



313 Congress Street
Boston, MA 02210
(617) 330-9390

Friday, July 20, 2026

Jennifer Oram
Senior Planner/ Zoning Administrator
Town of Hingham
210 Central Street,
Hingham, MA 02043
Phone: (781) 804-2315
Email: oramj@hingham-ma.gov

Re:	Subject:	Proposal for Capital Needs Assessment Services
	Project:	Integrated Capital Needs Assessment
	Property:	Lincoln School Apartments 86 Central Street, Hingham, MA 02043
	Proposal No.:	100350022

Dear Jennifer Oram:

Thank you for providing Rimkus Consulting Group, Inc. ("Rimkus") the opportunity to propose Capital Needs Assessment Services for the Lincoln School Apartments located in Hingham, MA. This Proposal outlines our understanding of the project scope, the services we will provide, exclusions, and the fees for our services. If you accept the terms in this Proposal, please sign and return this document so Rimkus can proceed with the work.

Project Description

Based on the Town of Hingham's updated Integrated Capital Needs Assessment Request for Quotes (ICNARFQ-2), released July 6, 2026, Rimkus understands that Lincoln Apartments, LLC Board of Managers is seeking a comprehensive, integrated Capital Needs Assessment for Lincoln School Apartments at 86 Central Street in Hingham, Massachusetts. The property is a historic adaptive reuse former school originally constructed in 1912 and converted in 1979/1981, consisting of two interconnected structures with 60 project-based Section 8 senior housing units. The requested CNA must serve as a 20-year Master Integration Document that reconciles prior studies, validates current building conditions, identifies deferred maintenance and compliance needs, evaluates modernization and electrification options, and provides decision-grade capital planning information for the Town.

Rimkus further understands that the RFQ requires integration of existing technical reports and attachments, including prior plans, ADA transition planning, roof and building envelope reports, HVAC schematic narratives, roof maintenance information, and emergency air-handler repair information. Our approach will coordinate these materials with field observations to identify conflicts, overlaps, sequencing issues, hidden or secondary costs, temporary relocation considerations where applicable, system interdependencies, and opportunities to bundle work to reduce cost or resident disruption.

Scope of Work

Rimkus will provide the following services as detailed within Attachment A:

1. Capital Needs Assessment (CNA) & 20-year Capex with Prior Report Reconciliation
2. Focused Building Envelope & Roof Assessment with Prior Report Validation
3. HVAC Modernization & Electrification Roadmap
4. Focused Elevator Assessment
5. Focused Accessibility Survey
6. Integrated Cost Model, Risk Register, and Total Cost of Ownership Summary

Client Responsibilities

To perform the services as described herein, the following are the responsibility of Town of Hingham:

1. Provide pertinent, available, construction documents and documents related to the history of the building, any prior investigative and repair reports, and any available documentation on recent repair work.
2. Notify the property owner(s) of the pending assessment including obtaining permission to gain access to the property.
3. Cooperate in scheduling the assessment.
4. Provide completed Pre-Survey Questionnaire and digital copies of documents requested in the Questionnaire **prior to the site visit**.
5. At the site:
 - a. Ensure the availability of Building Management personnel for interviews.
 - b. Provide contact information of available site personnel to accompany and provide access to the property during the assessment.
 - c. When entering any occupied unit, a representative of the property will notify the tenant of the inspection and escort the Rimkus representative into the unit.

- d. Provide access devices (e.g. keys, key-fobs, key-cards) necessary to ensure unrestricted access through the property including roofs, attics, crawlspaces, and mechanical, electrical, and/or elevator rooms.
- e. Provide safe (OSHA compliant) access (ladder or mechanical lift) to elevated areas. If Rimkus provides above grade access, the equipment rental and time associated with making access accommodations will be considered an Additional Service as defined herein.

Exclusions

Only those services specifically described above in the Scope of Work Section of this Proposal are included. Any service not specifically included in the Scope of Work is excluded from this Proposal and, if requested to be performed, will be billed as an Additional Service.

Project Schedule

Rimkus will coordinate the kickoff, document request, site inspection, draft deliverable, and final deliverable milestones to meet the RFQ's required completion schedule. Our schedule assumes timely access to requested documents, building areas, units selected for sampling, Town representatives, property management personnel, and responses to draft deliverables. Unless otherwise approved by the Owner, Rimkus will complete the final CNA within ninety (90) calendar days of awarded contract, consistent with the RFQ.

1. **Kickoff Meeting and Data Request:** Within seven (7) calendar days of awarded contract.
2. **Field Investigations and Site Inspections:** Completed within forty-five (45) calendar days of awarded contract, subject to access and coordination with occupied senior housing operations.
3. **Draft CNA Report and Capital Plan:** Submitted within seventy-five (75) calendar days of awarded contract.
4. **Final CNA Report:** Submitted within ninety (90) calendar days of awarded contract after incorporation of Owner comments.

Deliverables

Project deliverables will include the RFQ-required PDF report, editable report files, and an editable Excel-based 20-year capital plan suitable for capital planning use. The capital plan will be organized by year and by timeframe, including immediate (0–1 year), short-term (1–5 years), mid-term (6–10 years), and long-term (11–20 years) recommendations. The report will include an Executive Summary, Property Overview, Methodology, Integrated Findings, Capital Improvements Plan, Opinion of Probable Cost, Regulatory Compliance Analysis, HVAC/Electrification Analysis, Accessibility Improvement Plan, Risk Register, Total Cost of Ownership Summary, and supporting appendices.

