Agenda Item IV.7

GREEN MOUNTAIN ENGINEERING, INC.

P.O. Box 159
1438 South Brownell Road
Williston, VT 05495-7274
(802) 862-5590 (Fax) 862-7598

April 24, 2020

Ms. Valerie Capels, Town Adminstrator
Town of Bristol
P.O. Box 249
Bristol, VT 05443

RE: Agreement for Professional Engineering Services
Site Planning and Engineering – Stoney Hill Properties Infrastructure Project, Bristol, VT
GME Project No. 30-009

Dear Valerie and Select Board Members;

This letter is written pursuant to your (CLIENT) request for Green Mountain Engineering, Inc. (CONSULTANT) to provide professional Engineering services as outlined below. It is to be considered an AGREEMENT when executed and witnessed by the CLIENT.

SCOPE OF SERVICES

Professional services are to be performed by the CONSULTANT as detailed in Attachment No. 1 of this AGREEMENT. The CLIENT may, from time to time, request changes in the scope of services of the CONSULTANT to be performed hereunder. Such changes, including any increase or decrease in the amount of the CONSULTANT'S compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT shall be incorporated into this AGREEMENT by written amendments signed by both parties.

BASIS OF COMPENSATION

The CLIENT agrees to compensate the CONSULTANT as follows:

For services as outlined in Attachment No.1, CLIENT shall pay the CONSULTANT an Hourly Fee based on the hours expended in the interest of the project time based on the Billing Rates per Attachment No. 2, plus Reimbursable Expenses for a total *estimated* cost of One Hundred Forty Thousand Nine Hundred Forty Five Dollars ($140,945.00). The Scope of Services includes review of existing site and constraints, site design, planning and permitting and construction phase services.

Description	Fee
I. Final Design Phase	
A. Engineering & Design	$ 28,460.00
II. Permitting Assistance	
A. Local Permitting	$ 8,240.00
B. ACT 250 Assistance	$ 7,250.00
C. Water/Wastewater	$ 8,100.00

	D. Stormwater	$ 18,045.00
III.	Bid & Construction Phase	
	A. Bid Phase Services	$ 4,800.00
	B. Basic Services	$ 7,500.00
	C. Resident Representative Services	$..56,900.00
	D. Record Drawings	$ 1,650.00
	Total	**$140,945.00 (Estimated)**

It is understood that the CONSULTANT'S billing rates, per Attachment No. 2, shall be adjusted annually in January, and that the services provided under this AGREEMENT shall use the current rates at the time that the work is performed.

TERMS AND CONDITIONS:

Refer to Attachment No. 3 for the terms and conditions that govern this AGREEMENT.

If this AGREEMENT is not executed within sixty (60) days of the date on Page 1, it may be subject to renegotiation.

If this AGREEMENT is acceptable, please sign both copies and return one (1) executed copy to our office, to confirm our agreement. We are pleased to have the opportunity to be of service.

Respectfully,
GREEN MOUNTAIN ENGINEERING, INC.

Alan Huizenga, P.E.
President

ACKNOWLEDGMENT

Town of Bristol, Vermont hereby acknowledges this to be an AGREEMENT and agrees to the conditions as stated. You are hereby directed to proceed with the Scope of Services.

Town of Bristol, Vermont hereby acknowledges that they have the financial resources and intend to pay for services rendered in accordance with the conditions as stated herein and acknowledge that invoices will be paid in full within thirty (30) days of billing.

Town of Bristol, Vermont warrants that the signature below represents the CLIENT's AUTHORIZED REPRESENTATIVE and possesses the full legal authority to execute this AGREEMENT on behalf of CLIENT.

TOWN OF BRISTOL

_____

Signature: Date

_____

Witness to Signature

Executed in Duplicate

TOWN OF BRISTOL
SITE PLANNING & ENGINEERING – STONEY HILL PROPERTIES INFRASTRUCTURE PROJECT IN BRISTOL, VERMONT

ATTACHMENT NO. 1

SCOPE OF SERVICES

The CONSULTANT will perform the following services as required for the site design and engineering of a commercial development project and related municipal infrastructure for Stoney Hill Properties on a parcel located in Bristol, Vermont, and will assist with obtaining or amending necessary permits and provide construction phase services for the project, as described below.

