



FUSS & O'NEILL

August 19, 2022

Dr. David Tapscott
Chair, Board of Health
Town of Uxbridge
21 South Main Street
Uxbridge, MA 01569

RE: Proposal for Professional Services
FY23 MVP Action Grant – Town of Uxbridge
Home Brew Dam and Whitin Pond Dam Removal
Fuss & O'Neill Reference No. 20170390.F60

Dear Dr. Tapscott:

Fuss & O'Neill is pleased to provide this proposal for professional services in accordance with the Town's FY23 Municipal Vulnerability Preparedness Program Action Grant. The following paragraphs describe our scope of services, schedule, and fees for this project.

Project Understanding

Based on a grant proposal prepared jointly by the Town of Uxbridge and Fuss & O'Neill, the Town of Uxbridge has been awarded an FY23 EEA Municipal Vulnerability Preparedness Program Action Grant to conduct field investigations, design, and permitting for removal of the Home Brew Dam, which is owned and operated by the Town of Uxbridge. It will also initiate community conversations, visioning processes, and key data collection to explore the possibility of removing the Whitin Pond Dam, which has no apparent owner and is currently abandoned and unmaintained. Removing these two dams would ultimately have multiple benefits, including reducing the risk of upstream flooding or downstream impacts from a catastrophic failure, reducing specific risks to the downstream low-income housing complex and the Town's water supply well infrastructure, and also simultaneously restoring natural floodplain and wetland or riparian habitats in the existing impoundments that will help to buffer large storm events and provide additional resilience.

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Dr. David Tapscott
Chair, Board of Health
Uxbridge, MA
August 19, 2022
Page 2

Scope of Services

Task 1. Project Kickoff, Management, and Reporting

Task 1.1 Kick off meeting with Town EEA, and Consultant

A project kickoff meeting will be held with Town staff involved in the project, the MVP Regional Coordinator, and the Town's Consultant.

Task 1.1 Deliverables:

Meeting notes, sign-in sheet

Task 1.2 Monthly progress reports FY23 (Town Task)

It is assumed that monthly progress reports required for grant compliance will be completed by the Town using the template provided by EEA. Fuss & O'Neill will provide timely updates regarding completion status of tasks for the Town's use in these reports.

Task 1.2 Deliverables:

Monthly progress reports (to be provided by Town)

Task 1.3 Project Case Study

Fuss & O'Neill will work jointly with the Town to develop a final case study at the completion of the project using the template provided by EEA.

Task 1.3 Deliverables:

Final case study report, PowerPoint slides, project photos

Task 2. Public Involvement and Community Engagement in FY2023

Task 2.1. Invasive Water Chestnut Removal

It is understood that the Town project team will organize and lead a volunteer effort to remove and dispose of invasive water chestnut plants in Whittin Pond, using canoes and kayaks and following the standard volunteer protocol for water chestnut pulls utilized by the U.S. Fish and Wildlife Service elsewhere in the state. Fuss & O'Neill will provide up to 22 hours of staff time to help organize the event, participate in the water chestnut pull, and train volunteers during the event.

Dr. David Tapscott
Chair, Board of Health
Uxbridge, MA
August 19, 2022
Page 3

Task 2.1 Deliverables:

Event photos and a brief summary including volume/number of bags removed and number of volunteers.

Task 2.2. Support for Community Volunteers/Community Liaisons (Town Task)

The Town will be relying heavily on input and direction from the community, particularly in developing an understanding of the concerns and goals around a dam removal project at Whitin Pond Dam, and developing a future vision for a restored site at the impoundment location. The Town has included \$2,000 in the grant budget to purchase up to 100 \$20 gift cards to Hannaford Supermarkets as a stipend to facilitate volunteer participation in the Whitin Pond Dam Removal Visioning Workshop and attract a broader base of volunteers and individuals that might otherwise not be able to participate. Food and childcare will also be provided at the event (\$1,000 has been allocated to childcare costs; \$1,000 has been budgeted for food/refreshments).

In addition, a \$500 stipend has been allocated for a liaison to the elderly community, as this population is considered to be one of the more vulnerable populations in Uxbridge, and potentially subject to impacts from a dam failure at Whitin Pond due to the location of senior living facilities. It is assumed that the Town will coordinate this task and will be responsible for distribution of the grant funds associated with these activities. No F&O Staff time is included in this task

Task 2.2 Deliverables:

Expense receipts (provided by Town)

Task 2.3 Digital and Print Engagement Materials (Town Task with F&O Support)

The Town will set up a project website with a comment portal and will create flyers and press releases to facilitate print and digital information sharing and public comment.

It is assumed that this task will primarily be completed by the Town. Fuss & O'Neill has allocated a budget of \$500 to support development of flyers or other outreach content.

Task 2.3 Deliverables:

Website, flyers, news articles (to be provided by Town)

Task 3. Home Brew Dam Removal Feasibility, Design, and Permitting

Given that Home Brew Dam and its impoundment are wholly owned and operated by the Town and not in an area accessed or viewed by the public, the Town is comfortable moving forward with the recommendation from the FY19 MVP Action Grant to remove the dam. To advance that

Dr. David Tapscott
Chair, Board of Health
Uxbridge, MA
August 19, 2022
Page 4

process, the potential impacts of a dam removal must be evaluated for the Home Brew Dam via a full feasibility study in order to assure a successful and permittable project. This includes the following:

- Hydraulic Regime (impact to stream channel stability)
- Hydrologic Regime (impact to peak flows experienced downstream)
- Infrastructure (impact to utilities, bridges, wells, roadways, etc.)
- Sediment (sediment quality and quantity and potential for sediment mobility)
- Construction Access (adequacy of equipment access and staging area)
- Ecological Community (impact to/restoration of wetlands, watercourses, and habitats)
- Historic (impact to listed or eligible historic structures)
- Alternative Actions (alternatives to removal, to be addressed during permitting)
- Cost (opinions of probable design, permitting & construction costs)

Task 3.1 Wetland Resources and Watershed Evaluation and Stream Characteristics

An analysis of stream characteristics, including bankfull width, and substrate will be conducted to characterize the reference habitat conditions along Meadow Brook and inform understanding of the desired condition for replication of a natural channel and streambed at the site of the removed dam. Characterization of existing wetlands and watershed characteristics will help to inform the restoration of the impounded area behind Home Brew Dam and inform concepts for the larger watershed restoration effort.

