



Measure #: 2026-017

# TOWN COUNCIL MEASURE SUBMITTAL

Date: 9/8/2025

Submitted By: Town Manager

Telephone #: 508-699-0100

## MEASURE DESCRIPTION:

Approval to pay for damages incurred from a leaking pipe at the Roosevelt School from Capital Improvement Program (CIP) Stabilization in the amount of \$68,789.28

Signed: Michael Borg

Digitally signed by Michael Borg  
DN: c=US, ou=Town Manager, cn=Michael Borg, email=Emrborg@nattleboro.com  
Reason: I am the author of this document  
Location:  
Date: 2025.09.05 09:27:50-0400  
Foxit PDF Editor Version: 12.0.0

## PURPOSE AND JUSTIFICATION:

On Thursday, January 18, 2025 at approximately 4:00pm a 1" copper water supply line running through the ceiling plenum of the 4th grade hallway between rooms 7 and 8, just inside exterior door # 11, froze and ruptured. The ensuing flood significantly compromised the flooring and walls in large sections of two classrooms and the hallway.

Clean up efforts conducted in conjunction with asbestos testing revealed asbestos contamination in the floor tiles, flooring adhesive and the joint compound used to coat the walls. It was deemed necessary to remove and dispose of the damaged walls, the affected floor tiles and flooring adhesive. The rooms and hallway section were sealed off from use and classes moved to the library for the balance of the school year.

Once the school year ended further air quality testing, asbestos mitigation, appropriate demolition and rebuilding/repair of the damaged building components was planned and executed.

By Thursday, August 28, 2025 all repairs were completed and the teachers were moved back into their respective classrooms prior to school resuming the following week.

### INVOICES:

A-D & T Enterprise, Inc.- Removal and disposal of ACM at Roosevelt School	\$27,518.00
Jeffrey Melanson- Labor and Material Costs	\$17,100.00
Triboro Paint Center- Drywall primer and paint	\$62.37
Seekonk Supply, Inc.- Supplies	\$126.98
Seekonk Supply, Inc.-Supplies	\$72.98
MI-BOX Southern Mass- Rent for storage	\$700.00
Paramount- Floor Covering	\$8,522.95
TRC-Asbestos Survey and Project Monitoring	\$14,686.00
<b>Total</b>	<b>\$68,789.28</b>

## SPECIAL REQUIREMENTS:

**ATTACHMENTS:** Invoices for Roosevelt Ave. Elementary School Repairs

**REFER TO SUB-COMMITTEE:** Finance

Measure #: 2026-017

## TOWN COUNCIL MEASURE SUBMITTAL

Date: 9/8/2025

Submitted By: Town Manager

Telephone #: 508-699-0100

PURPOSE AND JUSTIFICATION CONTINUED:

A-D & T Enterprise, Inc.  
 8 Winterberry Way  
 Plymouth, Ma 02360

# Invoice

Date	Invoice #
8/20/2025	2942

<b>Bill To</b>
North Attleboro Schools Attn: Jill Pizarro

P.O. No.	Terms	Project
	Net 15	North Attleboro Schools

Quantity	Description	Rate	Amount
	Remove and dispose of ACM at Roosevelt School per proposal dated July 17,2025	26,549.00	26,549.00
	Administrative fee	969.00	969.00

Thank you for your business.	<b>Total</b>	\$27,518.00
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# Jeffrey Melanson

Jeffrey Melanson

**Business Number** 954-867-6171

20 Barry road

Abington

32melanson@gmail.com

**INVOICE**

**INV0229**

**DATE**

08/22/2025

**DUE**

On Receipt

**BALANCE DUE**

**USD \$17,100.00**

**BILL TO**

**Sjutras@naschools.net**

DESCRIPTION	RATE	QTY	AMOUNT
108 Roosevelt Ave. N. Blueboard services. insulate walls, floor To ceiling sound Insulation Material cost \$450 Labor cost for insulation \$1375 Install 58 sheet rock inside of the wall 16inches above ceiling height, smooth finish Material cost\$ 1450 Labor cost \$ 8300 drop ceiling Reconnect drop ceilings Extra materials for drop ceilings 400 Material cost\$460 Labor cost\$ 2250 Plus, painting and material	\$17,100.00	1	\$17,100.00

total labor cost 14,375

Total material cost 2760

**TOTAL \$17,100.00**

**Payment Info**

**BALANCE DUE**

**BY CHECK**

**USD \$17,100.00**

Jeffrey Melanson

F  
R  
O  
M

Triboro Paint Center  
The Benjamin Moore Paint Hub  
11 Robert Toner Blvd  
www.triboropaint.com  
North Attleboro MA 02763  
Phone: (508) 643-2100

Sale

Number	Date	Page
00170263	8/25/2025	1

S  
O  
L  
D  
T  
O

**5086432100**  
North Attleboro Schools  
Woodcock Administration Building  
6 Morse St  
North Attleboro MA 02760

J  
O  
B

Roosevelt (ROOSEVELT)  
  
North Attleboro MA

GOV

Phone	Fax	Clerk	Terms	PO Number	Required	Delivery
(508) 643-2100	(508) 643-2110	ML	Net 20th of the Month	ROOSEVELT		Pick Up

Item Number	Description	Quantity	U/M	Tax	Unit Price	Extension
038000-001	1G 038000 BM DRYWALL PRIMER WT	2.00	1G	N	25.61	51.22
WOSRR643-18	18X1/2 CVR PRO/DOOZ WOS	1.00	EA	N	11.15	11.15

