

Town of Waterboro  
**20/20 Master Planning Committee**

Minutes

January 13, 2014 – 5:15 PM – Old Town Hall Meeting Room

**Call to Order:** 5:15 PM by Chair, Bob Powers

Present: Bob Powers, Dianne Holden, Todd Abbott, Judi Carll, Roger Macomber, Tim Neill and Town Planner Tom Ursia. Guests: Sel. Dave Woodsome. Members Absent: Dave Barker, Andy Cote and Mesha Quinn.

**Review & Accept Agenda:** Roger made the motion to accept the agenda. Judi seconded. Voted, passed.

**Minutes:** Judi made the motion to accept the minutes of December 9, 2013 as written. Bob seconded. Voted, passed.

**Announcements:** Bob & Tom reported that the Jan. 7, 2014 presentation to the Board of Selectmen went well.

**Correspondence:** Wright Pierce has been contacted by the Planning Board to work on cistern guidelines. Their fee will be \$750., and there is \$600. consulting monies in the PB budget. Dianne made the motion for the 20/20 Committee to pay the additional \$150. for the work to be completed. Roger seconded. Voted, passed.

**Old Business:**

Update on status of revisions to the East Waterboro conceptual (graphics) plan: Tom reported that he contacted three schools to help with this project. He believes he has found someone at MIT and is waiting for an agreement and cost of the work; which he expects to receive within 10 days.

Receive information, review information and provide in-put on Town Planner's existing and future land use mapping/zoning strategies for Sector One (East Waterboro): Tom reported that the Future Land Use Chapter will be mostly graphics. Sites will be depicted as to what has already been approved and what's coming. The Town doesn't have a 'sunset clause' for plans already on the books. Discussion on an example; Ford Pond Estates subdivision, which includes wetlands and was approved with 15 ft. pavement on Aug. 14, 2002. As of today, nothing has been done with it. It is an engineered, not planned, grandfathered subdivision, but the better future use would be as open space. Tom handed out a talking points paper for 20 to 30 years out in regards to Sector One and its future land use considerations/needs. In regards to gravel pits, the Town has its own reclamation plans in place.

In response to the Planning Board's request:

- Tim made the motion to recommend a new zone in the East Village and to have a new business zone , possibly mixed use, along a Planning Board prescribed Rte. 5 corridor from the junction of Rte. 202 to Jellerson Road; and to accept Tom's handout. Roger seconded. Voted, passed. Tom stated that there shouldn't be an overlay in the Village Zone.
- Tim made the motion that the next area to work, would be Rte. 5, from Rte. 202 to Little Ossipee Lake. This area would also include Roberts Ridge Road to the Lyman line; and, Rte. 202/4 west to Cook's Brook. And, recommend to the Planning Board that the possibilities of business zoning should be explored. Todd seconded. Voted, passed.
- Discussion on Enterprise Plan: could contain certain acreage; infrastructure layout, etc. Todd made the motion to recommend to the Planning Board that the possibilities of a Business Enterprise Zone should be explored. Bob seconded. Voted, passed.

Review status of Economic Development Chapter and set date for joint meeting with 20/20 & EDC: Tom will schedule with the EDC to have the 20/20 Committee attend the EDC Feb. 12, 2014 meeting. (5:30 PM – Selectmen's Meeting Room)

Sub-Committee members report on status of progress of Chapters: Tabled

Other Unfinished Business, if any: None

**New Business:**

Discuss and vote on 20/20 operational budget for 2014-15: Judi made the motion to request \$5,000. Todd seconded. Voted, passed.

Review Committee tasks for 2014 and confirm and/or revise meeting dates: Tabled

**Adjournment:** Todd made the motion to adjourn at 8:22 PM. Judi seconded. Voted, passed.

Respectfully submitted,

Dianne Holden  
Committee Secretary



Water  
Wastewater  
Infrastructure

January 6, 2014  
W-P Project No. MTB14

Thomas E. Ursia  
Waterboro Town Planner  
Waterboro Town Hall  
24 Town House Road  
Waterboro, ME 04030

Subject: Proposed Agreement for Professional Engineering Services Related to  
Support in Reviewing Town Policy with Regard to Use of Cisterns for Fire Protection

