July 14, 2025

VIA E-MAIL: Ryan Buckley <rpbuckley25@gmail.com>

Ryan Buckley
33 Barclay Street #1
Worcester, MA 01604

Re: Design/Permitting
129-131 Haverhill Road, Amesbury, MA
Parcel ID: 83-24, 83-21E, 83-21F

Ryan,

Level Design Group, L.L.C. (LDG) is pleased to submit this proposal for services for the above-mentioned property. This proposal is complete through the start of Construction. Client endorsement will constitute acceptance of this proposal which, once accepted, will become the contract between the parties.

1.0 SCOPE OF SERVICES

1.1 SURVEY – MASSDOT ROW AND CENTERLINE

1.1.1 Research:
A project surveyor will research property line records at Amesbury Town Hall and the Plymouth Registry of Deeds for record deeds and plans of the locus parcel and surrounding parcels utility records, zoning requirements and FEMA flood zone information.

1.1.2 Field Survey:
A survey Crew shall perform an existing conditions survey of approximately 300 l.f. within the Route 110 ROW approximately 0.45± acres, conforming to Existing Conditions survey standards and establishing location of property corners and street lines for the subject property with the Haverhill Road, MassDOT Rt 110, Right-of-Way. LDG will conduct a full topographical survey locating all above ground physical features including but not limited to, edge of pavement, buildings, fences, walls, limits of all regulatory areas (previously surveyed and provided) and utilities, based on those visible in the field and from readily available existing records or as marked by dig safe. Manhole invert "measure downs" will be taken on-site and in abutting streets as required (excluding any that would require a police traffic detail).

1.1.3 Existing Conditions Plan:
LDG staff will amend the existing site conditions plan provided, completed by Fieldstone Land Consultants, PLLC showing the property lines, structures, easements, setbacks, 1-foot contours, limits of all regulatory areas, and existing utilities and inverts. LDG will use this information to prepare an engineered stormwater management plan.

1.2 WETLANDS DELINEATION – CERTIFICATION – INVESTIGATION - PLAN

1.2.1 Assumed Complete by others. A report will be provided and approval for the delineation is assumed complete for purposes of this proposal.

1.3 SITE PLAN

1.3.1 *Drainage improvements are required to limit the stormwater flow increase:* LDG will utilize a local contractor for the completion of soil testing associated with the proposed development and drainage at the subject parcel. The contractor will be retained for one day to complete testing on property and will include the dig-safe necessary to complete 2 pits to a depth of 10' or groundwater whichever comes first. LDG will detail the results of this testing and will supply the requisite soil evaluator or Professional Engineer for witness of such testing. LDG will design and prepare a Stormwater Management System for the site, including water quality mitigation. ***The Town review engineer must also be tasked with this review prior to completing the testing.***

1.3.2 LDG will prepare drainage calculations for the layout for locating and sizing drainage structures within the proposed site development in comparison to the approved existing drainage previously permitted and in accordance with Massachusetts Stormwater Policy and Town of Amesbury requirements. LDG will also prepare required engineering reports including a Stormwater Management Report, Operation and Maintenance Plan, Long Term Pollution Prevention Plan, and a Stormwater Pollution Prevention Plan in accordance with the Town of Amesbury requirements.

1.3.3 LDG will prepare a layout plan for the layout areas, 'cemetery/compost' areas and associated on-site roads/drives inclusive of fire lanes as necessary. The layout plan will include the location of the conservation no-touch areas, the proposed equipment storage and material processing.

1.3.4 LDG will prepare an erosion and sedimentation control plan.

1.3.5 LDG will prepare standard details in accordance with local requirements.

1.3.6 LDG will not provide a Landscape Plan under this proposal.

1.3.7 A photometric plan will not be prepared under this proposal

1.4 Traffic Impact and Access Study (TIAS)

The TIAS will be developed for the submission with associated documentation and regulations to supplement the submissions for Curb Cut Permit. The documentation will be prepared in accordance with the assumption that the permit can be filed as a minor modification of existing curb cut.