I. ENGINEERING & DESIGN

A. PROJECT MANAGEMENT / CLIENT MEETINGS

The CONSULTANT will meet with the CLIENT as needed to coordinate project tasks and will track the project budget, reporting to CLIENT on a bi-weekly basis.

B. SUBSURFACE INVESTIGATION

(See Section II(c) – Stormwater)

C. PREPARE PRELIMINARY LAYOUT

Given the desired building size and layout, CONSULTANT will prepare a preliminary layout for CLIENT's review in draft form on 24" x 36" plans. Plans will include required parking and access modifications; and consideration of fire access.

D. REVISIONS TO PRELIMINARY LAYOUT

Upon receipt of review comments from the CLIENT, the CONSULTANT will finalize a site plan which will include layout for parking, access, and water and wastewater systems, if needed, to be used as a base plan for the project.

E. PREPARE GRADING PLAN

The CONSULTANT will prepare a grading plan for the project suitable for submission to Local, State, and Federal regulatory agencies for permitting purpose

F. PREPARE FINAL PLANS AND DETAILS

The CONSULTANT will prepare final plans and details, including Right of Way/Easement plans as necessary to establish town owned property, including possibly stormwater treatment areas.

G. REVISIONS

The CONSULTANT will revise the plans prepared above based on comments received from review agencies.

H. EXPENSES

The CONSULTANT anticipates travel, postage, telephone, and reproduction expenses to be incurred during the course of this phase of the project.

II. PERMITTING

A. LOCAL PERMIT ASSISTANCE

The CONSULTANT will assist the CLIENT in preparation of the necessary Town of Bristol permit applications for this project. The CONSULTANT will contact the local zoning official and prepare exhibits as necessary for submission with the permit applications. Attendance at up to two (2) local public hearings is anticipated.

B. ACT 250 PERMIT ASSISTANCE

The CONSULTANT will assist the CLIENT in preparation of the necessary Act 250 Permit Amendment for this project. The CONSULTANT will contact, and meet with, appropriate regulatory agencies associated with permit process and will assist/coordinate with any required sub-contractors, (i.e., Archeologists and Wetlands Specialists) required for application for the Permit. The CONSULTANT will attend up to one (1) regional commission meetings with, and on behalf of, the CLIENT.

CONSULTANT intends to make initial contact with the following agencies:

- ANR Air Pollution Control Division
- ANR Solid Waste Program
- ANR Water Quality Division – Stream Alteration Engineer
- ANR District Fisheries Biologist
- ANR Wetlands Biologist
- ANR Fish & Wildlife Department
- Town Manager or appropriate official for Municipal Impact Questionnaire
- Vermont Department of Agriculture
- Vermont Geological Survey, Environmental Assistance Office
- Vermont Division for Historic Preservation

C. STORMWATER

The CONSULTANT will prepare a drainage/stormwater management plan and necessary calculations to obtain required permits from the State of Vermont. The CONSULTANT will perform necessary sitework and coordinate test pits (1 day) required for stormwater and wastewater disposal system permitting.

Based on our understanding of the project, we anticipate that a Construction General Permit as well as a Discharge Permit will be required for the project.

D. POTABLE WATER SUPPLY AND WASTEWATER SYSTEM PERMIT

The CONSULTANT will prepare plans for the project suitable for submission to Local and/or State regulatory agencies for permit for one (1) disposal system for 11-unit residential development. In addition, connection to a municipal water main which adjoins the site is anticipated.

III. CONSTRUCTION PHASE

The CONSULTANT will perform the following services as they relate to the Construction Phase Engineering Services of the proposed Stoney Hill Industrial Park Infrastructure Project in Bristol, Vermont:

A. CONSULTANT will prepare an Advertisement for Bid and submit it to the CLIENT for distribution. During the bid phase, CONSULTANT will conduct a pre-bid meeting, answer questions posed by contractors, issue addenda, and attend the bid opening. Upon closure of the bid period, the CONSULTANT will prepare a bid tabulation and a letter of recommendation to the CLIENT. Upon acceptance of a contractor by the CLIENT, CONSULTANT will provide three (3) copies of conformed contract documents and drawings for agreement execution by the CLIENT and the successful contractor.

