DuBois & King inc.

July 7, 2025

Linn Caroleo
Administrative Assistant
Town of Richmond
203 Bridge Street
Richmond, VT 05477

Re: Emergency Watershed Program
Engineering Services Proposal

Dear Linn and Members of the Selection Committee,

DuBois & King is pleased to present the following proposal to assist the Town of Richmond, VT with completion of final engineering designs and to provide bid and construction phase services for five watershed protection projects. As a result of recent storms, the Town has been working with the US Department of Agriculture's Natural Resource Conservation Service (NRCS) through the Emergency Watershed Protection Program (EWP) to help respond to flood damages resulting in debris clogged waterways, unstable streambanks, and excessive erosion. D&K understands that preliminary Damage Survey Reports (DSRs) have been prepared for the five identified sites and the next steps include engineering design and implementation. The five project locations are identified as follows:

DSR Number	Project Location	Project Description
5042-006-034	1717 Hinesburg Road	Gravel Debris Removal and Riprap
5042-006-045	Jones Mill Road	Restore Channel Capacity
5042-006-050	2888 Dugway Road	Gravel Debris Removal
5042-006-051	240 Southview Drive	Streambank Protection
5042-006-052	328 Hillview Drive	Streambank Protection and Riprap

Our proposed Scope of Services is provided below and follows the tasks outlined in the previously issued Request for Proposals:

Task 1. Attend Project Kickoff Meeting
D&K will schedule and participate in a kickoff meeting at the Town office or other suitable location. The purpose will be to provide introductions, review the scope of work and schedule, discuss project objectives, identify relevant existing information, and agree on the geographic scope of the work.

D&K will also perform a site visit at each project location to identify anticipated impacts to known resources and consider them in our analysis including wetlands, rivers, streams, floodplains and

wildlife habitat. Resources within the vicinity of project areas will be identified through site visits, evaluation of available data, and coordination with the appropriate resource agencies.

Task 2: 90% Design
D&K will advance the previously prepared conceptual design based on comments and feedback received from the Town, NRCS, and the landowner. The 90% design plans will illustrate the information necessary to define the project, including stream and wetland impacts, construction limits, construction access, existing utilities, erosion and sediment pollution control measures, and environmentally sensitive features. D&K assumes that a base map will be created for each project location based on publically available LiDAR data. Since areas of significant erosion are anticipated since the time that the LiDAR data was acquired, D&K's survey crew will also complete approximately four stream cross sections at each project location. We have budgeted for 1-day per site for our 2 person survey crew to collect stream cross sections and other important site elevations and topographic data. An Opinion of Probable Construction Costs (OPCC) based on the 90% plans will be prepared and submitted to the Town and NRCS for review and concurrence.

D&K anticipates the 90% design plans for each site will consist of:

- Title Sheet
- Typical Sections
- General Notes
- Proposed Conditions Plan
- Cross Sections
- Detail Sheets
- Erosion Prevention and Sediment Control Plans/Detail

Task 3. Meet with Project Stakeholders
D&K will prepare for and actively participate in a meeting with the project stakeholders to discuss the investigation findings and preferred engineering design. Objectives of the meeting include informing the stakeholders of the project, getting local perspective on strategies, and gathering additional information about historic flood damages. Given the multiple and diverse project locations, D&K anticipates hosting a separate virtual stakeholder meeting for each project location.

Task 4. Operation and Maintenance Plans
As outlined in the RFP, D&K will prepare an Operation and Maintenance Plan for each project location. D&K will utilize standard NRCS templates and customize the plans to meet the individual project requirements.

Task 5: 100% Design Complete and Bid Phase Services
After receiving review comments on the 90% design D&K will incorporate revisions into 100% Design Plans along with an updated Opinion of Probable Construction Costs. These plans will incorporate final changes since the review and acceptance of 90% Plans. Upon approval from the Town and NRCS, these plans will be signed and stamped by D&K's licensed Professional Engineer.

Task 6: Submission of Permit Applications
D&K will prepare and submit permit applications that will be required to construct each of the projects. These may include local, state, or federal permits depending on town zoning, stream impacts, and natural resources affected by the project. Based on prior experience, the following permits may be required at the identified project locations:

- VTDEC Stream Alteration Permit
- VTDEC Wetlands General Permit
- VTDEC Section 401 Water Quality Certification
- US Army Corps of Engineers Section 404 Permit
- VTDEC Construction General Permit

D&K anticipates responding to one round of permitting agency comments on the application submittals. If, during the course of advancing the design, other permitting requirements are identified, we will bring it to your attention and provide additional permitting services under an amendment.

Task 7: Bid Phase Services
Once the Contract Plans are approved and sealed, D&K will assemble the Construction Bid Package. We will plan to utilize EJCDC Standard Bid Documents and NRCS Technical Specifications and will meet State or Federal contract requirements for construction projects. Bid documents will generally include, but are not limited to, the following items:

- Complete Contract (100%) plans
- Opinion of Probable Construction Costs
- Construction special provisions
- Necessary permits acquired and conditions noted
- Construction Contract specifications
- Bid Documents including instructions to bidders, bid form and required contracting documents.