1.4.1 Traffic Impact and Access Study (TIAS)
LDG or their assigns will:

Visit the site to observe existing traffic patterns and parking in the area. Review available area studies from the Town and MassDOT. LDG will review with the project team and the Client requirements ascertained from these meetings;

Compile automatic traffic recorder counts for a minimum forty-eight hour period to gather weekday data and the site vicinity;

Compile turning movement and vehicle classification data for the following surrounding roadways during the Two-hour weekday morning peak period and the a two-hour weekday evening;

- Haverhill Road at the site driveway
- Haverhill Road at Kimball Road
- Haverhill Road at Pond Hill Road

Adjust provided data for seasonally required data modifications to obtain existing 2025 traffic volumes and their conversion to 'typical' month volume;

Obtain accident data for the study area intersections from the files of the MassDOT, Massachusetts State Police and from the Town of Amesbury for the most recent 3-yr period;

Assess the sight distances from the proposed site driveway on surrounding roadways;

Estimate future no-build traffic volumes from historical traffic counts and from the provided information. Background information will be modified as appropriate based upon these counts and data.

Estimate traffic generated by the project. Traffic generated by the project would be added to the No-Build conditions networks to develop the build condition traffic volume network for each analysis period (weekday morning and evening)

Assess volume-to-capacity ratios and level of service for existing and future conditions. The traffic analysis will be based on the existing street system and planned improvements. The extent and nature of any system deficiencies will also be identified. The analysis method will use the accepted HCM program as requested by the MassDOT. The following analysis conditions will be examined.

- Existing Conditions-2025
- Future conditions without the proposed project (No-Build condition)-2030
- Future conditions with the proposed project (Build condition)-2030 unmitigated
- Future conditions with the proposed project (Build condition)-2030 mitigated, if necessary.

Identify potential off-site roadway improvements as necessary, to mitigate project related impacts;

Review on-site parking and traffic circulation and make recommendations as necessary to serve the project;

Prepare a draft study summarizing the results of the analysis for your review and comment;

Prepare a final study, upon review and approval of the draft, which incorporates pertinent comment for use in submitting for the local project approval process.

1.5 PERMITTING

1.5.1 Based upon Site Planning detailed above LDG will prepare and submit an application to MassDOT. The application process is similar with and without a building proposed, however the permitting for the building will require the TIAS being completed, the "Modification of an existing curb cut use" will be based upon no change in structures and would only require information from Client on burial methods, funeral precessions (typical) and material handling operations.

1.5.2 Based on Client approval of the Site Plan detailed above. LDG will prepare and submit a Site Plan and associated Special Permit application for the proposed use, for review by the Town of

Amesbury Planning Board for Site Plan and Special Permit Review. LDG will prepare and submit an application for the associated Site Plan review. LDG will attend three meetings with the Planning Board or staff as part of this task.

1.5.3 Based on Client approval of the Site Plan detailed above. LDG will prepare and submit a Notice of Intent and associated documentation, to the Town of Amesbury Conservation Commission for work adjacent to the resource areas on and within 200' of property locus. LDG will attend up to One (1) public hearing for this proposal.

1.5.4 LDG will submit design plans to the Town of Amesbury Fire Department, for review and approval. Under this proposal LDG will attend two meetings with the Department personnel.

1.6 CONSTRUCTION DOCUMENTS

1.6.1 LDG will finalize site design and plans in accordance with approvals granted and suitable for bidding and construction.

1.6.2 LDG will, prepare an EPA NOI for NPDES disturbance of greater than 1 Acre and file on-line for coverage with the creation of a Stormwater Pollution Prevention Plan (SWPPP).

1.7 CONSTRUCTION OBSERVATION

1.7.1 LDG will review site related construction shop drawings.

1.7.2 The site/earth disturbance is greater than 1 Ac. As such LDG will provide ten (10) construction site visits with a written field report of observations to follow. LDG will provide general field site conditions, there are no geotechnical, compaction or other test included herein.
This methodology does not meet the current 2023 EPA standards for Stormwater inspections. The EPA mandates inspections by a licensed inspector every 10days or rainfall event in excess of 0.25" of rainfall, during the period of earth disturbance.

