

AGREEMENT FOR ENGINEERING SERVICES
BY AND BETWEEN THE
TOWN OF GLOVER
AND
WESTON & SAMPSON ENGINEERS, INC.

THIS AGREEMENT is made this _____ day of November 2024, by and between the Town of Glover, Vermont, hereinafter called the OWNER and WESTON & SAMPSON ENGINEERS, INC., with offices at 98 South Main Street, Suite 2, Waterbury, Vermont 05676, hereinafter called the ENGINEER.

WITNESSETH, for the consideration hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE ENGINEER AND STANDARD OF CARE

- 1.1 THE OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to perform certain professional engineering services hereinafter described for the **Shadow Lake Dam Alternatives Analyses Study Project**, hereinafter called the PROJECT.
- 1.2 The ENGINEER's services shall be performed in a manner consistent with that degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The ENGINEER makes no other representations or warranties, whether expressed or implied, with respect to the services rendered hereunder.

ARTICLE 2 - SCOPE OF SERVICES

The ENGINEER will provide the following scope of services related to the PROJECT:

- 2.1 Information Review: The ENGINEER will review available information on Shadow Lake Dam provided by the OWNER and the Vermont Dam Safety Program (DSP).
- 2.2 Dam Observations: The ENGINEER will complete visual observations of the dam and document observed conditions. One (1) site visit is included.
- 2.3 Wetland Delineation: The ENGINEER will retain the services of a wetlands scientist subcontractor to delineate the extent of wetland resource areas along the upstream and downstream sides of the dam. Flags will be hung so that their locations can be included in the site survey. The delineation will be completed in accordance with the Vermont Department of Environmental Conservation (VTDEC) Wetland rules. This work will be completed during times of no snow or ice cover.
- 2.4 Survey and Base Plan: The ENGINEER will retain the services of a survey subcontractor to conduct a topographic survey at the dam and areas within 20 feet of the dam and create

a base plan of existing conditions. The plan will be suitable for use in developing plans for future dam permitting and design.

The survey will be tied into the North American Datum of 1988 (NAVD88) and the VT State Plane Coordinate System using GPS-based technology. Two (2) temporary survey benchmarks will be established. Property line surveying is not included. This work will be completed during times of no snow or ice cover.

- 2.5 Subsurface Explorations: The ENGINEER will retain the services of a drilling subcontractor to complete up to two (2) borings at the dam to depths up to 30 feet or refusal, whichever is encountered first. Rock coring and groundwater monitoring well installation are not planned. It is assumed that the borings can be completed in one (1) day. It is also assumed that the OWNER will provide access and right of entry for the borings and access improvements are not needed. The ENGINEER will observe the borings in the field, locate the borings based on taped distances from existing features (not surveyed), and will prepare boring logs.

The drilling subcontractor will contact DIGSAFE to mark below-grade public utilities following marking of boring locations. As this service is limited to public utilities, we will need the OWNER to mark all private utilities in the boring areas. The ENGINEER does not accept any responsibility for disruptions to underground structures or utilities that have not been marked or have been marked incorrectly. The service of a private utility locator and/or vacuum rig can be provided for an additional cost.

The borings will be backfilled with concrete or bentonite chips. Restoration of areas disturbed as a result of our fieldwork beyond backfilling is not included. Excess drill cuttings will be disposed on-site. Permits, bonds, environmental services, special drilling methods, decontamination, off-site cutting/soil disposal, police details, and snow clearing are not included.

- 2.6 Hydrologic & Hydraulic Analyses: The ENGINEER will use existing hydrologic & hydraulic (H&H) models developed by Dubois & King, Inc. (D&K) and provided to the ENGINEER, as a starting point, to evaluate up to five (5) spillway and/or dam modification alternatives that would allow the dam to safely pass the design storm event with the required freeboard (1.5 feet) and without increasing downstream flooding hazards.

Given the steep terrain and relative lack of significant floodplain storage, in conceptualizing and evaluating alternatives, it is assumed that downstream hazards are not increased if peak discharge from the dam is not increased above and beyond existing conditions during any design storm event. The ENGINEER will evaluate those hazards based on critical elevations identified for each structure in the D&K H&H models. It is assumed that downstream survey additional to that included in the D&K H&H models is not required. It is also assumed that the D&K HEC-HMS and HEC-RAS models will be available in full to the ENGINEER and that these models were developed in a manner consistent with the Vermont DSP requirements and professional standards.