Project Team

Rimkus has attached consultant profiles to highlight the experience of the proposed Project Team, chosen by Rimkus to engage in the work involved in this Proposal. Rimkus reserves the right to substitute team members and supplement the Project Team with additional members as necessary.

Professional Fees

Rimkus will complete the Scope of Work described in this Proposal on a **lump sum basis** as summarized in the following table. Note that our fees are based on prior experience and assumptions for the quantities of services provided. Our fees are subject to change if those assumptions are inaccurate. Stated fees do not include applicable taxes.

Proposed Services	Fees
Capital Needs Assessment (CNA) & 20-year Capex with Prior Report Reconciliation	\$25,500
Focused Building Envelope & Roof Assessment with Prior-Report Validation	\$4,500
HVAC Modernization & Electrification Roadmap	\$11,500
Focused Elevator Assessment	\$2,500
Focused Accessibility Survey	\$5,500
TOTAL FEE	\$49,500

**Fee is proposed as a lump sum inclusive of anticipated professional services and ordinary project expenses for the RFQ scope. Any services outside the defined scope would require prior written authorization as Additional Services.*

Additional Services

Any work requested by Town of Hingham or that becomes necessary during the execution of our approved services and that is not specifically included in the Scope of Services defined herein shall be considered Additional Services. **Additional Services will be provided on a time and expense, à la carte, or lump sum basis**, and when possible, will be approved by Town of Hingham in writing. Any request, whether made verbally or in writing, from the client representative for services not specifically outlined herein or for quantities of services beyond those stated herein is considered your approval of the fees and expenses associated with those Additional Services. For any services provided on a Time and Expense basis, the time will be billed at the rate of the Rimkus person(s) providing the service(s) per the attached Terms and Conditions plus any necessary expenses, including but not limited to printing, reproductions, delivery, and travel expenses, billed at cost-plus 15 percent. Billable Mileage will be billed from the Rimkus office located in Boston, MA at a rate of \$0.90 per mile.

Supplemental Services Offered

The following services, available from Rimkus though excluded from the Scope of Work, may complement the work of this Proposal, satisfy other owner requirements for the property, or be considered next steps for remediation and/or renovation of the existing property and building systems. Rimkus is a full service Architectural and Engineering firm. Following condition assessments, we can provide preparation of construction contract documents, bidding services, contractor selection, and construction contract administration or construction monitoring services (i.e. Clerk of the Works, construction review), field performance testing, and commissioning.

1. Owners Project Management/Construction Advisory Services including Construction Project Scheduling.
2. MEP/FP & Structural Engineering Design Services.
2. Mechanical & Building Envelope Commissioning.
3. Bld. Envelope Inspections and Field Performance Testing.
4. Project Close Out & Warranty Inspections.
5. Climate Risk Assessments, Environmental Site Assessments, Energy & Resiliency.

Please contact us if you would like additional information or a separate Proposal quotation for any of the supplemental consulting services listed above.

Terms and Conditions

This Proposal is intended to support the Town of Hingham's RFQ response process. Rimkus understands that the successful bidder must execute the Town's sample agreement and provide required insurance documentation. If Rimkus is selected for award, final contractual terms will be reconciled with the Town's procurement documents during contract finalization.

This Proposal terminates via expiration sixty (60) days after the date it is dated unless accepted or extended in writing. Rimkus acknowledges that any final authorization to proceed will be subject to the Town's RFQ requirements, award process, sample agreement, and any mutually accepted contract modifications.

This Proposal, and all services rendered by Rimkus in this matter, are governed by the accompanying Terms and Conditions, which are incorporated herein ("Terms and Conditions"). To the extent language in this Proposal conflicts with language in the Terms and Conditions, the language in the Terms and Conditions shall control and govern. This Proposal terminates via expiration 60 days after the date it is dated unless accepted by Client. Any of the following acts by you shall constitute acceptance: signing and returning a copy of this Proposal; our receipt of a retainer; the continued use of us on the assignment; or any request for services to be performed by us in this matter after your receipt of the Proposal, including the Terms and Conditions.

If this Proposal satisfactorily sets forth your understanding of the work and meets your acceptance, please sign this document to authorize agreement in this matter, governed by the Terms and Conditions, and return it to Rimkus so that we may proceed to schedule the work, subject to receipt of specified retainer. If you have comments or questions regarding the Scope of Work or Fees, or if this proposal requires amending to better suit your needs, please contact me.

Kind Regards,
Rimkus Consulting Group, Inc.