1.7.3 LDG will utilize their Massachusetts Registered Professional Land Surveyor to prepare an as-built plan of the drainage system prior to completion of paving on-site. LDG will evaluate the plan prepared for compliance with the contract drawings and recommend any modifications necessary to the system, if required. ***The Client or their assigns will notify LDG within three (3) business days of the completion of the drainage system for survey coordination.***

LDG can provide Construction Stakeout for construction control, however it is assumed at this time that this work would be contracted directly to the contractor.

1.8 AS-BUILT PLAN AND PERMIT CLOSEOUT

1.8.1 LDG will utilize their Massachusetts Registered Professional Land Surveyor to prepare the field survey of as-built site conditions, limiting survey to the area of disturbance anticipated. LDG will then provide a complete as-built plan of the completed project based on contractor data, provided by The Client or their assigns and the field survey.

1.8.2 LDG will prepare an Engineer's Certificate and a request for a Certificate of Compliance from the Amesbury Planning Board and attend one meeting.

1.8.3 LDG will prepare an application for the Certificate of Compliance and associated Engineer's Certificate and a request for a Certificate of Compliance from the Amesbury Conservation Commission and attend one meeting.

1.8.4 LDG will closeout the permit documents with MassDOT, which will require the filing of a certification statement, as-built and permit closeout document.

2.0 SCHEDULE OF SERVICES

Level Design Group, L.L.C. will commence the work outlined in **Section 1.0, SCOPE OF SERVICES** upon receipt of your authorization to proceed. We anticipate the completion of the various tasks in accordance with the following schedule:

Section	Timeline
1.1	Six Weeks
1.2	N/A
1.3.1	As Scheduled with Review Agent
1.3.2-1.3.7	Six Weeks
1.4	Seven Weeks
1.5, 1.6, 1.7 & 1.8	As Necessary

We will make every effort to meet your schedule.

3.0 FEES FOR SERVICES

Estimated labor for the tasks outlined in the Scope of Services is as follows:

Item	*Description*	*Cost*	*Terms*
1.1	Existing Conditions Survey	$ 4,520.00	Lump Sum
1.2	Wetlands delineation	$ 0.00	Lump Sum
1.3.1	Soil Testing	$ 1,500.00	T&M
	Excavator	***$ 1,410.00***	***T&M***
1.3.2-1.3.5	Site Plan – No Building	$ 8,520.00	Lump Sum
1.3.6	Landscape Plan	$ 1,000.00	Lump Sum – no stamp
1.3.7	Photometric	$ 0.00	Lump Sum
1.4	TIAS	$ 18,210.00	T&M
1.5.1	MassDOT-No Building	$ 6,500.00	T&M
1.5.2	Site Plan Approval-No Bldg	$ 4,500.00	T&M
1.5.3	Conservation-no Bldg	$ 4,500.00	T&M
1.5.4	Fire/Water/Sewer	$ 500.00	T&M
1.6.1	Construction Plans	$ 2,200.00	Lump Sum
1.6.2	NPDES Stormwater	$ 3,000.00	Lump Sum
1.7.1, 1.7.2	Construction	$ 10,000.00	Allowance
1.7.3	Drainage Survey	TBD	
1.8	Closeout	$ 10,000.00	Allowance

Reimbursable Expenses ***$ 8,000.00*** ***Allowance***

Additional work that is requested and not included in this scope of services will be billed on a time and materials basis. The fees associated with reimbursable expenses are the expense only and do not directly reflect the personnel time associated with each item. Additional work includes but is not limited to meetings with the Client or Town officials not detailed above, comment responses to 3rd party reviews, land surveying requested by the Town, filing of additional permits, etc. It shall be the responsibility of the Client to request clarification from LDG on whether a request for services is considered additional work or is included in the original scope of services.

Major project and design changes will be subjected to the review and approval of an issued change order by LDG. LDG will not proceed with major changes unless a change order has been approved. Major changes include but are not limited to project scope changes, project layout changes, changes in project use, etc.