B. CONSULTANT will provide Construction Administration services during the construction of the proposed improvement. Construction administration will include:
   1. Review of Shop Drawing Submittals
   2. Review of Pay Requests
   3. Issuing of Change Orders
   4. Attendance at Contractor Meetings. We have estimated that only five (5) meetings are needed, including a kick-off meeting and final completion meeting, based on the size of this project.

C. CONSULTANT will provide Construction Review services through completion of the Project. Construction review will include:
   1. Full-time construction inspection for the portion of the work involved with infrastructure installation. We estimate that this portion of the work will take ten (10) weeks. We have estimated six hundred (600) hours for full-time construction inspection. CONSULTANT will provide part-time construction inspection for general clean-up and other miscellaneous items. We have estimated twenty (24) hours for this part-time construction inspection.
   2. Substantial and final completion walk-through.
   3. Preparation of punch lists.
   4. Contact with adjacent property owners.

D. CONSULTANT will prepare record drawings for the project based on information provided by the contractor. We will provide digital CADD plans and plans in PDF (or in GIS shapefile format, if better) for the CLIENT to insert in GIS mapping. We will submit three (3) paper copies of record drawings to the CLIENT.

The CONSULTANT is <u>not</u> responsible for the following services:

- Excavator to perform test pitting.
- Building design or design of water and wastewater system/appurtenances located within the interior of any site building.
- State of Vermont Division of Fire Safety Permit.
- Layout of proposed structure footprints.
- Archeological sub-contractor costs.
- Wetlands delineation and/or other sub-contractor costs associated with any permit acquisition.
- Traffic Study.
- Application fees or public notices.
- Landscaping / Lighting plans

END OF ATTACHMENT NO. 1

TOWN OF BRISTOL
SITE PLANNING & ENGINEERING – STONEY HILL PROPERTIES INFRASTRUCTURE PROJECT IN BRISTOL, VERMONT

ATTACHMENT NO. 2

RATE SHEET

GME PROJECT NO. 30-009
April 24, 2020

PERSONNEL

Engineer I	$125.00/hour
Engineer II	$110.00/hour
Engineer III	$ 85.00/hour
Technician I	$ 75.00/hour
Technician II	$ 75.00/hour
Administrative Assistant	$ 55.00/hour
Survey Crew (2)	$150.00/hour

REIMBURSABLE EXPENSES

The items below will be billed at cost:

Travel, Auto	@ $0.585/mile
Lodging, Meals	@ Cost
Shipping, Postage, Messenger	@ Cost
Long Distance Telephone, Telegram	@ Cost
Reproduction-Drawings, Reports, Specs	@ Cost
Other Direct Costs	@ Cost

SUBCONSULTANTS

Subconsultants shall be billed at cost plus 8% for administrative expenses.

END OF ATTACHMENT NO. 2

TOWN OF BRISTOL
SITE PLANNING & ENGINEERING – STONEY HILL PROPERTIES INFRASTRUCTURE PROJECT IN BRISTOL, VERMONT

ATTACHMENT NO. 3

TERMS AND CONDITIONS

The terms and conditions set forth herein (these "Terms and Conditions") are hereby incorporated as Attachment No. 3 of the written agreement dated April 24, 2020 between Green Mountain Engineering, Inc. (herein after called "CONSULTANT") and Town of Bristol, (hereinafter called "CLIENT"). GME Project No. 30-009. It is understood that the CLIENT has received a grant (#NBRC19GEDA03) from the Northern Border Regional Commission (NBRC) in collaboration with the US Department of Commerce and the Economic Development Administration. As a result, Davis Bacon prevailing wage rules apply as will the contract provisions required in 2 CFR 200, Appendix D, incorporated herein by reference.

1. PERFORMANCE OF SERVICES

The CONSULTANT agrees to perform the services as set forth in Attachment No. 1 (the "Services") subject to any Unexpected Contingency (as provided for herein). The Services shall not be changed without the written agreement of both the CONSULTANT and the CLIENT, except for changes to the Services as may be permitted, authorized, or contemplated by the AGREEMENT.

