



June 13, 2025
Revised September 25, 2025
Revised May 19, 2026

Kevin Tollisen, Supervisor
Town of Halfmoon
2 Halfmoon Town Plaza
Halfmoon, New York 12065

Re: Pre-Engineered Fire Operations Building Structure and Site Improvements Project

Subj: Professional Services Proposal

File: 704.4932

Dear Supervisor Tollisen:

Barton & Loguidice, D.P.C. (B&L) is pleased to propose professional services to the Town of Halfmoon for the installation of a pre-engineered fire operations building and associated site improvements. Our services will include:

- **Design Development:** Design of reinforced concrete foundations to support the structure. Note the Town will advise on the size and type of structure desired.
- **Site Work:** Access roads, grading, wetlands review, environmental compliance, and supporting utilities around the facility. It is assumed a contractor will install the foundations and structure and electrical/gas utilities and the Town will construct the limited site work, parking, drainage etc.
- **Bidding & Construction Support:** Preparation of bid documents, bidding, construction administration and construction observation services (as needed)

This proposal reflects our previous site meeting, recent meeting with Town staff and your schedule for purchasing and installing the training facility. B&L has extensive experience with fire-training structures (live-burn towers, smoke mazes, classroom modules) and complies with NFPA 1403. We will collaborate closely with designated Town staff, as integral members of our design team, to deliver a fully integrated solution that meets operational requirements, end-user needs, and the Town's budgetary and economic goals.

The proposed project schedule is as follows:

- Kickoff Meeting – within two (2) weeks after contract approval (estimated mid to end of June)
- Conceptual Design – four (4) weeks after kickoff meeting and completion of field survey
- Bid Documents – six (6) weeks after Town approval of Concept Design
- Bidding – four (4) week period assumed after completion of contract documents
- Contracting – estimated at four (4) weeks after award of bids by the Town Board
- Construction – TBD based on above schedule, materials availability and contractor schedule



Below is our detailed Scope of Professional Services and Fee for Services based upon our current understanding of the project.

Conceptual Design Phase

1. Meet with designated Town staff to review the project goals and objectives, discuss the overall approach and schedule, and establish chains of communication for the project.
2. Conduct one (1) site visit concurrent with the kick-off meeting to review the proposed location for the fire training facility and to document existing conditions that will impact proposed structure installation and site modification design and construction.
3. The Town will provide their preferred pre-manufactured fire operations training tower for review and discussion with the Town at the kick-off meeting. We have not included any time to assist the Town in reviewing options and selecting a preferred structure.

Design Development Phase

1. Enter into a subconsulting contract with CME Associates, Inc. to advance one (1) soil boring using hollow stem augers and/or flush joint casing to an estimated depth of 30 feet or to practical refusal, whichever comes first. The geotechnical information obtained will be utilized to perform a geotechnical analysis for site classification and determination of allowable soil bearing capacity for the new fire training tower structure.
2. Enter into a subcontractor agreement with Azimuth Surveying & Cartography to perform a topographic and utility survey of the site modifications required for the proposed fire training facility. The work to be incorporated into the survey base mapping will include all adjacent buried utilities (electrical, gas, sanitary and storm sewers, telephone, water, etc.) and above grade surface features including building corners, monuments, signs, trees/shrubs, planters, telephone/utility poles and guy wires, and overhead wire routs. Mapping will include existing site drainage features, outline of buildings/structures within the survey limits, property and right-of-way lines and contours at 1-foot elevation intervals. The final survey will be stamped and signed by a New York State Registered Land Surveyor. A boundary survey, title search and deed research are not included as the proposed location is within Town lands and fee takings and easements are not required.
3. Coordinate with the preferred facility manufacturer to obtain necessary design loads and foundation requirements for the pre-engineered fire operations building model that will serve as the basis of design. B&L will confirm that the design loads provided are in conformance with the Building Code of New York State.
4. Environmental Compliance:
 - a. Task 1 – Field Wetland Delineation
B&L will provide one (1) wetland biologist to visit the Wetland Delineation Limits, which target an approximate 7.0-acre area surrounding the proposed location of the fire tower training structure. This larger search area is proposed due to the presence on previously mapped NYSDEC wetland about 700 feet to the northeast, and the presence of a