4.0 STANDARD FEE SCHEDULE

Service	Hourly Rate
Engineering Hourly Labor Rates:	
Principal	- $ 250.00
Snr. Engineer	- $ 190.00
Traffic Engineer	- $ 170.00
Project Manager/Engineer	- $ 150.00
Engineering Staff	- $ 120.00
Technical Staff	- $ 105.00
Surveying Hourly Labor Rates:	
Survey PLS	- $ 175.00
Survey Setup (office)	- $ 120.00
Survey Crew (1 Person/Robot)	- $ 185.00
Survey Crew (2 Person)	- $ 205.00
Survey Crew (Drone)	- $ 300.00
Surveying Staff	- $ 120.00
Technical Staff	- $ 105.00
Other Hourly Labor Rates:	
Expert Witness in Court	- $ 325.00 ***or as amended in section 5 for personnel***
Contract Administrator	- $ 150.00
Clerical	- $ 115.00
Landscape Architect	- $ 150.00

Expense	Material Rate
Surveying & Engineering Expense:	
Iron Rods	- $ 10.00 per rod
Concrete Bounds	- $ 110.00 per bound/or current cost
Granite Bounds	- $ 180.00 per bound/or current cost
Stakes (3’ Grade)	- $ 2.25 per stake

Stakes (hubs)	- $ 1.50 per stake
Sieve Analysis	- $ 250.00 per test
Permeability Testing	- $ 2,500.00 per test

General Expenses:

Plan Prints	- $ 4.00 Bond, $8.00 Color, $10.00 Mylar (24x36) Per sheet
	- $ 4.00 Bond, $5.00 Color, $8.00 Mylar (24x18) Per sheet
	- $ 4.50 Bond, $10.00 Color, $20.00 Mylar (30x42) Per sheet
	- $ 6.00 Bond, $10.00 Color, $16.00 Mylar (36x48) Per sheet
Copies	- $ 0.20 B&W, 0.40 Color (8 ½ x 11") Per sheet
	- $ 0.50 B&W, $0.75 Color, $2.00 Mylar (11x17) Per sheet
	- At cost if sent out
Scans	- $ 10.00 B&W, 2.00 Color Per sheet
Mileage	- $ 0. 675 per mile-*or current Federal Rate*
Check Fee	- $ 5.00 per Check written by LDG for reimbursable project expenses

5.0 RIGHT OF ENTRY

The client hereby warrants, if the property is not owned by the client, that permission has been granted for a right-of-entry by LDG, its agents and staff for the purpose of performing all services described in the scope of services. On occasion, LDG may request written right-of-entry authorization prior to commencement of services.

6.0 ASSUMPTIONS / EXCLUSIONS

6.1 There are no hazardous materials on-site which would require LDG personnel to be 40-hr OSHA certified.
6.2 LDG will not provide application fees for applications as required.
6.3 Monuments of record and/or previous control established for the work associated with this contract are recoverable in the and their field location agrees with the record location within reasonable surveying tolerances.
6.4 Inclement weather, including snow cover, will affect timeline and ability to perform reconnaissance and field recovery as noted herein.
6.5 LDG will provide no analysis or support for access permits required by RIDOT associated with site and access modifications.
6.6 It is assumed that the land is not currently held in agricultural exemption, or Article 97.

7.0 PAYMENT TERMS

A minimum retainer of ***$5,000.00*** shall be payable upon executing of this agreement to be applied against price of the design/soil eval with the remaining balance to be paid the day of the field staking of the property.

Invoices for services will be billed monthly or whenever a plan or report is completed. By the signing of this proposal, it is agreed and understood that payment will be made upon receipt invoice or at time of plan pick-up or prior to mailing out. It is further understood that any balances on this account remaining unpaid for a period of 30 days will incur a service charge of 1½% per month (annual rate of 18%). It is further agreed that if the account is turned over for collection, reasonable attorney's fees and cost for collection

shall be added to the unpaid balances, whether or not legal action is instituted. It should be noted in this case that reasonable fees for time expended by Level Design Group, L.L.C. in this regard will be considered as part of the cost of collection Level Design Group, L.L.C. reserves the right to stop work on all projects for a client in the event that one or more of the client's accounts is in arrears in excess of 30 days. If LDG has stopped work on a project for this reason, we will not be responsible for consequences, financial or otherwise associated with project delays or final completion thereof.