<p>RECEIPT NEEDED FOR REFUND OR EXCHANGE RESTOCKING CHARGES ON CUSTOM ORDERS THE BENJAMIN MOORE PAINT HUB OF SOUTHERN NEW ENGLAND M-F 7:00-5:00 SAT 7:30-3:30 CLOSED SUNDAY Shop Online at www.triboropaint.com Tinted Paint is Non Returnable FINANCE CHARGE OF 2% ON PAST DUE INVOICES NO RETURNS AFTER 60 DAYS and NO RETURNS ON NON STOCKING ITEMS Credit Card Debit Card Returns could take up to 7 Days depending on your bank</p>	<b>SubTotal</b>	<b>\$62.37</b>
	Sales Tax	\$0.00
	<b>Total</b>	<b>\$62.37</b>
	Account Charges	\$62.37



00170263

steve

8/25/2025 7:33:02 AM

# INVOICE

## SEEKONK SUPPLY, INC.

72 FALL RIVER AVENUE  
 REHOBOTH, MA 02769  
 SEEKONKSUPPLY.COM

Phone 508-336-6650  
 Fax 508-336-2133

Page 1/1

Sold To

NORTH ATTLEBORO SCHOOLS  
 6 MORSE STREET  
 NORTH ATTLEBORO MA 02760

Ship To

NORTH ATTLEBORO SCHOOLS  
 6 MORSE STREET  
 NORTH ATTLEBORO MA 02760

Customer # <b>NOATT07</b>	Order Date <b>07/30/2025</b>	Sales Order # <b>A222688</b>	Buyer	Customer P/O # <b>ROSEAVELT DEMO</b>	Ship Via <b>PICK-UP</b>	Salesman <b>01</b>
Invoice # <b>A156376</b>	Invoice Date <b>07/31/2025</b>	Ship Date	Freight Terms <b>PREPAID</b>	Job Number	Terms <b>2% 10th Net 30Days</b>	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	PRODUCT DESCRIPTION	UOM	UNIT PRICE	DISC%	NET PRICE	EXTENSION
1	10	10		1/2 PRESS CAP	EA	11.15	52.00	5.352	\$53.52
2	8	8		3/4 PRESS CAP	EA	19.13	52.00	9.182	\$73.46

Signature Proof of Delivery:

07/30/25 11:18

REMIT TO: PO BOX 157  
 SEEKONK, MA 02771  
 \$30.00 FEE FOR ALL RETURNED CHECKS. SPECIAL  
 ORDERS ARE NON RETURNABLE. WE OFFER NO WARRANTIES.  
 Terms & Conditions  
 ALL INVOICES UNPAID ONE (1) MONTH AFTER THE  
 STATEMENT DATE ARE SUBJECT TO A SERVICE CHARGE  
 OF 1.5% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%)  
 A RE-STOCKING FEE APPLIED TO ALL RETURNS

Merchandise	126.98
Freight	0.00
Misc Charges	0.00
Sub Total	126.98
Taxable	0.00
Tax (01)	0.00
<b>TOTAL</b>	<b>\$126.98</b>

Sent Copy

Pay By 08/10/2025 Take 2% Discount \$2.54 & Pay Only \$124.44

Writer: MS

# INVOICE

## SEEKONK SUPPLY, INC.

72 FALL RIVER AVENUE  
 REHOBOTH, MA 02769  
 SEEKONKSUPPLY.COM

Phone 508-336-6650  
 Fax 508-336-2133

Page 1/1

Sold To

NORTH ATTLEBORO SCHOOLS  
 6 MORSE STREET  
 NORTH ATTLEBORO MA 02760

Ship To

NORTH ATTLEBORO SCHOOLS  
 6 MORSE STREET  
 NORTH ATTLEBORO MA 02760

Customer # <b>NOATT07</b>	Order Date <b>08/20/2025</b>	Sales Order # <b>A223349</b>	Buyer	Customer P/O # <b>ROSEAVELT ROOM 7</b>	Ship Via <b>PICK-UP</b>	Salesman <b>01</b>
Invoice # <b>A156847</b>	Invoice Date <b>08/21/2025</b>	Ship Date	Freight Terms <b>PREPAID</b>	Job Number	Terms <b>2% 10th Net 30Days</b>	

LN	QNTY ORD	QNTY SHIP	QNTY B/O	PRODUCT DESCRIPTION	UOM	UNIT PRICE	DISC%	NET PRICE	EXTENSION
1	4	4		1 1/2 GALV F&M RING	EA	11.79	78.00	2.594	\$10.38
2	4	4		1 GALV F&M RING	EA	8.38	78.00	1.844	\$7.38
3	4	4		3/4 GALV F&M RING	EA	8.12	78.00	1.786	\$7.14
4	3	3		1 1/2 BLACK PLUG	EA	20.40	82.00	3.672	\$11.02
5	4	4		1/2 COPPER CAP	EA	2.29	55.00	1.031	\$4.12
6	4	4		3/4 COPPER CAP	EA	4.26	55.00	1.917	\$7.67
7	8	8		3/4 COPPER 90	EA	7.02	55.00	3.159	\$25.27

Signature Proof of Delivery:



08/20/25 08:35

REMIT TO: PO BOX 157  
 SEEKONK, MA 02771  
 \$30.00 FEE FOR ALL RETURNED CHECKS. SPECIAL  
 ORDERS ARE NON RETURNABLE. WE OFFER NO WARRANTIES.  
 Terms & Conditions  
 ALL INVOICES UNPAID ONE (1) MONTH AFTER THE  
 STATEMENT DATE ARE SUBJECT TO A SERVICE CHARGE  
 OF 1.5% PER MONTH (ANNUAL PERCENTAGE RATE OF 18%)  
 A RE-STOCKING FEE APPLIED TO ALL RETURNS

Merchandise	72.98
Freight	0.00
Misc Charges	0.00
Sub Total	72.98
Taxable	0.00
Tax (01)	0.00
<b>TOTAL</b>	<b>\$72.98</b>