potential wetland 200 feet to the north based on the New York State Department of Environmental Conservation's (NYSDEC) informational wetland mapping layer. Because the NYSDEC regulates 100 feet from state-jurisdictional wetlands, it is important for the boundary of previously mapped wetland ME-14 to be determined in the field. B&L's field staff will walk and evaluate the site to determine wetland and surface water boundaries within the Wetland Delineation Limits. B&L assumes that the fieldwork can be completed in one (1) day by staff in our Albany Office.

The wetland delineation will be performed in accordance with the NYSDEC's 1995 *Freshwater Wetlands Delineation Manual* and the U.S. Army Corps of Engineers' (USACE) Routine Method outlined in the USACE *Wetlands Delineation Manual* (Environmental Laboratory, 1987) and *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral/Northeast Region, Version 2.0* (2011). These methodologies will be used to determine the location and boundaries of wetlands within the Wetland Delineation Limits. Information will be collected from co-located wetland and upland data plots to document current conditions and to provide support for the delineated wetland boundaries established in the field. Boundaries will be terminated at the edge of the Wetland Delineation Limits for wetlands that extend farther off site. Pink wetland delineation flagging will be hung in the field to denote the boundaries of delineated features, if identified. B&L will use a handheld GPS unit to collect approximate flag locations in the field. Flag positions will be collected in the State Plane NAD 83, New York East, U.S. Survey Feet coordinate system.

b. Task 2 – Wetland Delineation Technical Memorandum

B&L will produce a Wetland Delineation Memorandum to document the locations and characteristics of the wetlands and waters observed within the Wetland Delineation Limits, or to document the absence of wetland resources within the survey limits. The Wetland Delineation Memorandum will be required to support a Parcel JD Request (Task 3), as well as future permit applications to the NYSDEC and/or USACE, if required. The Wetland Delineation Memorandum will include a summary of mapped resources, cover type information, descriptions of the identified wetland and water resources, site photographs, and wetland delineation datasheets. An electronic copy of the draft report will be provided to you for review; one (1) round of edits will be made. The final document will be provided electronically as a PDF.

c. Task 3 – NYSDEC Parcel Jurisdictional Determination Request – Consultant Option

In accordance with the 2025 NYS Freshwater Wetland Regulations (6 NYCRR Part 664), submission of a Parcel JD request is required to confirm if a subject property contains state-regulated wetlands, and if so, their assigned classifications. If wetland resources are confirmed within the Wetland Delineation Limits or within 100 feet of the Limits, it would be advantageous to obtain confirmation of state wetland jurisdiction early in the project's design phase. This allows the design to hopefully be drawn to avoid any regulated areas and not incur the need for issuance of wetland permits from the NYSDEC. If the presence of wetland resources is confirmed, B&L will prepare a Parcel JD Request Memorandum, in accordance with the NYSDEC's Parcel JD – Consultant Option guidance, which will be sent to the NYSDEC Region 4 office.



B&L's Wetland Delineation Memorandum (to be completed under Task 2) will be submitted with this request, along with GIS shapefiles of any delineated wetland boundaries. NYSDEC will review the submission to confirm the proposed jurisdiction and classification of each delineated wetland. It should be noted that the Highway Department property is located within an area that meets one of the NYSDEC's Unusual Importance Criteria used to confirm state wetland jurisdiction.