- Substrate will be characterized via sieve analysis and pebble counts. A minimum of four substrate samples will be taken for grain size analysis, two below the Home Brew Dam and two above it. This information will be used to characterize the distribution of larger substrate materials and create an accurate reflection of the streambed.
- Field reconnaissance will be conducted to identify the type and integrity of stream grade controls and representative cross-sections for hydraulic modeling and develop a field sketch for use by the survey crew in locating these areas.
- A minimum of six (6) bankfull width measurement locations will be selected at representative cross-sections outside the influence of the dam and flagged for survey.
- An appropriate reference stream reach will be identified

Dr. David Tapscott
Chair, Board of Health
Uxbridge, MA
August 19, 2022
Page 5

- Wetland resources will be delineated within the project area by a wetland scientist in accordance with the Massachusetts Wetlands Protection Act. On-site investigation will include assessment of the extent of resource areas within the project area, soil profile descriptions and classifications, vegetation identification, and formal delineation of the resource area boundaries. Locations of wetland flags will be collected using a submeter GPS unit.

Task 3.1 Deliverables: Wetland report and habitat and stream characterization memo; field notes and data.

Task 3.2 Site Survey and Base Mapping

- A topographic survey will be performed of the edge of existing impoundment, the dam, and locations and elevations of the existing town wells on the property. Relevant features will be surveyed, including, but not limited to, road surface, road edge, site utilities or other infrastructure.
- An existing conditions plan will be developed, including the above elements and adjacent property lines and roadway right-of-way information. Property lines will be based on the Town's GIS parcel mapping—no property boundary survey or deed research will be conducted at this time.
- Contour data/information will also be obtained from LiDAR mapping and supplemental topographic and existing feature information obtained during field observations.

Task 3.2 Deliverables:

The site survey base map will be provided in electronic PDF and AutoCAD formats.

Task 3.3 Hydrologic and Hydraulic Analysis

The impoundment behind the Home Brew Dam has a contributing drainage area of approximately 3.0 square miles. A hydrologic study of the project site will be conducted using MassDOT recommended hydrologic analysis methods. The study will identify typical low flows, bankfull discharge, 5-year, 10-year, and 100-year discharges. Existing and future precipitation conditions will be considered in the analysis, following the recommendations of the RMAT resilient design guidelines as applicable. The site is expected to be treated as Tier 2 and medium/high criticality.

Hydraulic analysis will be completed using HEC-RAS software to calculate water depths, velocities, and water surface profiles for existing conditions and future conditions in accordance with the RMAT guidelines. Channel and overbank geometry will be based on MA State LiDAR supplemented with detailed cross-sections from the survey data. One day of field investigation has

Dr. David Tapscott
Chair, Board of Health
Uxbridge, MA
August 19, 2022
Page 6

been allocated to confirm the sizing of bridge openings and other hydraulic constrictions upstream of the dam.

Proposed Conditions will be evaluated to determine the impact of dam removal. Analysis will determine the upstream extent of impact to water surface elevation.

A Sediment Mobility Analysis will be completed to identify future erosion potential. Predicted velocities will be compared to channel and bank substrate incipient motion criteria to determine potential for erosion and need for scour countermeasures.

A report will be developed documenting existing and proposed hydrologic and hydraulic conditions.

Task 3.3 Deliverables:

Hydrologic and hydraulic report in PDF format.

Task 3.4 Sediment Quality and Depth Assessment

Sediment may need to be released or excavated and managed for disposal if the dam is removed, and sediment quality must be evaluated prior to disturbance to identify an appropriate sediment management strategy. This task will undertake due diligence to confirm the quality and quantity of the sediment in the impoundment and will include sediment sampling within, and both upstream and downstream, of the impoundment (to provide comparative data to indicate whether sediment characteristics within the impoundment are similar to or different than those of the background condition elsewhere in Meadow Brook). This will provide a sediment quality dataset in support of future 401 Water Quality Certification (401 WQC – 310 CMR 9) permitting.

Sediment Thickness. The purpose of measuring sediment thickness is to understand the sediment volume, the original river channel location if possible and the channel bottom elevation. Transects will be collected within the impoundment to probe sediment with a steel rod to determine top of sediment and depth of sediment at a minimum of three (3) locations along each transect. Positions of sediment depth locations are to be collected using a sub-meter GPS. Select the number and locations of measurements based upon what can be completed in one full day of field work for sediment sampling and depth measurements. Utilizing existing aerial photography, a preliminary bathymetric map showing depth measurement locations and approximate sediment depths is to be developed.

Sediment Sampling. A total of four (4) composite samples will be collected, one immediately downstream of the impoundment, one immediately upstream of the impoundment, and two from

Dr. David Tapscott
Chair, Board of Health
Uxbridge, MA
August 19, 2022
Page 7

within the impoundment. The four (4) composite samples are to include material collected from three (3) points along four (4) separate transects (also known as a three-point composite sample). Sediment samples will be collected using either a coring device, handheld auger, or decontaminated dredge, depending on conditions. Volatile organic compounds are to be sampled from the undisturbed samples. Subsequently, the complete grab sample for the three-point sample are to be composited and placed into sample containers. As part of this screening level sampling effort, samples will be submitted for gradation analysis.

Samples will be submitted to a Massachusetts-certified laboratory for analysis for the following parameters. Additional analysis of other compounds may be required (i.e., metals, pesticide and herbicides, PAHs, etc.) if certain parameters exceed the limits provided by one or more potential disposal facilities. If needed, such additional testing can be included in a separate agreement.