Sent Copy

Pay By 09/10/2025 Take 2% Discount \$1.46 & Pay Only \$71.52

Writer: MS

**MI-BOX Southern Mass**  
20 High Street  
Plainville, MA 02762  
(774) 719-7367

***Invoice***  
Date 8/21/2025

**Bill to:**

North Attleborough Public Schools  
108 Roosevelt Ave  
North Attleborough, MA 02760

Due	Item	Description	Amount Due	Tax
8/20/2025	116748472	Rent - Unit 260508 (1) rent for 1 month period starting 8/20/2025	\$350.00	\$0.00
8/20/2025	116748475	Rent - Unit 260508 (2) rent for 1 month period starting 8/20/2025	\$350.00	\$0.00

Subtotal      \$700.00  
Tax              \$0.00  
Total            \$700.00



www.paramountrug.com

71 Manley Street  
 Brockton, MA 02301  
 508-583-5022  
 1-800-698-0025  
 Fax (508) 580-8820

413 Yarmouth Road  
 Hyannis, MA 02601  
 508-775-1961  
 1-800-696-4144  
 Fax (508) 775-8054

**Sale #: BB102139**  
**Sale Date: 08/07/2025**  
**Install Date: 08/23/2025**  
**Sales Rep: Kashgagian, G**  
**Sales Rep:**

**SOLD TO**

Town Of North Attleboro ,  
 43 South Washington St.  
 North Attleboro MA. 02760  
 Tim 774-786-8606  
 tchouinard@nattleboro.com

**SHIPPED TO**

Printed 08/26/25 12:09:32

Roosevelt School TWO CLASSROOMS  
 Roosevelt rd  
 North Attleboro MA.

**MATERIALS**

		QUANTITY	PRICE	TOTAL
(1) Excelon Imperial Texture 12 x 12	51839 Fortress White	1980.00SqFt	\$1.99	\$3,940.20
(2) S-515 Clear Thin Spread (4-GAL)	1,000sf/Pail	3.00Each	\$100.00	\$300.00
(3) Cove Base 6in JO	CB40 Black	234.00LnFt	\$1.85	\$432.90
(4) Cove Base 4in JO	CB40 Black	64.00LnFt	\$1.25	\$80.00
(5) Cove Base Adhesive ECO575 Tube (50 LF)	29 oz Tube	7.00Each	\$9.99	\$69.93
(6) Ardex Feather Finish (10LB)	33-300sf per bag	8.00Each	\$39.99	\$319.92

**Materials Subtotal: \$5,142.95**

**LABOR**

		QUANTITY	PRICE	TOTAL
(1) VI VCT over 450 sf --Miranda,Luis		1980.00 SqFt	\$1.25	\$2,475.00
(3) IN Cove Base + Material --Miranda,Luis		200.00 LnFt	\$1.50	\$300.00
(4) IN Cove Base + Material --Miranda,Luis		64.00 LnFt	\$1.25	\$80.00
(6) IN Labor Unit 5 --Miranda,Luis		525.00 Each	\$1.00	\$525.00

**Labor SubTotal: \$3,380.00**

Comments: CUSTOMER TO HAVE OLD MATERIALS AND FURNITURE REMOVED . INSTALL THE LAST WEEK OF AUG PER STEVE .

**Subtotal: \$8,522.95**  
**Exempt: \$0.00**  
**Total: \$8,522.95**  
**Payments: \$0.00**  
**Balance: \$8,522.95**

I agree to the terms and conditions on both sides of this agreement.

X \_\_\_\_\_



300 Wildwood Ave., Suite 230  
Woburn, MA 01801

T 781.933.2555  
TRCcompanies.com

September 4, 2025

Mr. Steve Jutras  
Maintenance Supervisor  
North Attleboro Public Schools  
Woodcock Administration Building  
6 Morse Street  
North Attleboro, MA 02760

Ref: Asbestos Survey and Project Monitoring Proposal  
Roosevelt Avenue Elementary School  
108 Roosevelt Avenue, North Attleboro, Massachusetts  
TRC Proposal P25-033B – Revision 2

Dear Mr. Jutras:

TRC Environmental Corporation (TRC) is pleased to submit this budget estimate to perform an asbestos survey and project monitoring at the above-reference school. In February of 2025, a water intrusion event occurred and impacted the wallboard in the corridor outside classroom 9 and 10; and the vinyl floor tiles in classrooms 9 and 10. The scope of work below is limited to these areas and does include other areas of the school.

## **SCOPE OF WORK**

### **Task 1: Asbestos Survey**

- An experienced Massachusetts Department of Labor Standards (MA DLS) certified Asbestos Inspector will conduct a visual survey of accessible renovation areas. Note that limited destructive investigative methods will be used to inspect concealed areas such as above solid ceilings and behind wall and floor finishes. Inspection of mechanical, electrical, and piping system components will be limited to reasonably accessible areas and will not include inspection of components requiring dismantling, demolition, or risk of harm due to electrical shock, moving parts, stored energy, etc. Inaccessible building materials may be presumed to contain asbestos.
- Bulk samples of observed suspect asbestos-containing materials (ACMs) will be collected and analyzed by Polarized Light Microscopy (PLM) to determine asbestos content. Bulk sample analysis will be performed by an accredited and certified laboratory. Please note that our proposed scope of work does not include repair of building finishes damaged by bulk sampling activities.

### **Task 2: AHERA Asbestos Project Design**

TRC will provide a MA DLS licensed Asbestos Project Designer to assess the scope of abatement and develop an Asbestos Hazard Emergency Response Act (AHERA) Asbestos Project Design that will outline the procedures for safely removing and managing ACM to prevent the release of asbestos fibers.

