

# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 16

**WHEREAS**, the Town of Uxbridge ("Owner") and Raymond Design Associates, Inc., (the "Designer") (Collectively, the "Parties") entered into a contract for Designer Services for the Uxbridge High School Project on August 10, 2009 (the "Contract"); and

**WHEREAS**, Amendment No. 1 was approved by the SBC on October 28, 2009 and Amendment No. 2 was approved by the SBC on April 29, 2010 and Amendment No. 3 was approved by the SBC on August 5, 2010 and Amendment No. 4 was approved by the SBC on August 18, 2010 and Amendment No. 5 was approved by the SBC on October 7, 2010 and Amendment No. 6 was approved by the SBC on November 29, 2010 and Amendment No. 7 was approved by the COWG on December 15, 2010 and Amendment No. 8 was approved by the SBC on February 2, 2011 and Amendment No. 9 was approved by the SBC on May 18, 2011 and Amendment No. 10 was approved by the SBC on October 26, 2011 and Amendment No. 11 was approved by the SBC on April 11th, 2012 and Amendment No. 12 was approved by the SBC on May 9th, 2012 and Amendment No. 13 was approved by the SBC on June 13th, 2012, Amendment No. 14 was approved by the SBC on August 22nd, 2012 Amendment No. 15 was approved by the SBC on December 12, 2012

**WHEREAS**, the parties wish to amend the Contract with Amendment No. 16 as of October 16, 2016;

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform additional services pursuant to Article 8 of the Contract and as specified in Section 4.11 to provide services for required project closeout activities:

Proposed Additional Fee: **\$17,689**

2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services	Original Contract	Previous Amendments	Amount of This Amendment	After This Amendment
Feasibility Study Phase	\$120,000	\$34,650		\$154,650
Schematic Design Phase	\$180,000	\$26,510		\$206,510
Design Development Phase		\$640,000		\$640,000
Construction Doc Phase		\$1,133,420		NTE \$1,133,420
Bidding Phase		\$83,960		\$83,960
Construction Phase		NTE \$901,000		NTE \$901,000
Completion Phase		NTE \$105,551	\$2,784	NTE \$108,335
GeoTech & GeoEnv		NTE \$140,643	\$1,200	NTE \$141,843
Site Survey		NTE \$41,250	\$5,910	NTE \$47,160
Wetlands		NTE \$141,312		NTE \$141,312
Traffic Studies		NTE \$68,200	\$1,800	NTE \$70,000
Other Project Costs			\$5,995	\$5,995
<b>Total Fee</b>	<b>\$300,000</b>	NTE <b>\$3,316,496</b>	<b>\$17,689</b>	NTE <b>\$3,634,185</b>

3. The Construction Budget shall be as follows:

Original Budget: \$35,293,766  
Amended Budget: \$37,293,766

4. The Project Schedule shall be as follows:

Original Schedule:  
Amended Schedule: Design Development Complete 10/07/10  
Construction Documents Complete 02/04/11  
Substantial Building Completion 07/27/12  
Substantial Fields Completion 11/16/12

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

\_\_\_\_\_  
(print name) *TIM PRICE*  
\_\_\_\_\_  
(print title) *CHAIRMAN*  
By: \_\_\_\_\_  
(signature) *Tim Price*  
Date: \_\_\_\_\_

DESIGNER *RAYMOND DESIGN ASSOCIATES, INC*  
*GENE G. RAYMOND JR*  
\_\_\_\_\_  
(print name) *RAYMOND*  
\_\_\_\_\_  
(print title) *RAYMOND*  
By: \_\_\_\_\_  
(signature) *RR*  
Date: *10-10-2013*



**Raymond Design Associates, Inc.**  
60 LedgeWOOD Place, Rockland, Massachusetts 02370  
Telephone 781-561-5270

October 10, 2013

Uxbridge School Building Committee  
c/o Joslin, Lesser + Associates, Inc.  
44 Pleasant Street  
Watertown, Massachusetts 02472  
Attn: David Krawitz

Re: Contract Amendment #16 – Additional Services  
Uxbridge High School

David:

We are pleased to submit our proposal for Additional Services for the Design Development thru Completion Phases of Designer Services for the new Uxbridge High School.