D&K assumes the preparation of a single Bid Package that combines the proposed implementation of all five sites into a single document. Upon receiving the formal authorization to proceed to construction, D&K will support the Town during the bidding process by advertising the project, attending a pre-bid meeting, answering technical questions about the project design, preparing addenda and attending the bid opening. Once bids are opened, D&K will evaluate whether the required components of the bid have been submitted, conduct an analysis of the bids, and provide a recommendation for award of the contract. Once the Contractor is selected, D&K will prepare contract documents to be executed by and between the Town of Richmond and the Contractor.

Task 8: Construction Phase Services
D&K will provide construction phase services for this project as outlined below. These services include construction administration/management support by our Project Manager, and periodic construction observation by our Resident Project Representative (RPR). For the purposes of this proposal, D&K has assumed the following tasks will be performed:

Construction Administration
Throughout the construction duration, D&K will provide Construction Administration support as follows:

- Attend and participate in a project pre-construction meeting with representatives of the Town, NRCS, the Contractor, and other appropriate stakeholders.
- Review submittals for general conformance with the design plans and specifications, and provide the Contractor with a list of required submittals at the time of the pre-construction meeting. Submittals will be required for estimated work and payment schedules, and specified equipment and materials.
- Attend bi-weekly project meetings with representatives of Town, NRCS, and the Contractor (1 assumed per site).
- Participate in substantial and final completion review site visits and make recommendations for payment as set forth in the Contract Documents.
- Review contractor pay requests (1 assumed per site)

D&K assumes that Federal Wage Rate & Certified Payroll reviews are not required.

Construction Observation
Based on D&K's knowledge of this project, and our experience with similar projects, the project team has assumed a construction duration period of approximately 2 weeks per site. Of this total, D&K has assumed that an average of 8 hours-per-week will be needed to observe construction progress. Furthermore, D&K assumes multiple sites may be constructed simultaneously and the total duration of the construction observation period will be dependent on contractor schedule and capacity. A total of 80 hours (including travel) have been budgeted for construction observation. The RPR will:

- Provide horizontal and vertical control at each site for the contractor to stake out the project.
- Conduct on-site observations of the work to determine if it is in general accordance with the Contract Documents.
- Interpret the Contract Documents to address questions raised by the Contractor.
- Make recommendations regarding work not meeting the requirements of the Contract Documents.
- Witness equipment and material testing, and determine compliance with the Contract Documents.
- Prepare daily field reports to document progress to the D&K Project Manager for submission to the Town and NRCS.
- Review work quantities submitted for payment by the Contractor and make recommendations.
- Prepare work lists of items requiring completion or correction by the Contractor.
- Coordinate with the contractor to observe that all required testing is accomplished. Our RPR will monitor the work of the testing laboratory, and will confirm all materials testing is independent of the contractor. D&K has assumed all costs associated with testing will be

paid for by the landowner or by the contractor. We have not included any testing costs in our fees.

- The RPR will monitor the Contractor's schedule, staffing, quality of workmanship, and progress throughout the construction period and advise the Town and NRCS of deviations from the work schedule and the budget.

Task 9. Final Report

A final completion report will be prepared for the ten sites that includes a summary of the work performed, pre-and post-construction site photographs, daily field reports, as-built drawings, and a description of any deviations from the 100% design plans. The Final Report will be provided to the Town and NRCS.

Understandings and Exclusions

1. One combined site visit with the VTDEC District Wetlands Ecologist and River Management Engineer for stream and wetland verifications at each site will be conducted.
2. One pre-application site visit with the permitting agencies will be conducted.
3. It is assumed that an Act 250 Permit will not be needed at any of the identified sites.
4. If deemed necessary, it is assumed the Water Quality Certification will be conditionally approved with the US Army Corps Permit and no additional effort beyond the US Army Corps Permit application will be required for approval.
5. Detailed soil investigations/test pits/soil borings are not included.
6. D&K assumes that no detailed Hydrologic & Hydraulic analysis or modeling will be required.
7. D&K assumes that standard slope stabilization techniques will be sufficient at each project location and has not included the design of piles, concrete retaining walls, soil nails, ground improvements, etc. No geotechnical engineering services are included as part of our scope of work.
8. No slope stability modeling in included in our scope of services.
9. The project will be designed only one time and any major redesign work will be charged as additional services.
10. Permit application fees are not included.
11. The basis for establishing a duration and level-of-effort for construction phase services and a corresponding budget are identified above. In the event that this active construction period is revised for any reason, these fees may require adjustment.
12. D&K will be reimbursed for all actual RPR labor time on the project. If D&K anticipates required field observation time will exceed 80 hours in the budget, then D&K will advise the Town, but will continue to provide observation coverage and will invoice and be paid for any RPR time that exceeds 80 hours, unless directed by the Town in writing not to do so prior to expending the time.
13. Services of other consultants, if required, are not included.
14. D&K assumes a single pay request will be made by the Contractor for each project location.
15. Cultural Resource investigations are excluded from our scope of services
16. Detailed studies of threatened or endangered species and their habitat are not included.