### Task 3: Asbestos Abatement Project Monitoring

TRC will provide an onsite, Massachusetts Department of Labor Standards (DLS) licensed Asbestos Project Monitor to review and inspect the abatement activities in compliance with applicable asbestos regulations and the AHERA Asbestos Project Design. The following scope of work will be included:

- TRC's Project Manager will provide coordination for asbestos abatement activities for up to seven (7) full shifts.
- Final visual inspections of the work area(s) following the completion of asbestos abatement and prior to access by non-licensed and certified personnel.
- Air clearance sampling inside and outside the work area(s). Air samples collected during the removal process will be analyzed by Phase Contrast Microscopy (PCM) and air samples collected during post abatement clearance will be analyzed by Transmission Electron Microscopy (TEM) in accordance with AHERA.
- Asbestos Abatement Closeout Report: TRC will provide a final abatement closeout report including air sample analytical results necessary under current regulations.

### BUDGET ESTIMATE

The following budget estimate of approximately **\$14,686** is based on our current understanding of the scope of services to be provided.

#### Professional Fees

##### Task 1: Asbestos Survey

###### Asbestos Inspector @ \$101.00/hour

- Site Visit, Travel  
– up to 6.0 hours \$606.00

###### Project Manager @ \$201.00/hour

- Project Management & Coordination  
– up to 4.0 hours \$804.00

###### Administrative Support @ \$105.00/hour:

- 1 hour at \$105/hour \$105.00

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<b>Task 1 Subtotal</b>	<b>\$1,515.00</b>
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**Task 2: AHERA Asbestos Design Plan**

Asbestos Project Designer @ \$272.00/hour

- Site Visit, Work Plan Development –up to 6 hours \$1,632.00

Project Manager @ \$201.00/hour

- Project Management & Coordination – up to 2.0 hours \$402.00

Technical Writing @ \$105.00/hour:

- 1 hour at \$105/hour \$105.00

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**Task 2 Subtotal** **\$2,139.00**

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**Task 3: Asbestos Abatement Project Monitoring**

Asbestos Project Monitor @ \$1,050.00/Shift

- Site Visit, Travel – Estimate 7 Shifts \$7,350.00

Project Manager @ \$201.00/hour

- Project Management & Coordination – up to 3.0 hours \$603.00

Technical Writing @ \$105.00/hour:

- 1 hour at \$105/hour \$105.00

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**Task 3 Subtotal** **\$8,058.00**

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**Sampling and Analytical Fees**

RUSH Asbestos Bulk Samples (17 samples @ \$27/sample) \$459.00

RUSH TEM Clearance Air Samples (5 samples @ \$175.00/sample) \$875.00

RUSH PCM Clearance Air Samples (8 samples @ \$50.00/sample) \$400.00

PCM Background Air Samples During Abatement (45 samples @ \$12.00/sample) \$540.00

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**Sampling and Analytical Fees Subtotal** **\$2,274.00**

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**Reimbursable Expenses**

Mileage & Shipping fees \$700.00

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**Total Budget Estimate:** **\$14,686.00**



**Payment Terms**

TRC will invoice North Attleboro Public Schools on a time-and-materials basis for actual services performed and related expenses in accordance with the above fee schedule. Itemized invoices will be submitted monthly, payable on a net thirty-day basis from date of invoice.

**Authorization**

We look forward to this opportunity to provide industrial hygiene services to North Attleboro Public Schools. Your signed authorization to proceed and purchase order, against which we may invoice, will constitute our authorization to proceed. TRC's attached standard terms and conditions will apply to the work performed under this proposal.

Please contact us if you have any questions or if we can be of additional assistance. We look forward to working with you on this and future projects.

Sincerely,  
**TRC**

  
Olivia Seabury, CIH  
Senior Industrial Hygienist

Reviewed by:

  
Ann Eckmann, CIH  
Industrial Hygiene Group Leader

Attachment: TRC Terms and Conditions

Authorization to Proceed by North Attleboro Public Schools:

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Purchase Order No. \_\_\_\_\_



# TRC Environmental Corporation

## TERMS AND CONDITIONS

TRC Environmental Corporation ("Consultant") will provide consulting and other professional services on behalf of Client. Unless otherwise stated, Consultant's Proposal to perform work expires sixty (60) days from its date and may be modified or withdrawn by Consultant prior to receipt of Client's acceptance. Any additional or different terms and conditions proposed by Client are objected to and will not be binding upon Consultant unless specifically agreed to in writing by Consultant. An order or statement of intent to purchase Consultant's services, or any direction to proceed with, or acquiescence in the commencement of work shall constitute consent to these terms and conditions. The offer and acceptance of any services or goods covered by this Agreement is conditioned upon the terms and conditions contained herein.

### 1. Scope of Service

The Scope of the Services including the location of the Services required of Consultant for Client or Client Affiliate are detailed in the Proposal which, upon execution by the Parties, shall become a part of this Agreement.

The Services and schedule set forth in the Proposal are based upon site conditions known by Consultant at the time of contract and information regarding the site provided by Client. If the information proves to be incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by Client, or if Client directs Consultant to change its original Services set forth in the Proposal, a written amendment equitably adjusting the terms of cost, performance, schedule and/or conditions shall be executed by Client and Consultant. The parties agree that Consultant shall not start to perform the Services until the Proposal describing the Services, including an agreed upon schedule of performance, has been authorized by both Consultant and the Client, and has been provided to Consultant.

The offer and acceptance of any services or goods covered by the Proposal is conditioned upon these terms and conditions. An order or statement of intent to purchase Consultant's services, or any direction to proceed with, or acquiescence in the commencement of work shall constitute consent to these terms and conditions.

### 2. Fees and Terms of Payment

Fees: Fees for Services performed under this Agreement shall generally be either in a "Time and Materials" or "Fixed Price" basis. The method of compensation shall be specified in the Proposal. Prices or rates quoted do not include state or local taxes where applicable.

