



Agenda

ADVISORY TO THE PUBLIC:

Pursuant to Chapter 20 of the Acts of 2021 and extended by Chapters 22 and 107 of the Acts of 2022, this Jones Library Board of Trustees meeting will be conducted via remote means. Members of the public who wish to access the meeting may do so via Zoom or by telephone. No in-person attendance of members of the public will be permitted, but every effort will be made to ensure that the public can adequately access the proceedings in real time, via technological means.

You are invited to a Zoom webinar.

When: Aug 11, 2023 09:00 AM Eastern Time (US and Canada)

Topic: The Jones Library, Inc. Board of Trustees

Please click the link below to join the webinar:

<https://amherstma.zoom.us/j/82286626292>

Or One tap mobile :

+16468769923,,82286626292# US (New York)

+16469313860,,82286626292# US

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 646 876 9923 US (New York)

Webinar ID: 822 8662 6292

International numbers available: <https://amherstma.zoom.us/u/k0oUouD3I>

1. Call to Order/Attendance.
2. Public Comment.
3. Committee Reports/Questions for Committees.
 - a. Development (Edwards). *
(Epsilon Proposal)
4. Adjourn.

Proposed Motion

I. Personnel, Planning, and Policy Committee Motion (proposed):

MOTION: To approve Epsilon's proposal dated August 2, 2023 in the amount of \$6,500 for the preparation of a Massachusetts Historical Commission Project Notification Form, to be paid for by the Capital Campaign.

* Indicates Handout(s) May be Made Available.

RED Indicates Vote Required.



August 2, 2023

Sharon Sharry via email: sharrys@joneslibrary.org
Library Director
The Jones Library, Inc.
43 Amity Street
Amherst, MA 01002

**Subject: Jones Library, Amherst
Contract Amendment - MHC Project Notification Form**

Dear Sharon:

Epsilon Associates, Inc. is pleased to submit this proposal for the preparation of a Massachusetts Historical Commission (MHC) Project Notification Form (PNF) for the planned rehabilitation and expansion of the Jones Library ("the Project") located at 43 Amity Street in Amherst, Massachusetts.

1.0 UNDERSTANDING OF THE PROJECT

Epsilon understands that the Project will include the substantial rehabilitation of the Library building, the removal of the 1993 rear addition and the construction of new rear addition for continued use as a public library.

Constructed in 1928, the original Colonial Revival library was designed by Allen H. Cox of the Boston firm Putnam and Cox. The three-story stone building extends to a gambrel roof with dormer windows. The five-bay wide symmetrical façade is anchored by two stone chimneys and is capped by a wood cornice with modillion brick. In 1993, a two-story addition was constructed on the west and north elevations creating a square plan with a glazed atrium in the center of the building. The library is located within the Amherst Central Business District, which was listed in the National Register of Historic Places in 1991.

Epsilon understands that the Jones Library plans to utilize federal grant funding provided by the National Endowment for the Humanities (NEH) and the Department of Housing and Urban Development (HUD), as well as the Massachusetts Board of Library Commissioners (MBLC). Other state or federal licenses and permits associated with the construction of the Project may also be required.

Projects requiring state licenses, permits or approvals, or utilizing state funding, such as the MBLC, are subject to review by the MHC in accordance with Massachusetts General Laws Chapter 9, subsection 26-27C, as amended by the Chapter 254 of the Acts of 1988 (950 CMR 71.00). Projects

utilizing federal funding, such as NEH and HUD grants, are subject to MHC review through Section 106 of the National Historic Preservation Act (36 CFR 800).

MHC review is typically initiated with the filing of a PNF. PNFs are intended to provide MHC with an understanding of the proposed project; identify required licenses, permits, approvals and funding sources; and identify historic and archaeological resources that may be potentially impacted by the proposed project.

