



VIA EMAIL: koolish@ dickkoolish.com, greg@outofthewoodsconstruction.com

November 3, 2025

Richard Koolish
212 Park Avenue
Arlington, MA 02476

**Re: 212 Park Avenue
Arlington, Massachusetts**

Dear Mr. Koolish:

We are pleased to submit this proposal for land surveying services relative to the above-referenced project. Meridian Associates, Inc., "MAI", proposes to provide to Richard Koolish, "the Client", the following specific services:

PROJECT OBJECTIVE: Preparation of a Plot Plan for Client's use for submittal to Arlington Building Department.

SCOPE OF SERVICES:

1.0 LAND SURVEYING SERVICES:

- 1.1 Conduct research via the internet on the Town of Arlington's Assessor's database to obtain deed references for the subject property and direct abutters. Perform title research at the Middlesex South District Registry of Deeds to obtain current deeds/titles and plans of record for the subject property and direct abutters.
- 1.2 Conduct a field survey to locate the existing dwelling, accessory structures and survey monuments and evidence of boundary lines sufficient for establishing the boundary based upon the current deed and plan of record.
- 1.3 Reduce and consolidate data obtained in Items 1.1 through 1.2. The right of way lines and property lines will be derived from current deeds and plans of record. **(Should any anomalies become apparent with the compilation of boundary lines, MAI will contact the Client to discuss a resolution.)**

Meridian Associates, Inc. is not conducting a boundary retracement survey.

- 1.4 Prepare a Plot Plan of Land depicting the information obtained in Items 1.1 through 1.3. Offsets from existing structures to the nearest property lines will be shown. The plan will be drafted at a suitable scale to be plotted on an 11"x17" sheet and plotted in PDF format suitable for submission to the Town of Arlington's Building Department.
- 1.5 Provide the Client with electronic copy (PDF) and three (3) signed copies, if requested.



Meridian Associates, Inc. proposes to begin the services identified above upon receipt of a retainer and written authorization to proceed. The services described in Item 1.1 through Item 1.5 are anticipated to be substantially complete within two (2) to three (3) weeks' time. The estimated time to complete the services is subject to change due to unforeseen circumstances or inclement weather, or other influences that are outside of MAI's control.

We have estimated a budget of approximately **THREE THOUSAND NINE HUNDRED (\$3,900) DOLLARS**, exclusive of direct expenses, for the scope of services. The Client will compensate MAI based on the actual cost to provide the services, which may exceed this amount

A RETAINER IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED (\$1,500) DOLLARS (TO BE APPLIED AGAINST LAST INVOICE) WILL BE REQUIRED FOR MAI TO COMMENCE WORK. THE RETAINER MAY BE PAID BY CREDIT CARD THROUGH OUR WEBSITE PORTAL.

These services will be provided on an hourly basis plus expenses consistent with MAI's Standard Rate Schedule. MAI will inform the Client as soon as possible if it becomes necessary to exceed the budget to perform the scope of services described above.

Payment is due upon receipt of invoices. Final payment is due upon completion of the scope of services. Failure to promptly make payment on invoices will be cause for MAI to terminate services.

MAI may provide, at the request of the Client, additional services such as but not limited to:

- Preparation of plans for submittal to any other municipal department other than the Building Department;
- Lot staking survey;
- Construction phase services;
- Certified foundation plot plan;
- any services not specifically stated in the scope of services.

The following Terms and Conditions are part of this proposal.

This proposal is only valid for forty-five (45) calendar days from the date of the proposal.

CONDITIONS OF ENGAGEMENT

Conditions of engagement are described in the attached Terms and Conditions for Professional Services which together with this fully executed proposal will comprise a binding contract between Client and MAI. Our instruments of service will be prepared on your behalf and for your exclusive use.



ACCEPTANCE

Please execute this proposal by electronically signing and emailing back to our office, or print, sign and return a copy to our office with an original signature for our records. The executed proposal and retainer must be received prior to commencement of services. The retainer may be paid with a credit card through our web site portal or by mailing a check to our office. Thank you for the opportunity to provide these services. We look forward to working with you.

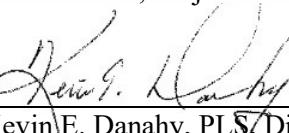
Sincerely,

MERIDIAN ASSOCIATES, INC.



Nikola Sands, Project Manager

Authorized Signature



Kevin E. Danahy, PLS, Director of Survey

Authorized Signature

ACCEPTED BY CLIENT:

Client Firm Name _____

Authorized Signature

Name/Title

Date

Please provide an email address for billing purposes. _____

Please provide the name and email address of your Accounts Payable person (if not signatory)

Please provide the date needed to be billed by to include in your billing cycle. _____

ATTACHMENTS

Terms and Conditions for Professional Services



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Client: Richard Koolish
Project: 212 Park Avenue, MA

These Terms and Conditions, together with any proposals prepared by Meridian Associates, Inc. ("MAI"), constitute a binding contract between Client and MAI with respect to the above-referenced Project (the "Agreement"). The Client and MAI may each be referred to as a "Party" and collectively as the "Parties". These terms and conditions are an integral part of the agreement between Client and MAI and shall supersede all terms or conditions proposed by Client.