As part of this Request, B&L will also coordinate with the NYSDEC to complete a wetland boundary verification visit. B&L will send one (1) wetland biologist to accompany the NYSDEC Region 4 staff in the field. It is assumed that the site visit will be completed during the 2025 field season and that the visit will be accomplished within one (1) day. If NYSDEC requests that the wetland boundaries be modified, B&L will make the required updates (assuming B&L agrees with the changes). The conclusions from the Parcel JD will outline jurisdiction, wetland classification, and boundary verification, all of which are required to support a permit application to the NYSDEC. If no wetlands are encountered within the Wetland Delineation Limits, then no time will be expended for Task 3. Time for the preparation of permits, or the coordination with agencies that no permits are required, is not included in this proposal. If requested, such can be provided by B&L under a supplemental authorization.

d. Task 4– Threatened and Endangered Species

B&L will check the (NYSDEC) Environmental Resource Mapper and the U.S. Fish and Wildlife Service's (USFWS) Information, Planning and Consultation (IPaC) website to determine whether state and/or federal protected species are listed for the project area. It is assumed that no impacts to protected species will result and that no presence/absence surveys will be required in support of the project. Website reviews and IPaC review output will be provided to the Town for their project files and records. Information and conclusions regarding the project's potential to impact protected species and habitats will be used to complete the SEQRA, detailed below as Task 6.

e. Task 5 – Cultural and Historic Resources

B&L will check the State Historic Preservation Office's (SHPO) Cultural Resource Information System (CRIS). A formal project consultation request will be submitted to confirm that no known records or sensitive areas are mapped for cultural, archaeological, and historic resources within or immediately adjacent to the project area. It is assumed that no concerning resources will be found, and that no additional coordination or documentation of potential impacts will be necessary. The results of this review will be included in the SEQRA documents. Therefore, a Phase 1A Cultural Resources Survey is not included at this time.

f. Task 6 – State Environmental Quality Review Act (SEQRA)

SEQRA compliance is required for any project directly undertaken and/or funded by a government entity. B&L has reviewed the proposed action and concluded that it meets classification as an Unlisted Action under 6 NYCRR Part 617. Since other state or local agencies/entities may be involved in the funding, approval, and permitting of the project, it is recommended that the Town complete a coordinated review process. B&L proposes to assist the Town with their SEQRA process by completing Parts 1, 2, and 3 of



a Short Environmental Assessment Form (SEAF). B&L will handle the coordinated review mailing and will provide draft resolutions to the Town for use when declaring intent to be the SEQRA lead agency and when formally declaring such and issuing the final determination of significance for the project. It is assumed that the Town will concur with the Unlisted action classification, elect to proceed with a SEAF, and will declare a "neg dec" (no significant adverse environmental impact) to conclude the SEQRA process. No special studies or Environmental Impact Statement (EIS) are included in this scope of services.

5. Design and detail reinforced concrete spread footing foundations to support the pre-engineered fire operations facility. Design will include concrete spread footings, grade wall foundation plan, details and sections and concrete slab-on-grade for training pads (if required).
6. Develop 50-percent Design Development documents including preliminary site/civil, structural, mechanical and electrical engineering drawings to include:
 - a. Preliminary site plan design to include modifications to the existing traffic patterns, parking areas, drainage capture and holding from the building resulting from live fire training, surface runoff capture, gas line to the training facility and provisions for fire apparatus during live training events.
 - b. Preliminary structural engineering design drawings of the foundations and training pads (if any).
7. Develop an opinion of probable construction costs for the 50-percent Design Development documents.
8. Submit the 50-percent Design Development Drawings, specification outline and the preliminary opinion of costs to the Town for review and comment.
9. Participate in a project progression/coordination meeting with designated Town staff to review project progress, further refine the detailed design documents, site plan modifications and the fire training structure design phase. One (1) meeting is assumed in the Design Development Phase of the project.
10. Prepare bid specifications including information for bidding requirements, bid forms, New York State Prevailing Wage Rate Schedule, and detail specifications for one (1) lump sum contract for the installation of the reinforced concrete foundations and on-site concrete pads (if required), purchase and installation of the structure and installation of the mechanical, electrical and gas improvements. It is assumed the Town Highway Department will construct the limited site improvements (i.e., parking, site grading, drainage and stormwater improvements).
11. Develop 90-percent Design Drawings incorporating the comments received from the 50-percent Design Development meeting.



