

TOWN OF EAST MONTPELIER, VERMONT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

with

DuBOIS & KING, INC.

For the

East Montpelier Village Safety Improvement Plan

THIS AGREEMENT is made this ____ day of February, 2018, by and between the Town of East Montpelier, Vermont, hereinafter referred to as the TOWN, and DuBois & King, Inc., a Vermont corporation with its place of business at 28 North Main Street, Randolph, Vermont, 05060, hereinafter referred to as the CONSULTANT.

The TOWN wishes to employ the CONSULTANT for the purpose of providing Professional Engineering Services for the Village Safety Improvement Project.

WHEREAS the CONSULTANT is ready, willing and able to perform the required services;

NOW THEREFORE, in consideration of these premises and the mutual covenants herein set forth, it is agreed by the parties hereto as follows:

1. SCOPE OF WORK

The CONSULTANT shall provide Professional Engineering Services for the Village Safety Improvement Project as set forth in the Scope of Services, Project Schedule and Cost Proposal (Attachment A); and the CONSULTANT'S Contract Terms and Conditions (Attachment B) all of which are incorporated herein and made a part of this Agreement.

2. BEGINNING OF WORK AND TERMINATION

This Agreement shall be effective February ____, 2018 and shall be completed on or before August 31, 2018, unless amended by the mutual agreement of the TOWN and CONSULTANT.

3. THE AGREEMENT FEE

- A. **General.** The TOWN agrees to pay the CONSULTANT and the CONSULTANT agrees to accept as full compensation for the performance of all services and expenses encompassed under this Agreement, the cost to the CONSULTANT in accordance with the CONSULTANT'S Cost Proposal in Attachment A.

B. Maximum Limiting Amount (Lump Sum). The total amount to be paid to the CONSULTANT shall not exceed Twelve Thousand Forty Seven Dollars and No Cents (\$12,047.00), unless amended by the mutual agreement of the TOWN and the CONSULTANT.

4. PAYMENT PROCEDURES

Invoices shall be submitted to the Town of East Montpelier, 40 Kelton Road, P. O. Box 157, East Montpelier, VT 05651 at an interval not to exceed once per month. The TOWN agrees to pay the invoices within 30 days of receipt.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year above written.

DuBOIS & KING, INC.

By: _____
Jonathan B. Ashley, P.E.

Title: _____
Senior Project Manager

TOWN OF EAST MONTPELIER

By: _____
C. Bruce Johnson

Title: _____
Town Administrator



February 5, 2018
Project No. 622472

Michael Smith, Site Manager
Sites Management Section
Vermont Department of Environmental Conservation
1 National Life Drive –Davis 1
Montpelier, VT 05620-3704

**SUBJECT: Site Investigation Work Plan
East Montpelier Village Safety Improvement Project - STP Bike (63)
SMS Site No. 87-0011**

Dear Michael,

This work plan describes proposed subsurface investigation work to be completed along the alignment of a proposed bicycle/pedestrian improvement project in East Montpelier, Vermont. This project involves installation of a subsurface storm drain, a portion of which will traverse an area of likely contamination downgradient of the CP Dudley Store and Hill's Garage and upgradient of the Lamb Residence.

The purpose of this work plan is to evaluate the extent and severity of soil and groundwater contamination within the project area of proposed subsurface utilities for STP Bike (63). This information is necessary to:

- Develop a site-specific health and safety plan.
- Plan the proposed construction of STP Bike (63) to avoid increasing the extent or severity of contamination in this area.
- Develop plans for the appropriate handling of excavated soils in this area and the proper treatment or disposal of soils that cannot be backfilled.
- Plan for the treatment or disposal of contaminated groundwater generated by dewatering operations.

This site investigation will occur within the portion of STP Bike (63) where the proposed storm drain will intersect areas of likely contamination, roughly corresponding to project stations 19+50 through 21+50 (as designated on the attached project plans). Portions of the project east of station 21+50 may continue through contaminated areas, but excavation in this area will be relatively shallow and generate a relatively small volume of material.

PREVIOUS SITE INVESTIGATION WORK

Site investigation reports prepared by Griffin International in February 1994 and June 1994 identified groundwater and soil vapor contamination on the CP Dudley Store, Lamb property, and at Hill's garage by gasoline compounds including benzene, toluene, ethylbenzene, and xylenes (BTEX). No laboratory analysis was conducted on soils, but elevated photoionization detector (PID) readings indicate that soil contamination is likely present. The site has not been screened for other volatile organic compounds.