Jared Cacciapaglia

Jared Cacciapaglia
Practice Leader, Construction Advisory
Office: (617) 330-9390
Mobile: (774) 406-6851
Email: jared.cacciapaglia@rimkus.com

cc: John Bruzzese, Michael Flaherty

Attachments: Detailed Scopes of Work, Terms and Conditions

Authorization to Proceed with Proposal:

If this Proposal is acceptable, please complete the following and email back your authorization to proceed to Jared.cacciapaglia@rimkus.com and Michael.flaherty@rimkus.com

Proposal No. 100350022: Accepted this _____ day of _____, 20 ____

Lincoln School Apartments
86 Central Street
Hingham, MA

Signature of Approval by Authorized Person

Purchase Order: _____

Signature: _____

Printed Name and Title: _____

Invoicing Instruction Confirmation:

Please complete below the necessary information for invoicing that is different than that identified in the Proposal above, as required to confirm invoicing instructions:

Email address: _____

Full Name of Company to
appear on Invoices: _____

Company Address: _____

Contact Name: _____

Contact Phone Number: _____

Client Reference Number(s) _____

Additional invoicing instructions: _____

ATTACHMENT A

Detailed Scopes of Work

1. Capital Needs Assessment (CNA)

The assessment will be conducted, and the report will be prepared, in general conformance with ASTM E2018-15, as identified in the RFQ as the minimum standard of care. Rimkus will exceed the baseline ASTM process as required by the RFQ by integrating prior reports, coordinating findings across building systems, and developing a decision-grade 20-year capital plan.

Review of Available Documents

Rimkus will begin with a review of the documents provided related to the history of the building, prior investigative and repair reports, and documentation on recent repair work. To develop a clear understanding of the history and condition of the building, we will need to talk to people who are familiar with the past usage and performance of the building, such as the maintenance supervisors and/or property managers. Having a firm grasp of how a building was constructed, how it has been used, and how it has performed, can provide insight into potential problems with various building systems. We prefer to have the opportunity to review all available documentation before performing a tour/inspection of the property.

Per the RFP, Rimkus will review available reports, plans, maintenance information, and field observations to identify conflicts, overlaps, outdated assumptions, data gaps, and sequencing implications.

Limited Public Records Review

Subject to the availability of relevant information:

1. Research the Building and Fire Department websites for open violations.
2. Review the current zoning classification of the property.
3. Evaluate the flood-plain status of the property.
4. Send a Freedom of Information Act (FOIA) letter to the Building and Fire Departments requesting information on the subject property (e.g. latest inspection letter, open violations, etc.).

Site Visit

Rimkus will perform 1 site visit to visually assess the general condition of the building, site, and equipment as prescribed in ASTM E2018-24. We will endeavor to identify deficiencies that may require maintenance, repairs, or replacement and to estimate remaining service life expectancies. The assessment will be a general, walk-through assessment of the property. Subject to access, our assessment will include the following:

1. **Site Components:** Paving, count of parking spaces (up to 500), walkways, and site drainage.

2. **Structural Systems:** Noting observed evidence or reports of poor structural performance.
3. **Mechanical Systems:** Location and adequacy of utility services, HVAC systems, plumbing. Identification of utility service providers.
4. **Electrical Systems:** Utility services, transformers, distribution, and lighting. Identification of utility service providers.
5. **Fire & Life Safety Systems:** Location and adequacy of fire protection, life safety, and energy management services.
6. **General Construction:** Windows, exterior and interior walls, common area floors, and rest rooms.
7. **Interior Elements:** Review typical interior materials and finishes; tour 20% of the units and 50%+/- of the common areas; subject to access limitations or other safety and health concerns.
8. **Accessibility:** Assess site routes, parking, common areas, interior circulation, unit accessibility considerations, elevator compliance, and observable conditions identified in the 2022 ADA Transition Plan. The assessment will consider ADA, Section 504, and Massachusetts 521 CMR requirements at a planning level suitable for capital prioritization and will identify items requiring further detailed design or verification.
9. **Roofing Systems:** Type, insulation if discernible, slope, flashing, drainage, expansion joints, quality, and remaining useful life.
10. **Building Envelope:** Review from ground level, elevated exterior locations (terraces, roof tops, balconies) where access is provided, and random interior observations.
11. **Vertical Transportation:** Review and assess vertical transportation equipment and controls to determine general condition and remaining useful life of components.

Meetings

We anticipate a brief, 30-minutes or less in duration, on-site meeting at the outset of the building inspection to discuss the intent of the assessment and focus areas. We anticipate a follow-up virtual meeting or conference call, 1 hour or less in duration, to discuss the outcome of the assessment, within the week following the inspection. At this meeting we will

1. Review the conditions observed during the site visit.
2. Discuss information gathered from the Building and Fire Departments, the current zoning classification of the property, and the flood-plain status of the property.
3. Discuss observed deficiencies that may require maintenance, repairs, or replacement and to estimate remaining service life expectancies.
4. Discuss whether the need for additional consultants (e.g. Architectural, Structural, Electrical, Mechanical, Plumbing, Elevators, Fire Suppression) is recommended for the project.

5. Provide a verbal analysis and answer client questions regarding the property.
6. We do not provide Rough Order of Magnitude (ROM) estimates at the meetings, and we reserve the right to alter our opinions on the condition of the building, either following our review of our photographs and notes or after additional information is provided.

Report

Consistent with the RFQ, Rimkus will prepare an editable 20-year capital plan and CNA report documenting existing conditions, observed and identified deficiencies, recommended corrective actions, remaining useful life assumptions, and anticipated replacement costs over the evaluation period. Cost opinions will include hard construction costs, soft costs such as design, permitting, testing, insurance, contingencies, escalation assumptions, general conditions, and phasing impacts where applicable. Rimkus will distinguish planning-level estimates from higher-confidence estimates and will organize costs by system and by driver, including lifecycle, compliance, deferred maintenance, and modernization needs.