12. Provide the Town with two (2) copies of a 90-percent Design Development submission for their review and comment. This will include drawings for the site modifications, foundations and a draft outline of the construction contract and technical specifications.
13. NYSDEC SWPPP: Based on our current understanding of the project, we anticipate that the total earth disturbance will exceed one (1) acre, necessitating the preparation of a Stormwater Pollution Prevention Plan (SWPPP) in accordance with the New York State Department of Environmental Conservation (DEC) regulations. As per NYSDEC requirements, the SWPPP will include both construction-phase stormwater management and post-construction stormwater measures. These post-construction measures will be designed to manage the quantity and quality of stormwater runoff once the site is fully developed, ensuring compliance with DEC's standards for long-term stormwater control and protection of water quality.
14. Incorporate the 90-percent design submission comments into the final drawings and specifications. At this time, B&L will assume all revisions will be limited to minor changes and comments. No major changes to the design are anticipated as a part of this review process.
15. Prepare final Contract Documents to allow for public bidding of the work. Final drawings provided to the Town will be digital files in AutoCAD format and electronically stamped by a New York State registered professional engineer.

Bidding Phase

1. Provide electronic distribution of PDF files of the final Construction Documents to potential bidders.
2. Attend one (1) on-site pre-bid meeting with prospective bidders and provide technical assistance during bidding, answering bidders' questions and providing addenda as required during the bidding of the project.
3. Attend one (1) bid opening to assist the Town with the review and evaluation of the bids received.
4. Assist Town staff in the review and evaluation of the bids received and provide a recommendation of award to the Town.

Construction Contract Administration Phase – Three (3) Months Assumed

1. Attend a preconstruction meeting with the Town and contractor; we will take meeting notes and distribute those notes to all participants.
2. Review contractor's shop drawings for general conformance with the Contract Documents. A maximum of two (2) reviews of any one shop drawing is included.



3. B&L will attend job meetings with the Contractor and Town staff, taking meeting notes and distributing those notes to all participants. This would include a total of up to six (6) job meetings, based upon the proposed schedule. If additional job meetings are requested and authorized by the Town, they will be provided based upon time and expense in accordance with our current billing rates.
4. Provide technical assistance to the Town staff throughout the duration of the project work.
5. Review Contractor's payment applications and forward them to the Town for processing.
6. Assess Contractor's claims and process Change Orders to the Contract(s) as may be required.
7. Conduct a punch list inspection and final inspection of the completed project work.
8. B&L will conduct observation services for the project to observe the progress of the Contractor's work, assess the work for conformance with the Contract Documents, inspect critical aspects of the work, assist in the coordination of the work, and assist with resolution of conflicts and/or unforeseen conditions that may be encountered. An allowance of 150 hours of on-site time has been included as a separate line item in the fee section.

Technical Assumptions

1. The foundations are anticipated to be conventional spread footing type design. Specialty foundation design is not anticipated or included at this time.
2. This proposal is based on the use of a pre-manufactured structure. A conventionally constructed concrete structure can be designed at the client's request for an additional fee.
3. Value engineering services after the construction documents have been completed are not included at this time.
4. No hazardous materials testing, assessment or abatement design is included in this proposal. If determined necessary and requested by the Town, these services can be provided by subsequent proposal once the scope of services can be established.
5. No special inspections per the NYS Building Code are included herein.

Fee Proposal

Barton & Loguidice, D.P.C., proposes providing the Scope of Engineering Services described herein for the following fees (including reimbursable expenses).