Dear Tom:

Wright-Pierce is pleased to provide you with this letter agreement associated with provision of professional engineering services to the Town of Waterboro related to a review of municipal policy with regard to use of cisterns as a source of water for fire protection. Based on our discussions we understand that the Town's Planning Board is interesting in obtaining professional advice in support of refining the community's current policies and has identified the following initial areas where guidance is desired:

- Are there any new innovations in cistern design or technologies used in residential subdivisions or commercial applications?
- Is there a 'typical' life expectancy for each of different types of cistern? Discuss reinforced concrete vs. plastic polymers vs. other innovative alternatives.
- If a municipality 'inherits' the maintenance of cisterns, are there specific protocols that should be followed?
- Relative to sizes of cisterns (residential vs. commercial) are there specifications (beyond NFPA requirements) for sizing & design?
- Is a minimum capacity of 25,000 gallons acceptable for an industrial or commercial structure?
- Share with us recent case studies you may be familiar with regarding cistern installation in Maine or elsewhere in northern New England.

## PROPOSED SCOPE OF SERVICES

Upon receipt of authorization to proceed from the Town we will prepare a draft letter report addressing the items identified above. The draft letter report will be provided to you for review and comment.

Letter to Mr. Thomas Ursia  
January 16, 2014



Upon receipt of your comments we will finalize the letter report and provide it to you.

### **COMPENSATION AND SCHEDULE**

Based on the proposed scope of services listed above, we suggest a "base budget" for preparation of the letter report of \$750 which includes reimbursable expenses. In the event you would like us to attend a meeting of the Planning Board to discuss the results of our assessment, the additional fee would be \$250.

### **COMPENSATION AND SCHEDULE**

Based on the proposed scope of services listed above, we suggest a budget of \$750 for preparation of the letter report which presumes that there is no need for attendance at a meeting of the Planning Board. This "not-to-exceed" budget includes both labor and reimbursable expenses.

We would expect to start our services promptly after receipt of your acceptance of this agreement. We would anticipate that a draft design would be available for review by the Town for comment within 30 days of receipt of a notice to proceed. The timeline for issuance of a final letter report will be dependent on the timeline for receipt of comments from the Town.

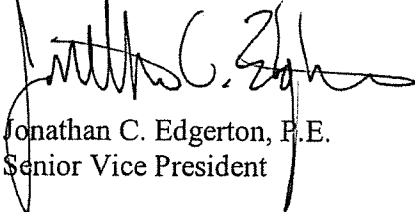
### **AGREEMENT TERMS AND CONDITIONS**

This Letter Agreement and the attached Terms & Conditions represent the entire understanding between you and us with respect to the above services and may not be amended or modified unless such amendment or modification is signed by both parties to this contract and attached thereto. If this letter satisfactorily sets forth your understanding of the arrangement between us, please sign a copy of this letter in the space below and return it to us.

We appreciate the opportunity to be of service to the Town of Waterboro and look forward to working with you. Please contact me at 798-3727 in the event you have any questions.

Very truly yours,

WRIGHT-PIERCE



Jonathan C. Edgerton, P.E.  
Senior Vice President

Letter to Mr. Thomas Ursia  
January 16, 2014



Accepted this \_\_\_\_\_ day of January, 2014

TOWN OF WATERBORO, MAINE:

By \_\_\_\_\_  
Authorized Representative

Title \_\_\_\_\_

**SCHEDULE OF TERMS AND CONDITIONS**

**FOR**

**AGREEMENT BETWEEN THE**

**TOWN OF WATERBORO**

**AND**

**WRIGHT-PIERCE**

**DATED: JANUARY \_\_\_\_\_, 2014**

# SCHEDULE OF TERMS AND CONDITIONS

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**SCHEDULE OF TERMS AND CONDITIONS  
(CLIENT IS OWNER)**

**1.0 Standard of Care**

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

**2.0 Client's Responsibilities**

Except as otherwise provided in this Agreement, CLIENT shall do the following in a timely manner as requested by ENGINEER and shall bear all costs incident thereto:

2.1. Designate in writing a person to act as CLIENT's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define CLIENT's policies and decision with respect to ENGINEER's services for the Project.