The report will not constitute a guarantee of the overall condition or the functional suitability of the facilities beyond their current use. Items that are not included in the proposed scope of work are listed in the attached Out of Scope Items List. Please note that Rimkus is not responsible for the work of regulatory agencies or other third parties supplying information used in the compilation of the report.

2. Focused Building Envelope & Roof Assessment with Prior Report Validation

Use the 2023 BEA Building Envelope Inspection Report and related roof information as baseline references, then field-verify accessible masonry, precast, sealant, flashing, roof-interface, fenestration, balcony, and water-infiltration conditions to update scope, priority, phasing, and cost assumptions.

3. HVAC Modernization & Electrification Roadmap

Evaluate existing heating, cooling, ventilation, and domestic water heating conditions against prior HVAC concepts, electrification opportunities, infrastructure constraints, lifecycle costs, and phasing needs. The analysis will compare split-system heat pump and central VRF concepts, consider ERV/ventilation implications, identify costs associated with removal of existing through-wall and through-window air-conditioning units and related wall/window panel repairs or capping, and incorporate water conservation and operational readiness considerations.

4. Focused Elevator Assessment

Survey and review the existing elevator equipment and suitability for current and anticipated use, including reliability, resident safety, energy efficiency, ride quality, accessibility compliance, and long-term modernization needs. Prepare an evaluation report with recommendations for repairs, modernization, or replacement alternatives.

Evaluate major components, including hoist machines, control equipment, door operating equipment, safety equipment, hoistway, machine room, pit areas, and related electrical, HVAC, and MEP interfaces. The evaluation will identify required repairs, recommended modernization

measures, remaining useful life, long-term reliability concerns, and phasing considerations to minimize disruption to senior residents.

The elevator assessment will include a planning-level cost-benefit comparison of partial modernization versus full replacement and will address the advisability of a second elevator from accessibility, life-safety, redundancy, operational continuity, and constructability perspectives.

5. Focused Accessibility Survey

Accessibility, Section 504, ADA, and 521 CMR considerations: Assess site, common-area, unit, elevator, and circulation conditions and coordinate findings with the 2022 ADA Transition Plan as a required capital planning framework.

ADA Transition Plan validation: Validate the status of listed deficiencies where observable, including exterior routes, curb ramps, parking, signage, doors, stairs, interior routes, patio access, unit accessibility, toilet rooms, kitchens, communication-accessible features, and operable parts.

Accessible unit parity and communication-accessible units: Evaluate prior recommendations for accessible studio and two-bedroom unit distribution and communication-accessible apartment features as part of the accessibility improvement plan and capital prioritization process.



Built Environment Solutions
TERMS AND CONDITIONS
Effective October 1, 2025 (rev 2C)

(1.) These Terms and Conditions (sometimes referred to herein as the "Agreement") apply to the retention and work of Rimkus Consulting Group, Inc., its subsidiaries, and subcontractors ("Company") on behalf of client ("Client"). When required by professional registration requirements for engineering and architectural services within the project's jurisdiction, Company's related entity Rimkus New York, PLLC, will perform and invoice such services. Unless stated in writing otherwise, Company's services are limited to providing professional advice, judgments, and/or opinions for the exclusive use of Client. No other person or entity shall use the work performed hereunder without the express written consent of Company. These Terms and Conditions include the Professional Fees Schedule set forth below.

(2.) Any of the following acts by Client constitutes acceptance of these Terms and Conditions: signing and returning a copy of the Confirmation of Assignment Letter; our receipt of your retainer payment; the continued use of Company on the assignment; or any request for services to be performed by Company after Client's receipt of the Terms and Conditions. No changes, edits, interlineations, additions or different terms shall be effective unless specifically agreed to in writing and signed by an authorized representative of Company. An email will not suffice as evidence of Company's written and signed acceptance of Client-made changes, edits, or additional or different terms or conditions. Client agrees that in the event Company expedites commencement of work for Client, these Terms and Conditions shall apply to all work performed by Company and Client hereby waives and releases any claim or defense contesting the applicability of these Terms and Conditions or arising from or related to Company commencing work prior to Client receipt of these Terms and Conditions. Company is an independent contractor, and all persons employed to furnish services hereunder are employees of Company or its subcontractors/subconsultants and not of the Client. Company and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

(3.) Client represents that the work performed hereunder will be used exclusively by Client and solely for Client's benefit. There are no third-party beneficiaries to this Agreement. If Client uses an agent to retain Company, Client represents that its agent has full authority to act for Client and Client assumes complete responsibility for the acts of its agent and is responsible for payment to Company for all work performed at the request of Client's agent. An agent includes a Client's attorney or third-party adjuster or administrator. In the event the assignment that is the subject matter of Company's retention becomes involved in litigation, arbitration, or any other formal dispute resolution procedure, Client hereby represents and agrees that Client shall immediately provide Company notice of such development including the style of the case, the case number, and the identity of the court or arbitration proceeding. Notice shall be provided by Client in writing via email to legal@rimkus.com.

