

Letter of Agreement for Limited Professional Services

DEA Project No: 24014 a

Date: June 17, 2024

Civil Engineer of Record (CER):

DeWolfe Engineering Associates, PC
 317 River Street
 P.O. Box 1576
 Montpelier, Vermont 05601-1576

Client:

Jennifer Devine, Town Administrator
 Town of East Montpelier
 PO Box 157
 East Montpelier, VT 05651

Project Name: Sanders Circle Culvert Replacement, Geotechnical Investigation and Report

Location: Sanders Circle, East Montpelier, Vermont

Project Understanding: The CER has been retained by the Client to design and permit a culvert to replace the former culvert conveying Long Meadow Brook under Sanders Circle, which was destroyed in the July 2023 flooding event. On May 23, 2024, the Client authorized DeWolfe to proceed with design of an open-bottom arch culvert, one of four design options presented to the Client by the CER. As this option is the only one that requires concrete foundations, a geotechnical investigation and report are needed to determine the depth to bedrock and soil bearing strength at the culvert location. This was not included in the Scope of Work and fee estimate provided to the Client by the CER, dated January 29, 2024 as the culvert type was not known at that time.

Scope of Services: The CER will subcontract with Sanborn Head & Associates Inc. (Sanborn Head) to perform a geotechnical investigation and report for the culvert location. The scope of the geotechnical investigation and report is described in the attached proposal from Sanborn Head. The CER will provide coordination and management of Sanborn Head.

Fee Arrangement: Based on the stipulations in this letter, Basic Compensation for the Scope of Services shall be on a time and materials basis with an estimated fee of \$1,000. Expenses are billed at 1.10 times the amount incurred by the CER, are expected to include subconsultant fees, and are estimated to be \$16,940–\$22,220.

Total estimated fee..... \$17,940–\$23,220


Additional or Extra Services, which may be added to the Agreement by written request, shall be charged at the CER’s current hourly rates at the time of service. Hourly rates are subject to change at or around the beginning of each year. At the time of this proposal the current hourly rates are:

Current Rates:

| | | | |
|-----------------------|---------------|----------------------|---------------|
| Principals | \$170.00 /Hr. | Senior Technician | \$120.00 /Hr. |
| Senior Engineers | \$145.00 /Hr. | Technician | \$ 80.00 /Hr. |
| Project Engineers | \$125.00 /Hr. | 2 Person Survey Crew | \$200.00 /Hr. |
| Staff Engineers | \$110.00 /Hr. | Administration | \$ 70.00 /Hr. |
| Junior Staff Engineer | \$ 90.00 /Hr. | | |

Terms and conditions per the Contract for Services, dated December 14, 2023.

Offered by (CER):



(signature)

Christopher J. Temple, P.E.

President

CER Engineering Associates, PC

Accepted by (Client):

(signature)

(date)

(printed name/title)

(for)

Brian Lane-Karnas, PE
DeWolfe Engineering Associates, PC
317 River Street, PO Box 1576
Montpelier, VT 05601

June 13, 2024
File No. 6279.00

Re: Proposal for Geotechnical Engineering Services
Sanders Circle Culvert Replacement
Montpelier, Vermont

Dear Brian:

Sanborn, Head & Associates, Inc. (Sanborn Head) is pleased to submit this proposal to DeWolfe Engineering Associates, PC (DeWolfe, Client) to provide geotechnical engineering services for the proposed Sanders Circle Culvert Replacement project located in Montpelier, Vermont (the Site). This proposal is based on information provided by you in an email on May 23, 2024.

We understand that the Town of East Montpelier (with funding from FEMA) is planning to replace the culvert which carries Long Meadow Brook below Sanders Circle, which was destroyed during the July 2023 flooding event. Based on our review of a Conceptual Plan by DeWolfe (dated February 16, 2024) the proposed culvert is 50 feet long and 14 feet wide and will consist of an open bottom arch culvert (likely a corrugated steel plate type) constructed on two (2) concrete footings with two concrete wingwalls at each opening.

