

VIA EMAIL

August 25, 2011
(Revised September 7, 2011)
File No. 18.P000092.12



372 Merrimac Street
Newburyport, MA
01950
978-465-1428
FAX 978-465-2640

Mr. David Spitz
Town Planner
Town of Harwich
Harwich, Massachusetts 02645

Re: Proposal for Services
Saquatucket and Wychmere Harbor Plan Development
Harwich, Massachusetts

Dear Mr. Spitz:

Vine Associates (VA) – A Division of GZA GeoEnvironmental, Inc. is pleased to present this proposal for permitting and engineering services for the above-referenced project. This proposal provides a detailed work scope and fee for the Saquatucket Harbor and Wychmere Pier Plan development. This information is supplemental to the project information contained in our response to the Town's RFP dated July 20, 2011.

SCOPE OF WORK

Based on our review of the RFQ documents, understanding of the project conditions and goals, and discussions with you we have developed the following scope of work.

1. REVIEW OF EXISTING CONDITIONS

1.1 Review of Documents – The Team will review available documents including:

- Town of Harwich Harbor Management Plan
- Town of Harwich Harbors and Marine Facilities Analysis Report, dated August 19, 2011
- Saquatucket and Wychmere Harbor Baseline Study and Conceptual Plan, dated January 2011.

1.2 Stakeholder On-site Interviews and Observations – As part of the review of existing conditions, our team will schedule two different days and meet at both sites for a portion of each day with as many of the existing harbor users that may be affected by the improvements. We have budgeted to be onsite for four hours for each day. The purpose of these visits is to directly observe and photograph existing conditions and operations while they are underway. The observations will include photography of the movement





patterns along the bulkhead and pick-up and drop-off areas, as well as general observations regarding the use of the entire site. During one of these site visits the Team will hold a kickoff meeting with the Town Steering Committee consisting of the Harbormaster, Town Administrator, Town Engineer, Town Planner, and Jill Mason (Channel 18 Director).

1.3 Confirmation of Existing Site Layout and Uses – During the site visits noted above, we will meet with the Harbor Master to discuss existing site conditions.

1.4 Site Survey and Bathymetric Surveys – We will complete a topographic survey along the east-west bulkhead at Saquatucket Harbor. The topographic survey will be limited to an area between the bulkhead line and 200 ft north of the bulkhead line. We have assumed that with the anticipated upgrades to the surface water control system at Wychmere Pier, a topographic survey of the immediate area is available. We will also complete a bathymetric survey of the marina area at Saquatucket Harbor and in the immediate vicinity of Wychmere Pier. This information will be presented on project site plans.

1.5 Preparation of Summary Memo of Existing Conditions – The information developed as part of these initial tasks will be summarized in a memorandum submitted to the Steering Committee. The summary memo will be submitted as a PDF file via email.

2. INITIAL APPROACH

2.1 Design Program – The team will prepare a Design Program for each of the two harbors, based on the review and analysis of existing conditions and the issues identified in previous studies, and during discussions with the stakeholders and with the Steering Committee during Task 1.2. The Design Program will identify the approach to design and layout issues to be addressed in this study. The program will formalize the technical, spatial and operational environment for every function intended to be accommodated at each facility within the limits of the overall scope of improvements that will be the subject of this design phase. The Design Program will articulate the number, draft, length and types of vessels to be accommodated, information regarding loading, offloading, berthing, landside operational needs, and operational schedules. The program will address pedestrian and vehicle access needs. It will record assumptions concerning utilities and lighting. This document will include the aesthetic principles and address signage. The Design Program will also specifically address environmental sustainability as it is translated into materials and design standards that will be used. The draft Design Program will be provided to the Steering Committee in PDF form submitted by email for information and input, and used as part of related discussions that are part of the stakeholder and Town engagement process described below. At a minimum, design and layout issues to be considered during this task will include:



Watersheet Design

- Relocation of ferry to a landside berth to accommodate customer safety and/or construction of new fixed piers.
- Relocation of charter fishing, party fishing, and tour boats to a central location for easier customer access and better viewing by visitors.
- Consolidation of commercial fishing fleet in one or two central locations with easy access to support facilities (e.g. hardscaping, ice machine, off-loading crane, exc.) Review use of one or both of the Saquatucket East Bulkhead area and the Wychmere Pier.
- Reconfiguration of the overall dock/slip layout to more efficiently manage commercial and recreational uses and to maximize the number of docks/slips.
- Determination of optimal location for three boats and support facilities for potential use by Cape Wind maintenance operations.