2. CLIENT'S AUTHORIZED REPRESENTATIVE

The CLIENT shall designate in writing a person to act as CLIENT'S representative regarding the services to be rendered under this AGREEMENT. Such person shall have authority to transmit instructions, receive information, interpret and define CLIENT'S policies and decisions regarding services for the Project. The CLIENT reserves the right to dismiss the Project Manager from this position at any time.

3. TERMINATION, SUSPENSION OR ABANDONMENT

a. This AGREEMENT may be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.

b. CONSULTANT shall be compensated in full for services performed and expenses incurred prior to the date of termination, suspension, or abandonment.

4. OWNERSHIP OF DOCUMENTS

Plans, specifications, designs and reports prepared under this AGREEMENT by the CONSULTANT as instruments of service, are and shall remain the CONSULTANT's property, whether the project for which they are made is executed or not. The CLIENT shall be permitted to retain copies, including reproducible copies of plans, specifications, designs and reports, in connection with the use and occupancy of the specific project. The plans, specifications, designs and reports shall not be used by the CLIENT on other projects, for additions to this project, or for completion of this project by others except by agreement in writing and, provided the CONSULTANT is not in default under this AGREEMENT, without appropriate compensation to the CONSULTANT.

The CLIENT acknowledges that the CONSULTANT's plans and specifications are instruments of professional service. Nevertheless, the plans and specifications prepared under this AGREEMENT shall become the property of the CLIENT upon completion of the work. Any reuse by the CLIENT without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT.
The CLIENT agrees to hold harmless and indemnify the CONSULTANT against all damages, claims and losses, including defense costs, arising out of any reuse of the plans and specifications by the CLIENT without the written authorization of the CONSULTANT.

5. SCOPE OF OPINIONS

Unless otherwise specifically stated, any information, documents, records, data, interpretations, or opinions given to the CLIENT by the CONSULTANT in the course of the CONSULTANT's performance of the Services shall be for the CLIENT's sole use and benefit and only in connection with the specific project for which the CONSULTANT was engaged by the CLIENT, and the same is not intended to be used or relied upon by the CLIENT for any other purpose nor is it intended to benefit or be relied upon by any third party. Any such unintended use or reliance by the CLIENT or by a third party shall be at the CLIENT's or said third party's own risk. Further, any interpretation or opinion given by the CONSULTANT to the CLIENT shall be limited to the specific laws and/or regulations addressed in the AGREEMENT as the same may be further qualified by the interpretations or opinion in question.

6. BILLING AND PAYMENT

The CLIENT shall pay the CONSULTANT for services performed in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth herein. Invoices will be submitted by the CONSULTANT from time to time, but no more frequently than every two weeks, and shall be due and payable within thirty (30) calendar days of invoice date. CLIENT recognizes that payment is a material part of the consideration of this AGREEMENT. If the CLIENT objects to all or any portion of an invoice, the CLIENT shall so notify the CONSULTANT within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. Any invoices not objected to within such fourteen day period shall be deemed accepted by CLIENT.

Payment will not be delayed by any conditions relating to purchase, sale or conveyance of Real Estate that may, directly or indirectly, be the subject of this AGREEMENT.

The CLIENT shall pay an additional charge of one percent (1%) (or the maximum percentage allowed by law, whichever is lower), of the invoiced amount per month for any payment received by the CONSULTANT more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Payment of invoices is in no case subject to unilateral discounting or setoffs by the CLIENT.

Application of the percentage rate indicated above as a consequence of the CLIENT's late payments does not constitute any willingness on the CONSULTANT's part to finance the CLIENT's operation, and no such willingness should be inferred. If the CLIENT fails to pay undisputed invoiced amounts within sixty (60) calendar days of the date of the invoice, the CONSULTANT may at any time, without waiving any other claim against the CLIENT and without thereby incurring any liability to the CLIENT, suspend or terminate this AGREEMENT (as provided for herein). In no event shall CONSULTANT be responsible for any liability or damage incurred by CLIENT or OWNER relating to CONSULTANT's suspension or termination of this AGREEMENT pursuant to this Section.