17. Other design services not outlined above are not included.
18. Services due to changes in the scope of the project are not included.
19. Client understands D&K is being retained to perform emergency watershed and flood control/erosion services to stabilize identified locations of high risk streambank erosion impacts. D&K's emergency services can in no way predict what future acts of god and weather events may occur, and does not warranty these emergency services will assure protection from future damages and erosion in streambank channels and to impacted properties. Client agrees to indemnify Consultant to the fullest extent possible from any and all claims associated with future acts of god and natural disaster flooding events.

Professional Fees

D&K will conduct the above scope of services on a Lump Sum basis and in accordance with the included terms and conditions, which are hereby made a part of this agreement. We have estimated the fees for each of the project location as summarized below. A detailed breakdown of labor hours and staff assigned to the project is included as an attachment. D&K will invoice on a monthly basis.

DSR Number	Project Location	Lump Sum Fee
5042-006-034	1717 Hinesburg Road	$20,000
5042-006-045	Jones Mill Road	$15,000
5042-006-050	2888 Dugway Road	$12,000
5042-006-051	240 Southview Drive	$11,000
5042-006-052	328 Hillview Drive	$35,000
TOTAL		**$93,000**

Qualifications

Established in 1962, DuBois & King is a multidisciplinary consulting firm that provides planning, engineering, survey, and construction phase services to federal, state, and municipal clients throughout the Northeast. With offices in locations in Vermont, New Hampshire, Maine and New York, D&K is a 160-person, employee-owned C Corporation that provides planning, design, construction phase and engineering services in civil/site, water resources, transportation, mechanical, electrical, structural, water/wastewater, environmental documentation and permitting. DuBois & King offers in-depth technical expertise to perform detailed hydrologic and hydraulic analyses and design for a variety of in-stream improvements. Firm professionals are supported by a staff of specialists, including fluvial geomorphologists, hydrologic and hydraulic engineers, structural engineers, aquatic and terrestrial biologists, construction managers, registered land surveyors, and landscape architects, to provide comprehensive project services. D&K will serve as the primary contact and provide management and quality control of services for this project. D&K will manage delivery of services and coordination with the Town and NRCS.

D&K engineers are experienced in hydrologic, hydraulic, and geomorphic analyses, with an emphasis on the intersection between rivers and adjacent infrastructure. We have recent relevant experience in projects that include:

- Streambank stabilization to protect adjacent roads, utilities, and other infrastructure
- Bridge and culvert retrofit and replacement to improve flood resiliency
- Channel and floodplain restoration to reduce flood risk
- Stormwater drainage designs for flood resiliency
- Flood inundation and cost-benefit analysis
- Roadway redesign for erosion resistance
- Ice jam mitigation design, including structural and nonstructural solutions

D&K has assisted NRCS at multiple project locations throughout Vermont on wide variety of projects includes large watershed studies, Emergency Watershed Protection projects, structural agricultural practices and others. D&K recently completed a large slope stability EWP projects in Rockingham involving an 80 ft slope on sandy soils adjacent to the confluence of the Connecticut and Williams Rivers and along the New Haven River in Bristol. D&K has also provided flood resiliency assistance for the Vermont Agency of Transportation; projects have ranged from planning-level efforts down to site-specific transportation designs. Following Tropical Storm Irene, VTrans selected DuBois & King to assist with rebuilding scores of roadways and repairing and improving infrastructure. D&K staff served as VTrans representatives for sites in 23 communities, determining repair quantities/costs and evaluating repairs, including identifying codes and standards to be followed and possible hazard mitigation designs for affected facilities. Firm staff utilized FEMA knowledge and H&H skills to guide the design of repair plans as needed and developed standard flood resilient roadway embankment designs to be used around the state where rivers and roads intersected. Firm engineers employed at least a dozen different flood resiliency approaches dependent on the specific needs of each site and the interests of the community.

Key Personnel

Andrew Hoak, PE, PG, Project Manager/Senior Water Resource Engineer, is a hydrogeologist and civil engineer with 31 years of experience providing design and permitting assistance for water resources projects. He is thoroughly familiar with state and federal river management rules and procedures. Andy oversees hydraulic and hydrologic modeling, conceptual and final design, and construction phase services for dam rehabilitation and removal projects and provides senior-level review of design plans, permit applications, and technical specifications. Andy's specific experience encompasses dam rehabilitation and removal, slope and channel stability, hazardous materials mitigation, and stormwater. Andy has served as a senior civil engineer or project manager on a range of D&K's recent dam and river-related projects. **Role:** Andy will be responsible for providing proactive communication with the Town, managing the schedule and budget, and providing a quality assurance review of deliverables.