2.0 SCOPE OF WORK

Under a contract dated June 23, 2022, Epsilon's services include preparing Massachusetts Historic Rehabilitation Tax Credit (MHRTC) Part 1, 2, and 3 applications and three MHRTC reapplications (Parts 1 and 2 refiles) for the Project. Epsilon has to date prepared and submitted initial Part 1 and 2 MHRTC applications for the Project. The applications were submitted to the MHC on May 1, 2023.

To assist the Jones Library in its compliance with Section 106 and Chapter 254 reviews, Epsilon's additional scope of work will now include preparation of an MHC PNF to initiate the project review. The PNF will include a project description, supported with existing and proposed architectural plans. The PNF will also include existing condition site photographs, identify historic resources within the project's vicinity and provide an assessment of the potential project-related impacts to significant historic and archaeological resources.

Four hard copies of the PNF will be produced, one each for MHC, the Jones Library, and Epsilon. The fourth copy will be provided to the Amherst Historical Commission (AHC), as it is customary to provide the AHC with copies of PNFs for projects in Amherst. An electronic copy of the PNF will also be produced.

Should the MHC issue an "adverse effect" finding for the Project, Epsilon will furnish a separate proposal to address adverse effects and the preparation of Memorandum of Agreement (MOA) to identify appropriate measures to mitigate project-related impacts. In the event that MHC determines that an archaeological investigation is warranted due to potential ground disturbing activities, Epsilon will work with a professional archaeological consultant to provide a separate proposal for these additional services.

3.0 COST ESTIMATE

The previously contracted cost for Epsilon's services is \$27,850. We request authorization of an additional \$6,500 for the preparation of the MHC PNF. Actual costs will be invoiced monthly in accordance with Epsilon's 2023 Standard Consulting Rates and Terms (attached). The work will be undertaken in accordance with Epsilon's Standard Consulting Agreement, a copy of which is attached and made a part of this agreement.

4.0 SCHEDULE

Epsilon is prepared to begin work on the PNF upon receipt of a written notice to proceed. It is estimated that a draft of the PNF will be available for review within two weeks of receipt of project information and other materials as well as access to the site, as needed.

If this proposal is acceptable, please sign below and return an executed copy to my attention as authorization to proceed. If you have any questions, please do not hesitate to contact me at (978) 461-6259.

Sincerely,
EPSILON ASSOCIATES, INC



Douglas J. Kelleher
Principal

Accepted By:
THE JONES LIBRARY, INC.

Name

Title

Date

- 1. Work to be Performed:** EPSILON ASSOCIATES (Epsilon) will perform the services set forth in the proposal, and such additional services as Epsilon and the Client may jointly agree in writing (collectively, the “Services”). The costs for such Services will be computed and invoiced monthly in accordance with Epsilon’s Standard Consulting Rates in effect at the time the Services are performed. If the Client fails to make payment when due, Epsilon may, upon seven days written notice to the Client, suspend performance of services under this Agreement.
- 2. Changes:** Epsilon’s estimated cost and proposed schedule are based on Epsilon’s best judgment of the requirements known at the time of the proposal. Successful completion within cost and schedule limits can be influenced by changes in the scope of services and schedule as dictated by Client needs and by presently unforeseen circumstances. Epsilon will notify the Client in advance if schedule or cost is expected to exceed the estimate. In such event, the Client may wish to (i) authorize additional funds to complete the services as originally defined, (ii) redefine the scope of services in order to fit the remaining funds, or (iii) request that services be stopped at the specific expenditure level.
- 3. Standard of Care:** Epsilon represents that it will perform its Services in accordance with the standards of care and diligence normally practiced by professional consulting firms performing Services of a similar nature in the same locale. It is understood that Epsilon makes no warranty, either expressed or implied, as to its findings, designs, recommendations, specifications, or professional advice or opinion.
- 4. Independent Status:** Epsilon will serve as an independent consultant to Client and not its agent or employee. It is understood that Epsilon may retain subconsultants to perform specialized Services. Should it be determined appropriate or necessary to rely on a subconsultant for other purposes, Epsilon will obtain the written confirmation from Client.
- 5. Assignment:** Client will not delegate, assign, or transfer any interest in this Agreement without the written consent of Epsilon.
- 6. Delays:** Epsilon will perform its professional services in a manner consistent with sound professional practices. Epsilon is not responsible for delays caused by factors beyond its reasonable control, including but not limited to delays because of strikes, lockouts, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of Epsilon’s services or work product promptly, or delays caused by faulty performance by the Client or its other consultants. When such delays beyond Epsilon’s reasonable control occur, the Client agrees Epsilon is not responsible for damages, nor shall Epsilon be deemed to be in default of this Agreement.
- 7. Insurance:** During the period that services are performed under this Agreement, Epsilon will maintain the following insurance: (1) Workers Compensation coverage in accordance with the laws of the Commonwealth of Massachusetts; (2) Commercial General Liability with a limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate; (3) Non-owned and Hired Automobile Liability coverage with a combined single limit of \$1,000,000 and (4) Professional Liability coverage with a \$2,000,000 aggregate limit (claims made basis). Client agrees that Epsilon will not be liable for any loss, damage or liability arising out of this Agreement beyond the limits of available insurance coverage.