Landside Facilities

- Review of lower access road design to accommodate existing and potential drop-off, pick-up, boat trailer circulation, and public viewing uses.
- Review of potential loading, off-loading, parking and public viewing uses in the Saquatucket east bulkhead area and the parking lot adjacent to Wychmere Pier.

2.2 Stakeholder and Town Coordination – The draft Design Program will be presented and discussed at an evening meeting that gathers together the constituent stakeholders along with the Town officials engaged in the process and Steering Committee. Based on their input and advice, the draft Design Program will be revised

2.3 Summary Memo – We will develop a final Program Design for submittal to the Steering Committee as a PDF file.

3. PRELIMINARY DESIGN PLAN, ENGINEERING AND REVIEW

3.1 Landside layouts – The layout of the landside facilities will include three alternative approaches to the design of the landside facilities for drop-off and pick-up, provisioning and loading activities along the bulkhead. The layouts will also be coordinated with both the existing conditions for adjacent areas, and consider the implications associated with a broader set of site improvements reflecting the recommendations of the Cape Cod Commission study.



3.2 Watersheet and Marine Structures Layouts – Preliminary Harbor design plans for the Saquatucket Harbor and Wychmere Pier will be developed based on the accepted Program Design. The layouts will include at least two options and will include berth configuration, as well as bulkhead and pier configurations. The layouts will also identify facilities requiring alterations, rehabilitations, and/or replacement to meet the plans goals.

3.3 Preliminary Engineering – Preliminary engineering will be completed to advance the project. Preliminary engineering will include the Wychmere Pier structure and the bulkhead(s) at the Saquatucket Harbor. A summary report will be developed presenting preferred preliminary conceptual engineering for the maintenance, repair, or replacement of specific structures.

3.4 Illustrative Plans – Illustrative drawings of the options for Saquatucket Harbor, for both the waterside and landside facilities and the Wychmere Pier will be developed, so that the participants in the process can easily understand the visual qualities and implications. The plans will reflect the conceptual layouts developed in tasks 3.1 and 3.2.

3.5 Draft Summary Report – A report will be develop to summarize the work completed as part of Tasks 3.1 to 2.4. For each option relative costs, risks, and issues will be addressed. The report will include preliminary engineering analyses and Illustrative Plans. A draft report will be submitted for Steering Committee review and comment.

3.6 Stakeholder and Town Coordination/Review – We will conduct an evening workshop meeting with stakeholders, public officials, and the Steering Committee to present and solicit response to the work summarized in the Report. This will provide an opportunity to provide forums for discussion that engage multiple points of view simultaneously, and consider the relative trade-offs, costs and benefits of various approaches.

4 FINAL DESIGN PLAN AND REPORT

Finalized Harbor Plans and Report – Based on feedback from task 3.6 and direction from the Steering Committee, the watersheet and landside layouts/plans will be finalized to convey both the landside and waterside improvements for Saquatucket Harbor and Wychmere Pier. Any required conceptual engineering will also be finalized. Layout plans reflect the preferred option for each project site and will include dimensioned drawings indicating the approximate location and extent of all improvements, and the associated demolition or relocation of existing elements. The plans and report will represent the work completed, additional details and final design will be required to advance the designs to a bid ready construction documents. This will be accompanied with a final report incorporating the conceptual engineering with associated cost estimates and a written narrative describing the elements and their relationship to the Design Program. Five copies of the final Plan and Report will be submitted to the Town.

SCHEDULE

VA is prepared to initiate the proposed Scope of Work immediately upon receipt of a Work Scope Authorization (i.e., signed contract). The anticipated schedule is presented in our response to the RFP dated July 21, 2011.



BASIS OF BILLINGS

Billings for the above described scope of work will be based on actual accrued time and expenses billed in accordance with the attached Schedule of (Vine 2011) and Standard Billing Rates (The Cecil Group). Estimated charges for the scope of work outlined above is **\$47,000** broken down as follows:

TASK	AMOUNT
Task 1 – Review of Existing Conditions, Site Survey, and Bathymetry (TCG - \$2,400)	\$14,500
Task 2 – Initial Approach (TCG - \$2,400)	\$ 8,000
Task 3 – Preliminary Design (TCG - \$3,000)	\$ 10,500
Task 4 – Final Design (TCG - \$3,200)	\$12,500
Expenses (TCG - \$500)	\$ 1,500
Total	\$47,000

Additional efforts outside the above scope would be billed as additional fee in accordance with the attached Schedule of Fees (Vine 2011) and Standard Billing Rates (The Cecil Group). Additional efforts outside the scope (beyond the above fee limit) would not be initiated without your approval.