- 2.7 Engineering Analyses: The ENGINEER will evaluate data collected during the field activities described above and conduct engineering analyses to assess the dam's existing embankment stability and seepage conditions. These analyses will be used to support dam rehabilitation alternatives, including the need for any drainage/seepage collection systems and/or structural improvements.
- 2.8 Alternatives Analyses and Conceptual Design: The ENGINEER will identify and evaluate alternatives for dam rehabilitation and prepare conceptual designs of the recommended alternatives with estimated range of construction costs for review by and discussion with the OWNER. The ENGINEER will attend up to one (1) remote meeting with the OWNER to discuss the alternatives. It is anticipated that the conceptual designs will include sketches illustrating soil embankment repair and modifications, stone masonry repair options, as well as identification of other repair requirements and permitting issues that may affect the cost of, and approach to final design, permitting, and construction.
- 2.9 Report Preparation: The ENGINEER will document the results of the fieldwork, analyses, and conceptual designs in an Alternatives Analyses Report. The report will be submitted to the OWNER in draft form for discussion of the alternatives analyses, conceptual design, and anticipated schedule and costs for completing final design, permitting, and construction. The ENGINEER will finalize the report following input from the OWNER.

ARTICLE 3 - RESPONSIBILITIES OF THE OWNER

The OWNER, without cost to the ENGINEER, shall do the following in a timely manner so as not to delay the services of the ENGINEER:

- 3.1 Designate in writing a person to act as the OWNER 's representative with respect to work to be performed under this AGREEMENT, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER'S policies and decisions with respect to materials, equipment elements and systems pertinent to the work covered by this AGREEMENT.
- 3.2 Through its officials and other employees who have knowledge of pertinent conditions, confer with the ENGINEER regarding both general and special considerations relating to the PROJECT.
- 3.3 Assist the ENGINEER by placing at the disposal of the ENGINEER, all available information pertinent to the PROJECT including previous reports, the D&K H&H model, and any other data relative to design or construction of the PROJECT.
- 3.4 Pay all application and permit fees associated with approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.

- 3.5 Arrange for access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform its work under this AGREEMENT.
- 3.6 Furnish the ENGINEER all needed property, boundary and right-of-way maps.
- 3.7 Cooperate with and assist the ENGINEER in all additional work that is mutually agreed upon.
- 3.8 Pay the ENGINEER for work performed in accordance with the terms specified herein.
- 3.9 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, which OWNER will require to be included in the Contract Documents.
- 3.10 Examine all studies, reports, sketches, Drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants, as OWNER deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 3.11 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect or non-conformance of the work of any Contractor(s).
- 3.12 Submit to ENGINEER the proposed language of certifications, affidavits and/or assignments requested of ENGINEER or ENGINEER's independent contractors and consultants for review and approval at least 14 days prior to execution. OWNER shall not request certifications and/or affidavits that would require expertise, knowledge or services beyond the scope of this AGREEMENT.

ARTICLE 4 - TIME OF PROJECT

- 4.1 The ENGINEER will initiate work under this AGREEMENT following formal acceptance of this AGREEMENT by the OWNER. The ENGINEER agrees to provide services for the estimated duration of work, starting within one day of signing this AGREEMENT and concluding within 270 days.
- 4.2 If the specific periods of time for services provided under this AGREEMENT are changed through no fault of the ENGINEER, the rates and compensation provided for herein shall be subject to equitable adjustment.

- 4.3 If ENGINEER's services are delayed or suspended in whole or in part by the OWNER for more than three months through no fault of the ENGINEER, ENGINEER shall be entitled to an equitable adjustment of the rates and compensation to be paid herein.

ARTICLE 5 - PAYMENTS TO THE ENGINEER

- 5.1 For services performed under this AGREEMENT and described in Article 2 of this AGREEMENT, the OWNER agrees to pay the ENGINEER a not to exceed lump sum fee of \$69,500.

Fees shall be billed monthly as they accrue based upon the services performed as a percent of the lump sum fee. The OWNER agrees to make payments to the ENGINEER within thirty (30) days of the invoice date.

- 5.2 If the OWNER fails to make any payment due the ENGINEER for services and expenses within thirty (30) days after receipt of the ENGINEER'S statement therefore, the ENGINEER may, after giving seven (7) days' written notice to the OWNER, suspend services under this AGREEMENT. Unless the ENGINEER receives payment within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the ENGINEER shall have no liability to the OWNER for delay or damage caused the OWNER because of such suspension of services.