Ownership of Documents: All documents, including original drawings, AutoCAD files, all other digital and computer files, estimates, specifications, field, notes and data are and shall remain the sole and exclusive property of the Engineer as instruments of service. The Client may at his/her expense, obtain record prints of drawings, in consideration of which the Client will use them solely in connection with the above described project and not for the purpose of making subsequent extensions of enlargements thereto.

Engineers Liability: To the fullest extent permitted by law, and notwithstanding any other provisions of this agreement the total liability, in the aggregate, of Engineer and Engineer's Officers, directors, partners, employees, agents and engineer's consultants, and any of them, to owner and anyone claiming by, through, or under owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the project or the agreement from any causes of causes including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied of the Engineer or Engineer's officers, directors, partners, employees, agents or Engineer's consultants or any of them, shall not exceed to total compensation received by the Engineer under this agreement, or $1,000,000 whichever is lesser.

Please sign the enclosed copy of this letter and return it to this office. We will proceed with the work upon receipt of this work order.

Authorized and guaranteed by:

_____(Signature)

_____(Print)

Date:

Tel.:

Yours Truly,

LEVEL DESIGN GROUP, L.L.C.

_____

Sarah E. Campbell, E.I.T., Principal

Any service requested of Level Design Group, L.L.C. other than those indicated in the above scope will be considered additional. If requested LDG will provide additional services in accordance with the attached fee schedule.

The following is a list of other services not included in the above Scope:

1. Attendance at site walks/meetings/public hearings other than those included within the scope.
2. Additional field surveys.
3. Revisions to the design due to requests of the client, approving boards, and authorities.
4. Bidding and construction services.
5. Construction inspections services.

Contract Standard Terms and Conditions

Proposal Time Limitations. Proposals shall be executed by the Client and returned to LDG within thirty (30) days of the proposal date. The fees for services quoted herein are based upon current charge rates and current workload schedules that are subject to change. Level Design Group, LLC (LDG) has the right to reject or modify any terms in any proposal over 30 days old.

Fees, Invoices and Payments Invoices for any services rendered will be billed at the option of LDG at any time and are payable upon presentation. Invoices will be usually issued monthly or bi-monthly or at or near completion of the project at the option of LDG. Payments are to be made within ten (10) days after the billing date. Invoices will be sent to the Client at the address provided via mail, delivery service, e-mail, in-person or other electronic means at the discretion of LDG. Interest on unpaid balances will be charged at 1.5% per month after 30 days. LDG reserves the right to terminate, stop work or rescind any work products without penalty under this contract if payment is not received in accordance with this provision. All accounts unpaid after 30 days may have additional fees for professional time spent on collection activities. LDG reserves the right to place liens for non-payment after 30 days. Unpaid fees after thirty (30) days, unless a separate written agreed and mutually signed document exists for additional payment terms, may be forwarded to an attorney or collection agency or in-house collection activities and the Client specifically agrees to pay any additional fees, to include interest, administrative fees, Professional Service fees for any time spent performing collections activities and any fees or expenses based on LDG's current fee schedule, collections expenses by others, lien charges, filing fees, court fees, court preparation time and legal costs. LDG accepts payment in the form of cash and checks, ACH payments may be accepted on a case-by-case basis with stipulations such that payments made must be accompanied by email notification of payment type, amount, date and invoice to be credited. Without acceptance of this policy LDG reserves the right to refuse ACH as an acceptable payment method. All invoices must be paid in full and that checks, or payment made with notations such as "final payment" or "balance due" do not negate further payments required for work rendered and that invoices sent for work will be paid per this agreement. All payments made shall refer to an invoice number and absent documentation LDG will apply said payment to the oldest project invoice at the discretion of LDG. If your account becomes past due, and we have to refer your account to a collection agency, you agree to pay all costs of collection, including lawyer and/or collection agency fees.

Retainers: A retainer payment may be required prior to the execution of or delivery of services. Retainers are held by LDG and credited at or near the final invoice or LDG may credit or apply a portion of the retainer to an invoice at LDG's discretion if the project is winding down. Any retainers not already credited to the Client will be returned to the Client upon completion of project(s). No interest is accrued or paid on any retainers held by LDG.