8. **Indemnification:** Client will indemnify and hold harmless Epsilon, its employees, officers, directors, and subconsultants from and against all claims and actions, including reasonable attorney fees, arising out of or related to damages or injuries to persons or property related or connected to acts of the Client or any of its employees, officers, directors, subconsultants or agents.
9. **Hazardous Substances/Hazardous Waste:** Client acknowledges that Epsilon has no responsibility as a generator, treater, storer, transporter, arranger, or disposer of hazardous or toxic substances that may be found or identified at the site; or that may be directly or indirectly generated by the Client or others; or that were on the site prior to Epsilon's Services provided in accordance with this Agreement.

Accordingly, the Client will indemnify and hold harmless Epsilon, its officers and employees from and against all claims and actions, including reasonable attorneys' fees, arising out of hazardous substances/hazardous waste issues related to this Agreement.

10. **Invoicing:** Project costs will be invoiced monthly in Epsilon Associates' standard format. Costs for sub-consultants, analytical laboratories, travel, equipment rentals, offset printing, large format plots, color printing, large volume report production, couriers, overnight delivery and other necessary project expenses will be billed at actual cost plus 10%. A communications charge equal to 3% of labor billings will be added to each invoice to cover the costs of routine copying, postage, telephone charges, and normal supplies. Terms are net 30 days from the date of invoice issuance. An interest charge of 12% per annum will be added to all delinquent bills. For delinquent accounts, no complete or partial work product will be released to the client or submitted to regulatory agencies on the client's behalf. Further, Epsilon reserves the right to stop work on any delinquent account; subject to written or electronic notice and a three-day grace period. Epsilon will have no liability to the client for any direct or indirect damages which may result from the work stoppage.
11. **Termination:** Either party may terminate the Services with or without cause upon 10 days' advance written notice. Irrespective of which party shall effect termination, the Client shall within 30 calendar days of termination, pay Epsilon for services rendered and all costs incurred up to the time of termination, as well as those costs associated with the termination itself, in accordance with Epsilon's then-prevailing Standard Consulting Rates.
12. **Disputes:** Excepting legal actions brought by Epsilon to collect overdue payments, any and all controversy or claim arising out of or related to this Agreement, or breach thereof, not settled directly by the parties, shall be settled by binding arbitration in accordance with the then-current commercial arbitration rules of the American Arbitration Association. Client and Epsilon will each bear its own costs of the arbitration proceeding including attorney fees.
13. **Ownership of Documents:** Client acknowledges that Epsilon's reports, field data, field notes, calculations, estimates, and other similar documents ("Records") are instruments of professional service, not products. Epsilon shall retain for its professional use a copy of all data generated, prepared, or furnished to Client. Epsilon will retain these Records for a period of 3 years following completion of services. During this time, Epsilon will reasonably make available the Records to the Client. Epsilon may charge a reasonable fee for retrieving, and/or copying such Records.