ARTICLE 6 - INSURANCE

- 6.1 General Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, the following General Liability Insurance policy or policies at no cost to the OWNER. With respect to the operations the ENGINEER performs, the ENGINEER shall carry Commercial General Liability Insurance for bodily injury, death, and property damage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

- 6.2 Automobile Liability Insurance

The ENGINEER shall secure and maintain, for the duration of this PROJECT, Automobile Liability Insurance covering the operation of all motor vehicles, including those hired or borrowed, used by the ENGINEER in connection with this AGREEMENT, in the amount of \$1,000,000 combined single limit per accident.

- 6.3 Umbrella Liability Insurance

In addition to the above-mentioned coverage, the ENGINEER shall carry a minimum of Ten Million Dollar (\$10,000,000) umbrella liability policy for the duration of the PROJECT.

6.4 Professional Services Liability Insurance

The ENGINEER shall secure, at its own expense, a Professional Services Liability Insurance policy with a limit of \$3,000,000 per claim and in the aggregate and maintain such policy for the duration of the PROJECT.

6.5 Workers Compensation Coverage

6.5.1 The ENGINEER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of Vermont.

6.5.2 The OWNER shall maintain statutory Worker's Compensation insurance coverage for all of its employees at the PROJECT as required by the State of Vermont.

6.6 Additional Insured

OWNER shall be named an additional insured for insurance coverage included in Articles 6.1, 6.2 and 6.3 only.

ARTICLE 7 - LIMITATION OF LIABILITY AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, the total liability in the aggregate, of the ENGINEER and its officers, directors, employees, agents, and independent professional associates, and any of them, to the OWNER and any one claiming by, through or under the OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the ENGINEER'S services, the project, or this AGREEMENT, from any cause or causes whatsoever, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, misrepresentation, or breach of warranty of ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them, shall not exceed the total amount recoverable from the available limits of the insurance identified in Article 6. The ENGINEER shall have no upfront duty to defend the OWNER but shall reimburse defense costs of the OWNER to the same extent of its indemnity obligation herein.

7.2 To the fullest extent permitted by law, and subject to the limitation of liability set forth in 7.1, the ENGINEER agrees to indemnify and hold harmless the OWNER and its officers, directors, employees, agents, and independent professional associates, and any of them, from any claims, losses, damages or expense (including reasonable attorneys' fees) arising out of the death of, injuries, or damages to any person, or damage or destruction of any property, in connection with the ENGINEER'S services under this AGREEMENT to the extent caused by the negligent acts, errors, or omissions of the ENGINEER or its officers, directors, employees, agents or independent professional associates, or any of them.

ARTICLE 8 - EXTENSION OF SERVICES

8.1 Additional Work

In the event the ENGINEER, as requested by the OWNER, is to make investigations or reports on matters not covered by this AGREEMENT, or is to perform other services not included herein, additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

8.2 Changes in Work

The OWNER, from time to time, may require changes or extensions in the Scope of Services to be performed hereunder. Such changes or extensions, including any increase or decrease in the amount of compensation, to be mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated into written amendments to this AGREEMENT.

8.3 Litigation Support Services

In the event the ENGINEER is to prepare for or appear in any litigation on behalf of the OWNER, additional compensation shall be paid the ENGINEER.

The OWNER agrees to compensate the ENGINEER for time spent and expenses incurred in preparation for and attendance at meetings and appearances, including depositions. This shall include appearances before the OWNER'S attorney and before the attorney of any other party to the litigation, in addition to all other support services as requested by the OWNER. Additional compensation shall be paid the ENGINEER as is mutually agreed upon by and between the OWNER and the ENGINEER. Such services shall be incorporated into written amendments to this AGREEMENT, or into a new written AGREEMENT.

8.4 Hazardous Materials Encountered

If, in the performance of the work, hazardous materials are encountered and are judged by the ENGINEER to be an imminent threat to on-site personnel and/or the general public, the ENGINEER shall inform the Local and State Emergency Personnel of the release. The OWNER agrees to compensate the ENGINEER for any time spent or expenses incurred by the ENGINEER to mitigate the threat, in accordance with the ENGINEER'S prevailing fee schedule and expense reimbursement policy. Such services shall be incorporated into written amendments to this AGREEMENT or into a new written AGREEMENT.

