

TOWN OF BOW

AGREEMENT FOR CONSULTANT ENGINEERING SERVICES With DuBOIS & KING, INC. For the Preliminary Design of a Water System Expansion to the Bow Junction / Bow Mills Area

THIS AGREEMENT is made this ____ day of September, 2020, by and between the Town of Bow, hereinafter referred to as the CLIENT, 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 CLIENT wishes to employ the CONSULTANT for the purpose of providing engineering design services for the water system expansion to the Bow Junction / Bow Mills Area 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 engineering design services as set forth in the CONSULTANT'S Scope of Services and Fee Estimate, 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 September ____, 2020 and shall be completed by May 31, 2021, unless otherwise amended in writing by the two parties.

3. THE AGREEMENT FEE

- A. General. The CLIENT 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 Scope of Work and Fee Estimate (Attachment B).
- B. Agreement Fee. The total amount to be paid to the CONSULTANT shall be made on a lump sum basis in accordance with the attached Fee Estimate with an estimate not to

exceed One Hundred Seventy-Three Thousand Eight Hundred Dollars and No Cents (\$173,800.00), unless otherwise amended in writing by the two parties.

4. PAYMENT PROCEDURES

Invoices shall be submitted to the Town of Bow, 10 Grandview Road, Bow, NH 03304, at an interval not to exceed once per month. The CLIENT agrees to pay the invoices within thirty (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: _____
Jeffrey W. Tucker, P.E.

Title: President/CEO

TOWN OF BOW

By: _____
David L. Stack

Title: Town Manager

**Scope of Services to Advance the Preliminary Design of a
Water System Expansion to the Bow Junction/Bow Mills Area**

August 9, 2020

D&K completed an engineering feasibility study in January 2020 which identified alternatives and costs for extending the existing limits of the municipal water system north to the Bow Junction and Bow Mills area. That study was funded by the MtBE Settlement Fund and was focused on addressing MtBE contamination of multiple water sources in that area through connections to the extended municipal water system. D&K met with the Bow Selectboard and Town Manager on January 21, 2020 to present the results of that study. The recommended water system extension alternative is briefly summarized as follows:

- Approximately 18,000 feet of 12-inch diameter water main from the limits of the existing municipal water system to the contaminated water systems in the northern sections of Bow, including multiple sleeved crossings of Interstate 93.
- An approximately 250,000-gallon atmospheric water storage tank on property owned by the State of NH, subject to confirmation of the availability of land at this location.
- Installation of control valves on the existing distribution system to allow the treatment plant to pump water to both the existing atmospheric storage tank and the proposed tank, with the intent of reusing the existing pumps.

The Town has requested that D&K expand the service area identified in the feasibility study to include the TIF District, and to advance the project through a preliminary design phase. Accordingly, D&K has identified the following tasks:

Task 1: Kickoff Meeting

Prior to the kickoff meeting, D&K will contact the MtBE Remediation Bureau to request a preliminary determination of whether this program is a potential funding source for the MtBE remediation aspects of this project.

D&K will initiate this phase of the project by attending a meeting with the Town to accomplish the following:

- Review the results of the previous study and to request formal approval from the Town for the recommended alternative, subject to additional evaluations to be completed as the preliminary design is advanced under this current phase of the project.
- Review the scope of services for this preliminary design phase.
- Review the boundaries of the TIF district and Town priorities for extending municipal water within these boundaries.
- Coordinate project funding options as currently understood.

Task 2: Prepare Basis for Final Design Summary

D&K will prepare an updated Basis for Final Design summary to include the following:

- Update the boundaries of the extended water service area based on MtBE remediation objectives and the limits and priorities of the TIF District.
- Update domestic average day and peak hour water use projections from the previous report to include projected demands within the TIF District. We will coordinate with the Town Drinking Water Protection Committee and/or other Town representatives to incorporate their input into the projection of water use for the entire service area.
- Establish needed fire flows within the service area based on coordination with the Fire Chief.
- Update the existing WaterCAD model to reflect the expanded service area to include the TIF District and updated water use and fire flow projections.
- Confirm new water storage tank volume based on the domestic and fire flow requirements, and minimum tank elevation to provide proper pressures under the flow conditions within the expanded service area.
- Coordinate with the Town to confirm the preferred tank location based on elevation, proximity to the service area, proximity to local roads and power, land ownership, environmental factors, and other considerations that may be identified. Attend a site visit with Town representatives to make a final decision on the preferred tank location. If the preferred tank location is not on Town-owned lands, D&K assumes that the Town will contact the landowner to discuss the need to either purchase the necessary area or enter into a long-term lease agreement. No historic preservation review is included at this time; if necessary, such review can be included in a subsequent phase of the design.
- For the purposes of this stage of the design, it is assumed the new water storage tank will be the same materials of construction as the existing water storage tank in Bow, which is a prestressed wire-wound concrete tank. A detailed evaluation of alternate tank materials of construction has not been provided at this time, but could be included in the next phase of final design if requested by the Town.
- Evaluate whether the existing pumps at the water treatment facility can be utilized to pump to the final storage tank location at the new system demand rate, or if new pumps will be required.
- Evaluate the location(s) in the distribution system where control valves will need to be located to provide proper pressure isolation and flow between the original (lower pressure) distribution system and the new (higher pressure) distribution system extension.
- Run the updated WaterCAD model to approximate water age within the extended water service area. Review available disinfection byproduct (DBP) testing results with NHDES and evaluate whether there are any DBP concerns with the additional water age associated with the expanded water system. At this time, it is assumed that DBP concerns will not be identified and no modification to the existing treatment facility will be required.

The above project components will be summarized in a Basis for Final Design document that will be forwarded to the Town and NHDES for review. D&K will attend a project coordination meeting to review the document, address review comments and finalize the document. The objective is to have a clearly established basis for the project and obtain concurrence from project parties prior to proceeding further with the preliminary design phase.

Task 3: Selected Topographic Survey and Base Map Preparation

D&K will review the limits of existing mapping along Route 3A previously provided by others. Based on the limits of the newly established service area and tank location, we will identify the limits of topographic survey required to advance the preliminary design phase. For purposes of preparing a budget for this task, we have estimated that survey of approximately 10,000 linear feet of the proposed distribution system alignment, and approximately 2-acres of a tank site location will require surveying. It is assumed that the 2-person survey crew will be able to survey approximately 1,000 linear feet per day, with additional time required for turnpike crossings, and one day for the tank site survey. If additional survey beyond this initial budget is necessary, it can be accomplished via an amendment or as part of a subsequent project phase.

D&K will also request available mapping from area utilities to be incorporated into the project basemap. Field verification of existing below-grade utilities has not been provided at this time.

Using the topographic information collected above and using other electronic mapping information that may be available, D&K will prepare a basemap of the project area that is suitable for preliminary design purposes. It is noted that additional survey efforts may be necessary in subsequent project steps depending on the final details of the project limits.

Task 4: Subsurface Investigations

Subsurface investigations are proposed for this phase of the project to evaluate:

- Subsurface conditions along the route of the proposed distribution system (such as the presence of shallow ledge) that may warrant adjustments to the proposed alignment and/or properly accounting for ledge excavation within the construction cost estimate.
- Soil conditions, groundwater depths, and ledge conditions at or near proposed turnpike crossing locations where directional and/or jack-and-bore crossings may be necessary.
- Soil conditions, groundwater depths, and ledge conditions at the proposed tank site.

D&K will prepare a draft exploration location plan showing proposed ledge probe and boring locations. The plan will be used to coordinate with local utilities, pre-mark the site, and notify Dig Safe. We have assumed that borings within the state right-of-way associated with the proposed Everett Turnpike crossings will not be necessary, so coordination with NHDOT and/or Bureau of Turnpikes and corresponding permitting have not been provided at this time. Initial borings will be obtained as close as practical to the potential turnpike crossings while remaining within existing road right-of-ways. It is noted that additional subsurface investigations specific

to these crossings may be necessary in subsequent project steps depending upon the initial boring results and the selected Turnpike crossing alignments.

D&K will have an on-site representative logging ledge probing and soil boring results and collecting soil samples for subsequent laboratory analysis to support the geotechnical evaluation. D&K has provided a budget for four days of ledge probes along the distribution system alignment, including three days of traffic control. Two days of subsurface exploration are budgeted at the selected tank site, and in proximity to the locations where the water main will cross under the Turnpike. An assumed allowance of \$2,200 for laboratory testing of soil samples has been included in the proposed budget. If additional subsurface exploration or testing beyond this initial budget is necessary, it could be accomplished via an amendment or as part of a subsequent project phase.