OBJECTIVE AND SCOPE OF SERVICES

Our objective is to conduct a 1 to 2-day drilling program and incorporate the results in a geotechnical engineering report which will include recommendations for foundation type, allowable bearing pressure, seismic design criteria and earthwork procedures. Two (2) test borings will be drilled from the roadway (on either side of Long Meadow Brook) and the depth of test borings is largely dependent on the depth to bedrock (which is unknown). Our scope of services is described in more detail below.

Task 1 – Exploration Planning and Utility Clearance

Based on discussion with you, we plan on locating two (2) exploration locations on either side of Long Meadow Brook as close as possible to proposed culvert foundations. Sanborn Head will prepare a health and safety plan (HASP) for field personnel, an exploration plan in AutoCAD and complete one (1) visit to the Site to premark proposed exploration locations. We will call-in a DigSafe ticket at least 48 hours prior to the exploration program to obtain clearance for subsurface utilities in the area. We have not included the cost for private utility location services.



Task 2 – Subsurface Exploration Program

Sanborn Head will retain a drilling subcontractor to perform two (2) test borings between one and two days. The subsurface exploration program is heavily dependent on the depth to bedrock as the test borings will be advanced until roller-bit refusal on probable bedrock. If refusal is encountered within 50 feet below existing grade then rock cores may be collected (if time allows) to confirm bedrock, if deeper refusals are encountered then no rock coring will be conducted. After completion, the explorations will be backfilled with soil cuttings, pavement will be patched where necessary and the Site will be restored as close as possible to its existing condition.

The test borings will be advanced using either hollow-stem auger and/or rotary wash drilling methods. Standard Penetration Tests (SPTs) will be performed in the test borings in general accordance with ASTM D1586 on a nearly continuous basis until reaching a depth of 15 feet, at which point samples will be collected at standard 5-foot intervals, or at the discretion of the geotechnical engineer depending on subsurface conditions.

Sanborn Head personnel will observe and log the subsurface conditions in the explorations described herein on a full-time basis. Representative soil samples will be collected from each split-spoon and placed in jars, then up to three (3) samples will be delivered to the laboratory for grain size testing at the conclusion of the exploration program.

Task 3 – Geotechnical Engineering Report

Sanborn Head will submit a geotechnical engineering report which will describe the exploration program, the subsurface conditions and our geotechnical design recommendations. Specifically, our design recommendations will include allowable bearing capacity, soil strength parameters, seismic design criteria, lateral earth pressures and earthwork construction procedures. The reports will include exploration logs prepared by Sanborn Head and an as-drilled subsurface exploration location plan. The report will be issued electronically in PDF format.

Task 4 – General Consulting and Meetings

Sanborn Head will provide geotechnical consulting services during permitting and design. We anticipate participating in conference calls, reviewing project documents, supporting coordination efforts, and engaging in general project correspondence. We have estimated an allowance of up to 10 hours of general consulting during permitting and design.

BUDGET ESTIMATE AND BASIS OF BILLINGS

Our estimated cost to complete the scope of services described above is between **\$15,400** to **\$20,200** (depending on the number of days of drilling) as summarized in the table below:



| GEOTECHNICAL SERVICES TASKS | ESTIMATED BUDGET |
|---|----------------------------|
| Task 1 - Exploration Planning and Utility Clearance | \$ 1,500 |
| Task 2 - Subsurface Exploration Program (1 to 2 days) | \$ 6,200 to 11,000 |
| Task 3 - Geotechnical Engineering Report | \$ 5,700 |
| Task 4 - Project Meetings | \$ 2,000 |
| TOTAL PROPOSAL ESTIMATE | \$ 15,400 to 20,200 |

Billings will be based on the actual number of hours worked plus expenses in accordance with the attached Schedule of Fees. This cost estimate is based on our judgement at this time as to the level of effort required to meet the objectives of the project. We will not exceed the budget estimate without your understanding and authorization. If additional services are requested of us beyond those included in this proposal, we will perform the additional services by amendment to this agreement.