Change of Scope or Additional Services: If, during the progress of work under this contract, there is a change in the scope of the work as requested by the Client, or as required by circumstances or by other authorities with the acknowledgment of the Client. the Client acknowledges that the change of scope or additional work will incur additional fees based on our current fee schedule and may also incur additional expenses and schedule changes compared to LDG's original scope of services. LDG will at our option change the scope of work on a verbal request by the Client or their authorized representative but would request a follow-up email, email acknowledgment or other written confirmation. An estimate of any additional fees for the change of scope, or additional services will be given to the Client upon request Any delays or acceleration of time frame required for the completion of services by the Client or others for reasons outside of the control of LDG may require an adjustment to LDGs scope and fees for the uncompleted portion of the work.

Fee Schedules: LDG fee schedules are subject to change based on current market conditions and may vary for different types of work on different types of projects. Any Client who did not receive a copy of LDG's current fee schedule is welcome to request one. If the Client received a fee schedule at the time of contract execution for a non-prevailing wage project, then LDG will honor that fee schedule for a 6-month period. After 6 months LDG can at our discretion modify or change our fee schedule. If a Client hires LDG, and LDG later finds out that this project requires prevailing wage rates to be paid to staff and/or certified payroll reports and/or additional payroll reporting, certifications or custom client based invoicing methods, then LDG has the right to invoice the Client for additional services or adjust our fees. LDG fee adjustments will be based on LDG's Fee Schedule differences, based on the differences between fees schedules or additional wages required. Any future invoices on that project will be based on LDG current prevailing wage schedule going forward, and that fee schedule can be adjusted at any time based on rate changes.

Reimbursable Expenses: Out-of-pocket expenses such as for deed, plan, utility, research, duplication, delivery, parking, printing, tolls, police detail, permits, licenses, fees, monumentation expenses, that are generated for the benefit of the Client's project are to be charged as an additional expense to the client at either cost times 1.10 or at a fixed rate for selected items such a hardcopy plan prints and copies, mylars, archive retrieval fees, mileage reimbursement, control markers, stakes or boundary monuments set for the client like iron rods with survey caps, granite or concrete bounds, hubs and stakes and MAG spikes etc. These expenses can be in addition to lump sum and fix fees for services performed

Overtime, non-standard work hours, Expedited or Rush work, Expert Witness Fees. LDG fee schedules are subject to premium rate at one and a half (1.5) times the current fee schedule rate for all overtime work to include Client work, over 8 hours worked in a day, evening or night work, early morning work, work on Saturdays. Work performed on Sundays or State and Federal holidays will be billed at two (2) times the current fee schedule. Rush work requested by the Client if approved by project manager will incur a premium charge rate of 1.5 to 2.0 times the normal charge rate or if a fixed fee project an expedited additional charge added at LDG discretion not to exceed 2.0 times the original fixed fee if LDG has to expedite one project over others that are waiting or the Client requests a faster completion time than LDG estimates, or if LDG staff has to switch projects they are working on to complete another, or have staff work overtime to complete. Client agrees to pay fees for preparation, appearance, and testimony in any legal action related to the project, even if LDG staff are compelled by a subpoena from another party. Any expert witness testimony, legal preparation, or court time is to be billed at two (2) times the normal fee schedule for professional PE, PLS, or Principal time with a 4-hour minimum.

Risk Allocation and Limitation of Liability: Except for gross negligence on the part of LDG, the Client agrees to indemnify and hold LDG harmless to such an extent that will limit all liability, claim for damages, cost of defense, or expenses which may be levied against LDG due to any reason to a sum not to exceed one (1) times the fees paid to LDG for services on said project paid by the Client The Client further agrees to notify any contractor or subcontractor or third party who may rely on or perform any work in connection with any study, survey, Plan, report or design prepared by LDG of such limitation of professional liability for errors, omissions, negligence or design defects, and to require, as a condition precedent of their performing their work, a like indemnity and limitation of liability on their part as against LDG. In the event that the Client fails to obtain a like indemnity and limitation of liability, the Client agrees to indemnify any liability of LDG to such contractor or subcontractor arising out of alleged errors, omissions, negligence or design defects, and any liability shall be allocated between the Client and LDG in such a manner that the aggregate liability of LDG for such claim(s) to all parties, including the Client, shall not exceed the amount of two (2) times the fees paid for services by the Client to LDG for its services on that project. In the case of proven gross negligence by LDG, the Client agrees to limit the liability of all claims regarding LDG services to five (5) times the fees paid by the Client to LDG or $50,000.00 whichever is less. This limitation of liability clause shall survive forever even after services are complete.