While soil and groundwater sampling has not been conducted within the U.S. Route 2 right-of-way, it is likely that soil and groundwater contamination exists between these properties under U.S. Route 2.

PROPOSED SCOPE AND SEQUENCE OF WORK

The following scope of work is proposed. This scope is limited solely to site investigation work relevant to the STP Bike (63) project and is not intended to be a full investigation or evaluation of contamination elsewhere on these properties. Following are the proposed tasks for this scope of work.

- A. Submit a State Highway Access and Work Permit (1111 Permit) application to the Vermont Agency of Transportation.
- B. Pre-mark the proposed boring locations (see attached site plan) and contact Dig-Safe a minimum of 72 hours prior to the start of boring work.
- C. One day of flagging for the proposed work in the right-of-way. Costs for flagging have been assumed based on VTrans estimator hourly rates.
- D. Using a truck-mounted Geoprobe drill rig, advance approximately five soil borings to a minimum depth of approximately 10 feet. Where possible, borings will be advanced into the groundwater table until PID concentrations decline or a confining layer is encountered. The actual quantity, depth and location of borings may vary based on conditions observed in the field but will be arranged as necessary to evaluate the extent and severity of contamination along the project alignment.

Soils recovered from borings will be inspected for staining, visible free product, petroleum odors and indicators of a water table. Soil texture, consistency, structure and color will be recorded. Soils recovered from borings will be field-screened using a PID using the bag headspace method.

Two soil samples from the locations of the most significant observed contamination will be collected, placed in laboratory-supplied glassware, labeled, stored on ice under D&K custody and submitted to SGS Accutest for analysis for total petroleum hydrocarbons (gasoline range organics) by EPA Method 8015. One sample will be analyzed for Vermont PCF-list contaminants by EPA Method 8021B, and one sample from the location with the most significant observed contamination will be analyzed for volatile organic compounds by EPA Method 8260, and RCRA 8 Total Metals.

- E. Groundwater monitoring wells will be installed in two borings near the proposed stormwater catchbasins using 1-inch diameter machine-slotted PVC well screen and 1-inch diameter PVC casing. The screened interval of the wells will likely extend from the base of the well to approximately 3 feet below grade. The annular space around the well casing will be filled with silica sand and a bentonite seal will be installed near the top of the well. Wells will be finished with J-caps and 6-inch diameter flush-mounted road boxes set in concrete.

Borings not converted to monitoring wells will be backfilled with sand.

- F. Newly-installed wells will be developed immediately after installation by purging using dedicated plastic bailers until the recovered liquid is clear. If free product is not present, the purge water will be recharged on the ground surface adjacent to the monitoring well.
- G. Investigation-derived waste (IDW) including soil cuttings will be separately drummed for off-site disposal. For the purposes of this work plan, it is assumed that no free product will be encountered and that IDW will be non-hazardous. Other IDW such as packaging and Geoprobe sleeves will be disposed off-site as ordinary solid waste.
- H. After allowing the newly installed monitoring wells to equilibrate (approximately two weeks), groundwater samples will be collected from both wells and analyzed for total petroleum hydrocarbons (gasoline range organics) by EPA Method 8015. One sample will be analyzed for Vermont PCF-list contaminants by EPA Method 8021B and one sample will be analyzed for volatile organic compounds by EPA Method 8260.

Before sampling, depth to groundwater will be measured using a water level probe. Thickness of free product will be visually measured using dedicated clear plastic bailers. 3 to 5 well volumes of liquid will then be purged and groundwater samples collected using the plastic bailers. Purge water will be recharged on the ground surface adjacent to the wells unless free product is encountered. Groundwater samples will be placed in laboratory-supplied glassware, labeled, stored on ice under D&K custody and then

submitted to SGS Accutest for analysis. A single trip blank sample will also be submitted for analysis by EPA Method 8021B (Vermont PCF-list contaminants).