7. SALES TAX

The fee for this project does not include state or local sales tax. If any public authority levies a sales tax on any of the services to be provided by the CONSULTANT, the CLIENT hereby agrees to pay all such sales taxes invoiced to the CLIENT by the CONSULTANT within 30 days of the date of the CONSULTANT's invoice.

8. INDEMNIFICATION

The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any damage, liability, or cost (including reasonable attorneys' fees and cost of defense) to the extent caused by the CLIENT's negligent acts, errors, or omissions and those of it's contractors, sub-contractors, or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this AGREEMENT.

Neither party is obligated to indemnify the other party in any manner whatsoever for that party's negligence.

9. DAMAGES

CONSULTANT makes no guarantees or warranties and, specifically, no representation or warranty of merchantability, nor will we warrant that any party will approve or consent CONSULTANT's opinions. In addition, you hereby agree to limit our liability to you with respect to all services relating to this Agreement, due to negligent acts, errors, or omissions by us, such that the total aggregate liability of CONSULTANT will not exceed $50,000 (Fifty Thousand Dollars) or the amount actually paid to us, whichever is greater.

10. STANDARD OF CARE

In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The Consultant makes no warranty, express or implied, as to its professional services rendered under this Agreement.

11. COURT COSTS

In the event that CLIENT fails to fulfill its obligations hereunder CLIENT shall reimburse CONSULTANT for all its costs, including reasonable attorney fees, court costs, and interest associated with the enforcement of this AGREEMENT.

12. UNEXPECTED CONTINGENCIES

a. If the CONSULTANT is unable to commence the Services within the time period set forth in the AGREEMENT (or, if no time period is set forth in the AGREEMENT, then within sixty (60) days from the date of the AGREEMENT) because of any Unexpected Contingency (as defined in subsection b. below), then the CONSULTANT shall have the right, at its option, either to terminate its obligations under this AGREEMENT or to renegotiate the terms and conditions set forth in this AGREEMENT.

Further, if the CONSULTANT'S performance of any covenant, agreement, condition, or term of this AGREEMENT is prevented, delayed, made impossible, or otherwise interfered with by any Unexpected Contingency, then the CONSULTANT'S performance thereof shall be suspended during the continuance of such event and for a reasonable time thereafter, notwithstanding any provisions of this AGREEMENT to the contrary.

b. For purposes of this AGREEMENT, an "Unexpected Contingency" shall mean:

(1) strikes, lockouts, riots, unavoidable accidents, acts of God or of the public enemy, or unavailability of transportation;

(2) any lawful order issued by the United States government or any other federal, state, or local governmental authority,

(3) any unforeseen or unexpected contingency the non-occurrence of which was expressly or implicitly assumed is the AGREEMENT, or

(4) any other cause beyond the CONSULTANT's reasonable control.

13. OPINIONS OF PROBABLE CONSTRUCTION COST

The CONSULTANT has no control over the cost of labor and materials nor over competitive bidding and market conditions and, therefore, does not guarantee the accuracy of the CONSULTANT'S Opinions of Probable Construction Cost as compared to contractor bids or actual cost to the CLIENT. If the CLIENT requires greater assurance as to probable Construction Cost or requires formal estimates, an independent cost estimator should be employed by the CLIENT.

14. DEFINITIONS

As used herein, the following words and their derivative words or phrases shall have the meaning indicated, unless otherwise specified in this AGREEMENT.

CERTIFY, CERTIFICATION: A statement of the CONSULTANT's opinion, based on observation of conditions, to the best of the CONSULTANT's professional knowledge, information and belief. Such statement of opinion does not constitute a warranty, either express or implied. It is understood that the CONSULTANT's certification shall not relieve the CLIENT or the CLIENT's contractors of any responsibility or obligation they may have by industry custom or under any contract.

INSPECT, INSPECTION: The visual observation of construction to permit the CONSULTANT, as an experienced and qualified professional, to determine that the Work, when completed by the contractor, generally conforms to the Contract Documents. In making such inspections, the CONSULTANT makes no guarantees for, and shall have no authority or control over, the contractor's performance or failure to perform the Work in accordance with the Contract Documents. The CONSULTANT shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the contractor or for the contractor's safety precautions and programs nor for failure by the contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the contractor.