Parameter	Target Reporting Limit mg/kg (dry weight) unless noted otherwise
Arsenic	0.5
Cadmium	0.1
Chromium	1.0
Copper	1.0
Lead	1.0
Mercury	0.02
Nickel	1.0
Zinc	1.0
Polycyclic Aromatic Hydrocarbons (PAHs)	0.02
Polychlorinated Biphenyls (PCBs) – by NOAA Summation of Congeners	0.01
Extractable Petroleum Hydrocarbons	25
Volatile Organic Compounds (VOC)	0.1
Pesticides & Herbicides	1.0
Toxicity Characteristic Leaching Procedure (TCLP)	As Applicable
Total Organic Carbon	0.1%
Percent Water	1.0%
Grain Size Distribution – wet sieve (ASTM D422)	Sieve Nos. 4, 10, 40, 60, 200

Dr. David Tapscott
Chair, Board of Health
Uxbridge, MA
August 19, 2022
Page 8

Task 3.4 Deliverables:

Technical memorandum for the dam summarizing: sediment sampling data, laboratory analyses, and potential sediment management options.

Task 3.5 – Dam Removal Permitting Level (75%) Design

Based on available data, data collected and analyses performed, permitting-level design plans will be developed to reflect a complete removal of the dam. Additionally, we will generate an order of magnitude opinion of anticipated construction costs.

Construction Plan sheets are anticipated to include:

- Title Sheet
- Existing Conditions Plans
- Site Prep and Erosion Control Plans (including construction staging and storage area)
- Site Layout Plan and Grading Plans
- Stream Restoration Plan & Profiles
- Site and Erosion & Sedimentation Control Detail Sheets
- Landscape & Planting Plans
- Wetland Impact Plan
- Water Control and Construction Phasing Plans
- Specifications:
 - Draft CSI-format Technical Specifications will be prepared for the preliminary design and permit applications.

Task 3.5 Deliverables:

- 24” x 36” permit-level plans for dam removal in PDF format
- Order of magnitude cost estimate
- Draft specifications

Task 3.6 MassDEP Wetlands Protection Act Notice of Intent

A Notice of Intent (NOI) will be prepared and submitted to the Town of Uxbridge Conservation Commission and the Massachusetts Department of Environmental Protection (MassDEP) Bureau of Resource Protection. Permitting under the WPA and the Town’s wetland setback policy will include coordination with the Conservation Commission, publication of a public notice and notification of project abutters. Fuss & O’Neill has budgeted to attend a site visit with the Conservation Commission, and attend two (2) public hearing dates. It is assumed that the Town will file the Order of Conditions with the Registry of Deeds, and will request a Certificate of

Dr. David Tapscott
Chair, Board of Health
Uxbridge, MA
August 19, 2022
Page 9

Compliance when the project has been completed. Because this is a Town project, we have assumed permit fees under the WPA will be waived.

An alternatives analysis will be included in the permit documentation to summarize site constraints, basic geomorphic considerations, benefits to stream habitat and storm flow conveyance, and potential short and long-term impacts to wetland resource areas.

We have allowed for up to 8 hours of staff time to develop responses to comments from the Conservation Commission as part of the permitting process.

Task 3.6 Deliverables:

NOI application

Task 3.7 USACE Pre-Construction Notification Application

We will prepare a Pre-Construction Notification Application for the Home Brew Dam Removal under GP 23 “Aquatic Habitat Restoration, Enhancement, and Establishment Activities.”

We have allowed for up to 8 hours for meetings with USACE and/or response to comments.

Task 3.7 Deliverables:

USACE PCN Application

Task 3.8 MEPA EIR

Dam removal projects require Massachusetts Environmental Policy Act review by way of submittal of an Environmental Notification Form (ENF). Specifically, since the project will use state grant money, the project triggers MEPA review under 11.03(3)(a)(4) for an ENF and mandatory EIR for the dam removal that will result in a permanent decrease of impoundment capacity. An Expanded Environmental Notification Form (EENF) with an Environmental Impact Review (EIR) Waiver Request is assumed for this project. Additional fee will be required if MEPA requires a full EIR. (This project is not subject to the new MEPA EJ requirements as it does not meet the proximity threshold.)

Task 3.8 Deliverables:

MEPA EENF and EIR Waiver Request

Dr. David Tapscott
Chair, Board of Health
Uxbridge, MA
August 19, 2022
Page 10

Task 3.9 Massachusetts Chapter 253 Dam Safety Permit

The Massachusetts Chapter 253 Dam Safety Permit is required for any work where alteration of a jurisdictional dam structure beyond normal maintenance activity is proposed. It is assumed that a Chapter 253 Permit will be prepared for this project.

Task 3.9 Deliverables:
Chapter 253 Application

Task 3.10 401 Water Quality Certification

Since the project will remove an existing dam, we assume a 401 Water Quality Certification (WQC) application will be required to be submitted to the Massachusetts Department of Environmental Protection (MassDEP) for review and approval. A 401 WQC application will be prepared using existing studies and any new information that is gathered as part of this project. We have assumed 25 hours for coordination with DEP and submission of the WQC application.