Survey Phase:	\$ 10,500	Lump Sum
Environmental Wetlands/Permitting/SEQR Phase:	\$ 12,400	Lump Sum
Geotechnical Evaluation Phase:	\$ 15,800	Lump Sum
Conceptual Design Phase:	\$ 9,000	Lump Sum
Design & Construction Documents Phase:	\$ 47,300	Lump Sum
Electrical Improvements	\$ 6,000	Included Above

Kevin Tollisen, Supervisor
Town of Halfmoon
June 13, 2025
Revised September 25, 2025
Revised May 19, 2026
Page 8



Structural Improvements	\$ 17,200	Included Above
Civil/Site Improvements	\$ 6,800	Included Above
SWPPP Preparation	\$ 6,800	Included Above
Meetings/Contract Documents	\$ 10,500	Included Above
Bidding Phase:	\$ 5,000	Lump Sum
Construction Contract Administration Services:	\$ 25,000	Lump Sum
Construction Observation Services:	\$ 23,000	Time & Expense
Total Fee for Services:	\$148,000	

If this proposal meets with your approval, please provide authorized signature below, and return a copy for our records. Work can commence upon receipt of written authorization from the Town of Halfmoon. B&L will invoice the Town of Halfmoon monthly based upon the percentage completion of the Scope of Professional Services up to the maximum fee amount.

Thank you for considering B&L for this important project. We look forward to assisting the Town of Halfmoon with the successful completion of this project. If you have any comments or wish to discuss any portion of this Professional Services Proposal, please contact me at dfletcher@bartonandloguidice.com.

Sincerely,

BARTON & LOGUIDICE, D.P.C.

A handwritten signature in blue ink, appearing to read 'Donald H. Fletcher', is written over a large, light blue, diagonal watermark that says 'DRAFT'.

Donald H. Fletcher
Executive Vice President

MCF/DHF/tlh

Attachments

Authorization

Barton & Loguidice, D.P.C. is hereby authorized by the Town of Halfmoon ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

Kevin Tollisen, Supervisor
Town of Halfmoon

Date

STANDARD TERMS AND CONDITIONS
for
PROFESSIONAL CONSULTANT SERVICES
provided by
BARTON & LOGUIDICE, D.P.C. ("Consultant")

The OWNER and the CONSULTANT, for themselves, their successors and assigns, have mutually agreed and do agree with each other as follows:

1.0 Basic Agreement

Consultant shall provide, or cause to be provided, the Services set forth in the proposal (PROPOSAL) to which these terms and conditions are attached, and Owner shall pay Consultant for such Services as set forth in PROPOSAL. The PROPOSAL, in conjunction with these terms and conditions is referred to herein as "Agreement".

2.0 General Considerations

A. The standard of care for all professional or related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services.

B. Consultant shall commence to provide its services upon the full execution of this Agreement and shall provide those services within a reasonable time. In no event shall Consultant be obligated to perform services on a schedule which, in the Consultant's professional judgement, does not provide Consultant sufficient time to perform in accordance with the aforesaid standard of care.

C. All design documents prepared or furnished by Consultant are instruments of service, and Consultant retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Consultant grants Owner a limited license to use the instruments of service exclusively (1) performance of design or operation, (2) for Project construction as is the intended purpose of the documents, and (3) for the purpose of maintenance and repair of the Project, or (4) other documents, reports, details and plans as defined in the project Scope of Work.

D. Consultant shall not at any time supervise, direct, or have control over any contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

E. Consultant neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

F. Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Consultant's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decisions regarding, or interpretations or clarifications of, the construction contract or Instruments of Service made by Owner or any third party without the advice and consultation of Consultant.

G. If the Construction Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Consultant shall specify the appropriate performance and design criteria that such services must satisfy. The Consultant shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Consultant. The Consultant's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

H. Unless otherwise indicated under this Agreement, the parties acknowledge that Consultant's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). Owner represents to Consultant that, to the best of its knowledge, a Hazardous Environmental Condition does not exist at the Site, except as expressly disclosed to the Consultant in writing. If Consultant or any other party encounters a Hazardous Environmental Condition, Consultant may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

I. The services to be provided by Consultant under this Agreement DO NOT INCLUDE advice or recommendations with respect to the issuance, structure, timing, terms or any other aspect of municipal securities, municipal derivatives, guaranteed investment contracts or investment strategies. Any opinions, advice, information or recommendations provided by Consultant are understood by the parties to this Agreement to be strictly engineering or other technical opinions, advice, information or recommendations. Consultant is not a "municipal advisor" as defined by 15 U.S.C. 78o-4 or the related rules of the Securities and Exchange Commission. The other parties to this Agreement should determine independently whether they require the services of a municipal advisor.