2.2. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations, and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.

2.3. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as requested by ENGINEER.

2.4. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.

2.5. Provide approvals and permits from all governmental authorities having jurisdiction to approve the portions of the Project designed or specified by ENGINEER and such approvals and consents from others as may be necessary for completion of such portions of the Project.

2.6. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's services, or any defect or nonconformance in ENGINEER's services or in the work of any Contractor.

**3.0 Reuse of Documents**

3.1. Documents are Instruments of ENGINEER's Service

All documents including Drawings and Specifications provided or furnished by ENGINEER (or ENGINEER's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and ENGINEER's Consultants, as appropriate, shall retain an ownership and property interest therein (including the right of reuse by and at the discretion of ENGINEER and ENGINEER's Consultants, as appropriate) whether or not the Project is completed. CLIENT may make and retain copies of documents for information and reference in connection with the use and occupancy of the Project by CLIENT.

Such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by ENGINEER and ENGINEER's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

3.2. Records Retention/Access to Records.

ENGINEER will retain pertinent records relating to the services performed under this Agreement for a period of six (6) years following completion of the services, during which period the records will be made available to CLIENT at ENGINEER's office during normal business hours with reasonable advance notice. Copies will be prepared by ENGINEER for CLIENT for reasonable cost of reproduction and associated labor.

3.3. Information transmitted to CLIENT on Computer Disk or by electronic means

The CLIENT acknowledges that any revisions made to electronic media and any consequences of its direct or indirect use by the CLIENT or its agents are beyond the control of the ENGINEER. The ENGINEER cannot be held responsible for software errors, for deterioration of data due to aging, damage to the computer disk, or for failure of the data to respond as intended if used with software and/or operating systems other than those on which it was developed. The original document maintained by the ENGINEER shall be the controlling document.

**4.0 Third Party Information**

CLIENT acknowledges and agrees that ENGINEER may solicit and reasonably rely on third party information essential and relative to the performance of ENGINEER's duties created and addressed by this Agreement whenever such information is under the control of a third party; and, ENGINEER will not be responsible or liable for the direct or indirect consequences of its reliance on such third party information. Examples of the type of third party information addressed above include, but are not limited to, any information within the control of any of the following: a public, quasi-public or private utility; a governmental body, agency or government (federal, state or local); a water and/or sewer facility, district or entity; or, an agent or employee of CLIENT.

**5.0 Estimates of Cost**

Since ENGINEER has no control over the cost of labor, materials or equipment or over Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, its estimate of probable project costs provided for herein are to be made on the basis of its experience and qualifications and represent its best judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that proposals, bids or the project costs will not vary from its estimate of probable costs. If, prior to the Bidding or Negotiating Phase, CLIENT wishes greater assurance as to the project costs, CLIENT shall employ an independent cost estimator. Engineering services to modify the Contract Documents to bring the project costs within



any limitation established by CLIENT will be considered Additional Services and paid for as such by CLIENT.

The construction cost of the entire Project (herein referred to as "Construction Cost") means the total cost to construct the project including furnishing and installing all equipment and materials, but it will not include ENGINEER's compensation and expenses, the cost of land, right-of-way, or compensation for or damages to properties unless this Agreement so specifies, nor will it include CLIENT's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project.

## 6.0 Allocation of Risks

6.1. ENGINEER shall Indemnify CLIENT from Claims caused by ENGINEER's Negligence

To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless CLIENT, CLIENT's officers, directors, partners, employees and agents from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants in the performance and furnishing of ENGINEER's services under this Agreement.

6.2. CLIENT shall Indemnify ENGINEER from Claims caused by CLIENT's Negligence

To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees and agents and ENGINEER's Consultants from and against any and all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT's officers, directors, partners, employees, agents and CLIENT's consultants with respect to this Agreement or the Project.

6.3. CLIENT shall Indemnify ENGINEER from Claims caused by Hazardous Waste

In addition to the indemnity provided under Paragraph 6.2 of this Schedule, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless ENGINEER and its officers, directors, partners, employees and agents and ENGINEER's Consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release or escape of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material at, on, under or from the Project site.