ARTICLE 9 - OWNERSHIP AND USE OF DOCUMENTS

9.1 Use of Documents

- 9.1.1 All Documents are instruments of service in respect to this PROJECT, and the ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER) whether or not the PROJECT is completed. The OWNER shall also have such applicable ownership and property interests as long as the OWNER has paid for services.
- 9.1.2 Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by the ENGINEER to the OWNER are only for convenience of the OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- 9.1.3 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. The party delivering the electronic files will correct any errors detected within the 60-day acceptance period. The ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by the OWNER.
- 9.1.4 When transferring documents in electronic media format, the ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the ENGINEER at the beginning of this PROJECT.
- 9.1.5 The OWNER may make and retain copies of Documents for information and reference in connection with use on the PROJECT by the OWNER. Such Documents are not intended or represented to be suitable for reuse by the OWNER or others on extensions of the PROJECT or on any other project. Any such reuse or modification without written verification or adaptation by the ENGINEER, as appropriate for the specific purpose intended, will be at the OWNER's sole risk and without liability or legal exposure to the ENGINEER or to the ENGINEER's Consultants. The OWNER shall indemnify and hold harmless the ENGINEER and the ENGINEER's Consultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom.
- 9.1.6 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

- 9.1.7 Any verification or adaptation of the Documents for extensions of the PROJECT or for any other project will entitle the ENGINEER to further compensation at rates to be agreed upon by the OWNER and the ENGINEER.

ARTICLE 10 – TERMINATION

- 10.1 The obligation to provide further services under this AGREEMENT may be terminated by either party upon thirty (30) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
- 10.2 If the PROJECT is suspended or abandoned in whole or in part for more than three (3) months, the ENGINEER shall be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with other direct costs then due and all Termination Expenses as defined in Article 10.4. If the PROJECT is resumed after being suspended for more than three (3) months, the ENGINEER'S compensation shall be equitably adjusted.
- 10.3 In the event of termination by the OWNER under Article 10.1, the ENGINEER shall be paid for all unpaid services and unpaid other direct costs incurred to the date of receipt of written notice of termination, including sub-consultants, and for the services necessary to affect termination, in accordance with the provisions of Article 5 of this AGREEMENT.
- 10.4 In the event of termination by the ENGINEER under Article 10.1, or termination by the OWNER for the OWNER'S convenience, the ENGINEER shall be paid for all unpaid services and unpaid other direct costs incurred to the date of receipt of written notice of termination, including sub-consultants, for the services necessary to affect termination, plus termination expenses. Payment for services will be in accordance with the provisions of Article 5 of this AGREEMENT. Termination expenses means additional costs of services directly attributable to termination, which shall include an additional amount computed as the costs the ENGINEER reasonably incurs relating to commitments, which had become firm before the termination.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Precedence

The terms and conditions in this AGREEMENT shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding the ENGINEER'S services.

11.2 Severability

If any of the terms and conditions in this AGREEMENT shall be finally determined to be invalid or unenforceable in whole or part, the remaining provisions hereof shall remain in

full force and effect and be binding upon the parties hereto. The parties agree to reform this AGREEMENT to replace any such invalid or unenforceable provision with a valid enforceable provision that comes as close as possible to the intention of the stricken provision.

11.3 Mediation

All claims, disputes or controversies arising between the OWNER and the ENGINEER shall be submitted to non-binding mediation prior to and as a condition precedent to the commencement of any litigation between those parties. The American Arbitration Association, or such other person or mediation service shall conduct the non-binding mediation as the parties mutually agree upon. The party seeking to initiate mediation shall do so by submitting a formal written request to the other party to this AGREEMENT and the American Arbitration Association or such other person or mediation service as the parties mutually agree upon. The costs of mediation shall be borne equally by the parties. All statements of any nature made in connection with the non-binding mediation shall be privileged and will be inadmissible in any subsequent court or other proceeding involving or relating to the same claim. The parties may engage in remote mediation if in-person mediation is not possible or practicable, or if mutually agreed upon between the parties.

11.4 Subrogation

To the extent permitted by the party's respective insurance requirements and permitted by law, the OWNER and the ENGINEER waive all subrogation rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance in effect whether during or after the PROJECT. The OWNER and the ENGINEER shall each use their best efforts to require similar waivers from their contractors, consultants and agents.

11.5 Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty.

11.6 Sole Remedy

Notwithstanding anything to the contrary contained herein, the OWNER and the ENGINEER agree that their sole and exclusive claim, demand, suit, judgment or remedy

against each other shall be asserted against each other's corporate entity and not against each other's shareholders, A/E's, directors, officers or employees.

11.7 Third Party Obligations

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 OWNER or the ENGINEER.

11.8 Statute of Limitations

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to acts occurring after Substantial Completion. In no event shall such statutes of limitations commence to run any later than the date when the ENGINEER's services are substantially completed.