Client will not use any of Epsilon's data, documents, or reports for any purpose other than its original purpose as defined by the Agreement. Client has no rights to incomplete or partial data.

- 14. Reuse of Project Documents:** All documentation furnished to the Client is intended for the benefit of the Client and is not intended or represented to be suitable for reuse by the Client or others. Any reuse without the specific written consent of Epsilon will be at user's sole risk and without liability and legal exposure to Epsilon. Client agrees to indemnify and hold Epsilon harmless from any and all liabilities, losses, costs, or expenses suffered by Epsilon in connection with Client's unauthorized reuse of project documents.
- 15. Entire Agreement, Modifications, Headings, Severability:** The parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, agreements, and understandings, whether verbal or written, between the parties with respect to its subject matter. If any element of this Agreement is later held to violate the law or a regulation, or whose insurability cannot be confirmed by Epsilon, it shall be deemed void, and all remaining provisions shall continue in force. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.
- 16. Solicitation and Hiring Restrictions:** Unless otherwise agreed by Epsilon, Client, during the period in which Epsilon provides services to the Client and for one (1) year thereafter (the "Non-Solicitation Period") will not solicit for hire or hire any individual serving as a director, officer, employee, company, contractor or agent of Epsilon during the Non-Solicitation Period. Client also agrees that, during the Non-Solicitation Period, it shall not encourage any person to terminate his or her employment, contracting or consulting relationship with Epsilon. The Client acknowledges and recognizes that the conduct prohibited by this section is narrow and reasonable in relation to the protection of the Epsilon's legitimate business interests and confidential and proprietary business information, some of which will be shared with the Client with the understanding that such information must be maintained in confidence. The Client further acknowledges that the time period of the provisions of this section is reasonable, legitimate and fair to the Client in light of Epsilon's interests.

Charges for services performed by EPSILON ASSOCIATES, Inc. will be billed at the hourly rates in effect at the time the services are performed. Standard consulting rates for 2023¹ are listed below:

Managing Principal	\$300 per hour
Principal	\$285 per hour
Associate I, Senior Consultant I	\$275 per hour
Associate II, Senior Consultant II	\$265 per hour
Associate III, Senior Consultant III	\$250 per hour
Associate IV, Senior Consultant IV	\$235 per hour
Senior Consultant V; Senior Engineer, Scientist, Planner I	\$225 per hour
Senior Engineer, Scientist, or Planner II	\$215 per hour
Senior Engineer, Scientist, or Planner III	\$200 per hour
Senior Engineer, Scientist or Planner IV, Project Engineer, Scientist, or Planner I	\$190 per hour
Project Engineer, Scientist or Planner II	\$180 per hour
Project Engineer, Scientist or Planner III	\$165 per hour
Project Engineer, Scientist, or Planner IV, Staff Engineer, Scientist or Planner I	\$155 per hour
Staff Engineer, Scientist, or Planner II, Admin I	\$145 per hour
Staff Engineer, Scientist, or Planner III, Admin II	\$125 per hour
Admin III	\$100 per hour
Admin IV	\$90 per hour
Admin V	\$70 per hour

Expert testimony which is required as part of a broader consulting assignment will be billed at standard rates. Assignments which are essentially limited in scope to expert testimony and the attendant preparation, will be billed at 150% of the standard rates.

Expenses

- ◆ Costs for sub-consultants, analytical laboratories, travel, equipment rentals, offset printing, large format plots, color printing, large volume report production, couriers, overnight delivery and other necessary project expenses will be billed at actual cost plus 10%.
- ◆ A communications charge equal to 3% of labor billings will be added to each invoice to cover the costs of routine copying, postage, telephone charges, and normal supplies.