(4.) Client may instruct Company to cease work on any assignment. The instruction by Client to cease work must be in writing and sent via e-mail to legal@rimkus.com. Company may terminate any assignment under these Terms and Conditions at any time with or without cause, including, but not limited to, the development of a material conflict of interest, judicially required participation in onerous discovery or other legal process outside the intended scope of the work, the failure of Client to pay amounts due Company in a timely manner, any individual or entity within Client Group (defined in Section 19) becoming a Restricted Person, the imposition of Sanctions Laws that prohibit or would reasonably be expected to prohibit the Company's services under the Agreement, and Client restrictions that impede or impair Company's ability to comply with generally accepted professional practices or engineering rules and regulations. These Terms and Conditions will survive any cessation of work and will continue to govern the rights and duties of Company and Client.

(5.) Company's work may involve areas or locales suffering from catastrophic weather events or man-made disasters. As such, an event of force majeure means any unforeseeable circumstance due to any cause beyond the reasonable control of Company including, without limitation, hurricane, tornado, flood, fire, governmental act or regulation, act of God, embargo, war, strike, lockout, pandemic, labor interruption, shortage of labor, serious accident, breakdown or partial failure of machinery, shortage of materials and/or means of transport or energy that occurs after the acceptance of an assignment pursuant to these Terms and Conditions and prevents the performance of all or part thereof. The occurrence of an event of force majeure shall cause temporary suspension of Company's obligations for a period equal to the period of the continuing force majeure or the consequences thereof, without any liability or compensation to Client.

(6.) Unless otherwise publicly available, Company will treat information provided by Client or on Client's behalf or otherwise learned in the course of an assignment as confidential. Company will further treat any information created, processed, derived, analyzed, or concluded in the course of an assignment on behalf of Client as confidential and will take reasonable security precautions to protect such information. Company will release information related to an assignment to others only upon Client's specific instructions or court order. To the extent possible, Company will use reasonable efforts to notify Client of any ordered production. Client acknowledges that as a registered engineering firm, Company has certain obligations under the rules and regulations governing the practice of engineering. As such, without regard to the foregoing confidentiality provisions, Company reserves the right to make any and all notifications Company deems necessary to comply with professional responsibilities.

(7.) Client agrees that Company may use Client's name as a reference for prospective clients or in professional literature (including internet or web-based materials) related to Company's capabilities. Company may use Client's name for promotional purposes, including on its web and in social media campaigns.

(8.) In order for Company to consistently maintain the quality of its services, Client agrees to promptly notify Company of any legal proceeding challenging the basis, opinion, qualifications or testimony of Company professional(s) assigned to Client's project. The notice provided by Client following the assertion of any objection, motion, or other legal proceeding in the nature of a challenge to the admissibility or basis of the expert work of Company professional shall be in writing and include the style of the case, the case number, and court in which the challenge has been asserted as well as the nature of the challenge. Company reserves the right to take all steps necessary to respond to any challenge to the professional's opinion or testimony, including interceding on the professional's behalf with written motion and briefing, and Client agrees to cooperate with Company to facilitate Company's response. In every instance, Client agrees to expeditiously provide Company, and the Company professional assigned to Client's project all information, facts, discovery materials and other records necessary for Company to perform its work in a timely and professional manner. Client agrees to pay Company's time charges, attorneys' fees, and other expenses resulting from preparation for and required attendance at depositions, trial, mediation, arbitration or administrative proceedings, and for responding to subpoenas or court orders relating to the Project.

CLIENT DUTIES

(9.) In order for Company to perform the services requested, Client shall, at no expense to Company, provide: (1) all necessary information for the orderly progression of the work; (2) designate a person to act as Client's representative with the authority to transmit instructions and information, receive instructions and information, and interpret and define Client's policies and requests for Company's services; (3) and provide access to and make all provisions for Company to enter (without cost, limitation, or burden to Company) the subject property as required to perform the work, including the use of scaffolds or similar mechanical equipment. Company is entitled to rely upon the information and services provided by the Client.

COMPENSATION AND EXPENSES

(10.) Except as otherwise expressly agreed by the parties in writing, services are provided on a time-and-expense basis in accordance with the Professional Fees Schedule. The Professional Fees Schedule also governs expenses incurred. Client may request an estimate of time or cost required for a project, but unless expressly agreed to in writing by Company to the contrary, estimates are for Client's budgeting purposes only and are based upon the information provided to Company at the time of the estimate. No cost estimate will be construed as a fixed-price quotation.

(11.) All time expended for the assignment will be billed, including but not limited to preparation, investigations, site visits, travel time (including travel to, from and between sites), Client meetings, communications with third parties, calculations, review of standards and authorities, creation or review of specifications and drawings and documents, reports, and technical reviews. In the event of early termination of a fixed fee project, Client will be responsible to pay for all services provided and all expenses incurred prior to and through such termination. Company will invoice Client for services provided and expenses incurred during each billing period, with all services invoiced at tenths of an hour and any excess rounded up. Invoices are due upon receipt. Interest on unpaid balances more than sixty days old will be charged at the rate of 6% per annum. To the extent Client disputes any portion of an invoice, all undisputed portions remain

due and payable as set forth on the invoice. In the event Client disputes any invoice, or any portion thereof, Client shall make its dispute in writing to Company setting forth the disputed matter with such particularity as to provide Company with reasonable notice of the dispute. Client shall present any such dispute to Company within forty-five (45) days of Client's receipt of the disputed invoice. Unless Client provides notice of an invoice dispute in the time frame provided herein (45 days of receipt of the disputed invoice) Client shall be deemed to have accepted the work, and released and waived any dispute or contest regarding the quality, reasonableness, and necessity of the work performed and the amounts charged on the invoice. Payment shall be made in U. S. dollars in Houston, Texas. Payments from foreign countries must be made by wire transfer in U.S. dollars as directed by Company. Without prejudice to any other available remedy, Company may withhold delivery of reports or data, either written or oral, and may suspend the performance of any further services pending the payment of all invoices. Client waives and releases Company from any and all claims, damages, or losses arising from or related to any suspension resulting from nonpayment.