Task 3.10 Deliverables: 401 Water Quality Certification Application

***NOTE:** For Tasks 3.6 through 3.10, it is assumed that permits may not be issued by the end of the grant period. For the purposes of working within the state grant timeline, all permitting tasks were scoped in the grant application through permit preparation and submission to the regulatory agencies so that the grant tasks could be reported as 100% complete at the close of FY23, in compliance with the grant timeline. It is understood that per the Town's reimbursement requirements for the grant, all work on the project for which reimbursement is sought must be completed and billed out at 100% completion on or before June 30, 2023; this includes submission of all permit applications. We assume that additional follow-up will likely be required in some instances to complete the permitting process, and have allocated our budgets based on a typical process and timeline through receipt of issued permits, as specified in each task. It is understood that Fuss & O'Neill will complete submission of permits by June 30, 2023 and will bill for these tasks in full by that date, in keeping with the requirements of the grant process. It is also understood that we will remain available to utilize any remaining budgeted hours within our permitting scope after this date to support the Town through the ongoing permitting processes should those processes continue beyond June 30, 2023. It is further assumed that any remaining revisions requested by permitting agencies which require budget beyond the hours assumed for these tasks, or any edits to the plan sets (Task 3.5) will not be completed under this authorization and will need to be completed as part of final design and preparation of construction documents in a future project phase.*

Task 4. Whitin Pond Dam Removal – Preliminary Explorations and Outreach

Whitin Pond Dam was identified in the FY19 Action Grant study as a prime candidate for removal. However, public opinion about dam removal is currently unknown, and it is presumed that the

Dr. David Tapscott
Chair, Board of Health
Uxbridge, MA
August 19, 2022
Page 11

sediment within the impoundment likely contains some degree of contamination due to the industrial history surrounding the site. The dam has also been abandoned and has no clear owner. It is believed that the Town has the right to take ownership and act to remove the dam, but the Town does not currently have sufficient information to weigh this decision. This task will focus on public outreach to assess public opinion about a potential project, conduct a public visioning exercise for the site, assess sediment quality and contaminants within the impoundment, and further explore the option of taking ownership of the dam. The outcome of this task will enable the Town to make an informed decision about whether to pursue a full feasibility analysis for dam removal prior to making that investment.

Task 4.1 Public Dam Removal Visioning Workshop

The public will be invited to participate in a visioning workshop focused on Whittin Pond Dam. The goals defining the workshop visioning are climate resiliency, ecological health, maintenance (short and long term), education opportunities, cultural significance, financial feasibility/sustainability, aesthetics, user experience/recreational opportunities, and alignment with the Town's overall planning efforts.

Our team will complete a 3-day visioning workshop which will engage the community and public stakeholder groups (adjacent business owners, residential abutters, Conservation Commission, watershed groups, etc.) in visioning focus groups that will include walk and talks and other relevant meetings and visioning exercises. The walk and talk will include tours of the project site with the community and key stakeholders to experience the site and context of the area first hand, and brainstorm about challenges and possibilities for the project. Input from people with local knowledge will help us to consider how opportunities and constraints may influence the programming and site design and shape the findings of the initial visioning and site analysis. Immediately following each group walk and talk, participants will engage in a visioning session that will help the design team interpret elements of design such as how the project area will be used and programmed, community needs and wants, and the project site opportunities and constraints. The design team will outline key design considerations and facilitate a highly interactive brainstorming session.

Over the course of the three-day visioning and concept design process, our team will coordinate three additional one-hour public meetings/open house opportunities for the overall community to participate in the visioning workshop to provide input and feedback. These meetings are proposed to be:

1. Workshop Kickoff meeting,

Dr. David Tapscott
Chair, Board of Health
Uxbridge, MA
August 19, 2022
Page 12

2. Public open house giving the community the opportunity to talk to the designers as design alternatives progress.
 - a. Segment of the workshop devoted to presentation and feedback to elderly residents at Senior Center or housing complexes for elderly and/or disabled.
3. Final day presentation to review the proposed design alternatives and provide feedback.

The deliverable of the workshop will be a conceptual plan based on the community's input and feedback and a corresponding cost estimate. The overall Task 2.1 deliverable package will include an illustrative master plan with detailed enlargements of key areas (these may include illustrations, cross sections, 3-D renderings), a workshop document package that summarizes the workshop process, incorporates findings from community input, stakeholder and focus group engagement, and outlines the proposed vision with cost estimates for implementation.

Task 4.1 Deliverables:

Illustrative concept plan with enlargements, workshop documentation, cost estimate.

Task 4.2 Sediment Quality and Depth Assessment

Mirroring Task 1.4 above, a preliminary sediment quality and depth assessment will be conducted within Whitin Pond to determine the scale of sediment removal and assess sediment management options related to both volume of sediment and potentially hazardous conditions that would need to be addressed during a dam removal project. A total of two (2) composite samples will be collected from within the impoundment. The two (2) composite samples are to include material collected from three (3) points along two (2) separate transects (also known as a three-point composite sample). Collection and analysis will be as described above for Task 1.4.

Task 4.2 Deliverables:

Technical memorandum summarizing: sediment sampling data, laboratory analyses, and potential sediment management options.

Task 4.3 Title/Tax Title Research (Town Task)

It is understood that the Town will be undertaking investigations to clarify ownership of the dam and the land abutting it. The abutting land has a tax lien on it and the Town of Uxbridge is in the process of exercising its right to assume ownership of this land. Ownership of the dam needs to be clarified to access to obtain access to it for sampling and hydrological studies. In addition, as with many dams that abut multiple properties, ownership of the pond and the land beneath the impoundment needs to be clarified, as do the legal claims of property owners along the shore of the

Dr. David Tapscott
Chair, Board of Health
Uxbridge, MA
August 19, 2022
Page 13

pond if and when the dam is removed and the impoundment drained. \$9,500 of grant funding was reserved for this task to cover legal fees for title research to answer these questions as a key element of understanding the feasibility and viable scope of a future dam removal project. It is assumed that the Town will complete this task. Fuss & O'Neill has budgeted 4 hours for coordination with the Town to share information related to the completion of this task.