This proposal is based on the Request for Designer Services (RFS), dated May 6, 2009, the Contract for Designer Services, signed by the Owner August 10, 2009, the Schematic Design submission, dated June 11, 2010, and the Form 3011 approved by the MSBA Board at their meeting held on July 28, 2010.

### **BACKGROUND**

This Amendment is required for the following items:

1. MA-CHPS Application Fees: The project is required to meet the minimum requirements of the MA-CHPS 'green school' program, which includes the independent certification by the Massachusetts Collaborative for High Performance Schools. RDA has paid two application fees to MA-CHPS, the first to 'register' the project (\$1,250 Inv dated 4/10/2010) and the second as a 'review fee' (\$4,200 Inv dated 3/22/2013), both of which are attached. Under Article 9.1.5 of the Designer Contract, the cost of filing fees for MA-CHPS compliance are reimbursable at cost plus 10%.
2. SWPPP Inspection / EPA Notice of Termination: The Town requires one final SWPPP inspection to verify the site is in full compliance with the 'Construction General Permit' (CGP) filed with EPA and Con Comm. Assuming compliance is verified, a 'Notice of Termination' (NOT) must be filed and accepted by EPA. The scope of work involved with SWPPP activities, including this closeout activity, was specifically excluded from BSC's August 18, 2010 proposal for Environmental Services and Permitting (*see Pgs 6 & 7 attached*) submitted under RDA's Contract Amendment #4, approved by the Town on August 25, 2010. Assuming that EPA approval is granted based upon a single SWPPP inspection and without need of additional work, RDA has budgeted an allowance of four (4) hours for the preparation and submittal of the NOT.
3. Conservation Commission Certificate of Compliance and As-Built Survey of Sewer Line: When the project is 'complete', the Owner must apply for a Certificate of Compliance (COC) to close out the Order of Conditions (OOC) which had been issued by the Conservation Commission as part of the site permitting process. In order to be considered 'complete', the sitework needs to be complete and stabilized. In general, this means that all paved, stoned, and mulched surfaces are paved, stoned, and mulched and

that all grass surfaces have at least 70% coverage of hearty grass growth without any bare spots larger than a ft or 2 in diameter. In addition, the Owner is required to provide an as-built survey of the installed sewer line.

In preparation of closing out the OOC, the Owner is obligated go through the OOC and make sure that it, or its contractor, has met all the requirements that are laid out in the OOC. Assuming all the requirements are complete, the Owner is required to fill out a request for Certificate of Compliance (COC), compile any documentation that COC application and/or the OOC requires, and submit it all to the Conservation Commission.

The Conservation Commission will most likely conduct a site visit and then will hold a public meeting to discuss and/or vote on the issuance of a COC (please note that it is a public *meeting*, not a public hearing, so there are no public notification requirements such as abutter notices, newspaper ads, etc.).

Once the COC is approved, the applicant will receive an actual form/permit/certificate and will be required to record it at the Registry of Deeds.

The scope of work involved with obtaining the COC and its recording was specifically excluded from BSC's August 18, 2010 proposal for Environmental Services and Permitting (*see Pgs 6 & 7 attached*), which was submitted under RDA's Contract Amendment #4, approved by the Town on August 25, 2010.

The Contractor has provided the Owner with an 'as-built' of the sewer line. The Owner has agreed to perform the bulk of the work required to secure the COC from the Conservation Commission, including meetings with the Conservation Officer, attendance at hearings, and filings at the Registry of Deeds. RDA has agreed to assist the Owner in applying for a Certificate of Compliance (COC) to close out the Order of Conditions and has budgeted a total of four (4) hours for this task.