J. The Consultant shall not be required to execute certificates, guarantees, warranties or make representations that would, in its professional judgment, require knowledge, services or responsibilities beyond the scope of this Agreement.

K. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

L. To the fullest extent permitted by law, Owner and Consultant (1) waive against each other, and the other's employee's, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Consultant's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Consultant pursuant to the PROPOSAL, whichever is greater, (the "Limitation Amount"), and further, in no event shall the Limitation Amount exceed the amount of liability insurance proceeds actually available to the Consultant for the claim at issue at the time of settlement or final judgment net of any and all expenses paid or incurred on the claim at issue, payments made or incurred in connection with other claims made against the Consultant, or any other circumstances which may reduce, impair, or eliminate the overall availability of such insurance to the Consultant. It is intended that these limitations apply to any and all liability or cause of action.

3.0 Payment for Services

Consultant will prepare a monthly invoice in accordance with Consultant's standard invoicing practice and submit the invoice to Owner. Invoices are due and payable within 30 days of the date of the invoice. Consultant may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses, and other related charges.

4.0 Additional Services

Additional services may be required in Consultant's professional judgement because of changes in the Project, or unforeseen circumstances. The Consultant shall furnish services in addition to those set forth in the PROPOSAL if mutually agreed by Owner and Consultant. Owner shall pay Consultant for any Additional Services provided as follows: (1) as may be mutually agreed to in writing, or (2) in the absence of a mutual agreement an amount equal to the cumulative hours charged to the Project by each member or each class of Consultant's employees engaged in providing the Additional Services times the Consultant's hourly billing rates for each applicable billing class in effect at the time the Additional Services are performed; plus reimbursable expenses and charges for Consultant's Subconsultants, if any.

5.0 Dispute Resolution

Owner and Consultant agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice by either party of the existence of the dispute. If a dispute involves matters other than a claim by Consultant for payment of fees and the parties fail to resolve the dispute through negotiation then Owner and Consultant agree that they shall first submit any and all such unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mutually acceptable mediator. Owner and Consultant agree to participate in the mediation process in good faith and to share the cost of the mediation equally. The process shall be conducted on a confidential basis, and shall be completed within 150 days of the date of notice by either party of the existence of the dispute. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may initially agree to an alternative dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

6.0 Accrual of Claims

All causes of action between the parties to this Agreement including those pertaining to acts, failures to act, or failures to perform in accordance with the obligations of the Agreement or failures to perform in accordance with the standard of care shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts, failures to act or failures to perform occurring prior to Substantial Completion, or the date of issuance of the Notice of Acceptability of Work (or similar notice of the final completion of the Project) for acts, failures to act or failures to perform occurring after Substantial Completion.

7.0 Controlling Law

This Agreement is to be governed by the law of the state in which the project is located.

8.0 Successors, Assigns, and Beneficiaries

Owner and Consultant each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Consultant (and to the extent permitted herein the assigns of Owner and Consultant) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Owner nor Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or 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. This provision shall not preclude Consultant from retaining Subconsultants as it deems reasonably necessary for the completion of the services rendered hereunder.

9.0 Termination

If Consultant's services related to the project are terminated for any reason, Consultant shall be compensated for time plus reasonable expenses associated with demobilizing personnel and equipment, and, if requested in writing by the Owner, for completion of tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

10.0 Total Agreement/Severability

This Agreement, including any expressly incorporated Exhibits, constitutes the entire Agreement between Owner and Consultant and supercedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument. If any term or condition of this Agreement shall, to any extent, be found invalid, void or unenforceable, the remaining provisions shall remain in full force and effect to the extent allowed by applicable law.