ASSUMPTIONS

- Sanborn Head and our drilling subcontractor will be provided ready access to the site as necessary to perform the subsurface exploration program, and will be provided access for a full 8-hour business day;
- Traffic control is not included and safety traffic cones will mark the workzone;
- Test borings may be backfilled with drill cuttings, sand, and bentonite chips;
- Water for drilling will be pumped out of Long Meadow Brook;
- Environmental soil subsampling and analytical testing is not required;
- Costs associated with hazardous materials or environmental hazards encountered during the subsurface exploration program have not been included;
- If soft compressible clayey soil is encountered during the subsurface exploration program, it may be necessary to modify the scope of services or budget;
- Sanborn Head will provide limited CAD services for the Project; design details provided by Sanborn Head will consist of text narratives, hand sketches, and/or markups of CAD drawings provided to us.

SCHEDULE

Sanborn Head will begin work upon receipt of this signed proposal, and we have tentatively scheduled a drilling subcontractor for July 11 and 12, 2024. At this time, we expect to complete the geotechnical report within four (4) weeks of receiving laboratory testing results. We anticipate that we will work collaboratively with members of the project team to provide deliverables in a timely and responsive manner, and are happy to discuss with you an alternative schedule as dictated by the project needs.

TERMS OF ENGAGEMENT

The terms of engagement are described in the attached statement of Terms and Conditions.



ACCEPTANCE

Please signify your acceptance of this proposal by signing in the appropriate spaces below and returning a copy to Sanborn Head. This Contract for services and the above-referenced Terms and Conditions shall constitute the entire agreement between Joseph Phillips and Sanborn Head. This executed Contract for services must be received by Sanborn Head prior to our initiation of the work described above.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project. Should you have any questions, please do not hesitate to call us.

Very truly yours,
SANBORN, HEAD & ASSOCIATES, INC.



Jason Keohane, P.E.
Project Manager



Shawn Kelley, Ph.D., P.E.
Project Director

JLK/SPK: spk

Attachments Terms and Conditions
Schedule of Fees

This proposal for services are hereby accepted and executed by a duly authorized signatory who, by execution hereof, warrants that he or she has full authority to act for, in the name, and on behalf of DeWolfe Engineering Associates, PC.

By: _____ Title: _____
for DeWolfe Engineering Associates, PC

_____ Date: _____
Typed/Printed Name



SANBORN, HEAD & ASSOCIATES, INC.

TERMS AND CONDITIONS

1.0 AGREEMENT

The Agreement consists of the Proposal that is signed and dated by **Sanborn, Head & Associates, Inc.** acting through its officers and employees (Consultant) and **DeWolfe Engineering Associates, PC** (317 River Street, PO Box 1576, Montpelier, VT 05601) (Client) and these Terms and Conditions which are appended and incorporated by reference (Agreement). It is the mutual intention of the parties that, to the maximum extent permitted by applicable law, Consultant's services under this Agreement shall not subject any individual employee, officer, director or shareholder of the Consultant to any personal liability or exposure for matters arising under, or with respect to, this Agreement or the underlying project. Accordingly, notwithstanding anything to the contrary contained herein, Client agrees that Client's sole and exclusive recourse for all purposes of this Agreement shall be against the corporate entity, Sanborn, Head & Associates, Inc., and no claims, demands, suits or other actions of any kind or nature shall be asserted against any of Consultant's employees, officers, directors or shareholders individually. Services performed under this Agreement will be for Client's exclusive use. Consultant's services address current conditions; any delayed use of the results of the services will require updating the services to reflect current conditions. Neither party may assign this Agreement or any rights, claims, or liabilities arising out of this Agreement to any other person or entity without the express written consent of the other party. Any such impermissible assignment shall be void and of no effect.