Invoicing

- ◆ Project costs will be invoiced monthly in Epsilon Associates' standard format. Terms are net 30 days from the date of invoice issuance. An interest charge of 12% per annum will be added to all delinquent bills. For delinquent accounts, no complete or partial work product will be released to the client or submitted to regulatory agencies on the client's behalf. Further, Epsilon reserves the right to stop work on any delinquent account; subject to written or electronic notice and a three day grace period. Epsilon will have no liability to the client for any direct or indirect damages which may result from the work stoppage.

¹ These billing rates are effective August 1, 2023.



June 23, 2022

PRINCIPALS

Theodore A Barten, PE
Margaret B Briggs
Dale T Raczynski, PE
Cindy Schlessinger
Lester B Smith, Jr
Robert D O'Neal, CCM, INCE
Michael D Howard, PWS
Douglas J Kelleher
AJ Jablonowski, PE
Stephen H Slocomb, PE
David E Hewett, LEED AP
Dwight R Dunk, LPD
David C Klinch, PWS, PMP
Maria B Hartnett
Richard M Lampeter, INCE
Geoff Starsiak, LEED AP BD+C
Marc Bergeron, PWS, CWS

Sharon Sharry
Library Director
The Jones Library, Inc.
43 Amity Street
Amherst, MA 01002

via email: sharrys@joneslibrary.org

**Subject: Jones Library, Amherst
Historic Tax Credit Consulting Services**

Dear Sharon:

Epsilon Associates, Inc. is pleased to submit this proposal for historic tax credit consulting services for the planned rehabilitation and expansion of the Jones Library ("the Project") located at 43 Amity Street in Amherst, Massachusetts.

1.0 UNDERSTANDING OF THE PROJECT

Epsilon understands that the Project will include the substantial rehabilitation of the Library building, the removal of the 1993 rear addition and the construction of new rear addition for continued use as a library.

Constructed in 1928, the original Colonial Revival library was designed by Allen H. Cox of the Boston firm Putnam and Cox. The three-story stone building extends to a gambrel roof with dormer windows. The five-bay wide symmetrical façade is anchored by two stone chimneys and is capped by a wood cornice with modillion brick. In 1993, a two-story addition was constructed on the west and north elevations creating a square plan with a glazed atrium in the center of the building.

The library is located within the Amherst Central Business District (ACBD), which was listed in the National Register of Historic Places in 1991.

We understand the Trustee's interest in pursuing state historic rehabilitation tax credits to assist in the financing of the Project. The following provides information about the state historic tax credit program, and our proposed scope of work for the preparation of the necessary historic tax credit applications.

ASSOCIATES

Alyssa Jacobs, PWS
Holly Carlson Johnston
Brian Lever

3 Mill & Main Place, Suite 250
Maynard, MA 01754
www.epsilonassociates.com

978 897 7100
FAX 978 897 0099

Agreement, a copy of which is attached and made a part of this agreement. The table below provides cost estimates for the proposed work:

Task	Cost
Task 1: Massachusetts Historic Rehabilitation Tax Credits	
Part 1 MHRTC application	\$3,500
Part 2 MHRTC application	\$12,500
Three (3) MHRTC Re-application (Parts 1 and 2 re-files)	\$3,600
Part 3 MHRTC application	\$5,500
Task 1 Total	\$25,100
Labor Subtotal	\$25,100
Other Direct Costs*	\$2,750
Total	\$27,850

Sharon Sharry
The Jones Library, Inc.
June 23, 2022

If this proposal is acceptable, please sign below and return an executed copy to my attention as authorization to proceed. If you have any questions, please do not hesitate to contact me at (978) 461-6259.

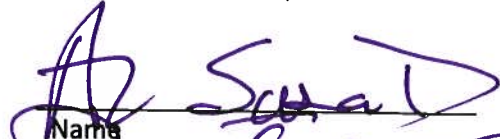
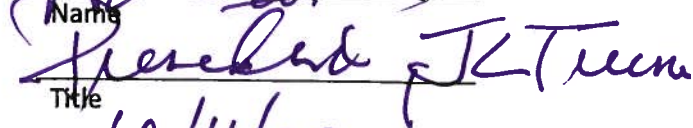
We look forward to working with you on this exciting project.