4. Conservation Restriction Closeout: Based on the conditions listed in the Conservation and Management Permit from Natural Heritage, the Owner is required to 'establish signage and monumentation on site for the Conservation Restriction boundaries' and to record a stamped mylar plan at the Registry of Deeds. This entails a survey crew setting physical bound location markers (monumentation) at the perimeter (4 concrete bounds and 3 iron rods). Andrews Survey will perform the required survey work to locate the monumentation and prepare the stamped mylar survey through RDA's contract. The Contractor has agreed to set monumentation and install the signage. The Owner has agreed to perform any other activities required to meet the conditions listed in the Conservation and Management Permit from Natural Heritage, including the recordings at the Registry of Deeds. RDA has budgeted zero (0) hours for this task beyond coordination of Andrews Survey's scope of work.
5. Hourly Construction Support: With the exception of specific requisition reviews and punchlist/warranty inspections, RDA's contract for basic services expired on September 27, 2013, 60 days after the July 27, 2012 substantial completion date. Since that time, RDA has been invoicing additional construction support services made necessary by the extension of the playfield schedule and site closeout under Amendments #13 and #15. As of the end of May 2014, the fee allowances included under these amendments have expired. This Amendment provides additional funding for RDA to support closeout activities.

- 6. Architectural Support: The value of Amendments # 4 and #5 did not cover the entire cost of services that were provided under the Site Survey and Traffic categories. RDA will be invoicing for services provided under the Site Survey and Traffic categories up to the dollar amounts carried in the Total Project Budget.

**SCOPE OF SERVICES**

Additional Services, as defined in the contract for Designer Services, for the following professional services to be completed during the Design Development through Completion Phases:

- Pay fees related to MA-CHPS registration and review on behalf of the Town of Uxbridge.
- Provide the Town of Uxbridge with additional project-related services for SWPPP, Conservation Commission and Natural Heritage and Endangered Species (conservation restriction) permit closeouts as summarized below;
  - Coordinate with the OPM, District, Contractor, Site Engineer and Architect’s personnel.
  - Conduct one additional SWPPP Inspection.
  - File Notice of Termination with EPA for SWPPP activities.
  - Assist the Owner in documenting that all the requirements laid out in the Conservation Commission’s Order of Conditions have been completed and in preparation of its application for a Certificate of Completion with the Conservation Commission.
  - Survey and establish locations for the Contractor to set physical bound markers delineating the boundaries of the Conservation Restriction.
- Provide the Town of Uxbridge with additional project-related Architectural services:
  - Coordinate with the OPM, District, Contractor and Site Engineer’s personnel with the completion of site work, including closeout of site-related permits.
  - Attend site meetings.
  - Provide construction administration services as required to follow thorough with site-related issues (i.e. tennis court drainage, or others).
  - Provide additional office support associated with the extended timetable.
  - Review contractor requisitions and attend Building Committee meetings.

**COMPENSATION**

Compensation is being requested for Additional Services from Design Development through the Completion Phase. These amounts are in addition to our authorization on the project for Basic Services from the Feasibility Study through the Project Completion Phases and in addition to previous authorizations to date for additional sub-consultant services not included in the scope of the Basic Services, all of which were authorized in Amendments #1 thru #13.

**Basic Services**

• Basic Services for Feasibility Study & Schematic Design:	\$300,000
• Design Development (Amendment #3)	\$640,000
• Contract Documents (Amendment #3)	\$1,115,000
• Bidding (Amendment #3)	\$80,000
• Contract Administration (Amendment #3)	\$895,000
• Closeout (Amendment #3)	<u>\$94,200</u>
<b>Total Basic Services</b>	<b>\$3,124,200</b>

**Previously Approved Additional Services**

- Additional Services to Date (Amendments #1-15 less #3): **\$492,296**

**Additional Services – Amendment #16**

- RDA: MA-CHPS Registration and Review Fees
  - \$5,450 x 1.1 Markup = \$5,995
- SWPPP Inspections & SWPPP Closeout
  - Limited to one SWPPP Inspection = \$600
- Con Comm Order of Conditions Closeout
  - Limited to four hours = \$600
- Andrews Survey: NHESP (Conservation Restriction) \$3,760
- Architectural Support - Site Survey \$2,150
- Architectural Support - Traffic \$1,800
- Architectural Support - Closeout \$2,784

**Total Additional Services – Amendment #16: \$17,689**

**Total Services = Basic Services + Amendments #1 - 16: \$3,634,185**

**ASSUMPTIONS**

Please find attached a Andrews Survey & Engineering proposal dated July 30, 2013, as referenced above.