- 1. Services to be Provided; Schedule.** MAI agrees to provide Client with the services described in the proposal and any amendments or changes orders agreed to in writing by the Parties in accordance with these terms and conditions. MAI shall perform its services in accordance with the schedule described in the Proposal.
- 2. Fee for Services.** The budget for hourly rate services is only an estimate. It is not a limit. The Client agrees that this hourly rate agreement is for any and all efforts to complete the scope of work which may in the normal course of the services result in an effort greater than projected by the estimate.
- 3. Additional Services.** Additional services may be requested by the Client or the Client's agents and shall be invoiced in accordance with the Standard Rate Schedule. No modification, amendment or waiver of any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed by the party affected thereby.
- 4. Billing and Payment.** The Client agrees to pay MAI in accordance with the rates and charges based on MAI's Standard Rate Schedule unless identified as a Fixed Price. Hourly rates may be subject to periodic changes. Invoices for MAI's services, in MAI's standard format, will be submitted either upon completion of such services or on a monthly basis whichever is less. All invoices shall be due and payable upon receipt. The Client acknowledges and agrees that in the event payment is not made in full within 30 days from the date of invoice, the balance shall bear interest at 18% annually (1.5% monthly). It is further understood and agreed that if Client fails to pay the invoiced amounts within 45 days from the date of invoice, MAI may suspend its services and withhold its work product without any liability to Client caused by such delay. Client agrees to pay all costs and expenses of collection, including without limitation reasonable attorney's fees and court costs that may be incurred by MAI.
- 5. Use of Work Product.** The Client agrees that MAI's professional services are on behalf of and for the exclusive use of the Client. MAI's instruments of service, which include drawings, specifications and other documents prepared by MAI, are for use solely with respect to this Project. They are not intended or represented to be suitable for reuse by the Client or others any other project. Any reuse by Client or a third person or entity authorized by Client in connection with another project, without written verification or adaptation by MAI for the specific purpose intended, will be at the Client's sole risk and without liability or legal exposure to MAI; and, in such case, the Client shall hold harmless MAI from all claims, damages, losses and expenses including reasonable attorneys' fees arising out of or resulting therefrom. This Section shall survive termination of the Agreement.
- 6. Copyright.** MAI shall be the author and owner of all work product and documents prepared under this Agreement in connection with the Project and shall retain all common law, statutory and other reserved



rights, including copyrights. Upon receipt by MAI of full payment for all amounts invoiced by MAI under this Agreement, MAI shall be deemed to issue a license to Client to use the plans, specifications, and other final document issued by MAI under this agreement on a non-exclusive, royalty-free, irrevocable basis in connection with the Project. This Section shall survive termination of the Agreement.

7. Right of Entry. Unless otherwise set forth in this Agreement, Client shall secure the approvals, permits, licenses and consents necessary for performance of the services. Client hereby warrants, if the Site is not owned by the Client, that permission has been granted for a Right of Entry from time to time by MAI and its consultants and contractors for the purpose of performing the scope of services. The Client hereby recognizes that the use of exploration equipment may unavoidably affect, alter or damage the terrain and affect vegetation, buildings, structures and equipment on the Site. MAI will take reasonable precautions to minimize disturbance of the site and underground structures and will restore areas of the site disturbed by its investigations to a safe condition. MAI shall have no responsibility or liability for any aspect or condition on the site, unless such condition is caused or created by MAI. The Client shall not hold MAI liable or responsible for any alteration or damage and will defend, indemnify, defend, and hold harmless MAI and its employees, officers, directors, contractors and consultants for any damage claimed by any party. Client's indemnification obligation under this Section shall survive termination of the Agreement. Client further agrees to compensate MAI for any site restoration it is asked to perform as an Additional Service.

8. Notification of Hazards. If Client is the owner or operator of the Site, Client shall timely provide MAI with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the Services or, if Client is not the owner or operator of the Site, Client agrees to make reasonable efforts to obtain these same documents and provide them to MAI.

9. Insurance. MAI represents that its staff is protected by Worker's Compensation insurance with statutory limits and that MAI has coverage under General Liability and Property Damage insurance policies. Certificates for any such policies shall be provided to the Client upon written request. In no event shall MAI be liable or responsible for any loss or damage beyond the amounts, limits or conditions of such insurance. MAI will not be liable for damages or injury arising from damage to or interference with underground structures (including, but not limited to, pipes, tanks, telephone cables, etc.).

10. Standard of Care. MAI shall perform its professional services in accordance with generally accepted standards of similar professionals currently practicing under similar conditions on similar projects in the same locality as the Project. The Client agrees that such services are rendered without any warranty, expressed or implied, and subject to all other limitations herein contained.