6.4. ENGINEER's Liability Limited to Amount of Insurance Proceeds

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants, and any of them, to CLIENT and anyone claiming by, through or under CLIENT, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including

but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants or any of them (hereafter "CLIENT's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to ENGINEER by ENGINEER's insurers in settlement or satisfaction of CLIENT's Claims under the terms and conditions of ENGINEER's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense and appeal). If no such insurance coverage is provided with respect to CLIENT's Claims, then the total liability, in the aggregate, of ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants and any of them to CLIENT and anyone claiming by, through or under CLIENT, for any and all such uninsured CLIENT's Claims shall not exceed the ENGINEER's fee or \$100,000, whichever is less.

6.5. Exclusion of Special, Incidental, Indirect and Consequential Damages

To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, ENGINEER and ENGINEER's officers, directors, partners, employees, agents and ENGINEER's Consultants shall not be liable to CLIENT or anyone claiming by, through or under CLIENT for any special, incidental, indirect or consequential damages whatsoever, arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract or warranty express or implied of ENGINEER or ENGINEER's officers, directors, partners, employees, agents or ENGINEER's Consultants, or any of them.

6.6. Limitation of ENGINEER's Liability on Comparative Negligence Basis

To the fullest extent permitted by law, ENGINEER's total liability to CLIENT and anyone claiming by, through or under CLIENT for any claim, cost, loss or damages caused in part by the negligence of ENGINEER and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles. CLIENT further agrees to hold harmless ENGINEER against any such claim, cost, loss or damages but only to the extent of the percentage share that CLIENT's negligence bears to the total negligence of CLIENT, ENGINEER and all other negligent entities and individuals determined on the basis of comparative negligence principles.

## 7.0 Insurance

7.1. ENGINEER's Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom. Upon request, ENGINEER shall list CLIENT as an additional insured on ENGINEER's general liability insurance policy, and shall provide CLIENT with a copy of the Certificate of Insurance.

7.2. CLIENT's Insurance and Contractor's Insurance

CLIENT shall list ENGINEER and ENGINEER's Consultants as additional insureds on any general liability or property insurance policies carried by CLIENT which are applicable to the Project. CLIENT shall require Contractor to purchase and maintain general liability and other insurance as specified in the Contract Documents and to list ENGINEER and ENGINEER's Consultants as additional insureds with respect to such liability, property and other insurance purchased and maintained by Contractor. All policies of property insurance shall contain provisions to the effect that ENGINEER and ENGINEER's Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against the insured or any additional insureds thereunder.

### 7.3. Additional Insurance

At any time CLIENT may request that ENGINEER, at CLIENT's sole expense, provide additional insurance coverage. If so requested by CLIENT, and if commercially available, ENGINEER shall obtain and shall require ENGINEER's Consultants to obtain such additional insurance coverage, different limits or revised deductibles, for such periods of time as requested by CLIENT, at CLIENT's sole expense.

## 8.0 Subsurface Conditions

### 8.1 Interpretations and Recommendations Based Solely on Information Available.

CLIENT recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by the ENGINEER or ENGINEER's geotechnical Consultant, and that the data, interpretations and recommendations of the ENGINEER or geotechnical Consultant are based solely on the information available to it. The ENGINEER or geotechnical Consultant will be responsible for those data, interpretations, and recommendations, but neither shall be responsible for the interpretation by others of the information developed.

### 8.2 Utilities

In the prosecution of its work, the ENGINEER, and its Consultants will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities.

## 9.0 Independent Contractors

It is understood and agreed that all contractors and Consultants engaged by the ENGINEER are independent contractors of the ENGINEER and not employees or agents of the ENGINEER; and ENGINEER shall have no right, duty or obligation to direct or control the means, methods or techniques of any such contractors and consultants.

## 10.0 Compensation

### 10.1. Salary Costs

"Salary Costs" means salaries and wages paid to ENGINEER's personnel plus the cost of normal and statutory benefits. For salaried personnel the imputed direct hourly rate shall be the weekly salary divided by 40. Until further notice, the amount of customary and statutory benefits will be considered to be 40% of the actual or imputed direct hourly rate. Salary Costs and the factor applied to Salary Costs will be adjusted as may be appropriate to reflect changes in the various elements that comprise them. All such adjustments will be in accordance with generally accepted accounting practices and will be consistent with ENGINEER's overall compensation practices and procedures.