All provisions of our Agreement remain in effect except as specifically modified by this amendment.

Sincerely Yours,  
Raymond Design Associates, Inc.



Gene S. Raymond Jr., AIA  
President





Collaborative for High Performance  
Schools, Inc.  
142 MINNA ST FL 2  
SAN FRANCISCO CA  
94105-4125  
t: 415.957.1977

QB

# Invoice

Date	Invoice #
10/4/2010	2011-1504R

Bill To
dCS Green Building Consultants 600 Penn Street Fall River, MA 02724 Attn: J. P. da Silva

DESCRIPTION:		Contract #:	
Registration Fee		n/a	
Description	Quantity	Price	Amount
Project Registration: Uxbridge High School <i>MA-CHPS</i>		1,250.00	1,250.00
CHPS, Inc. Fed. Tax ID #41-2031798		<b>Total</b>	<b>\$1,250.00</b>

*Uxbridge DD → CA  
write ck to dCS  
ok to pay.  
ER*

# Andrews Survey & Engineering, Inc.

*Land Surveying • Civil Engineering • Site Planning*

July 30, 2013

Gene S. Raymond, Jr. AIA, LEED AP  
Raymond Design Associates  
222 North Street  
Hingham, MA 02043

Re: As-built Surveying Services  
300 Quaker Highway (Rt. 146A) – Uxbridge, MA  
ASE Project #2013-221

Dear Mr. Raymond:

Andrews Survey & Engineering, Inc. ("ASE") is pleased to provide this proposal to Raymond Design Associates ("the Client") for the professional land surveying, civil engineering, and permitting services required to complete the Scope of Services specified below for the property located at 300 Quaker Highway, Uxbridge, MA (assessor's Map 35, Block 4474). The following proposal is based on a review of previous work performed on the property; a review of public record information; information discussed and forwarded in recent correspondence; previous experience in the municipality; and from similar projects.

## SCOPE OF PROFESSIONAL SERVICES

**Task 1 – Control Survey:** ASE shall use GPS field measurements of existing record monuments to establish survey control points on the abovementioned site. This control will be used for the field tasks which will follow below.

**Task 2 – Setting of Concrete Bound Locations and Iron Rods:** ASE shall use the control points in order to establish the location of 4 concrete bounds with swing-ties (bounds to be set by others) and to set 3 iron rods at locations shown on "Conservation Restriction Plan of Land in Uxbridge, Massachusetts", by BSC Group, Inc, dated February 24, 2011.

**Task 3 – As-built Survey of Bounds, Signs, and Nesting Areas:** ASE shall locate the existing nesting area, fence, and conservation area signs, as well as verify the location of the concrete bounds following installation by others.

**Task 4 – Preparation of As-built Plan of Monuments, Signs, and Nesting Areas:** ASE shall use the data gathered in Task 3 to prepare a plan showing the location of the abovementioned concrete bounds, iron rods, conservation signs, fences, and nesting areas. Said plan shall be printed on Mylar film and stamped by a registered professional land surveyor and be suitable for recording at the Worcester District Registry of Deeds.

104 Mendon Street, P.O. Box 312  
Uxbridge, MA 01569  
Phone (508) 278-3897  
Fax (508) 278-2289

500 East Washington Street  
North Attleboro, MA 02760  
Phone (508) 316-0452  
Fax (508) 316-0963

[www.andrews-engineering.com](http://www.andrews-engineering.com)

**Exclusions:** The scope of services under this contract does not include any services not explicitly listed, including, but not limited to, parcels of land not explicitly listed; application and/or municipal fees; off-site roadway improvement plans; off-site utility services or designs; landscape architecture; construction phase services and/or observations not listed; certificates of compliance; title reports and/or certification; structural, geotechnical, or architectural services; laboratory testing; construction equipment charges; MEPA applications; 21E Site Assessments; U.S. Army Corps of Engineers 401 WQC filings; NPDES permits; or any plan revisions beyond the scope of the contract.

**Schedule of Professional Fees – Hourly Rates:**

The fees provided herein are based on our current charge rates, our understanding of the project, and of the current needs. Billing for our professional services is based on actual time accrued. Our current hourly charge rates are as follows. These rates are subject to change. We will make every effort possible to inform you of any future rate changes.