- I. If Time and Materials: Compensation for Services performed on a Time and Materials basis shall be in accordance with the rate schedule and terms set forth in the Proposal, which is incorporated by reference and made a part of this Agreement.
- II. If Fixed Price: If the compensation arrangements are specified in the Proposal as being fixed price, Client shall be invoiced monthly either on the basis of percentage of project completion or upon such payment schedule as set forth in the Proposal.

Expenses: Any expenses related to the performance of the Services shall be as set forth in the Proposal.

Invoicing and Payment: Consultant will submit invoices for Services on a monthly basis. Payments for all invoices (Time and Materials and/or Fixed Price) are due at the address appearing on the invoice within thirty (30) days of Client's receipt of invoice.

If Client objects to all or any portion of the invoice, Client shall so notify Consultant in writing within ten (10) days of the invoice date, identifying the cause of the disagreement and shall pay when due that portion of the invoice that is not in dispute. Both parties shall use best efforts to resolve any dispute in an expeditious manner. If the parties are unable to resolve the dispute within thirty (30) days of receipt of Client's written objection, the dispute shall be subject to Dispute Resolution procedures set forth in Article 15 below. The Client's obligation to pay for the Work is in no way dependent upon the Client's ability to obtain financing or dependent upon the Client's successful completion of the project.

Interest will accrue on all overdue payments at the rate of 12% per annum, or the highest rate permissible under applicable law, whichever is less, starting on the 31<sup>st</sup> day after the date of an invoice. Additionally, if Client does not pay Consultant within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, Consultant may suspend performance of the Services and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse Consultant for all reasonable costs incurred by Consultant in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees. Consultant may at its option withhold delivery of documents and other data pending receipt of payment for all Work rendered and shall have no liability to the Client for delay or damage caused because of such withholding.

### **3. Time of Performance**

Consultant's Services under this Proposal will be considered complete at the earlier of (i) the date when Consultant's Deliverables are accepted by Client or (ii) thirty (30) days after the date when the last of Consultant's Deliverables are submitted for final acceptance if Client does not notify Consultant in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

### **4. Additional and Changed Services, Delays**

Client has the right to add or make changes to the Services set forth in the Proposal provided Consultant receives an equitable adjustment in compensation and time for performance to the extent they are impacted by the additional or changed Services. Consultant has no obligation to proceed with additional or changed Services until the Parties agree to the time and compensation adjustments associated with those Services and Consultant receives a change order to that effect, signed by Client.

Consultant will be entitled to an equitable adjustment in compensation and time for performance to the extent Services to be performed by Consultant are impacted by the acts or omissions of Client, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide Information or comments in connection with the development of any Deliverables (defined below); interference with or delay of any of the Services caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in information provided by Client to Consultant and necessary to the performance of the Services as required under the Agreement; and delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization.

If the Services are not progressing in accordance with the project schedule due to Consultant's fault, Consultant will take appropriate corrective measures, which may include working overtime

or adding staff, which will be at Consultant's expense to the extent the delays are caused by Consultant's fault.

## **5. Force Majeure**

Except for the obligation to pay for Services rendered and expenses incurred, no liability will attach to either Party from delay in performance or nonperformance caused by circumstances and/or events beyond the reasonable control of the Party affected, including, but not limited to: acts of God, fire, flood, war, earthquake, epidemic, quarantine restrictions, other natural occurrences, war, acts of terrorism, freight embargoes, vandalism, strikes, lockouts, acts and/or omissions of Federal, State and local governmental authorities and regulatory agencies, and other events which are beyond the reasonable control of the Party. Should such delay occur, the parties will use best efforts to resolve any delay in a fair and equitable manner, allowing for schedule adjustments as required to reasonably accommodate the delay and the interests of both Parties.

## **6. Consultant Responsibilities**

Consultant shall perform all Services in accordance with the following (together, the "Standard of Care"):

- I. Consultant will act as an independent contractor in performing the Services, and nothing herein will at any time be construed to create the relationship of employer and employee, partnership, or joint venture between Client and Consultant.
- II. Consultant shall, in performing the Services, comply with all applicable federal, state, and local laws, ordinances, regulations and orders published by a governmental agency and in place at the time the Work is performed (collectively, "Laws").
- III. Consultant, its employees, and subcontractors shall adhere to any and all policies regarding workplace security, safety and other such policies as transmitted to Consultant by Client prior to performing the Services.
- IV. Consultant shall obtain and maintain throughout the term of this Agreement or as required under Law, the approvals, licenses and/or permits required under Law or by governmental agency, board or other jurisdiction in order to provide the Services.
- V. Consultant will take reasonable precautions to minimize any damage to the property upon which Services are performed and adjoining properties and any cost of correction, repair or replacement to such property caused by Consultant or any subcontractor to Consultant shall be borne by Consultant. If the Services require disturbance of the property, Consultant shall return the property to substantially its original condition unless otherwise provided in the Proposal.
- VI. Consultant shall advise the Client at regular intervals of the status of the project and will make reasonable efforts to coordinate its activities with Client and to accommodate other activities of the Client at the site where the Services are being conducted. Consultant shall designate an authorized representative to be available for consultation, assistance, and coordination of activities.
- VII. Consultant shall perform its Services in a manner consistent with the degree of professional skill and care exercised by similar professionals on projects of similar scope, nature and complexity in line with industry standards and practice and in accordance with generally accepted engineering, environmental, and/or construction practices in effect at the time the Services are rendered and utilized by environmental firms located in the United States and performing Services of a similar nature. This standard of care shall be judged as of the time and place the Services

are rendered, and not according to later standards. A difference of opinion on a question of professional judgment shall not excuse Client from paying for Services rendered or result in liability to Consultant.