This proposal may be accepted by signing in the appropriate spaces below and returning one complete copy (with attachments) to us. The executed agreement must be received prior to the initiation of the services described above. You may terminate this agreement at any time upon written notice to us, it being understood that you will remain liable for our fees and expenses accrued or incurred in accordance with the terms hereof up to the date of such determination. Upon receipt of the signed proposal, VA will commence work.

Invoices for our services will be mailed to the address presented above. Should your billing address be different, please notify the undersigned so that appropriate changes can be made.

CONDITIONS OF ENGAGEMENT

Conditions of engagement are described in the Terms and Conditions for Professionals Services (08/08-Edition/05-9011).

ACCEPTANCE



This proposal may be accepted by signing in the appropriate spaces below and returning one complete copy (with attachments) to us. The executed agreement must be received prior to the initiation of the services described above. Issuance of a purchase order implicitly acknowledges acceptance of the above-referenced terms and conditions. This proposal for services and attached terms and conditions shall constitute the entire agreement between the parties.

GZA appreciates the opportunity to submit this proposal to you. We look forward to working with you on this project.

Very truly yours,

VINE ASSOCIATES

A DIVISION OF GZA GEOENVIRONMENTAL, INC.



Russell Morgan, P.E.
Principal



David B. Vine, P.E.
Associate Principal

RM/DBV:pca
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Attachment: Schedule of Fees (VINE 2011)
Standard Billing Rates (The Cecil Group)
Terms and Conditions for Professionals Services (08/08-Edition/05-9011)

This Proposal and the attached Terms and Conditions for Professionals Services (08/08-Edition/05-9011) are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name of, and on behalf of Town of Harwich.

By: _____ Title: _____

Typed Name: Town of Harwich Date: _____

Billing Address (if different from above): _____



For Proposal For Services Dated: September 7, 2011

Proposal No: 18.P000092.12

**VINE ASSOCIATES
A DIVISION OF GZA GEOENVIRONMENTAL, INC.
SCHEDULE OF FEES**

Principals	\$180
Senior Project Manager/ Senior Technical Specialist	\$150
Project Manager/Technical Specialist	\$130
Assistant Project Manager	\$110
Engineer I	\$85
Engineer II	\$75
CADD Operator	\$75
Technical Support	\$60
Word Processor	\$55

GZA laboratory and equipment charges will be at standard rates. Outside laboratory, exploration and subcontractor expenses will be billed at cost plus 10% markup. Mileage will be billed at cost without markup. A communications charge of 3% of labor billings will be applied to all invoices.

* *A fifty percent (50%) premium will be added to the above rates for expert witness services.*

THE CECIL GROUP - STANDARD BILLING RATES

Rates as of January 1, 2011

Services, when provided on an hourly basis and additional services, if any, shall be computed at the following standard hourly billing rates:

\$ 195 per hour – Principals
\$135 per hour – Senior Designers, Senior Project Managers
\$110 per hour – Project Managers, Senior Job Captains
\$ 95 per hour – Senior Professional Staff
\$ 80 per hour – Senior Technical Staff, Junior Professional Staff
\$ 65 per hour – Junior Technical Staff

Reimbursable expenses shall include costs associated with copies of all drawings, specifications, plans, reports and cost estimates, copies of prints, travel, transportation, lodging and board in connection with the project or the performances of our services, long-distance telephone calls, telefaxes, couriers and messengers, on-site or in-house photography and other project related expenses and taxes incurred by The Cecil Group, Inc. or by our consultants. The cost of any consultants necessary in the performance of our services shall also be deemed a reimbursable expense unless agreed to otherwise. Reimbursable expenses shall be billed at 1.15 times our cost. Models, special renderings, fees for special consultants, and photographic services are considered extras and are also reimbursable at 1.15 times our cost.

Normal accounting process at The Cecil Group, Inc. produces an invoice well after the delivery of services being billed. Accordingly, all invoices are due upon receipt and any balances unpaid within 30 days will be subject to a charge of the lesser of 1-1/2% per month or the maximum rate allowed by law. In such an event we shall also have the right to suspend our services without liability and without prejudice to any other rights that we might have.



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2008 by GZA GeoEnvironmental, Inc.