<u>Associate Level</u>	<u>Hourly Rate</u>
Registered Professional Engineer	\$125.00
Senior Project Engineer/Manager	\$110.00
Project Engineer/AutoCAD Technician	\$ 80.00
Registered Professional Land Surveyor	\$110.00
Senior Project Surveyor	\$ 80.00
Survey Field Crew – 2 person field crew	\$140.00
Administrative	\$ 45.00

**Project Status:**

Your authorization to proceed will consist of receipt by this office a copy of the attached Professional Services Contract endorsed by you accompanied by the required retainer. Please note that payment in full is expected upon receipt of invoice and is required no later than thirty (30) days following receipt of invoice. Our General Terms and Conditions are attached.

We are committed to working with you for the successful completion of this project. Should you have any questions or require additional information, please contact this office. Thank you for your consideration of the services of Andrews Survey & Engineering, Inc.

Very truly yours,  
ANDREWS SURVEY & ENGINEERING, INC.



Byron J. Andrews, PLS  
Vice President  
Attachment(s)

**ASE**

Raymond design group  
Quaker Highway, Uxbridge, MA  
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# Andrews Survey & Engineering, Inc.

Land Surveying • Civil Engineering • Site Planning

## PROFESSIONAL SERVICES CONTRACT

**CLIENT:**

Raymond Design Associates  
222 North Street  
Hingham, MA 02043

**PROJECT NAME:**

Conservation restriction Plan  
Quaker Highway, Uxbridge, MA

**ASE PROJECT NO.:**

2013-221

**CONTRACT FEE:**

Task 1 – GPS Control Survey	\$ 1,200
Task 2 – Set Concrete Bound locations & Iron Rods	\$ 1,000
Task 3 – Survey of Bounds, Signs, Fence, and Nest Areas	\$ 1,000
Task 4 – Preparation of As-built Plan	\$ 560
<b>Total:</b>	<b>\$3,760</b>

The Client has read, understands, and agrees to the Scope of Services, the General Terms and Conditions, and the Fee, all of which are attached, incorporated herein, and made part of this Contract. The Contract is hereby accepted and executed by a duly authorized signatory, who by the execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of the Client.

Client Signature: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

### LIMITATION OF LIABILITY

Andrews Survey & Engineering, Inc.'s liability under this contract is limited to the value of the contract for professional services on the project. General liability and professional liability insurance certificates shall be furnished upon request.

### GENERAL TERMS AND CONDITIONS

1. **Right of Entry:** The signing of the agreement gives authorization for Andrews Survey and Engineering, Inc. ("ASE") personnel to enter upon the

property to conduct site examinations, surveys, soil tests, and other services as described in the Scope of Professional Services. It is understood by the client that

**ASE**

Raymond design group  
Quaker Highway, Uxbridge, MA  
Page 3 of 4

these surveys and tests may require the cutting of trees and brush. If the client is not the record owner of the property at the time of the agreement, obtaining the right of entry from the owner of record shall be the client's responsibility.

**2. Change in Scope of Professional Services:** If, subsequent to the agreement, there is a change in the scope of professional services, either as ordered by the client or as necessitated by circumstances or authorities, a written authorization will be required before any services outside of the original Scope of Services shall proceed. In the event of such a change in the scope of services, this office will supply a written notification to the client. Services outside of the original scope and within the revised scope as described on the notification will commence upon receipt by this office of the client's authorization. If the scope of professional services is changed, the amount of compensation shall be equitably adjusted.

**3. Unanticipated Circumstances:** If, subsequent to the agreement, unanticipated circumstances require additional work to fulfill the scope of services therein, then in such event written authorization by the client will be required before proceeding. Said authorization will be in the form of a revised contract forwarded to the client depicting thereon an equitable adjustment in the originally quoted fee. Work will recommence upon receipt by this office of the client's signature on the revised contract.

**4. Client's Responsibility to Notify of Hazards:** It is the client's responsibility to advise this office of any known hazards or hazardous substances or any known conditions on or near the site that may present a potential danger to human health or to the environment. Failure to notify this office of any known hazards shall relieve ASE, its agents and its employees from all damages arising from said hazard(s).