- I. Prepare a letter report describing site investigation activities and findings, conclusions and recommendations. The report will also include a site map, boring logs and analytical data. The report will identify what portions of the STP Bike (63) project will take place in areas of known contamination, the anticipated levels of soil and groundwater contamination, as well as basic recommendations to be used during development of site-specific health and safety, soil management and dewatering plans, as applicable. Actual development of these plans is not included in the current scope of work, and will be conducted under a separate work plan if necessary.
- J. Prepare and submit a Petroleum Cleanup Fund (PCF) reimbursement request on behalf of East Montpelier.

Note: The proposed boring locations will be marked in the locations shown on the attached site plans by a surveyor from our South Burlington, Vermont office. No post-drilling survey is proposed, and no groundwater elevation contour map will be developed.

BUDGET AND SCHEDULE

We anticipate completing the above scope of work on a time & materials basis for a budget of \$12,047, subject to the assumptions described above. Additional services will be provided on a time and material basis at the same PCF-eligible rates. The attached budget worksheet identifies the anticipated level of effort, hourly rate per labor category and costs of materials and subcontracted services. Following is a proposed schedule for the work:

| Task | Description | Schedule* |
|-------------|---|--|
| A | Submit State Highway Access and Work permit application | Within 2 weeks of authorization to proceed |
| B/C/D/E/F/G | Dig-safe clearance of site, soil borings, monitoring well installation, soil sampling, develop wells, IDW removal | Within 1 month of receiving highway work permit |
| H | Groundwater sampling | Within three weeks of monitoring well installation |
| I | Site investigation report and PCF reimbursement request | Within 1 month of completing field work |
| J | Submit PCF reimbursement request | Following report submittal |

*Subject to change due to weather conditions – field work will take place in non-Winter conditions.

Please do not hesitate to contact me at (802) 465-8396 ext. 4810 if you have any questions or would like to discuss this work plan. If this plan is acceptable to you, please provide an approval letter so that we may start work.

Very truly yours,
DuBOIS & KING, INC.

Jonathan B. Ashley, P.E.
Senior Engineer/Project Manager

East Montpelier STP Bike (63)
Subsurface Investigation in Proposed Storm Drain Area
 Project No.: 622472



| Project Phases & Tasks | Labor Categories | | | | | | Total Hours | | | |
|---|------------------|---------------------------------|------------------|--------------------------------|----------|-----------|-------------|----------------------|----------------|-----------|
| | Project Director | Project Manager/Senior Engineer | Project Engineer | Staff Engineer/Senior Designer | Sr. CAD | Sr. Tech. | | 2-Person Survey Crew | Admin. Support | |
| I. Project Management | | | | | | | | | | |
| A. Project coordination, research, work plan | | 4 | 6 | 8 | | | | | | 18 |
| B. State Highway Access & Work Permit | | | 1 | 3 | | | | | | 4 |
| C. PCF reimbursement forms | | 1 | | | | | | 2 | | 3 |
| II. Boring, Soil Sampling & Monitoring Well Installation | | | | | | | | | | |
| A. Pre-mark site for Dig-Safe | | 1 | 1 | 14 | | 8 | | | | 9 |
| B. Soil borings, soil sampling & monitoring well installation | | | 2 | | | | | | | 17 |
| C. Flaggers | | | 2 | | | | | | | 2 |
| III. Groundwater Sampling | | | | | | | | | | |
| C. Flaggers | | | 1 | | | 8 | | | | 9 |
| IV. Site Investigation Report | | 4 | 8 | 8 | 6 | | | | | 26 |
| Total Hours: | 0 | 10 | 21 | 33 | 6 | 16 | 0 | 2 | 0 | 88 |

East Montpelier STP Bike (63)
Subsurface Investigation in Proposed Storm Drain Area
 Project No.: 622472



| Project Phases & Tasks | Labor Categories | | | | | | | Total Hours | |
|------------------------|------------------|---------------------------------|------------------|--------------------------------|---------|-----------|----------------------|-------------|----------------|
| | Project Director | Project Manager/Senior Engineer | Project Engineer | Staff Engineer/Senior Designer | Sr. CAD | Sr. Tech. | 2-Person Survey Crew | | Admin. Support |
| Direct Labor | 0 | 10 | 21 | 33 | 6 | 16 | 0 | 2 | 88 |
| Total Hours: | \$140.00 | \$115.00 | \$85.00 | \$80.00 | \$70.00 | \$65.00 | \$110.00 | \$55.00 | \$0.00 |
| Direct Labor Rates: | \$0 | \$1,150 | \$1,785 | \$2,640 | \$420 | \$1,040 | \$0 | \$110 | \$0 |
| Direct Labor Cost: | | | | | | | | | \$7,145 |