Client ("You"): Town of Harwich

Proposal No: 18.P000092.12

Site: Saquatucket and Wychmere Harbor Plan Development Harwich, Massachusetts

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and you, Client, named above.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

1. Services. GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you. Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order.

2. Standard of Care. GZA will perform the services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S ORAL OR WRITTEN REPORTS.**

3. Payment.

- a. Except as otherwise stated in the Proposal, you will compensate GZA for the services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
- b. Any retainer specified in GZA's Proposal shall be due prior to the start of services and will be applied to the final invoice for services.
- c. GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate its services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees.

4. Your Responsibilities.

- a. Except as otherwise agreed, you will secure the approvals, permits, licenses and consents necessary for performance of the services. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the site and other information that may be pertinent to the services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. Unless otherwise indicated in writing, GZA will be entitled to rely on documents and information you provide.
- b. If you use the services of a construction contractor at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the construction contractor provisions obligating the latter:
 - (i) to indemnify, defend and hold harmless, to the fullest extent permitted by law, you and GZA, its officers, employees and principals, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, or any of its subcontractors or any engineer engaged by it;
 - (ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor, or any of its subcontractors; and
 - (iii) to require that all of its subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
- c. In the event that you are unable to secure such provisions in the agreement(s) with the construction contractor, you shall promptly notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections.

5. Right of Entry. You grant GZA and its subcontractor(s) permission to enter the site to perform the services. If you do not own the site, you represent and warrant that the owner has granted permission for GZA to enter the site and perform the services; you will provide reasonable verification on request; and you will indemnify GZA for any claims by the site owner related to alleged trespass by GZA or its subcontractors.

6. Reliance. The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA's REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA.**

7. GZA Professionals. GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, or Certified Industrial Hygienists, collectively referred to in this section as "GZA Professionals") whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the services of GZA or other contractor/consultant(s), which audit may require additional services, even though GZA and such GZA Professionals have each performed such services in accordance with the standard of care set forth herein. You agree to compensate GZA for all services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.

8. Hazardous Materials; GZA "Not a Generator". Before any hazardous or contaminated materials are removed from the site, you will sign manifests naming you as the generator of the waste (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any waste is taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any hazardous or contaminated materials at or removed from the site. GZA will not have responsibility for or control of the site or of operations or activities at the site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold GZA harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of hazardous waste.

9. Limits on GZA's Responsibility. GZA will not be responsible for the acts or omissions of contractors or others at the site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities or the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.

10. Changed Conditions.

- a. You recognize the uncertainties relating to the furnishing of professional services, which often require a phased or exploratory approach, with the need for additional services becoming apparent during the initial services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
- b. If changed or unanticipated conditions or delays make additional services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of services, compensation and schedule.
- c. If no agreement can be reached, GZA will be entitled to terminate its services and to be equitably compensated for the services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.

11. Documents and Information. All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.

12. Electronic Media. In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

13. Confidentiality; Subpoenas. Information about this Agreement and GZA's services and information you provide to GZA regarding your business and the site, other than information available to the public and information acquired from third parties, will be maintained in confidence

and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform its services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws and court orders. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the services, at the rates set forth in the applicable Proposal, amendment or change order.

14. Insurance. During performance of the services, GZA will maintain workers compensation, commercial general liability, automobile liability, and professional liability insurance. GZA will furnish you certificates of such insurance on request.

15. Indemnification. You agree to hold harmless, indemnify, and defend GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the services, except to the extent they are caused by GZA's negligence or willful misconduct.

16. Limitation of Remedies.

- a. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates and subcontractors and their employees, officers, directors and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
- b. You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
- c. Any claim will be deemed waived unless received by GZA within one year of substantial completion of the services.
- d. GZA will not be liable for lost profits, loss of use of property, delays, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages.
- e. GZA will not be liable to you or the site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
- f. You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent.

17. Disputes.

- a. All disputes between you and GZA shall be subject to non-binding mediation.
- b. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
- c. The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
- d. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five (45) days after service of notice.

18. Miscellaneous.

- a. Massachusetts law shall govern this Agreement.
- b. The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause.
- c. Any amendment to these Terms and Conditions must be in writing and signed by both parties.
- d. Having received these Terms and Conditions, your oral authorization to commence services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e. This Agreement supersedes any contract terms, purchase orders or other documents issued by you.
- f. Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g. Your failure or the failure of your successors or assigns to receive payment or reimbursement from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h. These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i. The provisions of this Agreement are severable; if any provision is unenforceable it shall be appropriately limited and given effect to the extent it is enforceable.
- j. The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.