Christopher Rivet, PE, Civil Engineer, has 12 years of stormwater engineering experience. He has prepared designs, observed construction, and performed compliance requirements for projects that cover the current stormwater permitting programs. His design work includes a range of site development, renewable energy, and culvert projects. He has been involved with all aspects of stormwater mitigation, management, and drainage/discharge projects from stormwater calculations and projects, to MS4s, to stormwater runoff treatments, to BMPs. Chris has provided stormwater management and stormwater permitting for municipalities throughout VT and NH. **Role:** Chris will assist with preparing engineering designs and evaluating permitting needs.

Aimee Rutledge, PWS, CPESC, CPSWQ, Permitting Specialist/Field Naturalist, has 25 years of experience completing environmental work, including environmental assessments; wetland delineations and mitigation site design and monitoring; restoration design; ecological assessments; wildlife inventory and assessments; threatened and endangered species surveys; wetland functions and values assessments; and erosion and sediment control design and monitoring. Aimee is experienced in communicating with government, academic, and industry researchers and scientists, including attending meetings with third parties/clients and representing clients at public meetings and hearings. She has extensive knowledge and experience navigating the state and federal regulations and permits in Vermont, as well as New York and Rhode Island, and has established strong working relationships with the agencies and staff. **Role:** Aimee will provide permitting services and evaluate and identify natural resources throughout sites, including wetlands and RTE species.

Lukas DeSchepper, EI, Staff Engineer, has experience providing civil, environmental, and stormwater engineering, as well as field evaluation and permitting assistance. He has performed engineering services for state, municipal, private and public clients in Vermont and New Hampshire. Lukas has prepared renewal of stormwater discharge applications, and developed BMP alternatives and site drainage plans for several projects, including three-acre sites. He has performed feasibility analysis and calculations, developed conceptual site plans and details, prepared opinions of probable costs, and completed conceptual stormwater management reports. **Role:** Lukas will assist with drafting engineering designs.

Antonio Sanz, Jr., Senior Civil Technician, has 23 years of experience as a Design Technician and Resident Project Representative responsible for supporting water resource, civil, and transportation engineering assignments at D&K. These projects include resiliency, river and floodplain ecosystem restoration dam removal, dam rehabilitation, and bridge projects, including the Sanborn (Centre) Covered Bridge. **Role:** Antonio will provide field services, drafting and design, and will support report production.

ACCEPTANCE

This letter, along with our Contract Terms and Conditions will serve as our Agreement. If the Scope of Services outlined above is acceptable to you, please sign below and return a copy to DuBois & King. We appreciate the opportunity to work with you on this important project. If you have any

questions with regard to these services, please feel free reach me at ahoak@dubois-king.com or call me at (802)728-3376.

Sincerely,
DuBois & King, Inc.

Andrew T. Hoak, PE, PG
Project Manager

Attachment: Bid Form
Staff Resumes
Detailed Labor Hour Estimate
Standard Terms and Conditions

ACCEPTED AND AUTHORIZED TO PROCEED:

BY: _____

TITLE: _____

DATE: _____

BID FORM

Submit this page along with supporting documents as your complete bid proposal

Lump Sum Engineering Services for Jones Mill Road. $: 15,000

Lump Sum Engineering Services for 328 Hillview Road. $: 35,000

Lump Sum Engineering Services for 240 Southview Drive. $: 11,000

Lump Sum Engineering Services for 2888 Dugway Road. $: 12,000

Lump Sum Engineering Services for 1717 Hinesburg Road. $: 20,000

The Town of Richmond reserves the right to accept or reject any or all bids, or parts thereof, or to select the bid to be in the best interest of the Town.

Bid submitted by:

Contractor: DuBois & King, Inc.

Address: 28 North Main St. Randolph, VT 05060

Phone: (802)728-3376 E-mail: ahoak@dubois-king.com

Contractor Authorized Agent Signature: [signature]

Printed Name and Title: Andrew T. Hoak, PE, PG Director of Env. Services

Date bid Signed: 7/7/25

Years of Experience: 32

Andy Hoak, PE, PG

Project Manager

Education: M.S., Hydrogeology, Clemson University, 1994; B.A., Geology, Environmental Studies, Alfred University, 1993

Registrations: Professional Engineer: NY 101102, VT 8929; Professional Geologist: NH 388, NY 1131; Certified Wastewater Site Technician Type B: VT 487; Grade 2 Domestic Wastewater Operator: VT 1421; OSHA 40-Hour HAZWOPER Certificate; OSHA 8-Hour Supervisor Certificate; TSP-20-23000 NY, VT

Ice Jam Study, Coventry, VT. Project Manager for an evaluation of ice jamming conditions in the village center. The scope of work includes a topographic survey, collection of stream cross sections at known problem areas, and the creation of a HEC-RAS model to better understand hydraulic conditions. Responsible to lead development and evaluation of existing conditions and alternatives to mitigate ice jams; coordinate H&H modeling; and attend site visits and project meetings.

Flood Study, Weston, VT. Project Manager for a study to assess the hydraulic capacity on the West River from the intersection of VT 100 and Burton Road and to approximately 1,000 ft downstream of the Lawrence Hill Road Bridge. Completed a detailed H&H analysis of the potential flood reduction for various alternatives.