Direct Expenses

I. Subsistence

Transportation: Vehicles 350 Miles @ \$0.535 / Mile = \$187
 Meals: Partial Per Diem 0 Travel-Air / Ground / Parking Allowance = \$0
 Full Per Diem 0 Days @ \$6.00 / Day = \$0
 Rooms & Lodging: Hotel 0 Days @ \$25.00 / Day = \$0
 Hotel 0 Days @ \$70.00 / Day = \$0

Subsistence Total = \$187

II. Support Expenses

Telephone/Fax = \$0
 Postage = \$0
 Reproduction = \$0
 Copying = \$0

Support Total = \$0

III. Subcontractors

Geoprobe borings & monitoring well installation = \$2,250
 Flaggers (Sub to Driller) = \$987
 IDW disposal (assume 1 drum, non-hazardous) = \$325

Subcontractor Total = \$3,562

IV. Miscellaneous Expenses

Photoionization detector 1 Day @ \$90 /Day = \$90
 Survey equipment 1 Day @ \$75 /Day = \$75
 Water level probe 1 Day @ \$30 /Day = \$30
 Sampling materials (2 soils, 2 groundwater) 4 ea @ \$15 /ea = \$60
 EPA Method 8260 VOCs (1 soil, 1 gw) 2 Samples @ \$140 /Sample = \$280
 RCRA 8 Total Metals (1 soil) 1 Samples @ \$115 /Sample = \$115
 EPA Method 8015 TPH-GRO (2 soil, 2 gw) 4 Samples @ \$90 /Sample = \$360
 EPA Method 8021B VT PCF-list (1 soil, 1 gw, 1 trip blank) 3 Samples @ \$90 /Sample = \$270

Miscellaneous Total = \$1,280

Total Direct Expenses = \$5,029
 Administrative Fee = \$0
 Total Cost = \$5,029

Cost Summary

Total Labor Cost \$7,145
 Direct Expenses \$5,029
Total Price \$12,174

CONTRACT TERMS AND CONDITIONS

SERVICES OF OTHERS: On occasion, project needs will require the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be engaged with your approval. We expect that you will enter into an appropriate agreement with them and be directly responsible for all costs incurred by them. For work performed under this agreement for this project we will review their invoices and forward to you a recommendation for disposition of payment. Services that are subcontracted by DuBois & King, Inc., will be billed at direct cost plus 12% overhead and fee.

REIMBURSABLE EXPENSES: Reimbursable expenses are in addition to the professional fee compensation for labor and typically include, but are not limited to, the following items: lodging and subsistence expenses; shipping charges and insurance for hardware, samples, field test equipment, etc.; long distance telephone calls, telegrams and cables; transportation to and from projects; use of personal or company vehicles at a rate consistent with the federally allowable mileage reimbursement rate as determined by the Internal Revenue Service; the use of rental cars, trucks, boats, airplanes, or other means of transportation; reproduction of drawings, reports, documents, and photographs for project records; and any other direct materials. Reimbursable expenses will be billed at our direct cost plus an administrative fee of 12%.

ON-SITE SERVICES DURING PROJECT CONSTRUCTION: Should our services be provided on the job site during project construction, it is understood that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site. It is further understood that field services provided by our personnel will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications.

RIGHT-OF-ENTRY: Unless otherwise agreed, you will furnish right-of-entry on the land for us to make the planned studies, explorations, or investigations. We will take reasonable precautions to minimize damage to the land from use of equipment, but have not included in our fee the cost for restoration of damage that may result from our operations. If we are required to restore the land to its former condition, this will be accomplished and the cost will be added to our fee.

SCHEDULE OF FEES: DuBois & King, Inc., at its sole discretion, reserves the right to periodically modify the hourly billing rates as detailed in its published Schedule of Fees and Contract Conditions to more accurately reflect the cost of doing business, with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.

ADDITIONAL SERVICES: Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the Client's prior authorization to proceed.