**5. Termination Provision:** The agreement may be terminated by either party upon five (5) days written notice. ASE shall be paid for services completed and reimbursable expenses incurred up to the time of termination.

**6. Billing Procedure:** Invoices shall be rendered monthly or upon completion of project phases. Payment is required upon receipt of invoice. Invoices more than thirty (30) days overdue shall accrue interest at a rate of 1 1/2 % per month (18% per year). We reserve the right to discontinue professional service on all accounts more than sixty (60) days overdue. Should any account become more than ninety (90) days overdue, we reserve the right to require payment in full for all services rendered and reimbursable expenses incurred to date prior to the release of information, plans or other project-related data.

**7. Responsible Party:** The client, as the responsible party, agrees to compensate ASE at the standard or agreed rate for providing the professional services, as described in the Scope of Services. No payments shall be contingent upon financing or receipt of payment from any third party.

**8. Electronic Documents:** Andrews Survey & Engineering, Inc. agrees to provide materials to the Client stored electronically. In accepting and utilizing such documents, the Client recognizes that data, plans, specifications, reports, documents, or other information recorded on or transmitted as electronic media ("CADD Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the CADD Documents are provided to the Client for information only and not as an end product. Differences may exist between the electronic documents and the signed and/or sealed hard copy drawings and other data. In the event of a conflict between the signed drawings and the electronic documents, the signed and/or sealed hard copy documents shall govern.

**9. Ownership of Documents, including CADD Documents:** ASE shall retain sole and exclusive ownership of all engineering drawings, plans, estimates, reports,

original field notes, field data, soil boring logs, calculations and other documents, including CADD documents prepared by this office as instruments of service. ASE agrees that such documents will not be made available to any individual or organization without the written approval of the client. The client may obtain copies of any such documents for information and reference only upon payment in full of all services hereunder and of the cost of reprinting, providing that the client agrees not to make any extensions, amendments or modifications of any documents or copies provided by this office. The client shall not use the instruments of service for future alterations to this project or for other projects, unless the client obtains the written consent of Andrews Survey & Engineering, Inc. The client shall defend, indemnify and hold ASE harmless from and against any claims, losses, liabilities and damages arising out of or resulting from the unauthorized use of the documents, including CADD documents.

**10. Use of Stakes:** Neither the client nor any contractor hired by the client, nor any third party will use stakes or other markers set at the site by ASE for the purpose of construction or installation of any facility or structure before obtaining verification from this office that the stakes or markers were set for the intended purpose and are in place to accuracy appropriate for the intended use.

**11. Delays:** ASE will not be responsible for delays in the performance of the agreement due to inclement weather, illness, failure of equipment, unanticipated degree of difficulty encountered in performing said services, or delay created within or by approving agencies. In addition, ASE will not be responsible for delays due to changes in conditions on the site or on property adjacent to the site that would adversely impact working conditions requiring delays or additional work.

**12. Testimony:** Client agrees to pay in accordance with the schedule of fees set forth above for the participation in court by ASE personnel; including time spent preparing affidavits and other documents, research and meetings with the client and with the client's attorney(s). Issuance of a summons shall not relieve the client's financial obligation.

**13. Professional Services:** All professional services provided by ASE will be performed with that degree of skill and care ordinarily exercised by practicing surveyors performing similar services in the same locality, under the same or similar circumstances and conditions. ASE does not guarantee acceptance or approval of the project by municipal, state or federal agencies.

**14. Time Limitation:** The agreement is null and void unless executed by the client and returned to this office within thirty (30) days.

**15. Exclusions:** The scope of services under this contract does not include any services not explicitly listed, including, but not limited to, parcels of land not explicitly listed; application and/or municipal fees; off-site roadway improvement plans; off-site utility services or designs; construction phase services or observations not listed.

**16. Dispute Resolution:** Any claim, dispute, or other matter in question relating to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

**17. Entire Agreement:** The signed proposal and the General Terms and Conditions represents the entire and integrated agreement between the client and ASE and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both client and ASE.

**ASE**