Flood Study of the Mad River Area, Central Vermont Regional Planning Commission, Waitsfield, Warren, and Moretown, VT. Water Resources Manager to provide technical review and oversight of a flood study of the Mad River, Thatcher Brook, and Graves Brook in the towns of Warren, Waitsfield, and Moretown. The project team developed high-quality hydraulic models of the subject streams using HEC-RAS software and generated inundation maps for flows ranging from the 10- to 500-year flood flows. The maps and models are to be used to identify the most vulnerable infrastructure, such as roads, bridges, culverts, utilities, homes, and businesses, guiding the development of flood mitigation actions. Services and deliverables included an extensive survey of river cross sections, miles of hydraulic modeling using HEC-RAS, plus 2D modeling of two vulnerable sites with complex hydraulic characteristics. The team prepared a summary report of mitigation actions and inundation mapping of the three most vulnerable sites per town. The project was funded through a CDBG grant. Provided technical review of final report. Prepared for and led public participation meetings.

Chelsea Village Flood Study, Two Rivers Ottauquechee Regional Commission, Chelsea, VT. Senior Civil Engineer responsible for the evaluation of structures spanning the First Branch of the White River in Chelsea's village center. Bridge opening dimensions and alignments restricted the passage of storm flows causing ice jamming contributing to repeated flooding. Supervised the project team while they prepared a geomorphic assessment of the river and evaluated the hydraulic capacity of the bridges to identify potential flooding mitigation measures. Observed the formation of frazil ice as flows followed a steep reach within Jail Brook before being deposited at nearby bridges due to a change in channel slope. Provided QA review of geomorphic assessment, hydraulic modeling, and mitigation recommendations. Attended and led a public meeting to discuss investigation findings.

Gunners Brook Flood Mitigation and Floodplain Restoration, Barre, VT. QA/QC Reviewer and Manager to review the design of in-stream flood mitigation structures and strategies. The analysis was completed using 2D modeling routines in HEC-RAS. D&K designed two in-stream woody debris collection racks to mitigate the potential for future debris jam events and damage to downstream structures; and stream channel and ecosystem restoration. *ACEC-VT Merit Award Winner.*

Allen Site Dam Watershed Rehabilitation Plan and Environmental Document, NRCS, Walpole, MA. Senior Geologist to provide oversight of geologic investigations and technical support for a project involving an NRCS-designed flood control dam. Developed a geologic description and performed a map

review to support development of a watershed plan, and identification of rehabilitation alternatives.

Jewell Brook Dams Watershed Rehabilitation Plan and Environmental Document, NRCS, Ludlow, VT. Senior Geologist to provide oversight of geologic investigations and technical support for four NRCS-designed flood control dams. Reviewed geologic conditions and participated in progress meetings to support development of a watershed plan and identification of rehabilitation alternatives. Reviewed final geologic/geotechnical report.

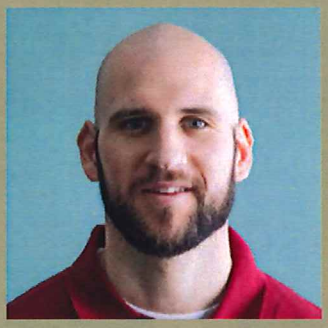
Imtec Lane Gully Stabilization & Restoration, Windham Regional Commission (WRC), Rockingham, VT. Project Director and QA/QC Reviewer for a slope stability project adjacent to Imtec Lane and the Sonnax Facility. The site is situated in a wooded commercial/industrial park and susceptible to significant erosion and incision due to physical and geologic conditions at the site, including steep slopes and sandy soil conditions. Project objectives include reducing erosion and sediment contribution to downstream reaches, stabilizing deep-seated slope movement and stream banks, and protecting utilities and private property within the project reach. D&K is engaged to perform an assessment and provide several design alternatives, including considering potential green infrastructure improvements. D&K's services include compiling relevant data; conducting site visits and stakeholder meetings, including VTDEC, VTrans, and USACE; developed and integrated up to three conceptual design alternatives; develop design through contract documents; provide a final report with an OPCC; and provide permitting assistance. Responsible to lead design and provide coordination with regulators.

Dog River Restoration and Drainage Design, Roxbury, VT. Senior Engineer responsible to review deliverables and meet with the town and VTDEC District Wetlands Ecologist to address maintenance requirements following the original project's construction. Site challenges and proposed project objectives include removal of sediment buildup in the river and drainage channels, maintenance equipment access, beaver dams, and permitting.