Delivery of Digital or CAD file: Delivery of CAD files to the Client are not normative and are only delivered on a case-by-case basis at the discretion of LDG and may be assessed both a digital client preparation fee and or CAD convenience fee. LDG does not warranty any use or suitability of any CAD file for any purpose and any use is at the Clients own risk. The Client does not own any digital file and is not to let or allow any other third parties to use for any purpose any LDG CAD or digital file without written permission from LDG. LDG does not warranty or guarantee any use of a digital file other than just printing a hard copy of a final delivered pdf document for their own use for the current project only and for keeping a record. LDG does not permit any editing or changes or future uses of any LDG digital file without the written consent of LDG. The Client is to indemnify LDG and its staff from all liability arising from any use of, or modifications to, or use by others for any other purpose other than the original project and scope it was prepared for. LDG plans and files are copyrighted, and unauthorized use is prohibited by law. See also Ownership of Plans and Documents.

Contract Standard Terms and Conditions

Ownership of Plans and Documents. All field notes, field data, logs, reports, plans, calculations, working drawings, estimates, sketches, digital files of any kind of service performed, or other works prepared by LDG will be regarded as instruments of service in any format, shall remain the exclusive property of LDG. LDG shall retain ownership of all common law, statutory and reserved rights including copyright in all instruments of service. LDG plans and reports are instruments of service and the Client agrees that all work and deliverables furnished to the Client by LDG are owned by LDG and that the Client can use and can make limited copies of the instruments of service only for the intended use and only for the limited scope and purpose as shown, and only for use on the specific project that LDG was contracted for and not for any subsequent extension or enlargements thereto. The Client's use of instruments of service are limited to a limited license use only as specifically created for and for that purpose only and these products are not to be used or relied on for any other project or modified in any manner for use on another project. Any modification to any instrument of service is prohibited, and if a Client uses or lets others use, or modify the product in any form or any way for any other use or purpose it shall be at Clients sole risk. The Client is to indemnify LDG and its staff from any liability arising from such misuse of; or modifications to or use by others for any other purpose other than the original project and scope it was prepared for.

Right of Entry, Real Property, and Utilities: By hiring LDG, the Client gives LDG staff, its subcontractors and consultants all necessary permission to enter upon the site to conduct site reconnaissance, field examinations, surveys, soil tests and other work as required to accomplish LDG Scope of Work. It is understood by the Client that these surveys and tests may require the rutting or damage to brush, trees and that the digging of holes for soil tests, borings may cause noticeable and lasting disturbance to the site. LDG and its workers will attempt to take reasonable precautions to avoid excessive damage, but use of vehicles, machinery and equipment during the scope of work can cause significant disturbance to ground surfaces, walls, trees and landscaped features and the Client shall indemnify LDG and its workers from all liability for any Property damages to any ground areas, vegetation or underground utilities or existing infrastructure while performing work for the Client. If the Client is not the sole owner of record of the site at the time of our services, it shall be the Client's responsibility in advance to obtain rights of entity and all permissions for any scope of work required from the current owners of the site before authorizing LDG to perform any site work.

Standard of Care: LDG shall perform its work in a manner consistent with the present prevailing standard of care and skill ordinarily exercised by members of our profession practicing under similar conditions within our geographic vicinity. No other warrantee, representation or guarantee, expressed or should be implied to our standard of care in this agreement

Use of Stakes, Nails or other Markings: Neither the Client, nor the Client's contractor, nor any third parties, shall use stakes, nails or other markings set at, on or near the site by LDG for construction or the installation of any facility or structure before obtaining a written staking report or plan that verifies and confirms that the stakes or other markers were set on or were offset points set for the intended purpose and are in place to the accuracy appropriate for the intended use.