11. Limitation of Liability to Client. To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the total and maximum liability of MAI and its employees, officers, directors, consultants, and contractors (collectively referred to in this paragraph as "MAI") for all claims arising out of this Agreement or the Services is limited to \$50,000 or, if greater, 10% of the compensation received by MAI under this Agreement. MAI will not be liable for lost profits, loss of use of property, delays, or any other special, indirect, incidental, consequential, punitive, exemplary, or multiple damages whatsoever. This Section shall survive the termination of the Agreement.

12. Non-Solicitation. Independent of any obligation under this agreement for a period of one year following the termination of this agreement, neither party shall, directly or indirectly, whether individually for its own account or for or with any other person, firm, corporation, partnership, joint venture, association or other



entity whatsoever, solicit, hire or endeavor to entice away from the other party any person who was introduced as a result of this Agreement, or who is employed or engaged by the other party in any managerial, technical, professional or advisory, without the express written permission of the other party. This Section shall survive termination of the Agreement.

13. Owner's Information. MAI shall be entitled to rely on the accuracy and completeness of data, reports, surveys, requirements, and other written information provided by Client. MAI shall not be responsible for any gaps, omissions, inconsistencies, conflicts, or missing information contained in such Client-supplied information.

14. Dispute Resolution. All disputes relating to payment or performance of contractual obligations between the Client and shall be submitted to non-binding mediation in accordance with the mediation rules of the American Arbitration Association. The cost of the mediator's services shall be borne equally by both parties. Mediation shall be considered as a condition precedent to initiating litigation. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. This Section shall survive termination of the Agreement.

15. Assignment. This Agreement shall be binding upon and inure to the benefit of and be enforceable against the parties hereto and their respective permitted successors and assigns. Client shall not delegate, assign, sublet, or transfer its respective duties or interests in this Agreement to any third party not listed in the Proposal without the prior written consent of Client. Assignment without prior written consent shall entitle MAI to immediately terminate this Agreement and be paid by Client for all services rendered through the date of such termination.

16. Entire Agreement. The Proposal, these Terms and Conditions, and all exhibits and attachments to the Proposal, constitute the entire and integrated agreement between the parties. No verbal warranties, representations, or statements shall be considered a part of the agreement or a basis upon which Client or relied in entering into the agreement.

17. No Third-Party Beneficiaries. Nothing contained in the agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or MAI.

18. Termination by MAI. MAI may terminate this agreement in the event Client fails to pay monies due on invoices submitted in accordance herewith for a period of 60 days after invoice date. In the event of such termination, MAI will give Client five (5) days written notice specifying the reasons for such termination. Client shall remain liable for the payment of all unpaid charges billed and payable in accordance with the provisions of the agreement and for unbilled services properly performed prior to the effective date of termination.

19. Unforeseen Circumstances. If, during performance of services, any unforeseen circumstances are encountered which, in the judgment of MAI, materially affect the scope of services, MAI will promptly notify the Client. Subsequent to such notification, the Client and MAI agree to pursue one of the following options: (a) MAI will complete the original scope of services in accordance with the original Proposal; (b) the scope of services, schedule, and estimate will be modified to include the previously unforeseen circumstances; or (c) this Agreement will be terminated effective on the date specified by MAI in writing. In the event of such termination, Client shall pay MAI in full for all services completed through the date of termination.



20. Hazardous Waste. The Client agrees to defend, hold harmless, and indemnify MAI and its employees, officers, directors, contractors and consultants from and against (a) any and all claims and liabilities from Client's violation of any federal, state, or local statute, regulation or ordinance relating to the disposal of hazardous waste, and (b) the Client's direct or indirect undertaking of or arrangement for the treatment, storage, disposal or transportation of hazardous materials or oil found or identified at the Site.

21. Notification to Public Authorities. MAI does not assume the responsibility of the person in charge of the Site, or otherwise undertake responsibility for reporting to any federal, state, or local public agencies any conditions the Site that may present a potential danger to public health, safety or the environment.

22. Digital Documents. Digital information collected or developed during the course of a project is the property of MAI. At the sole discretion of MAI, a digital document may be provided for use only by the Client, for the sole purpose for which the document was originally prepared for. The official copy of the document is the hard copy (paper copy) and the Client is responsible for comparing the hard copy with the digital copy for any and all differences and/or discrepancies. If any differences and/or discrepancies are found, the Client shall notify MAI so that a determination can be made as to the most accurate information to use.

23. Severability. In the event that any provisions of this agreement shall be deemed invalid or unenforceable, the other provisions herein shall remain in full force and effect and binding upon both parties.

24. Counterparts. This Agreement may be executed in several counterparts, and/or by execution of counterpart signature pages which may be attached to one or more counterparts, and all so executed shall constitute one fully executed Agreement binding on all of the Parties hereto. In addition, any counterpart signature page may be delivered by e-mail transmission, and any such e-mail transmitted signature pages may be attached to one or more counterparts of this Agreement.

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