Task 4.3 Deliverables:

A definitive legal document which determines ownership of the dam and the Pond, and gives an opinion concerning the rights of owners whose property abuts the Pond (to be provided by the Town)

Task 5 – Pre-Application Meeting with Regulatory Authorities

Fuss & O'Neill will organize and participate in a pre-application meeting (virtual format) with key regulatory and potential funding authorities to briefly review the goals of the projects, the proposed data collection, and the anticipated permitting requirements associated with the proposed project activities. Depending on the outcomes of Task 2, this task may focus on both dams, or it may focus primarily on Home Brew Dam. The following agencies will be invited to participate in the meeting:

- MEPA Office
- MassDEP
- Mass Wildlife
- Mass DCR Office of Dam Safety
- Mass Division of Ecological Restoration
- US Army Corps of Engineers

Task 5 Deliverables:

Meeting Notes

Schedule

We are prepared to begin work on this project within 1 week of written authorization to proceed. We understand that, pursuant to the Town's Grant Agreement, the entire project must be completed by June 30, 2023. Assuming authorization to proceed by September 15, 2022, a target schedule for completion of the project tasks is outlined below.

Dr. David Tapscott
Chair, Board of Health
Uxbridge, MA
August 19, 2022
Page 14

Task	Timeline for Completion
Task 1: Project Kickoff, Management and Reporting	
Task 1.1: Kick-off Meeting with Town, EEA, and Consultant	September 30, 2022
Task 1.2: Monthly Progress Reports FY23 (Town Task)	June 30, 2023
Task 1.3: Project Case Study	June 30, 2023
Task 2: Public Involvement and Community Engagement in FY23	
Task 2.1: Invasive Water Chestnut Removal	June 30, 2023
Task 2.2: Support for Community Volunteers/Community Liaisons (Town Task)	June 30, 2023
Task 2.3: Digital and Print Engagement Materials (Town Task with Fuss & O'Neill Support)	June 30, 2023
Task 3: Home Brew Dam Removal Feasibility Study	
Task 3.1: Wetland Resources and Watershed Evaluation and Stream Characteristics	October 7, 2022
Task 3.2: Site Survey and Base Mapping	October 20, 2022
Task 3.3: Hydrologic and Hydraulic Analysis	November 30, 2022
Task 3.4: Sediment Quality and Depth Assessment	October 15, 2022
Task 3.5: Dam Removal Permitting Level (75%) Design	March 1, 2023
Task 3.6: MassDEP Wetlands Protection Act Notice of Intent	June 30, 2023
Task 3.7: USACE Pre-Construction Notification Application	June 30, 2023
Task 3.8: MEPA EIR	June 30, 2023
Task 3.9: Massachusetts Chapter 253 Dam Safety Permit	June 30, 2023
Task 3.10: 401 Water Quality Certification	June 30, 2023
Task 4: Whitin Pond Dam Removal – Preliminary Explorations and Outreach	
Task 4.1: Public Dam Removal Visioning Workshop	May 31, 2023
Task 4.2: Sediment Quality and Depth Assessment	April 7, 2023
Task 4.3: Title/Tax Research (Town Task)	March 1, 2023
Task 5: Pre-Application Meeting with Regulatory Authorities	March 1, 2023

Fees

Fuss & O'Neill proposes to provide these professional services on a lump sum basis, as indicated in the following table. Our policy is to invoice monthly based on the percentage of the project completed. Pricing is good for 90 days, and the attached General Terms and Conditions will apply.

Dr. David Tapscott
Chair, Board of Health
Uxbridge, MA
August 19, 2022
Page 15

Task	Fee
Task 1: Project Kickoff, Management and Reporting	\$1,500
Task 1.1: Kick-off Meeting with Town, EEA, and Consultant	\$1,500
Task 1.2: Monthly Progress Reports FY23 (Town Task)	--
Task 1.3: Project Case Study	--
Task 2: Public Involvement and Community Engagement in FY23	\$3,500
Task 2.1: Invasive Water Chestnut Removal	\$3,000
Task 2.2: Support for Community Volunteers/Community Liaisons (Town Task)	--
Task 2.3: Digital and Print Engagement Materials (Town Task with Fuss & O'Neill Support)	\$500
Task 3: Home Brew Dam Removal Feasibility Study	\$171,150
Task 3.1: Wetland Resources and Watershed Evaluation and Stream Characteristics	\$7,000
Task 3.2: Site Survey and Base Mapping	\$12,350
Task 3.3: Hydrologic and Hydraulic Analysis	\$37,000
Task 3.4: Sediment Quality and Depth Assessment	\$15,700
Task 3.5: Dam Removal Permitting Level (75%) Design	\$58,000
Task 3.6: MassDEP Wetlands Protection Act Notice of Intent	\$12,600
Task 3.7: USACE Pre-Construction Notification Application	\$8,200
Task 3.8: MEPA EIR	\$9,300
Task 3.9: Massachusetts Chapter 253 Dam Safety Permit	\$6,000
Task 3.10: 401 Water Quality Certification	\$5,000
Task 4: Whitin Pond Dam Removal – Preliminary Explorations and Outreach	\$39,100
Task 4.1: Public Dam Removal Visioning Workshop	\$26,500
Task 4.2: Sediment Quality and Depth Assessment	\$12,600
Task 4.3: Title/Tax Research (Town Task)	\$500
Task 5: Pre-Application Meeting with Regulatory Authorities	\$3,500
GRAND TOTAL	\$218,750

Fees are valid for 90 days and the project duration is assumed to be as shown above. If authorization or project schedule extend beyond these durations, Fuss & O'Neill reserves the right to renegotiate the fee.

Receipt of a signed copy of the Authorization to Proceed enclosed with this proposal or a purchase order referencing this proposal will serve to authorize the work outlined in the Scope of Services.

Dr. David Tapscott
Chair, Board of Health
Uxbridge, MA
August 19, 2022
Page 16

We look forward to assisting you with this effort. Please call me at (413) 452-0445 x6119 if you have any questions.

