

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT made this 9th day of January,
2017, by and between the TOWN OF LEWISTON ("Town") and GHD
CONSULTING SERVICES, INC. ("GHD"):

1. The Town hereby engages GHD and GHD hereby agrees to perform services upon the terms and conditions hereby set forth.
2. The Term of this Agreement shall commence on January 9, 2017, and shall terminate on the first meeting of the Town Board in January, 2018.
3. GHD agrees to render general engineering services including:
 - a. Attendance at all regular Town Board meetings and work sessions,
 - b. Attendance at Planning Board meetings as requested,
 - c. Advice on technical matters with the Town Board and Departments,
 - d. General consultation regarding regulatory compliance issues,
 - e. Consultation concerning code review and interpretation,

- f. Development of preliminary project cost estimates for planning purposes, and
- g. Spot inspections at the request of the Town Board or Departments.

For such services the Town shall pay GHD \$12,000 per year payable in monthly installments.

- 4. GHD shall provide additional engineering services associated with particular Town projects according to the rates in Attachment A, which is hereby incorporated into this Agreement. GHD will submit an itemized bill or invoice to the Town for all such services rendered. No services will be provided or billed under this section without prior approval by the Town Board.
- 5. GHD shall maintain statutory workers' compensation insurance. GHD shall also maintain professional, pollution, general, auto, and employer's liability coverage in the principal amount of at least \$2,000,000.00. Certificates of insurance shall be provided upon request.
- 6. GHDS's services are solely for Town's benefit and may not be relied upon by any third party without GHD's express written consent. Any use, change, or distribution of Work Product without the written consent

of GHD shall be at Town's risk and will not give rise to liability of GHD.

7. GHD shall perform its professional services in the manner consistent with the level of care and skill ordinarily exercised by other professional firms acting under similar circumstances and at similar times. GHD makes no other warranty, implied or expressed.
8. GHD shall indemnify and hold harmless the Town, its employees, agents and assigns to the extent GHD's negligence or willful misconduct causes liability for the Town. Neither party shall be liable for any consequential loss, injury or damages suffered by the other party, including but not limited to loss of use, earning, and business interruption.
9. To the maximum extent permitted by law, GHD's liability and that of its employees, agents, directors, officers, and subcontractors to the Town due to any negligent acts, errors or omissions, shall not exceed \$2,000,000.00, except as to damages resulting from the gross negligence or willful misconduct of GHD.
10. The Town acknowledges that the pre-existing presence, if any, of pollutants, and other potentially hazardous conditions at the project site were not caused by or are not the responsibility of GHD, and that this contractual

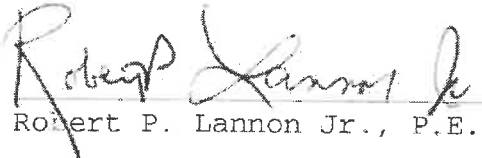
arrangement does not transfer any legal responsibilities
for such conditions to GHD.

IN WITNESS WHEREOF, the parties certify their hand and seal
this 9th day of January, 2017.

TOWN OF LEWISTON

By: 
David Steve Broderick, Jr.
Supervisor

GHD

By: 
Robert P. Lannon Jr., P.E.,



2016/2017 USA Fee Schedule

Principals:	\$190.00 - \$220.00	Information Technologists:	
Associates:	\$165.00 - \$215.00	◆ Level A	\$107.00
Specialist:	\$180.00 - \$220.00	◆ Level B	\$117.00
Engineers:		◆ Level C	\$128.00 - \$138.00
◆ Level A	\$112.00	◆ Level D	\$148.00 - \$158.00
◆ Level B	\$122.00	◆ Level E	\$173.00 - \$183.00
◆ Level C	\$134.00 - \$154.00	◆ Level F	\$205.00 - \$215.00
◆ Level D	\$159.00 - \$170.00	Database Analysts:	
◆ Level E	\$175.00 - \$185.00	◆ Level A	\$92.00
◆ Level F	\$205.00 - \$215.00	◆ Level B	\$102.00
Geologists/Hydrogeologists:		◆ Level C	\$118.00 - \$138.00
◆ Level A	\$112.00	◆ Level D	\$152.00 - \$172.00
◆ Level B	\$122.00	◆ Level E	\$182.00 - \$192.00
◆ Level C	\$134.00 - \$154.00	◆ Level F	\$197.00 - \$207.00
◆ Level D	\$159.00 - \$170.00	Technicians/Technologists:	
◆ Level E	\$175.00 - \$185.00	◆ Level A	\$79.00
◆ Level F	\$205.00 - \$215.00	◆ Level B	\$97.00
Environmental Chemists/Scientists/Planners:		◆ Level C	\$112.00
◆ Level A	\$107.00	◆ Level D	\$123.00 - \$143.00
◆ Level B	\$117.00	◆ Level E	\$153.00 - \$163.00
◆ Level C	\$128.00 - \$138.00	◆ Level F	\$190.00 - \$205.00
◆ Level D	\$148.00 - \$158.00	Draft/CADD:	
◆ Level E	\$173.00 - \$183.00	◆ Level A	\$75.00
◆ Level F	\$205.00 - \$215.00	◆ Level B	\$85.00
Industrial Hygienists/Safety Professionals:		◆ Level C	\$96.00
◆ Level A	\$107.00	◆ Level D	\$106.00
◆ Level B	\$117.00	◆ Level E	\$116.00
◆ Level C	\$128.00 - \$143.00	◆ Level F	\$126.00
◆ Level D	\$153.00 - \$163.00	Technical Apprentices:	\$80.00 - \$90.00
◆ Level E	\$175.00 - \$185.00	Administrative Support:	\$63.00
◆ Level F	\$205.00 - \$215.00		