(12.) Client agrees to pay for Company's services in accordance with Company's standard hourly rate schedule (see Professional Fee Schedule and Fixed Rate Expense Schedule) or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Any subcontracted service will be billed at cost plus 15 percent and invoiced as an expense service fee.

(13.) Company will use its best efforts to minimize travel costs on domestic and international trips associated with project work. Subject to availability, on flights under five hours in duration, Company will utilize economy class refundable airfare. For flights in excess of five hours, Company professionals will fly business class, if available, or first class, if not available.

EXECUTION, SCOPE OF WORK, AND SAFETY

(14.) Client assumes full and complete responsibility for all uses of the work, Company's report(s), the items stored by Company at the request of Client, and all recommendations developed under the assignment. Unless Client requests in writing a specific Company professional to perform the work requested by Client, Company, at Company's sole discretion, will assign the professional(s) who will perform Company's work. Company has no control over, is not in charge of, and is not responsible for, construction means, methods, techniques, sequences, procedures, or for construction safety precautions and programs.

(15.) The Company will perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances. The Company will perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the assignment without any express or implied warranties. ***Company hereby disclaims all warranties, whether express, implied, statutory, or other. Company makes no warranties, express or implied, regarding the outcome of any investigation. Company makes no guarantees or warranties and assumes no obligations except those expressly stated herein.***

Company represents and warrants that it is an equal opportunity employer committed to the principles of equal opportunity and non-discrimination in all business activities.

(16.) Company retains all rights, title, and interest in and to its proprietary information (along with any modifications or improvements to such information), including, but not limited to Company's know-how, methodologies, techniques, processes, tools, test fixtures, technologies, trade secrets, software, data, databases, algorithms, source code, computational engines, logic formulas, non-interface worksheets, macros, and other materials used by Company in connection with providing its services. Company's policy is to maintain a complete written file on each assignment for a period of three years from the date of the last professional services performed on the assignment. Thereafter, the complete written file will be maintained only on written instructions from Client and payment of applicable storage fees. Company retains ownership of reports, drawings, specifications, test data, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of Company. Upon request, Company will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Compensation and Expenses Section above. **ANY UNAUTHORIZED USE OF COMPANY'S WORK PRODUCT IS AT THE**

CLIENT'S SOLE RISK, AND CLIENT SHALL DEFEND, INDEMNIFY AND HOLD COMPANY HARMLESS IN THE EVENT OF ANY LOSS, CLAIM, OR DISPUTE RESULTING FROM THE UNAUTHORIZED USE OF COMPANY'S WORK PRODUCT. To the extent Company terminates its services due to nonpayment of fees by Client, Client is not entitled to use the work product of Company (including but not limited to plans, reports, specifications, testimony, drawings and any other Company produced material) for any purpose whatsoever.

(17.) When requested, Company will take possession of items that may be associated with or incidental to Company's investigation and report. Client agrees to pay all handling and storage fees as set forth herein for all items stored by Company. Client represents that any items stored by Company at the request of Client are the property of Client and Client has all right and title to such items. For all requests by Client to Company to dispose of stored items, Client represents and warrants that it has all necessary authority and permission to order such disposal, including approval from any and all entities or individuals that claim any right to, or interest in, the items. Any and all expenses, fees, costs, penalties, legal fees or other charges of any kind claimed against or incurred by Company as a result of Client's request that Company store items shall be paid by Client or reimbursed by Client to Company. **To the fullest extent permitted by law, Client assumes the entire responsibility and liability for the items, and agrees to protect, defend, indemnify and hold Company and its subsidiaries, parent companies, affiliates, officers, directors, members, agents, representatives, consultants, servants, employees, contractors, and subcontractors harmless from and against any and all claims, demands, losses, costs, liabilities, penalties, expenses, attorneys' fees, fines, judgments, litigation expenses, and causes of action of every kind and character arising from, occurring in connection with, or in any manner related to Client's representations as set forth herein concerning the items or Company's possession, storage, transport, and disposal of the items.**

(18.) Company shall not at any time: supervise, direct, control, or have authority over any Constructor's work; have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto; have authority over or be responsible for security or safety at the project site; be responsible for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Client agrees that Company is not responsible for the acts or omissions of any Constructor. Company neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work. For purposes of this Section, "Constructor" means any person or entity (not including the Company, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, truckers, and the employees, agents, and representatives of any or all of them.

(19.) Field work will be performed only under conditions deemed safe by Company personnel. Additional expenses and charges may be applicable for safety or security measures required by hazardous job conditions. Regardless of the foregoing, Client hereby agrees that Company is not responsible for the safety or security of the job site, of other persons not employed by Company, or of property not owned by Company.