Gilman Road Reconstruction Project, Royalton, VT. Senior Engineer/Quality Control Review for the realignment of Gilman Road and flood resilient channel protection on the White River. Tropical Storm (TS) Irene caused significant erosion at the toe of the 80-ft-tall road embankment, which forms the south bank of the river. The slope is composed of fine material, which continuously erodes, threatening the roadway. Identified road alignment and river stabilization alternatives, and developed design. The selected alternative involved armoring the lower portion of the river bank and moving the road away from the river. Responsible for quality control review of final design and construction drawings, and construction phase assistance. *National Association of Development Organization (NADO) Excellence in Regional Transportation Award Winner.*

Perley Farm Road Reconstruction Project, Royalton, VT. Senior Engineer/Quality Control Review for the design of a road reconstruction and flood resilient channel protection on the White River. High river stages during TS Irene destroyed a 500-ft-long section of road, which ran along the north bank of the river. Project objectives included design of a road alignment to fit existing site conditions, and armoring the bank to improve flood resiliency. Responsible to review the design of the road alignment and bank stabilization and the performance of hydrologic and hydraulic evaluation related to river bank armoring.

Cold Spring Brook Park Dam Removal, Weston, VT. Project Manager responsible for overseeing for drafting, design, permitting, and H&H analyses of a dam removal and stream restoration project along Cold Spring Brook. The project involved designing new proposed channel alignment and gradient associated with the removal of a breached dam to improve park safety, natural habitat, and stream hydraulics. Served as a point of contact and as Engineer-of-Record and provided quality assurance review of deliverables.



Years of Experience: 14

Chris Rivet, PE

Civil Engineer

Education: B.S., Civil Engineering, Norwich University, 2010

Registrations: Professional Engineer: VT 109341

Flood Study, Athens, VT. Civil Engineer for a study that reviewed existing conditions and made recommendations to address flooding and erosion issues along Bull Creek at TH Bridge #8, which crosses Ober Hill Road and is at the end of its service life. Responsible to review H&H study, provide input on alternatives, attend on-site meetings, and oversee development of the OPCC.

Slope Stabilization and Stormwater Quality Improvements, Chroma Tech, Bellows Falls, VT. Project Engineer responsible for evaluation, design, and permitting services to stabilize a failed site embankment abutting a stream and improve onsite stormwater collection and treatment practices. The size of the slope experiencing failure is approximately 0.3 acres and the approximate size of the site is 12 acres. Responsible for stormwater tasks, including Operational Stormwater NOI and permit application, development of design, prepared OPCCs, coordination with VT DEC, attended project meetings, and bid and construction phase administration services.

Norwich Reservoir Dam Removal, Connecticut River Conservancy, Norwich, VT. Project Engineer responsible to review and draft plans for the removal of a municipally owned water supply dam that was no longer in use. The 16-ft-high concrete gravity dam was formerly a water supply dam and the impoundment silted into the dam's crest, forming a large wetlands complex in the former reservoir. The dam, which was classified as a Low-Hazard dam by the State of Vermont, was a complete obstruction to aquatic organism passage (AOP) with the potential to further damage water quality.

Cross Brothers Dam Removal, Vermont Natural Resources Council, Northfield, VT. Project Engineer for the preparation of 30% Design Plans for the removal of a concrete, run-of-the-river, 18-ft-high, gravity dam on the Dog River. The dam was used as part of the former mill building and the impoundment silted into the dam's crest. The dam, which is classified as a Low-Hazard dam by the State of Vermont, is a complete obstruction to aquatic organism passage and had the potential to further damage water quality. Responsible for QA/QC of plans and on-site sediment sampling.

Shoreline Erosion Control, WCCD, Lake Raponda, Wilmington, VT. Civil Engineer for a shoreline stabilization project. The town's public Green Mountain Beach eroded in multiple locations, including along the road to the beach access and at swimming areas and fishing spots, and was identified as a high-priority location for erosion control through a VT ANR Lake Wise assessment. With roads surrounding 75% of the lake, runoff impacts the shoreline and the water quality. D&K worked with the town, local stakeholders, VT ANR, and the Windham County Natural Resources Conservation District to identify improvements to the beach, including infiltration steps, grass pavers, dry stacked stone walls, plunge pools, stone toes, additional vegetation, and bioswale retrofits. The goals of the improvements included reduction of erosion as well as improved beach access by the public. Responsible for design and OPCC review.

Years of Experience: 1

Lukas De Schepper

Staff Engineer

Education: B.S., Environmental Engineering, University of Vermont, 2024

Certifications: VT Natural Shoreland Erosion Control Certification

Flood Scoping Study, Athens, VT. Staff Environmental Engineer for the development of a scoping study to address flooding and erosion issues along Bull Creek at TH Bridge #8. The stream is outside of its natural alignment, with two tributaries entering in the vicinity of the bridge through undersized culverts. Washouts and sedimentation of the roadway and damage to the adjacent buildings occur during heavy rain and high water events. Responsible to provide OPCCs for alternatives.

Ice Jam Study, Coventry, VT. Staff Environmental Engineer for the development of a study to evaluate ice jamming on the Black River near the village center. The study provides concept plans and an OPCC and identifies mitigation strategies to help alleviate the ice jamming conditions, including use of a debris rack, auxiliary culverts, and improved floodplain access.