2.0 PAYMENT

Client agrees to pay Consultant for services rendered in accordance with the payment terms provided in the Agreement. Invoices will be submitted at the completion of services or on a two-week or four-week basis, at the discretion of Consultant. Payment is due upon receipt of invoice. Amounts unpaid thirty (30) days after the due date shall bear interest at the lesser rate of eighteen percent (18%) per annum from the date of invoice or the maximum interest rate allowed by law. Client shall pay all expenses incurred by Consultant associated with placing a lien or otherwise incurred in collecting any delinquent amount, including, without limitation, attorney and filing fees. Client shall pay all costs of Consultant in enforcing its rights hereunder, including, without limitation, attorneys' and filing fees and expenses.

3.0 INSURANCE

Consultant maintains Worker's Compensation Insurance, Comprehensive General Liability Insurance, Automobile Liability Insurance, and Professional Liability Insurance. Consultant will furnish certificates of insurance upon request subsequent to execution of this Agreement.

4.0 LIMITATION OF LIABILITY

Client and Consultant agree to allocate certain risks so that, to the fullest extent permitted by law, Consultant's total aggregate liability to Client and anyone claiming by, through, or under the Client, is limited to the greater of \$50,000 or Consultant's fees actually paid with respect to this Agreement, for any and all of Client's injuries, damages, claims, losses, expenses, costs, or claim expenses (including reasonable attorney's and expert witness' fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, statutory liability, breach of contract, breach of express or implied warranty, contractual or common law indemnification, negligent misrepresentation, or other acts giving rise to liability based upon contract, tort, or statute. This provision takes precedence over any conflicting provisions of this Agreement.

5.0 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES AND SUBROGATION

Neither party shall be liable to the other for any consequential damages arising out of or related to the services or this Agreement incurred by either due to the fault of the other, regardless of: the nature of this fault; or whether it was committed by Client or Consultant, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use, loss of profit, and loss of anticipated revenue and income.

The Client and Consultant, further and separately, waive all claims and rights against each other arising out of damages, costs, losses, or expenses of any kind to the extent that such damages, costs, losses, or expenses are compensated by the proceeds of any insurance policy.

6.0 RIGHT OF ENTRY AND NORMAL DISTURBANCE

Client agrees to furnish Consultant with right of entry upon the site so that Consultant and Consultant's subcontractors can perform the services identified in the Agreement. If the site is not owned by Client, Client warrants that permission has been granted to make site reconnaissance, surveys, borings and other explorations pursuant to the scope of services in the Agreement.

Client acknowledges that equipment used in performing the services will, to some degree, affect, alter or damage the site surfaces, buildings, structures, vegetation, facilities and subsurface installations and accepts such risks. Consultant will take reasonable precautions to limit such damage, but has not included in the fee the cost for restoration of damage that may result from Consultant's operations, unless specifically stated in the Agreement.

7.0 UNDERGROUND STRUCTURES

Client shall identify for Consultant locations of buried utilities and other underground structures in the area of subsurface exploration. Consultant will take reasonable precautions to avoid damage to the buried utilities or other underground structures noted. If locations are not known or cannot be confirmed by Client, there will be some degree of risk to Client associated with conducting the exploration. Client agrees to accept the risks of damage and expense associated with repair or restoration of any buried utilities or underground structures resulting from the exploration work. Client also agrees to waive all claims against and defend, hold harmless and indemnify Consultant for any damages to buried utilities and underground structures, notwithstanding Section 5.0 above, this includes all consequential damages, arising from inaccurate or insufficient information provided by Client to Consultant regarding locations of buried utilities or other underground structures.