Sincerely,



Julianne Busa, Ph.D., Certified Senior Ecologist
Project Manager | Senior Resilience Scientist



Dan Delany, P.E.
Vice President | Office Manager

Attachments:

Authorization to Proceed
General Terms and Conditions

Authorization to Proceed

Julianne Busa, PhD, Certified Senior Ecologist
Project Manager | Senior Resilience Scientist
Fuss & O'Neill, Inc.
1550 Main St., Suite 400
Springfield, MA 01103

RE: Authorization to Proceed
FY22 MVP Action Grant—Town of Uxbridge
Fuss & O'Neill Reference No. 20170390.F60
Budget: \$218,750

Dear Julianne Busa,

I hereby authorize Fuss & O'Neill to proceed with the above-referenced project in accordance with the General Terms and Conditions and proposal dated August 19, 2022. I understand that billing will be monthly, payable within thirty (30) days of date of invoice with interest accruing at the rate of 1.5% per month thereafter. A 15% administration charge will be added to subcontract services that are billed through Fuss & O'Neill. I further understand that the Town of Uxbridge will be responsible for the reasonable cost of collection.

Printed Name	Date
Signature	Title
Finance Director/Town Accountant	Date

Client Name – please complete information below.

*Submit invoice as follows (✓ one →):	_____ Mail	_____ Email	_____ Online
Billing Contact: Name:			
Address:			
Phone/Email:			
Accounts Payable Contact: Name:			
Address:			
Phone/Email:			
Purchase Order Number:			

** Indicate address, email address and website link if different than already provided.*

GENERAL TERMS AND CONDITIONS

Attached to and incorporated into the Proposal that, as executed, shall serve as an agreement between Town of Uxbridge, MA (Client) and Fuss & O'Neill, Inc. (Consultant) dated August 18, 2022 in respect of the Project described therein.

1.0 GENERAL

Consultant shall perform for Client professional consulting services in all phases of the Project to which this Agreement applies as hereinafter provided. These services will include serving as Client's professional consulting representative for the Project.

Any provisions of this Agreement held in violation of any law or ordinance shall be deemed stricken and all remaining provisions shall continue valid and binding upon the parties. Client and Consultant shall attempt in good faith to replace any invalid or unenforceable provisions of this Agreement with provisions which are valid and enforceable and which express the intention of the original provisions.

Client shall reimburse Consultant for all costs of modifications and any additional services required to comply with laws, rules or regulations first coming into effect after the signing of this Agreement, charges for which will be based on Consultant's fee schedule at the time the additional services are performed. It is understood that various codes and regulations are subject to varying and sometimes contradictory interpretation. Consultant will exercise its professional skill and care consistent with the generally accepted standard of care applicable to the geographical locale to provide a work product that complies with such regulations and codes, as well as its reasonable engineering judgment consistent with generally accepted scientific, industry, municipal or governmental information concerning environmental, atmospheric and geotechnical conditions and developments. Consultant does not warrant that all documents issued by it shall comply with said regulations and codes.

2.0 MEANING OF TERMS

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached and in which they are incorporated as if they were part of one and the same document.

3.0 CLIENT'S RESPONSIBILITIES

Client shall:

- Provide all criteria and complete information as to Client's requirements for the Project,
- Designate a person to act with authority on the Client's behalf in respect to all aspects of the Project,
- Examine and respond promptly to the Consultant's submissions,
- Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any perceived defect in the work,
- Guarantee access to and make all provisions for the Consultant to enter lawfully upon public and private property,
- As appropriate and required by law, bear responsibility for reporting significant and/or material environmental hazards of contaminated property.

Unless otherwise specifically indicated in writing, Consultant shall be entitled to rely unconditionally and without liability on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Client acknowledges that if Consultant's professional services involve the use of vehicles or other equipment as part of Project, some damage to the project site could occur. Client understands that unless specifically stated in the Agreement, and provided Consultant uses reasonable care, correction of such damage shall not be the responsibility of Consultant.

4.0 REUSE OF DOCUMENTS

All documents, including reports, electronic media, drawings and specifications, prepared or furnished by Consultant and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of a particular Project and Consultant shall retain ownership and property interests therein whether or not the Project is completed. Client may make and retain copies of such documents for information and reference in connection with the Project, However,

such documents are not intended or represented to be suitable for reuse by Client, including extensions of the Project or on any other project, nor are they to be relied upon by anyone other than Client.

Copies of documents that may be relied upon by Client are limited to printed copies that are signed or sealed by Consultant, or PDF files prepared, issued, and digitally signed and encrypted by the Consultant. Other files in electronic media, including but not limited to CAD or other similar electronic drawings, other electronic media, text, data and graphics files will be made available solely as a convenience and any conclusion or information obtained or derived from such other electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this Project.

Any reuse, modification or disbursement by Client of Consultant's documents to third parties without written consent of Consultant including, but not limited to, any corruption or alteration arising out of the transmission of electronic files or occurring to such electronic files once leaving the custody of Consultant will be at Client's sole risk and without any liability or legal exposure to Consultant or its subsidiaries, independent professional associates, subconsultants, and subcontractors. Accordingly, Client shall, to the fullest extent permitted by law, defend, indemnify and hold Consultant harmless from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse, modification or disbursement.

Any request by Client for Project-specific adaptation by Consultant will entitle the Consultant to further compensation at rates to be agreed upon by Client and Consultant.

Consultant shall retain all records in its custody and control that are pertinent to performance under this Agreement in accordance with its record retention policy, as amended from time to time. Consultant shall make such records available to Client for inspection and reproduction upon Client's reasonable request, advance notice and at Client's expense.

5.0 OPINIONS OF COST

Unless expressly stipulated in the Proposal, Consultant's services do not include any express or implied endorsement or evaluation of, or comment upon, the relationship of the Project's development, construction, operational, and maintenance costs to the financial value or viability of the Project.

Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over Contractor's methods of determining prices, its means, methods and sequencing, or over competitive bidding or market conditions, Consultant's opinions of probable total project costs and construction cost, if any, are made based solely upon the Consultant's experience and qualifications, and represent Consultant's best judgment as an experienced and qualified professional familiar with the construction industry. Consultant cannot, and does not, guarantee or warrant that proposals, bids or actual total project or construction costs will not vary from opinions of probable cost prepared by Consultant. If prior to the bidding or negotiating phase the Client wishes greater assurance as to total project or construction costs, Client shall employ an independent cost estimator.