Shoreline Erosion Control, WCCD, Lake Raponda, Wilmington, VT. Staff Engineer for a shoreline stabilization project. The town's public Green Mountain Beach eroded in multiple places, including along the road to the beach access and at swimming areas and fishing spots, and was identified as a high-priority location for erosion control through a VT ANR Lake Wise assessment. With roads surrounding 75% of the lake, runoff impacts the shoreline and the water quality. D&K worked with the town, local stakeholders, VT ANR, and the Windham County Natural Resources Conservation District to identify improvements to the beach, including infiltration steps, grass pavers, dry stacked stone walls, plunge pools, stone toes, additional vegetation, and bioswale retrofits. The goals of the improvements included reduction of erosion as well as improved beach access by the public. Responsible for drafting the OPCC.

Three-Acre Stormwater Study and Design, Green Schools Initiative, Spaulding High School, Barre, VT. Staff Environmental Engineer for a feasibility study and design of stormwater improvements to reduce stormwater runoff and pollution entering Lake Champlain and Lake Memphremagog from school grounds and to meet the state Three-Acre General Permit stormwater regulation. The project work incorporates green infrastructure practices and retrofits to stormwater systems. The projects will result in final design, construction cost estimates, and permit approvals in preparation for the construction phase of the Initiative. Efforts to date for this project include natural resource review coordination, permitting review, client and applicant coordination, and design and reporting review. Responsible for site visits and field reports.

NH 12A South Main Street Bridge over NH Railroad, Lebanon, NH. Staff Environmental Engineer for the replacement of a three-span, 145-ft-long steel stringer bridge that serves NH 12A at a skew with the railroad, immediately adjacent to the congested intersection with US 4. The project receives Municipal Off-system Bridge Replacement and Rehabilitation program (MOBRR) funds. Design includes new abutments using MSE walls with tiebacks and adjusts alignment by approximately ten feet to reduce the bridge span by approximately 60 feet. The project follows the New Hampshire Local Public Agency (LPA) process. Responsible for site mapping, drainage plans, and hydraulic modeling.

Town of Richmond
EWP - Engineering Services
Project No.:

DuBois & King inc.

Project Work Breakdown Structure	Trips	Labor Categories										Total Hours
		Sr. Project Principal	Principal/Director I	Sr. Project Manager III	Project Manager II	Sr. Project Manager I	Construction Inspector	Staff Engineer II	Staff Engineer I	Senior Designer II	Two-Person Survey Crew	
		Ashley	Hoak		Rutledge / Rivet		Sanz / Deschepper / Insinna / Toomey					
I. Project Kickoff												
A. Kickoff Meeting			2		2							4
B. Site Visits (5 sites)	1				6							6
II. 90% Engineering Design (5 sites)												
A. Topo Survey / Cross Sections	5							16			40	56
B. Basis of Design / Calculations			1		10			40				51
C. Engineering Design / Plans			1		10			40				51
D. OPCC			1		4			10				15
III. Stakeholder Meetings (5 sites)												
A. Meet with landowners - virtual/telecon meetings assumed					10							10
IV. Plan of Operations / Quality Assuarnce Plan / O&M Plans (5 sites)												
A. O&M Plans			1		2			10				13
V. 100% Engineering Design (5 sites)												
A. Revise Plans Based on Comments Received			1		4			20				25
B. Update OPCC			1		2			8				11
C. Technical Specifications			1		4			8				13
VI. Permitting (5 sites)												
A. VT DEC Stream Alteration			2		10			20				32
B. VT DEC Wetlands			2		20			40				62
C. USACE Section 404 Permit /VT DEC 401 Water Quality Certification			2		20			40				62
D. VT DEC Construction Stormwater - Low Risk assumed			2		10			20				32
VII. Bid Phase Services												
A. Prepare Bid Documents			2		8			16				26
B. Advertisement and Solicitation					4							4
C. Schedule and Facilitate Pre-Bid	1		1		4							5
D. Respond to Questions / Issue Addenda					2			2				4
E. Attend Bid Opening					2							2
F. Bid Evaluation			1		2			2				5
VIII. Construction Phase Services (5 sites)												
A. Construction Administration												
1 Pre-Construction Meeting	1		1		2							3
2 Submittal Review			1		4							5
3 Bi-Weekly Meetings (1 assumed/site)			1		8							9
4 Substantial and Final Completion Review	2		1		10							11
5 Pay Requests			1		8							9
B. Construction Observation												
1 On-site Observation (8hr/week/site x 2 weeks/site x 5 sites) - 80 hrs assumed	5							80				80
IX. Final Report (1 report for all 5 sites)												
A. Summary of Work Performed			1		4			8				13
B. Compile Daily Reports and Photographs								8				8
C. Record Drawings			1		4			20				25
	15											
Total Hours:		0	28	0	176	0	0	408	0	0	40	652

Direct Labor	Total Hours:	0	28	0	176	0	0	408	0	0	40	652
	Standard Rates	$250.00	$225.00	$210.00	$165.00	$180.00	$135.00	$120.00	$100.00	$130.00	$190.00	
	Cost:	$0	$6,300	$0	$29,040	$0	$0	$48,960	$0	$0	$7,600	$91,900