The results of the tank site subsurface investigation will be reviewed by D&K's senior geotechnical engineer, and a preliminary geotechnical evaluation memorandum for the preferred tank site will be prepared. Depths to ledge will be added to the site plans.

Task 5: Advance Preliminary Design

Using the basemap prepared in Task 3 and the Basis for Final Design information prepared in Task 2, D&K will initiate preparation of a set of preliminary plans which will include the following information:

- Title sheet.
- General location plan.
- Preliminary plan view routing of the new water main, including preliminary hydrant locations and air release valves. Pipe profiles will be advanced under subsequent project steps.
- Draft plans showing locations where easements or rights-of-way are expected to be needed.
- Point of connection to the existing distribution system and locations of control valves within the existing distribution system.
- Preliminary site plan for new storage tank showing tank size, assumed materials of construction, site access, point of connection to local power, and tank elevation with pump "on"/"off"/overflow elevations identified.
- Preliminary alignments and profiles of horizontal directional borings under the turnpike. It is assumed two crossings will be required. The profiles will be used to evaluate anticipated water main depths at each end of the crossing based on depths of existing utilities (information provided by others) and ledge (if encountered in Task 4).

Task 6: Wetland Review and Permitting Update

D&K's Certified Wetland Scientist will review available mapping and provide an initial field review of the preliminary pipe alignments and water storage tank location for the presence of potential wetlands within the project area. This initial information will be used to inform the

pipe alignments and tank location in an effort to avoid or reduce the potential for wetland impacts. A detailed delineation of wetlands and related permitting will be deferred to subsequent project steps.

Preliminary plans will be submitted to the following agencies for review and further discussion regarding permitting requirements.

- NHDOT (Excavation Permit and Use/Occupancy Permit will be needed)
- NHDES DWGWB (Water Extension Approval will be needed)
- Town of Bow (design approval will be needed)

As the plans are advanced to the preliminary stage, it is premature to prepare full permit applications. The intent of these submissions is to continue to coordinate with these permitting agencies regarding the status and direction of this project, and to keep the agencies involved as the design of the project is advancing so that when an actual permit application is submitted as part of a subsequent project step, the permitting agency will be very familiar with the project. Any comments from the permitting agencies will be incorporated into the design as it is advanced under subsequent project steps.

Task 7: Opinion of Probable Cost Update

Once the preliminary plans are completed, D&K will prepare an updated opinion of probable cost. This will include identifying pay items that are typical for a water system expansion project such as this, performing a quantity take-off to estimate the quantity associated with each pay item, and identifying a corresponding unit cost using in-house and other cost estimating resources. A contingency will be included to recognize the preliminary status of the design drawings.

Task 8: Project Summary – Funding, Regulatory, and Easements

The preliminary plans and Opinion of Costs will be submitted to the Town and NHDES for review. After addressing review comments, the updated plans and costs will be resubmitted, along with a summary memo describing the anticipated funding and financing considerations, applicable requirements from regulations, standards, and anticipated permits to be considered in the final design, and the easements and rights-of-way expected to be needed based on the proposed project alignment.

Schedule

D&K will complete the above services within 8 months of receipt of notice to proceed, unless delays are encountered which are beyond the control of D&K.

Fees

D&K will provide the above services in accordance with the following fee summary:

Task 1: Kickoff Meeting	\$ 3,400 LS
Task 2: Prepare Basis for Final Design Summary	\$ 40,200 LS
Task 3: Selected Topographic Survey and Base Map Preparation	\$ 36,900 LS
Task 4: Subsurface Investigations	\$ 35,900 budget (1)
Task 5: Advance Preliminary Design	\$ 29,700 LS
Task 6: Wetland Review and Permitting Update	\$ 8,300 LS
Task 7: Opinion of Probable Cost Update	\$ 6,500 LS
Task 8: Project Summary – Funding, Regulatory, and Easements	\$ 12,900 LS
	Total Fee
	\$173,800

(1) Budget includes \$15,280 for drilling contractor and \$2,200 for laboratory analysis of soils.

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%.

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If the Consultant's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, it is understood and agreed that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

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.

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 New Hampshire in connection with all matters arising out of this contract. The parties agree that the courts of the State of New Hampshire shall have exclusive jurisdiction over any legal proceeding arising out of this contract.

HR6(01-20)

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