TAXES: State and Local Sales, Use and License taxes will be billed at cost. Any taxes or fees, enacted by Local, State or Federal government subsequent to the date of this contract, and based on gross receipts or revenues, will be added to amounts due under this contract, in accordance with any such fees or taxes.

INVOICES: Invoices may be submitted periodically, and not less than monthly, and are payable upon receipt. Interest of one and one-half percent (1-1/2%) per month will be payable on any amount not paid within fifteen (15) days. Any attorney's fees or other costs incurred in collection of any delinquent amount shall be paid by the Client. Upon request, documentation of reimbursable expenses included in the invoice will be provided in some format itemizing the amount in excess of \$50.00. DuBois & King, Inc. reserves the right to discontinue work on any account that is not paid on a current basis in accordance with these terms. If reassignment of project personnel occurs due to non-payment on an account, project schedule and fees may be adversely impacted.

OWNERSHIP OF DOCUMENTS: All reports, field data and notes, laboratory test data, calculations, estimates, and other documents which we prepare, as instruments of service, shall remain the property of DuBois & King, Inc. We will retain all pertinent records relating to the services performed for a period of six years following the completion of our services, during which period the records will be made available to you at all reasonable times and for reasonable retrieval and reproduction costs.

INSURANCE: DuBois & King, Inc., is protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Comprehensive General Liability Insurance for bodily injury and property damage. We will furnish information and certificates upon written request. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

RISK ALLOCATION: In recognition of the relative risks and benefits of the Project to both the Client and DuBois & King, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of DuBois & King, Inc. and its officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of DuBois & King, Inc. and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or DuBois & King, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

In the event the Client does not wish to limit DuBois & King, Inc.'s professional liability, DuBois & King, Inc. agrees to waive (or increase the amount of) this limitation of liability upon written notice from the Client and agreement of the Client to pay an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase in the limitation of liability or there is no limitation of liability.

INDEMNIFICATION: DuBois & King, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by DuBois & King, Inc.'s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom DuBois & King, Inc. is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless DuBois & King, Inc., its officers, directors, employees and subconsultants (collectively, DuBois & King, Inc.) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor DuBois & King, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES: In no event shall DuBois & King, Inc. be liable to the Client or the Client to DuBois & King, Inc. for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted, including ones arising out of any breach of warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by the Client or DuBois & King, Inc.

STANDARD OF CARE: In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality. This warranty is in lieu of all other representations expressed or implied.

OPINION OF PROBABLE COST: DuBois & King, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions, and therefore does not guarantee the accuracy of our project or construction cost estimates as compared to contractor bids or actual cost to the Client.

DELAYS: DuBois & King, Inc. is not responsible for delays caused by factors beyond DuBois & King, Inc.'s reasonable control. When such delays beyond DuBois & King, Inc.'s reasonable control occur, the Client agrees DuBois & King, Inc. is not responsible for damages, nor shall DuBois & King, Inc. be deemed to be in default of this Agreement.

THIRD PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or DuBois & King, Inc. DuBois & King, Inc.'s services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and DuBois & King, Inc. agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and DuBois & King, Inc. agree that all disputes between them arising out of, or relating to, this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and DuBois & King, Inc. further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

TERMINATION: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay DuBois & King, Inc. for all services rendered and all reimbursable costs incurred by DuBois & King, Inc. up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience, and without cause, upon giving DuBois & King, Inc. not less than seven (7) calendar days' written notice.

DuBois & King, Inc. may terminate this Agreement for the Consultant's convenience, and without cause, upon giving the Client not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or DuBois & King, Inc.'s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of DuBois & King, Inc., the Client shall pay DuBois & King, Inc., in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by DuBois & King, Inc. in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination except when the cause of termination is the failure of DuBois & King, Inc. to perform.

ASSIGNMENT: Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party.

SEVERABILITY: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

EXTENT OF AGREEMENT: This Agreement comprises the final and complete agreement between the Client and DuBois & King, Inc. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and DuBois & King, Inc.

LEGAL JURISDICTION: The parties agree that this contract shall be governed by and construed in accordance with the laws of the State of Vermont in connection with all matters arising out of this contract. The parties agree that the courts of the State of Vermont shall have exclusive jurisdiction over any legal proceeding arising out of this contract.

HR6(01-18)