8.0 OWNERSHIP OF DOCUMENTS

All reports, design drawings, field data and notes, calculations, estimates and other documents prepared by Consultant are instruments of professional service and shall be and remain Consultant's property. Client agrees that Consultant's services are on behalf of and for the exclusive use of Client and that all reports or other documents furnished to Client or its agents shall be utilized solely for this Agreement. If Client seeks to reuse anything prepared by Consultant, or if others seek to use such documents, it will be at Client's, and such other user's, sole risk without liability to Consultant. In case of such unauthorized re-use, Client will waive all claims against and defend, indemnify and hold Consultant harmless from all claims, losses, liabilities and damages arising therefrom. Consultant will retain pertinent records relating to the services performed for a period of five (5) years following submission of our report or other documents.

9.0 CONSTRUCTION-OBSERVATION SERVICES

If construction-observation services are included as part of Consultant's scope of services in the Agreement, Consultant will provide personnel to observe the portions of the construction specified in the Agreement to ascertain that the work is being performed, in general, in accordance with the plans and specifications. Client is responsible for requesting services, and notifying Consultant so Consultant can perform these services.

Consultant cannot provide its opinion about the suitability of any work performed unless measurements and observations of that part of the construction are made by Consultant's personnel. Consultant's services do not make Consultant a guarantor of the contractor's work, and the contractor will continue to be responsible for the accuracy and adequacy of all construction activities performed by the contractor. The contractor will remain solely and completely responsible for enforcement by it and its subcontractors for safety requirements for all site working conditions, and safety requirements, day and night, for both persons and property. These include all OSHA, NIOSH, USEPA and any other applicable regulations imposed by the government or by contract. Consultant's observation and monitoring services do not include review of the sufficiency of the contractor's health and safety measures at or near the site.

Consultant shall not be responsible for construction means, methods, techniques, sequences or procedures, or safety precautions or programs, in connection with the project, nor for any contractor's failure to construct the work in accordance with the applicable plans and specifications.

Should Consultant not be retained to provide construction-observation during the implementation of Consultant's plans, specifications, and confirmation-dependent recommendations, or should Client unduly restrict Consultant's assignment of observation personnel, Client shall, to the extent permitted by law, waive any claim against Consultant, and indemnify, defend, and hold Consultant harmless from any claim or liability for injury or loss arising from field problems

allegedly caused or aggravated by findings, conclusions, recommendations, plans, or specifications developed by Consultant.

10.0 UNANTICIPATED HAZARDOUS MATERIALS

- A. Hazardous Materials are contaminants regulated by a public authority, typically because they are known or suspected to jeopardize human health and safety, through exposure of some kind, e.g., contact, inhalation, ingestion, absorption, or radiation. Such materials are listed in various federal, state, and local statutes and regulations.
- B. If a Hazardous Material or condition is discovered by Consultant that had not been disclosed to Consultant prior to preparation of the Proposal, then, upon notification, Client and Consultant shall seek to determine an equitable adjustment (if any is possible) to be made to this Agreement. If the parties are unable to agree, this Agreement may be terminated with respect to the project in accordance with the termination provisions set forth herein.
- C. In the event that Hazardous Materials at the project site are discovered to be nonconforming to conditions expressly contemplated in writing for the scope of the Consultant's services, the Proposal will be modified in a manner to be agreed upon by Consultant and the Client, or, if modification acceptable to Consultant is not executed by Client, Consultant shall not be obligated to perform the services set forth in the Proposal with respect to such nonconforming materials. Hazardous Materials shall be considered nonconforming for the purposes of this Agreement if one or combinations of the following situations occur:
 - i. if the Hazardous Materials are not anticipated to exist at the site;
 - ii. if the Hazardous Materials are present in quantities not disclosed in, or anticipated by Consultant from, available information;
 - iii. if the Hazardous Materials have characteristics or properties not disclosed in, or anticipated by Consultant from, such information;
 - iv. if such undisclosed or unanticipated constituents, characteristics, properties, or quantities increase the risk of hazard to human health or the environment involved in the performance of the services under this Agreement.