These are average pay rates for the given labor category. They should be adjusted for the projected work team. (Delete This)

Direct Expenses

I. Subsistence

Transportation	Vehicles	1,403	Miles @	$0.700	/ Mile =	$982
	Travel-Air / Ground / Parking Allowance =					$0
Meals:	Partial Per Diem		Days @	$44.25	/ Day =	$0
	Full Per Diem		Days @	$59.00	/ Day =	$0
Rooms & Lodging	Hotel		Days @	$96.00	/ Day =	$0

$982

II. Support Expenses

Telephone/Fax =
Postage =
Reproduction =
Copying =

$0

III. Subcontractors

Topo Survey & Resurvey
Hydrogeology Study

$0

IV. Miscellaneous Expenses

Computer Charges =
Plotting Charges =
Special Equipment =
Miscellaneous =

$0

$982
$118
$1,100

**** No Admin. Markup for VTRANS ****
(Delete this)

Cost Summary

Direct Labor Cost	$91,900	Total Labor Cost	$91,900
General & Administrative Cost		Fixed Fee	$0.00
		Direct Expenses	$1,100
Total Labor Cost	$91,900		
		Total Price	**$93,000**

These lines should not print

Fixed Fee %	0%
Direct Expense Administrative Fee %	12%

Project **Date**

SCHEDULE OF FEES AND CONTRACT CONDITIONS

	Hourly Rate
Senior Principal	$250.00
Principals/Director II	$225.00
Principals/Director I	$225.00
Senior Project Manager V	$275.00
Senior Project Manager IV	$235.00
Senior Project Manager III	$215.00
Senior Project Manager II	$205.00
Senior Project Manager I	$185.00
MEP Sr. Design Engineer	$180.00
Project Manager II	$165.00
Project Manager I	$158.00
Senior Project Engineer II	$145.00
Senior Project Engineer I	$140.00
Project Engineer II	$135.00
Project Engineer I	$130.00
Environmental Scientists/Field Naturalist I	$110.00
Environmental Scientists/Field Naturalist II	$120.00
Construction Inspector	$135.00
Landscape Architect I	$115.00
Landscape Architect II	$140.00
Landscape Designer/Planner	$105.00
Staff Engineer II	$120.00
Staff Engineer I	$105.00
Senior Designer II	$130.00
Senior Designer I	$110.00
Designers/Technicians	$90.00
Registered Land Surveyors	$165.00
Survey Party Chief	$130.00
Survey Technicians	$95.00
One-Person Survey Crew	$140.00
Two-Person Survey Crew	$190.00
Three-Person Survey Crew	$270.00
Administrative Support	$90.00

Notes:

1. **Expert Witness Assistance will be quoted separately.**
2. **DuBois & King, Inc., reserves the right to periodically modify the hourly billing rates detailed above at the sole discretion of DuBois & King, Inc., with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.**
3. **Overtime labor provided by non-exempt personnel will be invoiced at one and one-half (1.5) times the appropriate hourly rate as detailed above.**

REIMBURSABLE EXPENSES and OTHER DIRECT COSTS including, but not limited to, the following items will be invoiced at cost plus Administrative Fee of 12%:

1. **Transportation and subsistence expenses incurred.**
2. **Shipping charges and insurance for hardware, samples, field test equipment, etc.**
3. **Transportation to and from jobs.**
   a. **Internal Revenue Service standard mileage reimbursement rate for business travel.**
   b. **The use of rental cars, trucks, boats, airplanes or other means of transportation at our cost.**
4. **Reproduction of drawings, reports, and documents and photographs for project records.**
5. **Direct materials.**

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.; 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 the contractor's 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 within thirty (30) days. Interest of one and one-half percent (1.5%) per month will be payable on any amount not paid within thirty (30) days. Any attorneys' 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 that 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 attorneys' 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 attorneys' 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 attorneys' 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: In providing Opinions of Probable Construction Costs, the Client understands that DuBois & King, Inc., has no control over the cost or availability of labor, equipment or materials, or over competitive bidding or market conditions, or the contractor's methods of pricing, and, therefore, that our Opinions of Probable Construction Costs are made on the basis of our professional judgement and experience. DuBois & King, Inc., makes no warranty, expressed or implied, that the bids of the negotiated costs of the Work will not vary from the Opinion of Probable Construction Cost provided and does not guarantee the accuracy of our project or construction cost estimates as compared to contractor bids or actual cost to the Client. DuBois & King, Inc., is not providing professional estimating services, and actual pay items and material quantities also may vary from the pay items and quantities included in this Opinion of Probable Construction Costs.

NO ADVANTAGE FROM ERRORS OR OMMISSIONS IN CONTRACT DOCUMENTS: Neither the Client nor the Client's Contractor shall take advantage or be afforded any benefit as the result of apparent error(s) or omission(s) in the contract documents. If any party discovers errors(s) or omission(s), it shall immediately notify all the other parties.

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 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.