### 10.2. Direct Labor Costs

"Direct Labor Costs" means salaries and wages paid to ENGINEER's personnel, but does not include the cost of normal and statutory benefits. For salaried personnel the imputed direct hourly rate shall be the weekly salary divided by 40. Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted as may be appropriate to reflect changes in the various elements that comprise them. All such adjustments will be in accordance with generally accepted accounting practices and will be consistent with ENGINEER's overall compensation practices and procedures.

### 10.3. Reimbursable Expenses

Reimbursable Expenses are those non-labor expenses associated with ENGINEER's conduct of the Project. Some examples of Reimbursable Expenses are meals, transportation, telephone calls, printing and photocopying costs, and computer charges. The amount ENGINEER will bill for Reimbursable Expenses will be in accordance with ENGINEER's standard schedule of Reimbursable Expenses Billing Rates or, if the expense item is not listed on the schedule, the cost actually incurred or the imputed cost ENGINEER allocates to the expense item.

### 10.4. Invoices/Late Payment

Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to CLIENT at least monthly. Invoices are due and payable upon receipt. If CLIENT fails to pay any invoice within sixty days of the invoice date, the amounts due ENGINEER will increase at the rate of 1.0% per month from the thirtieth day following the invoice date; and, in addition, ENGINEER may, after giving seven days' written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment.

### 10.5. Professional Services Taxes

If at any time ENGINEER's compensation under this Agreement becomes subject to a professional services tax, sales tax, Value Added Tax, gross receipts tax or similar levy imposed by any local, state, federal or other government or quasi-government agency or authority, CLIENT agrees to pay such tax or levy on ENGINEER's behalf or reimburse ENGINEER for its paying such tax or levy.

## 11.0 Controlling Law

This Agreement is to be governed by the laws of the State of Maine. Any dispute resulting in legal action and not resolved by arbitration, mediation or such other method as may be mutually agreed to by the parties shall be adjudicated within the jurisdiction of the State of Maine.

## **12.0 Dispute Resolution**

The parties hereto agree that prior to filing litigation they will consider alternative dispute resolution techniques to resolve all claims, counter claims, disputes and other matters in question between the parties arising out of or relating to this Agreement.

## **13.0 Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

## **14.0 Precedence**

These provisions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document.

## **15.0 Severability**

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

## **16.0 Successors and Assigns**

CLIENT and ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither CLIENT nor ENGINEER shall assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than CLIENT and ENGINEER.

## **17.0 Survival**

All express representations, indemnifications or limitations of liability made in or given in this Agreement will survive the completion of all services of ENGINEER under this Agreement or the termination of this Agreement for any reason.

## **18.0 Termination**

The obligation to provide further services under this Agreement may be terminated:

### **18.1 For cause**

For cause by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Notwithstanding the foregoing, this Agreement will not terminate as a result of such substantial failure if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof;

provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such thirty-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

### **18.2 By ENGINEER**

By ENGINEER upon seven days' written notice if ENGINEER believes that ENGINEER is being requested by CLIENT to furnish or perform services contrary to ENGINEER's responsibilities as a licensed design professional; or upon seven days' written notice if the ENGINEER's services for design or during the construction of the Project are delayed or suspended for more than ninety days for reasons beyond ENGINEER's control.

In the case of termination under this paragraph, ENGINEER shall have no liability to CLIENT on account of such termination.

### **18.3 For convenience**

For convenience by CLIENT effective upon the receipt of notice by ENGINEER.

### **18.4 ENGINEER's Compensation**

In the event of any termination, CLIENT will pay ENGINEER for all services rendered to the date of termination, all reimbursable expenses, and all reimbursable termination expenses.

## **19.0 Equal Employment Opportunity**

Wright-Pierce is an Equal Employment Opportunity employer and is committed to recruiting, hiring, training and promoting for all job classifications without regard to race, religion, color, national origin, sex or age, physical or mental handicap, marital status or status as a disabled veteran, veteran of the Vietnam era, ex-offender or former patient of a state institution except where based on a bona fide occupational qualification.