Sincerely,
EPSILON ASSOCIATES, INC



Douglas J. Kelleher
Principal

Accepted By:
THE JONES LIBRARY, INC.


Name

Title
10/4/22
Date

1. **Work to be Performed:** EPSILON ASSOCIATES (Epsilon) will perform the services set forth in the proposal, and such additional services as Epsilon and the Client may jointly agree in writing (collectively, the "Services"). The costs for such Services will be computed and invoiced monthly in accordance with Epsilon's Standard Consulting Rates in effect at the time the Services are performed. If the Client fails to make payment when due, Epsilon may, upon seven days written notice to the Client, suspend performance of services under this Agreement.
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4. **Independent Status:** Epsilon will serve as an independent consultant to Client and not its agent or employee. It is understood that Epsilon may retain subconsultants to perform specialized Services. Should it be determined appropriate or necessary to rely on a subconsultant for other purposes, Epsilon will obtain the written confirmation from Client.
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7. **Insurance:** During the period that services are performed under this Agreement, Epsilon will maintain the following insurance: (1) Workers Compensation coverage in accordance with the laws of the Commonwealth of Massachusetts; (2) Commercial General Liability with a limit of \$1,000,000 per occurrence and a \$2,000,000 general aggregate; (3) Non-owned and Hired Automobile Liability coverage with a combined single limit of \$1,000,000 and (4) Professional Liability coverage with a \$2,000,000 aggregate limit (claims made basis). Client agrees that Epsilon will not be liable for any loss, damage or liability arising out of this Agreement beyond the limits of available insurance coverage.

8. **Indemnification:** Client will indemnify and hold harmless Epsilon, its employees, officers, directors, and subconsultants from and against all claims and actions, including reasonable attorney fees, arising out of or related to damages or injuries to persons or property related or connected to acts of the Client or any of its employees, officers, directors, subconsultants or agents.
9. **Hazardous Substances/Hazardous Waste:** Client acknowledges that Epsilon has no responsibility as a generator, treater, storer, transporter, arranger, or disposer of hazardous or toxic substances that may be found or identified at the site; or that may be directly or indirectly generated by the Client or others; or that were on the site prior to Epsilon's Services provided in accordance with this Agreement.

Accordingly, the Client will indemnify and hold harmless Epsilon, its officers and employees from and against all claims and actions, including reasonable attorneys' fees, arising out of hazardous substances/hazardous waste issues related to this Agreement.

10. **Invoicing:** Project costs will be invoiced monthly in Epsilon Associates' standard format. Costs for sub-consultants, analytical laboratories, travel, equipment rentals, offset printing, large format plots, color printing, large volume report production, couriers, overnight delivery and other necessary project expenses will be billed at actual cost plus 10%. A communications charge equal to 3% of labor billings will be added to each invoice to cover the costs of routine copying, postage, telephone charges, and normal supplies. Terms are net 30 days from the date of invoice issuance. An interest charge of 12% per annum will be added to all delinquent bills. For delinquent accounts, no complete or partial work product will be released to the client or submitted to regulatory agencies on the client's behalf. Further, Epsilon reserves the right to stop work on any delinquent account; subject to written or electronic notice and a three-day grace period. Epsilon will have no liability to the client for any direct or indirect damages which may result from the work stoppage.
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12. **Disputes:** Excepting legal actions brought by Epsilon to collect overdue payments, any and all controversy or claim arising out of or related to this Agreement, or breach thereof, not settled directly by the parties, shall be settled by binding arbitration in accordance with the then-current commercial arbitration rules of the American Arbitration Association. Client and Epsilon will each bear its own costs of the arbitration proceeding including attorney fees.
13. **Ownership of Documents:** Client acknowledges that Epsilon's reports, field data, field notes, calculations, estimates, and other similar documents ("Records") are instruments of professional service, not products. Epsilon shall retain for its professional use a copy of all data generated, prepared, or furnished to Client. Epsilon will retain these Records for a period of 3 years following completion of services. During this time, Epsilon will reasonably make available the Records to the Client. Epsilon may charge a reasonable fee for retrieving, and/or copying such Records.