- VIII. In the event Consultant procures Materials pursuant to the Proposal, Consultant warrants to Client that the Materials will be free of defects in workmanship ("Warranty").
- IX. Remedies. If Consultant's Services fail to meet the Standard of Care ("Nonconforming Work"), or if any materials fail to meet the Warranty ("Defective Materials"), and if Client provides written notice to Consultant of such failure no later than one (1) year after completion of the applicable Proposal or Work Authorization ("Correction Period"), at Consultant's option, Consultant shall, at its sole cost and expense, will within a reasonable time, but not to exceed thirty (30) days, after receipt of such written notice, to the extent requested by Client in such notice: (a) re-perform the Nonconforming Work; (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to Consultant for such Nonconforming Work and/or Defective Materials. In no event shall Consultant be required to bear the cost of gaining access in order to perform its warranty obligations the Nonconforming Work or repair or replace the Defective Materials.

Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND CONSULTANT HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE CONSULTANT TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS ARTICLE WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, CONSULTANT DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO CONSULTANT'S LIABILITY UNDER ARTICLE 10, CLIENT'S EXCLUSIVE REMEDIES AND CONSULTANT'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION UNDER ANY TASK ORDER WILL BE THOSE STATED IN THIS ARTICLE 6.

## **7. Client Responsibilities**

- I. Client shall cooperate with Consultant so that the Services can be completed in a timely, efficient and cost-effective manner. Client will designate in writing the authorized representative(s) familiar with the Services who shall be available to Consultant and who shall have the authority to make decisions necessary for Consultant to perform its Services.
- II. Client shall be responsible for providing access to Consultant and its subcontractor(s) to enter the property upon which Consultant's Services are to be performed.
- III. Client shall provide to Consultant all studies, reports, data and other relevant information available to the Client regarding the site and/or Services. Client shall authorize Consultant to obtain additional data as required and furnish the Services of others as reasonably necessary for the performance of the Services. Consultant shall be entitled to use and rely upon such information and Services.

- IV. If the Services include excavation or drilling, Client shall provide Consultant assistance in locating underground structures or utilities in the vicinity of any exploration or investigation. If despite commercially appropriate practices neither Client nor Consultant can confirm the location, the Client agrees that Consultant is not responsible for any costs associated with the repair, replacement or restoration of any damage associated with the non-negligent performance by Consultant of the excavation or drilling.

## **8. Confidentiality**

"Confidential Information" means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, know-how, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. In the event that either Party discloses Confidential Information to the other Party in connection with this Agreement (excluding Consultant's Work Product that is delivered to Client), the Party receiving such Confidential Information agrees to hold as confidential and to not disclose to others the Confidential Information for a period of five (5) years from the date of disclosure. These restrictions shall not apply to information that (i) the Parties had in their possession prior to disclosure; (ii) becomes public knowledge through no fault of the receiving Party; (iii) the receiving Party lawfully acquires from a third party not under an obligation of confidentiality to the disclosing Party; (iv) is independently developed by the receiving Party; or (v) is required to be disclosed by law or court order.

## **9. Insurance**

Consultant represents that it has, maintains, and at all times during performance of the Services and will continue in effect at its own expense the following coverage:

- I. Workers Compensation and occupational disease insurance in statutory amounts.
- II. Employer's Liability insurance in the amount of \$1,000,000.
- III. Automobile Liability in the amount of \$1,000,000.
- IV. Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in general aggregate.
- V. Professional Liability insurance in the amount of \$1,000,000.

Said liability coverage policies will name Client as an additional insured, except Workers Compensation, Employer's Liability and Professional Liability Insurance, and include a waiver of subrogation against Client. Consultant shall provide Client a certificate of insurance evidencing the required insurance. Consultant shall not cancel such policies without thirty (30) days prior notice to Client.

## **10. Indemnification**

Each Party assumes full responsibility for any claims, suits, accidents, injuries (including death), losses, costs, liabilities or damages to the person or property of any third party (collectively, "Claims") resulting from its own negligent acts, errors, omissions or reckless acts or those of any of its employees, representatives, contractors, consultants and agents, and, to the extent of a Party's proportionate responsibility therefore, will indemnify, defend and save harmless the other Party, its employees, representatives, contractors, consultants and agents from any costs, liabilities or expenses arising out of such negligent acts, errors, omissions or willful misconduct.

Notwithstanding the foregoing, in the event that Consultant performs intrusive ground work as part of the Services, Client shall indemnify Consultant from and against any and all claims, costs, liabilities or expenses, including reasonable attorneys' fees, resulting from, or arising out of, damages to subsurface or underground utilities or structures, including but not limited to, gas, telephone, electric, water or sewer utilities whose locations were not designated or identified to Consultant prior to the commencement of any subsurface investigation or cleanup, including but not limited to, excavation, drilling, boring, or probing required to be conducted by Consultant as part of site investigation, characterization or remediation work.

#### **11. Allocation of Risk**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, CONSULTANT AND CLIENT WAIVE ANY AND ALL CLAIMS AGAINST EACH OTHER FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, MULTIPLE, AND PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE CULPABLE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER A PARTY'S CLAIM AGAINST THE OTHER PARTY IS BASED IN CONTRACT (INCLUDING CONTRACT TERMINATION), INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. THIS MUTUAL WAIVER INCLUDES, BUT IS NOT LIMITED TO, RENTAL EXPENSES, LOSS OF USE, LOSS OF PRODUCTION, LOSS OF INCOME, LOSS OF PROFIT (EXCEPT PROFIT ARISING DIRECTLY FROM THE SERVICES), LOSS OF FINANCING, LOSS OF BUSINESS, AND LOSS OF REPUTATION.

TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT FOR (A) CLAIMS COVERED BY INSURANCE, FOR WHICH CONSULTANT'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PROCEEDS OF APPLICABLE INSURANCE UP TO THE SPECIFIC LIMITS OF SUCH INSURANCE SET FORTH IN THIS AGREEMENT, AND (B) THIRD PARTY INDEMNITY CLAIMS FOR BODILY INJURY, DISEASE, OR DEATH, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT AND ITS EMPLOYEES, SUBCONTRACTORS, OR SUPPLIERS TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, ON ALL CLAIMS OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO CONSULTANT'S SERVICES UNDER THE PROPOSAL, FROM ANY CAUSE OR CAUSES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, INDEMNITY, OR BREACH OF CONTRACT, WILL NOT EXCEED THE GREATER OF \$50,000 OR THE COMPENSATION RECEIVED BY CONSULTANT UNDER THE PROPOSAL. ALL SUCH LIABILITY WILL TERMINATE UPON THE EXPIRATION OF THE CORRECTION PERIOD SPECIFIED IN ARTICLE 6. THIS ARTICLE SETS FORTH CONSULTANT'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST CONSULTANT.

IF CONSULTANT FURNISHES CLIENT WITH ADVICE OR ASSISTANCE CONCERNING ANY PRODUCTS, SYSTEMS OR SERVICES WHICH IS NOT REQUIRED UNDER THE SERVICES OR ANY OTHER CONTRACT AMONG THE PARTIES, THE FURNISHING OF SUCH ADVICE OR ASSISTANCE WILL NOT SUBJECT CONSULTANT TO ANY LIABILITY WHETHER IN CONTRACT, INDEMNITY, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

#### **12. Ownership of Documents**

All original documents, reports, and materials including, without limitation, plans, drawings and specifications ("Deliverables") produced and delivered by the Consultant (or Consultant's subcontractors) to Client during the term of and pursuant to this Agreement are instruments of service in respect of the project and shall become the property of Client upon payment therefor.

However, this ownership shall not include any ownership interest in the Consultant's preexisting information including, but not limited to, computer programs, software, models, patents, patents pending, standard figures, details or specifications or the Consultant's or the licensed professional's seal, stamp, or certification. Client may use said documents and make and retain copies for information and reference in connection with the use and occupancy of the project by Client and others; however, such documents are not intended or represented to be suitable for reuse or modification by Client or others on extensions of the same project or on any other project. Any reuse or modification without written verification or adaptation by Consultant and Consultant's subcontractors, as appropriate, other than for the specific purpose contemplated under this Agreement will be at Client's sole risk and without liability or legal exposure to Consultant, or to Consultant's subcontractors. Distribution or submission to meet official regulatory requirements or for other such purposes in connection with the project is not to be construed as an act in derogation of Consultant's rights under this provision or Agreement. Additionally, if Consultant provides any documents, reports, or materials including, without limitation, plans drawings and specifications in both hard copy and on electronic media, then in all circumstances the hard copy of any such document, report, and material including, without limitation, plans, drawings, and specifications shall control in the event of any conflict or discrepancies between the hard copy and the electronic media copy.

Any report prepared as part of the Services will be prepared solely for use of the Client. Third parties are not to rely on the report unless both Consultant and Client consent in writing to such reliance. Consultant may assess a charge in connection with documenting such consent.

### **13. Safety**

Consultant commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. Consultant will not have any responsibility for overall job safety at the Project Site. If Consultant determines that its field personnel are unable to access required locations or perform required Services in conformance with applicable safety standards, Consultant may suspend performance until its personnel can safely perform their Services. Consultant will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, Consultant may terminate its performance in accordance with Article 14. Neither the Services rendered by Consultant nor the presence of Consultant's employees or subcontractors at the site shall imply that Consultant has responsibility for any activities performed by personnel other than Consultant's employees or subcontractors.

Client shall inform Consultant of applicable site safety procedures and regulations known to Client as well as any special safety concerns or dangerous conditions at the site. Consultant shall adhere to such procedures and regulations once written notice thereof has been given by Client.

### **14. Termination**

Either Party may terminate this Agreement by written notice given to the other Party at least thirty (30) days prior to the effective date of such termination for cause or for convenience. If such termination occurs, and Consultant is not in breach, Client shall pay Consultant all undisputed sums due to Consultant for Services rendered and expenses incurred to the date of termination as well as reasonable cost for: (i) demobilization; (ii) non-cancellable commitments; and (iii) reasonable Services provided to effectuate a professional and timely project termination. If either Party seeks to terminate the Agreement due to an alleged breach, the non-breaching Party will provide the alleged breaching Party with notice and give five (5) days to submit a plan to cure such alleged breach and the Parties will expeditiously work to resolve the issue. If the termination is the result of Consultant's breach which has not been cured in a reasonable time frame, prior to paying Consultant, Client will be entitled to offset its reasonable, direct, documented losses to the

extent caused by Consultant's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which Consultant is entitled, Consultant will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

#### **15. Dispute Resolution**

The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the project or the Agreement or the breach thereof ("Dispute") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within 15 days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence.

This Agreement, and any act or transactions to which they will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the state where the Project is located and the federal laws applicable therein without reference or giving effect to the conflicts of law or choice of law principles thereof. This choice of law expressly includes the applicable statutes of limitation. To the fullest extent permitted by law, the Parties hereby irrevocably submit to the exclusive jurisdiction of the courts in Hartford, Connecticut and acknowledge their competence and the convenience and propriety of the venue and agree to be bound by any judgment thereof and not to seek, and hereby waive, review of its merits by the courts of any other jurisdiction.

EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES THAT MAKE A JURY DETERMINATION NEITHER DESIRABLE NOR APPROPRIATE AND, THEREFORE, TO THE EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN REGARD TO ANY CONTRACT, TORT, OR STATUTORY CLAIM, COUNTERCLAIM, OR CROSS-CLAIM AGAINST THE OTHER ARISING OUT OF OR RELATING TO THE PROJECT OR THIS AGREEMENT..