Project Delays, Weather, Schedule Delays: Where field services and weather conditions can vary in places and times and other events may happen that can cause delays to our staff or downtime due to site access or other unsafe or harsh site conditions, or the site is not ready for our services, LDG may have delays to our field schedule and services to the Client for issues outside of LDG control. Scheduled project time spent by our staff for downtime for inclement weather-related issues or other site delay issues outside of LDG control will be charged to the Client at our standard fee schedule rates. LDG will make reasonable efforts to avoid delays it can control. The Client agrees to hold LDG harmless for delays outside of its control including but not limited to, Site access delays, illness, accidents, parking, labor strikes, failure of equipment, unanticipated degree of difficulty encountered, weather issues, moved, destroyed or inaccessible survey control monuments, permits or special training required, police details, traffic, delays caused by other contractors or sub-contractors, safety issue delays, or delays with approving agencies will cause estimated completion schedules to be extended for a reasonable period of time lost by reasons of any aforementioned causes outside of LDG control. These issues can also affect the Clients schedule, require additional project expenses or service fees and project and construction schedules may need to be modified by the Client.

Private Records Hazardous issues: Client agrees to disclose all pertinent site information, private records or known issues about the property to LDG staff that can affect our scope of services or site safety issues for our staff at the locus site. Some of these issues can include but is not limited to, hazardous site conditions, known site contamination, buried waste, underground utilities or tanks, property occupation lines, unrecorded easements or boundary agreements, known boundary markers set by you or by others, unrecorded survey or engineering plans, boundary staking worksheets or known plans by others that may affect the site. LDG services do not include any testing for oil or hazardous materials or dangerous substances on site or any Chapter 21E investigations, nor does it have any obligation to test, evaluate or analyze any hazardous materials.

Defects. Errors, Claims: In the event of any alleged error, omission, negligence or design defect, the Client must bring it to the attention of LDG and if LDG agrees there is something that needs to be fixed or corrected due to an error with LDG's deliverables of service, then LDG will issue an update or correction at no cost to the Client If LDG does not correct the defect in its installment of service and the Client pursues any claim against LDG, it must be brought about no later than one (1) year after the completion of services for that Client on the described project.

Termination Provision: If any progress payments due and payable to LDG are not paid in accordance to the terms of this agreement, LDG may stop all work until payment of the amount due has been satisfied. Additionally, in the event of non-payment of any amount due and payable, LDG reserves the right and may terminate services under this agreement, or at LDGs option the Client can make full payment and pay in full any monies currently due but not yet billed as well as any estimated retainer to satisfy LDG to continue. In the event LDG so elects to terminate its services with notice to the client, LDG shall retain sole and exclusive title and possession of all work products performed for the Client This work is to include all plans, sketches, notes, surveys, reports and other documents in any form submitted prior to default by the client to any governmental agencies and LDG shall retain all rights to these documents as collateral against any payment due and LDG reserves all rights to recall these documents from any source without recourse to the Client. If LDG exercises its rights to terminate its services under this clause for lack of payment, said termination shall not be deemed by any party to constitute a breach of contract by LDG.

Data Privacy: Level Design Group LLC collects personal information (ie name, address, property identifiers, etc) to assist in the operation of our business and provide our clients with our services. We will not disclose information provided by you except when necessary to provide services or products you have ordered, as required by law or in response to a subpoena or search warrant, or as necessary to enforce the Terms of Service. We do not sell our clients information for marketing purposes. We do not collect or store financial data related to online payments through Intuit (QuickBooks). For more information related to Intuit's data use and privacy statement please go to intuit.com/privacy/statement.

Assignment: Neither the Client nor LDG shall assign its interest in this agreement to any other party without the written consent of the other.

Applicable Law: The agreement shall be subject to and interpreted by LDG Management and construed according to the laws of the Commonwealth of Massachusetts. The Commonwealth of Massachusetts shall be the sole jurisdiction for all legal actions.

Severability: If any term, condition, or other provisions of this agreement is held to be unenforceable, the remaining provisions or portions shall remain in place, valid and binding on both parties.

Entire Agreement: This agreement, including any attachments, incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to this agreement shall be in writing and signed by authorized representatives of the parties.