SANCTIONS COMPLIANCE

(20.) Client covenants, represents, and warrants to Company that neither Client nor any of its affiliates, including any (direct or indirect) owner, officer, director, partner, employee, or agent thereof ("Client Group"), is a Restricted Person. "Restricted Person" means a person or entity that is (i) listed on, or owned or controlled by, or acting on behalf of, a person listed on any Sanctions List; (ii) located in, incorporated under the laws of, or owned or controlled by, or acting on behalf of, a person located in or organized under the laws of a country or territory that is the target of comprehensive Sanctions; or (iii) otherwise a target of Sanctions. "Sanctions" as used herein means any applicable laws, regulations or orders relating to economic, financial or trade sanctions administered, maintained, or enforced by the United States of America, the United Nations Security Council, the United Kingdom, the European Union, any Member State of the European Union, or any other jurisdiction applicable to this Agreement. "Sanctions List" as used herein means any lists of persons and entities targeted by Sanctions. Client further covenants and warrants that Client will immediately notify Company if, during the course of the Agreement, any individual or entity within Client Group becomes a Restricted Person. In the event of a breach of this Section, Company may, at its exclusive discretion, terminate any assignment and cease all services under these Terms and Conditions, with no liability and no compensation owed to Client.

ENVIRONMENTAL HAZARDS

(21.) Client acknowledges that Company's services are strictly limited to the scope of the assignment and do not include the abatement of environmental conditions, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. **THE CLIENT AGREES TO DEFEND, INDEMNIFY, AND HOLD COMPANY HARMLESS FROM ANY CLAIMS RELATING TO THE ACTUAL OR ALLEGED EXISTENCE OR DISCHARGE OF SUCH MATERIALS THROUGH NO FAULT OF COMPANY'S EMPLOYEES.** Company reserves the right to suspend its services, without liability for direct, consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials, and Company will notify the Client in such event.

INDEMNIFICATION

(22.) **TO THE FULLEST EXTENT OF THE LAW, AND TO THE EXTENT CAUSED BY CLIENT, CLIENT SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS COMPANY AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, PARENT COMPANIES, CONTRACTORS, SUBCONTRACTORS, SUBSIDIARIES, EMPLOYEES, AND CONSULTANTS ("COMPANY INDEMNITEES") FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM THE SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO CLAIMS, DAMAGES, LOSSES, AND EXPENSES RELATED TO INACCURATE INFORMATION PROVIDED BY CLIENT TO COMPANY OR RELATED TO CLIENT'S ACTS OR OMISSIONS. THIS PARAGRAPH IN NO WAY SEEKS INDEMNIFICATION FOR COMPANY INDEMNITEES' OWN NEGLIGENCE.**

LIMITATION OF LIABILITY

(23.) **THE TOTAL LIABILITY OF COMPANY AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, CONTRACTORS, AND SUBCONTRACTORS, FOR ANY CLAIMS AND CAUSES OF ACTION OF ANY KIND FOR CONDUCT OR SERVICES RELATED TO OR ARISING UNDER THIS AGREEMENT, WHETHER IN TORT OR CONTRACT, IS LIMITED TO ACTUAL DAMAGES SUSTAINED BY CLIENT AND SHALL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF PAYMENTS CLIENT MADE TO COMPANY ON THE ASSIGNMENT, AND SUCH AMOUNT IS THE SOLE, COMPLETE, AND EXCLUSIVE REMEDY OF CLIENT. FURTHER, IN NO EVENT WILL COMPANY, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, CONTRACTORS, OR SUBCONTRACTORS BE LIABLE FOR ANY (a) INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFIT OR INCOME, OR LOSS OF INVESTMENT, (b) INCIDENTAL, INDEMNIFICATION, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EXPENSES, OR COSTS, OR (c) COSTS OF SUIT, OR ATTORNEYS' FEES.**

(24.) **COMPANY HAS THE RIGHT TO OFFSET ANY DAMAGES CLAIMED BY CLIENT BY THE AMOUNT OF ANY OUTSTANDING INVOICES OWED BY CLIENT TO COMPANY. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THE CLIENT WAIVES ANY RIGHT OF CONTRIBUTION AGAINST COMPANY.**

INSURANCE

(25.) Company maintains commercial general liability, automobile, workers' compensation, and professional liability coverages under policies written by national insurance carriers. All policies are subject to annual renewal, and Company does not guarantee continued coverage beyond the individual policy term.

DISPUTE RESOLUTION

(26.) Prior to the initiation of any legal proceedings, Company and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by Company to non-binding mediation in Houston, Texas. Such mediation shall be conducted by a mediator selected by the parties and each party shall have a representative present at the mediation who is familiar with the dispute and who has full authority to resolve the matter. Such mediation shall be conducted within 30 days of the presentation of the dispute by the party asserting the claim.

SEVERABILITY

(27.) If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder will not be affected thereby, and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

SUCCESSORS

(28.) These Terms are binding upon Client and Company and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent will not be unreasonably withheld, provided that Company may assign this Agreement pursuant to a sale of the assets or stock of Company.