RECORD DOCUMENTS: Drawings prepared by the CONSULTANT upon the completion of construction based upon the drawings and other data furnished to the CONSULTANT by the Contractor and others showing significant changes in the Work made during construction. Because

Record Drawings are prepared based on unverified information provided by others, the CONSULTANT makes no warranty of the accuracy or completeness of the drawings.

15. ADDITIONAL SERVICES FOR PERMIT ACQUISITION

By following acceptable design standards, and normal and customary standards of the CONSULTANT, we do not imply that the engineered product will meet all permit and Board approvals. It is understood by the CLIENT that at times additional efforts may need to be expended in order to obtain approvals even when all reasonable and customary procedures are followed during the engineering process and that CLIENT'S obligation to pay invoices is in no way related to obtaining permits or approvals.

16. BINDING EFFECT

This AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal and legal representatives, successors, and assigns; provided, that neither of the parties hereto shall be entitled to assign any of said party's rights under this AGREEMENT without prior written consent of the other party hereto.

17. COOPERATION

The CLIENT agrees to cooperate fully with the CONSULTANT and its agents, representatives, and employees in the performance of the Services and to take any and all such actions as may reasonably be requested by the CONSULTANT in connection therewith.

18. INDEPENDENT CONTRACTOR STATUS

The CONSULTANT and CLIENT agree that the CONSULTANT is an independent contractor and not a partner, employee, or agent of the CLIENT for any purpose.

19. HAZARDOUS SUBSTANCES

It is understood and agreed that this contract does not involve the identification, handling, or disposal of hazardous waste as defined in 10 V.S.A., Section 6602(4), except for the identification of suspected hazardous wastes as noted below, nor does the CONSULTANT hold itself out, for the purpose of this AGREEMENT, as being an expert in the identification, handling, or disposal of hazardous wastes. Should a substance be encountered by the CONSULTANT, while providing services subject to this AGREEMENT, that is suspected of being a hazardous waste, the CONSULTANT shall stop work in the area where the suspected hazardous waste is encountered. The CONSULTANT shall immediately notify the CLIENT and the Vermont Hazardous Materials Management Division (1-800-641-5005) of the substance encountered and shall take any actions directed by the Hazardous Materials Management Division to secure the site. Work may resume in the affected area only after the appropriate state authorities have determined that work associated with the AGREEMENT may proceed.

20. CONSEQUENTIAL DAMAGES

In no event shall either CLIENT or CONSULTANT be liable for consequential damages, including, without limitation, loss of opportunity, loss of use, or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

21. MEDIATION

Any claims or disputes made during design, construction, or post-construction between you and CONSULTANT must be submitted to non-binding mediation, prior to the institution of litigation. The cost of mediation shall be shared equally by the parties hereto. In the event mediation is unsuccessful, any claims arising out of this AGREEMENT shall be brought in the State of Vermont. CLIENT and CONSULTANT hereby waive their rights to a trial by Jury.

22. MISCELLANEOUS

a. SEVERABILITY. If any term, condition, or provision of this AGREEMENT or the application thereof to any person or circumstance shall to any extent, be held invalid or unenforceable, then the remainder of this AGREEMENT or the application of such term, condition, or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be valid and enforced to the fullest extent permitted by law.

b. ENTIRE AGREEMENT. This AGREEMENT sets forth the entire AGREEMENT of the CONSULTANT and the CLIENT with respect to the subject matter hereof. The CONSULTANT and the CLIENT expressly represent to and agree with each other that there are no oral or written representations, warranties, covenants, promises, agreements, conditions, or understandings between them other than as set forth in this AGREEMENT.

c. CONFLICTING PROVISIONS. In the event of any conflict between any of the terms, conditions, or provisions of this AGREEMENT and any of the terms, conditions, or provisions of the Proposal, the terms, conditions, and provisions of this AGREEMENT shall control unless otherwise specifically set forth in this AGREEMENT.

d. MODIFICATION. This AGREEMENT shall not be modified or amended except in writing signed by both the CONSULTANT and the CLIENT.

e. GOVERNING LAW. This AGREEMENT has been accepted and executed in accordance with, and shall be governed by and construed in accordance with, the laws of the State of Vermont.

END OF ATTACHMENT NO. 3