6.0 SUCCESSORS AND ASSIGNS

6.1 Neither Client nor Consultant shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be 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. Nothing contained in this paragraph shall prevent Consultant from retaining such independent professional associates and consultants, as the Consultant may deem appropriate to assist in the performance of services hereunder.

6.2 Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and Consultant and not for the benefit of any other party.

7.0 MEDIATION

Prior to the initiation of litigation in a court of competent jurisdiction, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to non-binding mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the Commonwealth of Massachusetts

8.0 PURCHASE ORDERS

In the event Client issues a purchase order or other instrument related to Consultant's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, delete or supersede any of the terms and conditions of this Agreement and these Terms and Conditions incorporated therein. If Client does issue a purchase order or other similar instrument, it is understood and agreed that Consultant shall indicate the purchase order number on the invoices sent to Client.

9.0 SUBCONSULTANTS

Except as expressly agreed, Client will directly retain other consultants whose services are required in connection with the Project. As a service, Consultant may advise Client with respect to selecting other consultants, and may assist Client in coordinating and monitoring the performance of other consultants as an additional service for which Consultant is entitled to an agreed fee. However, in no event will Consultant assume any liability or responsibility for the work performed by other consultants, or for their failure to perform any work, regardless of whether Consultant retains them directly or as subconsultants, or only coordinates and monitors their work. When Consultant does engage a subconsultant on behalf of Client, the expenses incurred, including rental of special equipment necessary for the work will be billed as they are incurred, subject to an administrative markup of 15 percent, or as specified in the rate table or billing terms in effect at the time the services are

provided. By engaging Consultant to perform services, Client agrees to hold Consultant, its directors, officers, employees, and other agents harmless against any claims, demands, costs, or judgments relating in any way to the performance or non-performance of work by another consultant or subconsultant for which Consultant is not legally liable and which Consultant does not control, except claims for personal injury, death, or personal property damage caused solely by the negligence of Consultant's employees.

10.0 INDEMNIFICATION

10.1 Client and Consultant each agree to indemnify and hold the other harmless, and their respective officers, employees, agents and representatives from and against liability for all damages, including reasonable attorneys' fees, to the extent such damages are caused by the indemnifying party's negligent acts, errors, or omissions, as ultimately adjudicated. In the event damages are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence, as ultimately adjudicated.

10.2 Consultant shall under no circumstances be considered the generator of any hazardous substances, pollutants or contaminants encountered or handled in the performance of Consultant's services. In the event that the Consultant or any other party encounters asbestos or toxic materials at the job site which was previously unknown or had not been disclosed to Consultant, or should it become known that certain materials may be present at the job site or any adjacent areas that may affect the performance of the Consultant's services, Consultant shall notify Client and may, at its option and without liability for consequential or any other damages, suspend performance of service on the Project until Client retains appropriate specialist consultants to identify, abate and/or remove the asbestos or hazardous or toxic material, and Client warrants to Consultant that the job site is in full compliance with applicable laws and regulations with regard to said substances.

10.3 Neither party shall have liability for loss of product, loss of profit, loss of use, or any other indirect, incidental, special, or consequential damages incurred by the other party, whether brought as an action for breach of contract, breach of warranty, tort, or strict liability, and irrespective of whether caused or allegedly caused by either party's negligence; and Client agrees to defend, indemnify and hold Consultant harmless with

respect to any such claims. Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

10.4 Consultant and Client agree that should Consultant's services not include construction phase services, Client shall be solely responsible for interpreting any contract documents and observing the work of Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If Client authorizes deviations, recorded or unrecorded, from the documents prepared by Consultant, Client shall not bring any claim against Consultant and shall indemnify and hold Consultant, its agents, representatives and employees harmless from and against claims, losses, damages and expenses including, but not limited to, defense costs and the time expended by Consultant, its employees, agents and representatives, to the extent such claim, loss, damage or expense arises out of or results in whole or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision.

10.5 In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of limitations or statute of repose.

11.0 LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions, to the extent Consultant is adjudicated liable, Consultant's liability to Client for any loss or damage arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including Consultant's professional negligent errors or omissions, shall not exceed the greater of \$50,000 or the total compensation received by Consultant hereunder, and the Client expressly releases the Consultant from any liability above such amount.

12.0 STANDARD OF CARE

All services of Consultant and those for whom it is legally liable will be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. Consultant expressly

disclaims any and all other warranties, whether express or implied, with respect to the services rendered hereunder.

13.0 CHANGES OR DELAYS

Unless the accompanying Agreement/Proposal provides otherwise, the proposed fees constitute Consultant's estimate to perform the services required to complete the Project as Consultant understands it to be defined, and subject to the accuracy of information provided to the Consultant at that time. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope, timeframe or cost. Consultant will inform Client of such situations so that negotiation of change in scope and adjustment to the time of performance and fees may be accomplished as required. If such change, additional services, or delay in commencement of the project, unanticipated delay in construction of the project or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, regardless of the reason or cause, an equitable adjustment shall be made and the Agreement modified accordingly. No work shall commence until the Parties have mutually agreed upon and memorialized any changes in writing signed by both Parties.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Client's failure to provide specified facilities or information, Client's failure to make payment in accordance with its obligations under this Agreement, or for delays caused by unpredictable occurrences or force majeure including, but not limited to, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the Agreement to which Consultant is entitled to payment.