ENTIRE AGREEMENT

(29.) The Terms and Conditions and the Confirmation of Assignment Letter form the entire agreement between Company and Client related to the subject assignment and supersede all prior agreements and understandings, oral or written, between the parties concerning the subject assignment. No oral representations of any officer, agent, or employee of Company or Client, either before or after acceptance of this Agreement, can affect or modify any obligation of either party hereunder. Client agrees that it has not relied on or been induced to enter into this Agreement by any representations, statements, or warranties of Company or any officer, agent, or employee of Company, other than those expressly stated herein. Unless specifically agreed to in writing and signed by an authorized representative of Company, any additional or different terms proposed by Client in any purchase order, request for quotation, acknowledgement, or other document are hereby deemed to be material alterations and notice of objection to them is hereby given. The parties intend to avoid a battle of pre-printed forms with the use of this Agreement as the controlling Agreement, to the exclusion of all others. Company's contractual engagement with Client is expressly made conditional on Client's assent to the terms and conditions contained in this Agreement.

(30.) Any dispute or other proceeding arising out of or relating to these Terms and Conditions or their subject matter or formation (including non-contractual disputes or claims) shall be exclusively adjudicated by a Texas state court of competent jurisdiction in Montgomery County, Texas, and the parties hereby irrevocably consent and submit to the personal jurisdiction of the State of Texas and waive all objections and defenses to personal jurisdiction in said courts and venue in Montgomery County, Texas. These Terms and Conditions are governed by the laws of the State of Texas, and all claims relating to or arising out of this Contract, whether sounding in contract, tort, or otherwise, shall be governed by the laws of the State of Texas. The laws of the State of Texas shall apply without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). In any suit between Client and Company arising from or related to the subject assignment wherein Company is the prevailing party, Company shall be entitled to recover its reasonable attorneys' fees, expenses, and costs from Client.



PROFESSIONAL FEES SCHEDULE
Effective October 1, 2025 (rev 2C)

1. Professional Fees.

The professional staff of Company is highly qualified in their respective fields of expertise. We charge for services provided according to the skill level required by the assignment. Work performed on a time and expense basis will be charged in accordance with the schedule shown below. Work performed on any fixed price contracts will be charged at the agreed fixed amount. Any work that is in addition to the original agreed upon scope of work under fixed price contracts will be charged in accordance with the schedule listed below:

Officer	\$390.00 per hour
Director	\$350.00 per hour
Operations Manager/District Manager	\$330.00 per hour
Practice Leader	\$320.00 per hour
Principal Consultant/Associate Director	\$280.00 per hour
Senior Consultant.....	\$250.00 per hour
Consultant.....	\$205.00 per hour
Senior Technician	\$195.00 per hour
Associate Consultant/Associate 1	\$170.00 per hour
Associate II	\$155.00 per hour
Associate III	\$140.00 per hour
Technician	\$140.00 per hour
Associate Technician	\$105.00 per hour
Senior CAD Technician	\$140.00 per hour
CAD Technician	\$105.00 per hour
Project Assistant	\$100.00 per hour
Administrative Assistant/Clerical.....	\$100.00 per hour

Rates for professional consulting services, report preparation, depositions, and court appearances are:

Officer / Director	\$ 340-715 per hour
District Manager / Practice Leader / Associate Director / Principal Consultant.....	\$ 330-655 per hour
Senior Consultant / Senior Fire Consultant.....	\$ 285-550 per hour
Consultant / Fire Consultant.....	\$ 275-525 per hour
Associate Consultant / Graphic Artist / Senior Technician	\$ 250-440 per hour
Technician	\$ 220-340 per hour
Project Assistant	\$ 190-230 per hour
Administrative Assistant	\$ 150-200 per hour
Specialized Consulting Services	quoted

- At the discretion of Company, a retainer may be required in advance of or during the performance of any services. Such retainer payments will be credited to Client's account. My unused portion of the retainer following the final invoice by Company will be refunded.
- When third-party laboratory work, equipment usage, materials purchasing or testing services are required, a 15% handling charge will be assessed.
- Notwithstanding anything in this Agreement to the contrary, Company, in its sole discretion, reserves the right to change or adjust this Professional Fees Schedule at any time and without notice. Client agrees to be bound by any change or adjustment to the Professional Fees Schedule.
- Payment of taxes such as sales and use tax, gross receipts tax or mandatory taxes of any kind required to be collected or withheld from payments to Company are the responsibility of Client.
- To aid in provision of services, Company personnel may use Company's technical equipment, laboratory testing, and/or technical software. Company charges a usage expense for the foregoing.
- Expenses for personal vehicle use on assignments will be charged at \$0.90 per mile. All other travel expenses, including tolls and incidentals, are charged at cost.
- Company will charge a subpoena processing fee of \$500 for each subpoena received by Company or its employees concerning an assignment.
- If requested, we will provide storage of items at a fee as listed below. Moving and disposal costs of stored items will be paid by Client. Costs of personnel to assist in the viewing and testing of stored items will be billed to Client.

	Item Handling Fee.	\$300.00
	*Item Storage	
Small	• Items Smaller than .25 Cubic Foot Volume	\$75.00/Month*
Medium	• Items Greater than .25 Cubic Foot Volume but less than 1.5 Cubic Foot Volume	\$225.00/Month*
Large	• Items Greater than 1.5 Cubic Foot Volume	\$325.00/Month*
Special	• Extra Large/Special Handling (Larger Than 500 Cubic Foot Volume or More Than 1,000 Pounds)	To Be Quoted*
	Disposal of Items	Cost + 15%
	* Billed Quarterly	