Client will not use any of Epsilon's data, documents, or reports for any purpose other than its original purpose as defined by the Agreement. Client has no rights to incomplete or partial data.

14. **Reuse of Project Documents:** All documentation furnished to the Client is intended for the benefit of the Client and is not intended or represented to be suitable for reuse by the Client or others. Any reuse without the specific written consent of Epsilon will be at user's sole risk and without liability and legal exposure to Epsilon. Client agrees to indemnify and hold Epsilon harmless from any and all liabilities, losses, costs, or expenses suffered by Epsilon in connection with Client's unauthorized reuse of project documents.
15. **Entire Agreement, Modifications, Headings, Severability:** The parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, agreements, and understandings, whether verbal or written, between the parties with respect to its subject matter. If any element of this Agreement is later held to violate the law or a regulation, or whose insurability cannot be confirmed by Epsilon, it shall be deemed void, and all remaining provisions shall continue in force. This Agreement shall be governed by the law of the Commonwealth of Massachusetts.
16. **Solicitation and Hiring Restrictions:** Unless otherwise agreed by Epsilon, Client, during the period in which Epsilon provides services to the Client and for one (1) year thereafter (the "Non-Solicitation Period") will not solicit for hire or hire any individual serving as a director, officer, employee, company, contractor or agent of Epsilon during the Non-Solicitation Period. Client also agrees that, during the Non-Solicitation Period, it shall not encourage any person to terminate his or her employment, contracting or consulting relationship with Epsilon. The Client acknowledges and recognizes that the conduct prohibited by this section is narrow and reasonable in relation to the protection of the Epsilon's legitimate business interests and confidential and proprietary business information, some of which will be shared with the Client with the understanding that such information must be maintained in confidence. The Client further acknowledges that the time period of the provisions of this section is reasonable, legitimate and fair to the Client in light of Epsilon's interests.

Charges for services performed by EPSILON ASSOCIATES, Inc. will be billed at the hourly rates in effect at the time the services are performed. Standard consulting rates for 2022 are listed below:

Managing Principal	\$285 per hour
Principal	\$270 per hour
Associate I, Senior Consultant I	\$250 per hour
Associate II, Senior Consultant II	\$235 per hour
Associate III, Senior Consultant III	\$220 per hour
Senior Consultant IV; Senior Engineer, Scientist, Planner I	\$210 per hour
Senior Engineer, Scientist, or Planner II	\$200 per hour
Senior Engineer, Scientist, or Planner III	\$185 per hour
Senior Engineer, Scientist or Planner IV, Project Engineer, Scientist, or Planner I	\$175 per hour
Project Engineer, Scientist or Planner II	\$165 per hour
Project Engineer, Scientist or Planner III	\$150 per hour
Project Engineer, Scientist, or Planner IV, Staff Engineer, Scientist or Planner I,	\$140 per hour
Staff Engineer, Scientist, or Planner II, Admin I	\$130 per hour
Staff Engineer, Scientist, or Planner III, Admin II	\$110 per hour
Admin III	\$90 per hour
Admin IV	\$75 per hour
Admin V	\$55 per hour

Expert testimony which is required as part of a broader consulting assignment will be billed at standard rates. Assignments which are essentially limited in scope to expert testimony and the attendant preparation, will be billed at 150% of the standard rates.

Expenses

- ♦ Costs for sub-consultants, analytical laboratories, travel, equipment rentals, offset printing, large format plots, color printing, large volume report production, couriers, overnight delivery and other necessary project expenses will be billed at actual cost plus 10%.
- ♦ A communications charge equal to 3% of labor billings will be added to each invoice to cover the costs of routine copying, postage, telephone charges, and normal supplies.

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