11.9 Engineer's Liability for Construction Contract Award Recommendations

In consideration of the ENGINEER'S performance of its obligation to review and evaluate the various bidders and bid submissions and to make recommendations to the OWNER regarding the award of the construction contract, the OWNER agrees to hold harmless and indemnify the ENGINEER for all costs, expenses, damages and attorneys' fees (the "indemnification obligations") which are incurred by the ENGINEER as a result of any claims, allegations, administrative or court proceedings, arising out of or relating to any bid protest or such other action taken by any person or entity with respect to the review and evaluation of the bidders and bid submissions and/or recommendations concerning the award of the construction contract. Although this paragraph shall not apply in circumstances in which the ENGINEER is finally adjudicated by a court to have actually engaged in intentional and willful conduct without any legitimate justification, privilege or immunity, the OWNER shall be obligated to indemnify the ENGINEER for all such indemnification obligations incurred by the ENGINEER until any such final adjudication has been made by a court of competent jurisdiction.

11.10 Limitation of Engineer's Responsibilities During Construction

The ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), or of any subcontractor(s) or supplier(s), or any of Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing Contractor(s)' work.

11.11 Engineer Not Responsible for Accuracy of Contractor-Supplied Information Used in Record Drawings

The ENGINEER shall not be responsible for any errors in or omissions in the information provided by Contractor that is incorporated in the record drawings or other record documents. The ENGINEER shall not check the Contractor's record drawings information unless included in the scope of the ENGINEER's services contained in Article 2, and then the ENGINEER will only be responsible for checking what is not hidden from view, except specifically in the case of evaluating the structural integrity of the overlook, adjacent concrete pads, and point of repair tie-in with adjacent river walls to the extent that such evaluation is required as part of the repair assessment and corrective action design.

11.12 Opinions of Probable Construction Cost

The ENGINEER makes opinions of probable costs using its best judgement as an experienced and qualified professional engineer generally familiar with the construction industry. The ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or the Contractor's methods of determining prices, or competitive bidding or market conditions or when the Project will be constructed. The ENGINEER cannot and does not guarantee that Contractor's bids or actual construction costs will not vary from opinions of probable construction cost prepared by the ENGINEER. If the OWNER desires greater assurance as to probable construction cost, the OWNER shall employ an independent cost estimator.

11.13 Changed Conditions

If concealed or unknown conditions that affect the performances of the services are encountered, that are not ordinarily found to exist or that differ materially from those generally recognized as inherent in the services of the character provided for under this AGREEMENT or which could not have reasonably been anticipated, notice by the observing party shall be promptly given to the other party and, if possible before the conditions are disturbed. If the ENGINEER makes the claim, the ENGINEER's schedule and compensation shall be equitably adjusted to reflect additions that result from such changed conditions.

11.14 Force Majeure

If delays or failures of performance of the ENGINEER are caused by occurrences beyond the reasonable control of the ENGINEER, the ENGINEER shall not be in default of this AGREEMENT. Said occurrences shall include Acts of God or the public enemy; expropriation or confiscation; compliance with any quarantine or other order of any governmental authority; pandemic; epidemic; public health crisis; labor or materials shortage; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots, strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; the OWNER's failure to provide data in the OWNER's possession or provide necessary comments in connection with any

required reports prepared by the ENGINEER, or any other causes which are beyond the reasonable control of the ENGINEER. The ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and the ENGINEER shall be compensated for all costs incurred in connection with or arising from a force majeure event or in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

ARTICLE 12 – DISCLOSURE RIGHTS

12.1 The OWNER agrees the ENGINEER has the authority to use its name as a client and a general description of the project as a reference for other prospective clients.

ARTICLE 13 – NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address that appears below, and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

Notices shall be provided to:

Owner:	Town of Glover	Engineer:	Weston & Sampson Engineers, Inc.
Name:	Thersea Perron	Name:	Thomas J Strike, PE
Title:	Town Administrator	Title:	Team Leader
Address:	51 Bean Hill Road Glover, VT 05839	Address:	150 Dow Street, Tower 4, Suite 350 Manchester, NH 03101

ARTICLE 14 – CONTROLLING LAW

This Agreement is to be governed by the law of the State of Vermont.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

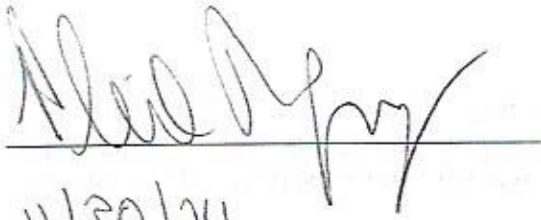
ACCEPTED FOR:

TOWN OF GLOVER

WESTON & SAMPSON ENGINEERS, INC.

By: Town Administrator

By: John A Figurelli, PG, LEP
Vice President



11/30/24

DATE



11/25/2024

DATE