#### **16. Litigation Support**

At the request of Client, Consultant agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which Client is or becomes a party in connection with the work performed under this Agreement. Client agrees to compensate Consultant at its then current rates for its time and other costs in connection with such evidence or testimony. Similarly, if Consultant is compelled by legal process to provide testimony or produce documents or other evidence in connection with work performed, Consultant agrees to contact Client and cooperate with Client and Client's counsel. Client agrees to compensate Consultant at its then current rates for its time and expense in connection with such testimony, document production or other evidentiary production. For avoidance of doubt, this provision is not intended to apply to Disputes arising out of this Agreement.

#### **17. Disposal of Contaminated Materials**

It is understood and agreed that Consultant is not, and has no responsibility as, a generator, operator, owner, treater, arranger, or storer of any substances, materials or wastes (hazardous or non-hazardous) found or identified at work sites including drilling and cutting fluids and other

samples. Ownership of all samples obtained by Consultant from the site for Services shall be maintained by Client. Consultant will store such samples in a professional manner for the period of time necessary to complete the Services. Upon completion of the Services, Consultant will return any unused samples or portions thereof to Client or, at Client's option using a manifest signed by Client as generator, dispose of the samples in a lawful manner and bill Client for the costs related thereto.

Before any substances, materials or wastes are removed from the site, Client will sign manifests naming Client as the generator of the waste (or, if Client is not the generator, Client will arrange for the generator to sign). Client will select the treatment or disposal facility to which any waste is taken. Consultant shall not directly or indirectly assume title to such substances or wastes and shall not be liable to third parties alleging that Consultant has or had title to such materials. Consultant will not have responsibility for or control of the site or of operations or activities at the site other than its own and those of its agents or subcontractors. Consultant will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any wastes or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. Client will indemnify and hold harmless Consultant from and against all losses, damages, costs and expenses, including but not limited to attorneys' fees, resulting from its performance of the Services and arising or resulting from actions brought by third parties alleging or identifying Consultant as a generator, operator, storer, treater, arranger or owner of pre-existing substances or wastes found or identified at work sites. Client shall pay all costs and expenses associated with the collection, storage, transport and disposal of samples and wastes, unless otherwise set forth in the Proposal.

#### **18. Environmental or Subsurface Risks**

Client and Consultant acknowledge that, prior to the start of this Agreement, Consultant has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any substances, materials or wastes (hazardous or non-hazardous) that may be found at the site. Further, Client and Consultant acknowledge that the Services undertaken pursuant to this Agreement, including any subsurface activities, entail uncertainty and risk of injury or damage and that Consultant has not been retained to serve as insurer of the site conditions to the Client, third parties or the public. Client releases Consultant from any claims for damages resulting from or arising out of the preexisting environmental conditions at or associated with the site for Services, which condition was not directly caused by and/or did not result from any negligent act or omission of Consultant, or a subcontractor to Consultant, their representatives, agents, employees and invitees.

Subsurface sampling may result in unavoidable contamination of certain subsurface areas, as when a probe or boring is advanced or drilled through a contaminated area, into a clean soil or a water-bearing zone. Because of the risks posed by such Services, the Client hereby agrees to waive all claims against Consultant that in any way arise out of subsurface sampling, including claims relating to cross-contamination.

Client recognizes the inherent risks connected with construction activities, geotechnical investigations, environmental investigations, and assessments. Client also recognizes that actual conditions at the site may vary from those observed by Consultant when performing the Services. Client specifically acknowledges and agrees that the interpretations and recommendations of Consultant are based on information actually reviewed and conditions actually observed by Consultant. Consultant shall not be responsible for the validity or accuracy of data collected by others or interpretations made by others.

If in the performance of Services, Consultant encounters unanticipated environmental risks or conditions then an amendment to the Proposal will be provided. Client acknowledges that

discovery of such unanticipated environmental risks also may require Consultant to take immediate measures to protect health and safety and/or report such discovery as may be required by Law. Client authorizes Consultant to take all measures Consultant reasonably believes to be required under Law and/or immediately necessary to protect Consultant, Client and the public. Further, Client shall compensate Consultant for all reasonable costs associated with such actions.

**19. Notice**

All notices to either Party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by facsimile, certified mail or courier to the address of the respective Party or to such other address as such Party may designate by providing notice as set forth herein. Either Party may change their address effective ten (10) days after written notice thereof to the other Party.

**20. Assignment**

Except as otherwise agreed to in writing by both Parties, this Agreement will not be assigned by either Party, either voluntarily, involuntarily, or by operation of law. Consent will not be unreasonably withheld, conditioned, or delayed, provided that as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee.

**21. Non-Solicitation**

Each Party agrees that during the term of this Agreement and for a period of twelve (12) months following any termination of this Agreement, directly or indirectly solicit for employment or hire any employee of the other Party or its affiliates or subsidiaries. Nothing herein shall be deemed to prohibit either Party from conducting generalized solicitations or generalized advertisements for employment or hiring any employee of the other Party who has responded to a generalized solicitation or generalized advertisement for employment.

**22. Controlling Agreement**

This Agreement and the Proposal embody the entire and integrated agreement and understanding between the Parties pertaining to the subject matter of the Proposal, and supersedes all prior or contemporaneous discussions, promises, agreements, understandings, negotiations, representations and communications whether oral or written, of the Parties, pertaining to that subject matter. Any additional or different terms and conditions proposed by Client are objected to and will not be binding upon Consultant unless specifically agreed to in writing by Consultant. This Agreement may be amended or modified only by a written amendment signed by both Parties. Client acknowledges and agrees that it has received and reviewed these Terms and Conditions and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

If any term contained hereunder is declared invalid by a court of competent jurisdiction, such declaration will not affect the validity of any other of its terms. The failure of either Party to exercise its rights under this Agreement will not constitute a waiver or forfeiture of such right. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.