The Client agrees to notify Consultant immediately if it becomes aware of any Hazardous Materials at the project site which are nonconforming.

- D. The Client shall pay Consultant on a time and materials basis for its efforts to aid the Client dealing with nonconforming materials which are outside the scope of services set forth in the Proposal.

11.0 INDEMNIFICATION FOR HAZARDOUS MATERIALS

Client agrees that Consultant has not contributed to the presence of hazardous wastes, oils, asbestos or other Hazardous Materials that may exist or be discovered in the future at the site and that Consultant does not assume any liability for the known or unknown presence of such materials.

In acknowledgment of the imbalance between Consultant's and Client's relative benefits and risks in connection with the project and the services, Client shall to the fullest extent permitted by law defend, indemnify, and hold harmless Consultant, its subconsultants, subcontractors, agents, and employees from and against any and all claims, damages, losses and expenses, including court costs and attorney's fees that result from the presence, failure to detect or from the actual, alleged, or threatened release, discharge, dispersal or escape of any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalies, chemicals, waste oils or other Hazardous Materials, including nonconforming Hazardous Materials. Client shall be liable for claims, damages, losses, and expenses including defense costs and attorney's fees, unless such claims, damages, losses and expenses are caused by Consultant's sole negligence.

12.0 DISPOSAL OF SAMPLES AND HAZARDOUS MATERIALS

Soil, water, rock and/or other samples obtained from the project site are the property of Client. Consultant may, at its own discretion, discard the samples thirty (30) days after completion of its initial report. Should any samples be found to

be contaminated by Hazardous Materials, it is Client's responsibility to arrange and pay for lawful disposal. If Client provides written instructions to retain such samples beyond the thirty (30) days, Consultant will arrange to store them. Client agrees to pay for storage and transport at Consultant's standard rate.

Consultant will not undertake any responsibility or liability for transport or disposal of hazardous or toxic substances either in samples obtained from the site, or in material generated during other site activities such as testing or remediation. Consultant will not, under any circumstances, sign manifests for such substances. Client agrees that Consultant is not a handler, generator, operator, treater, storer, transporter or disposer of toxic or hazardous substances found or identified at the site. Any manifests required for transport, treatment, storage and disposal of such substances will be signed by others in their own name.

13.0 STANDARD OF CARE

Consultant shall, in performing its services, exercise the same degree of skill and care ordinarily exercised under similar circumstances and conditions by practicing professionals undertaking similar services in the same locality at the same time. Subsequent standards will not be applied in judging Consultant's services. Client agrees that the services provided will be rendered without any warranty or guarantee, whether expressed or implied. Consultant will not be liable for the interpretation by others of data or information Consultant develops.

14.0 SUSPENSION OF WORK

Client may, at any time, by ten (10) days written notice, suspend further work by Consultant. Client shall remain fully liable for and shall promptly pay Consultant the full amount for services rendered to the effective date of suspension of services plus suspension charges. Suspension charges include the cost of putting documents and analyses in order, personnel and equipment rescheduling and assignment adjustments, and all other costs and charges directly attributable to suspension.

If payment of invoices by Client is not maintained on a thirty (30) day current basis, Consultant may, by providing a ten (10) day written notice to Client, suspend further work until payments are restored to a current basis. In the event that Consultant retains counsel to enforce overdue payments, the Client shall reimburse Consultant for all reasonable attorney's fees and court costs related to the enforcement of overdue payments. Client waives all claims against and shall indemnify and save Consultant harmless from any claim or liability resulting from suspension of the work due to non current payments.

15.0 DISPUTE RESOLUTION AND STATUTE OF LIMITATIONS

Client and Consultant shall endeavor to negotiate all claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement in good faith for a period of 30 days from the date of notice, prior to exercising their rights at law. If the parties fail to resolve the dispute within 30 days, all claims, disputes, and other matters will be submitted to non-binding mediation before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation, then: **(a)** Client assents to personal jurisdiction in the State of Vermont; and **(b)** The claim will be brought and tried in judicial jurisdiction of the court of Chittenden County and Client waives the right to remove the action to any other county or judicial jurisdiction.

Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

16.0 PUBLIC RESPONSIBILITY

Client acknowledges that Client or the site owner, as the case may be, is now and shall remain in control of the site for all purposes at all times. Except as required by law, Consultant does not undertake to report to any federal, state, county, or local public agencies having jurisdiction over the subject matter any conditions existing at the site from time to time that may present a potential danger to public health, safety, and the environment. Client agrees to notify each appropriate federal, state, county, and local public agency, as they may require, of the existence of any condition at the site that may present a potential danger to public health, safety, or the environment.

Notwithstanding the provisions of the foregoing, Consultant will, to the best of its knowledge, information, and belief, comply with subpoenas, judicial orders or government directives, and federal, state, county, and local laws, regulations and ordinances, and applicable codes regarding the reporting to the appropriate agencies of the findings with respect to potential dangers to public health, safety and the environment. Consultant shall have no liability or responsibility to Client or to any other person or entity for reports or disclosures made in accordance with such statutory or other lawful requirements. Client shall defend, indemnify, and hold Consultant harmless from and against any and all claims, demands, liabilities, and expense, including reasonable attorney's fees incurred by Consultant and arising directly or indirectly out of Consultant's reporting of such information under a bona fide belief or upon advice of counsel that such reporting or disclosure is required by law, except to the extent of Consultant's sole negligence.

17.0 FORCE MAJEURE

Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of government authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

18.0 SEVERABILITY AND SURVIVAL

Any element of this Agreement later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and Consultant will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Agreement allocating liability between Client and Consultant shall survive the completion of the services hereunder and the termination of this Agreement.

19.0 ASSIGNMENT

This Agreement, made up of Consultant's Proposal and these Terms and Conditions, cannot be modified orally, or by any course of conduct, and shall control over any inconsistent or contrary provisions in any proposal, contract form, purchase order or other document issued by Client. These Terms and Conditions shall survive the completion, or termination, of our services for this project. Consultant shall not delegate any duties, nor assign any rights or claims under this Agreement nor subcontract any part of the services authorized, without prior written consent of Client. Likewise, any assignment of Client's rights or claims under this Agreement requires Consultant's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

20.0 GOVERNING LAW

This Agreement is to be governed and enforced in accordance with the laws of the State of Vermont.

SANBORN, HEAD & ASSOCIATES, INC.

2024 Schedule of Fees

| | |
|-------------------------------------|----------------------|
| Executive/Principal | \$280 |
| Senior Associate | \$249 |
| Associate | \$224 |
| Senior Project Manager | \$192 |
| Project Manager | \$169 |
| Assistant Project Manager | \$160 |
| Senior Project Coordinator | \$160 |
| Senior Project Engineer/Geologist | \$150 |
| Project Engineer/Geologist | \$139 |
| Project Coordinator | \$132 |
| Engineer/Geologist | \$126 |
| Supervising Technician | \$111 |
| Senior Engineer Technician | \$107 |
| Engineer Technician | \$90 |
| Support Staff | \$88 |
| Technology and Communication Fee | 3% of Labor Billings |
| Subcontractors and Outside Services | List Price Plus 15% |
| Other Direct Expenses | Cost Plus 15% |

Hourly rates will be charged for time worked on the project and for the time required for travel between the office and the meeting or project site. Local travel will be at IRS allowed rates.

Overtime hours will be charged using the hourly rates listed above.

Expert witness testimony, including preparation time, and other special services such as corporate acquisition due diligence studies generally require a dedicated commitment of senior staff. Therefore, hourly billing rates for Principals and Associates providing these dedicated services will be charged at a rate of 150% of the above schedule.

Sanborn, Head & Associates, Inc. reserves the right to revise this Schedule of Fees every 12 months from the date of this Agreement.