14.0 PAYMENT

Consultant shall typically invoice Client for services performed under this Agreement on a monthly basis, and Client shall pay Consultant's invoices within thirty (30) days of receipt. Payment shall be delivered to: Fuss & O'Neill, Inc. at P.O. Box

412889, Boston, MA 02241-2889 or by EFT/ACH transfer to Bank of America, Account # 385016029253, ABA #011900254. Client agrees to bring to Consultant's attention in writing any questions regarding Consultant's invoice within ten (10) days of receipt. In the event that Client does not provide Consultant with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to Client. If Client fails to make any payment due Consultant for services, expenses or other charges within thirty (30) days after receipt of Consultant's invoice therefor, the amounts due Consultant will be increased at the rate of one and one half (1.5%) percent per month from the thirtieth day after the invoice was received and, additionally, Consultant may, after giving a minimum of seven (7) days' written notice to Client, suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant may at its sole discretion suspend services on any or all other projects being performed by Consultant for Client under any other agreements until Consultant has been paid in full for all amounts due for services, expenses and any other charges under this Agreement. Client shall be responsible for the reasonable cost of collection including reasonable attorneys' fees and costs.

15.0 TERMINATION

The obligation to provide services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event either party fails to substantially perform in accordance with the terms of this Agreement, and these incorporated Terms and Conditions, through no fault of the terminating party. In the event of any termination, for whatever reason, Client shall pay Consultant for all services rendered to the date of termination, all reimbursable expenses and termination expenses. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payments are not brought current within seven (7) days of notice of termination.

16.0 CONTROLLING LAW

This Agreement is to be governed by the law of the Commonwealth of Massachusetts.

17.0 SUBSURFACE INVESTIGATIONS

Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a

comprehensive sampling and testing program, implemented with appropriate equipment and experienced personnel under the direction of a trained professional which functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. The passage of time also must be considered, and Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or a distance from it, actual conditions may quickly change. Consultant shall not be liable for such alteration or damage or for damage to, or interference with any subterranean structure, pipe, tank, cable, or other element or condition whose nature and location are not called to Consultant's attention in writing before exploration commences.

18.0 HAZARDOUS MATERIALS TESTING

Client recognizes that special risks occur whenever engineering or related disciplines are applied to the testing of hazardous materials which typically require invasive or destructive testing. Even if properly implemented with appropriate equipment and experienced personnel under the direction of a trained professional who renders services in accordance with the professional standard of care, damage may occur to the area subject to the testing including, but not limited to, invasive or destructive sampling methods. In no event shall Consultant be liable to Client, or any other person or entity, for any damage caused to any real or personal property during the course of such invasive or destructive sampling methods as set forth in this request. Any liability for such damages shall be allocated to and remain the sole responsibility of Client. In the event a claim is asserted against Consultant alleging damages arising from its services under this request, Client shall defend and indemnify Consultant with respect to any such claims or resulting damages.

19.0 LITIGATION AND ADDITIONAL WORK

In the event Consultant is to prepare for or appear in any litigation on behalf of Client, or is to make investigations of reports on matters not covered by this Agreement, or is to perform other services not included herein, additional compensation shall be paid to Consultant, charges for which will be based upon Consultant's fee schedule at the time the additional services are performed.

20.0 INSURANCE

Consultant will secure and maintain such insurance as will protect Consultant from claims under the

Workmen's Compensation Act and from claims for bodily injury, death or property damage that may arise from the performance of Consultant's services under this Agreement.

Consultant will secure and maintain professional liability insurance for protection against claims arising out of the performance of professional services under this Agreement caused by negligent errors or omissions for which Consultant is adjudicated liable, and further subject to the indemnification and limitation of liability provisions contained in this Agreement and the incorporated Terms & Conditions. Consultant shall request that all of its subcontractors/subconsultants carry insurance of similar types and with similar limits of coverage as required for Consultant.

21.0 SALES TAX EXEMPTION CERTIFICATE

Client must provide Consultant a sales tax exemption certificate within fifteen (15) days after the effective date of this Agreement for any exemptions claimed by Client from the sales tax for any services performed or for any tangible personal property purchased under this Agreement. In the event that Client fails to provide Consultant with such an exemption certificate within that time period, Client shall be solely responsible for obtaining a refund for any and all sales tax collected or paid by Consultant in connection with the performance of this Agreement before Client provides Consultant with such exemption certificate, including any sales tax paid by Consultant to subcontractors, engineers, suppliers or any other individual entity.

22.0 PERIOD OF SERVICE

Consultant shall proceed with the services under this Agreement promptly and will diligently prosecute the work to completion subject to any delays due to strikes, action of the elements, act of any government, civil disturbances or any other cause beyond the reasonable control of Consultant.

23.0 NOTICE REQUIREMENTS

If Client alleges that it has discovered a negligent defect, fault, error, non-compliance or omission in Consultant's services, it shall give written notice to the Consultant within thirty (30) days of the date it identifies any negligent defect, fault, error, non-compliance or omission in Consultant's services. Notice shall include a detailed description of the

nature of the alleged negligent defect, fault, error, non-compliance or omission. Client agrees that failure to give such notice shall result in Client's waiver of the claim. Additionally, Client agrees that failure to give such notice from the time it reasonably should have discovered any alleged defect, fault, error, non-compliance or omission in Consultant's services, and failed to give proper notice, shall result in Client's waiver of the claim. All claims against Consultant, whether grounded in contract, tort, or otherwise, shall be brought no later than two (2) years from the date of issuance of the invoice relating to the services giving rise to the claim. Client expressly waives any applicable discovery rule or applicable statute of repose for any services provided under this Agreement.

24.0 PROPRIETARY RIGHTS OF CONSULTANT

Client acknowledges that Consultant has developed systems, processes, apparatus, analytical tools and methods which are proprietary to Consultant and which are used in its business. Such systems, processes, apparatus, analytical tools and methods (including software, patents, copyrights and other intellectual property), and all derivations, enhancements or modifications thereof made by Consultant including those as a result of work performed by Consultant hereunder, shall be and remain the property of Consultant.

25.0 PHOTOGRAPHIC/ARTISTIC REPRESENTATIONS

Consultant shall have the right to use photographic and artistic representations of the Project for promotional or professional purposes. Consultant shall make its best effort to exclude proprietary or confidential information. Client agrees to notify Consultant in writing of specific proprietary or confidential information to be excluded.