Barton & Loguidice
Billing Rates for Calendar Year 2026

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%
Two-person survey crew	\$225/Hour

Individual staff at the following hourly rates:

Promotional Title	Billing Rate
Principal	320.00
Senior Vice President	320.00
Vice President	282.00
Senior Associate	252.00
Associate	237.00
Senior Managing Engineer	227.00
Senior Managing Hydrogeologist	225.00
Senior Managing Industrial Hygienist	215.00
Senior Managing Landscape Architect	200.00
Chief Asset Management Specialist	260.00
Chief Engineer	227.00
Senior Project Manager	227.00
Senior Construction Manager	200.00
Managing Architect	180.00
Managing Asset Management Specialist	225.00
Managing Community Planner	162.00
Managing Engineer	200.00
Managing Hydrogeologist	200.00
Managing Industrial Hygienist	162.00
Managing Landscape Architect	177.00
Lead Asset Management Specialist	245.00
Lead Engineer	200.00
Lead Environmental Scientist	165.00
Lead Hydrogeologist	200.00
Lead Landscape Architect	165.00
Project Manager	190.00
Senior Land Surveyor	165.00
Construction Manager	170.00
Consultant	216.00
Senior Project Community Planner	140.00
Senior Project Engineer	180.00
Senior Project Environmental Scientist	152.00
Senior Project Hydrogeologist	150.00
Senior Project Landscape Architect	152.00
Senior Staff Engineer	180.00
Senior Staff Environmental Scientist	150.00
Senior Staff Field Scientist	175.00
Senior Staff Hydrogeologist	150.00

Barton & Loguidice
Billing Rates for Calendar Year 2026

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%
Two-person survey crew	\$225/Hour

Individual staff at the following hourly rates:

Promotional Title	Billing Rate
Senior Staff Sustainability Specialist	150.00
Senior Staff Water Quality Scientist	160.00
Land Surveyor	140.00
Project Architect	165.00
Project Community Planner	132.00
Project Engineer	163.00
Project Environmental Scientist	128.00
Staff Architectural Designer	150.00
Staff Asset Management Specialist	215.00
Staff Engineer	163.00
Staff Environmental Scientist	128.00
Staff Field Scientist	135.00
Staff Hydrogeologist	128.00
Staff Industrial Hygienist	135.00
Staff Landscape Architect	150.00
Crew Chief	137.00
Resident Engineer	154.00
Asset Management Specialist II	160.00
Assistant Landscape Architect II	135.00
Community Planner II	116.00
Engineer II	150.00
Environmental Scientist II	115.00
Hydrogeologist II	115.00
Industrial Hygienist II	115.00
Assistant Landscape Architect I	135.00
Engineer I	135.00
Environmental Scientist I	105.00
Field Scientist I	95.00
Industrial Hygienist I	92.00
Architectural Designer II	135.00
Engineering Designer II	168.00
Architectural Designer I	123.00
Engineering Designer I	137.00
Senior Engineering Technician	150.00
Senior Architectural Technician	116.00
Engineering Technician	124.00
Environmental Technician	92.00
Instrument Operator	95.00

Barton & Loguidice
Billing Rates for Calendar Year 2026

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%
Two-person survey crew	\$225/Hour

Individual staff at the following hourly rates:

Promotional Title	Billing Rate
Senior Inspector	140.00
Construction Management Technician II	132.00
Inspector II	132.00
Construction Management Technician I	110.00
Inspector I	122.00
Construction Monitor I	92.00
Director of Risk Management	164.00
Senior Project Accountant	105.00
Project Accountant	90.00
Senior Marketing Specialist	105.00
Senior Communications Specialist	123.00
UAS Operator	123.00
Marketing Specialist	90.00
Communications Specialist	123.00
Engineering Aide	124.00
Office Administrator	90.00
Senior Group Technical Assistant	105.00
Project Administrator	130.00
Group Technical Assistant	90.00
Intern - Technical	92.00