



February 2, 2022

Ray Moritz
Windy Waters Conservancy
96 Water Street
Meredith, NH, 03253

Re: Jenness Cove Sedimentation Evaluation

Dear Mr. Moritz,

DuBois & King, Inc. (D&K) is pleased to present this proposal to assist the Windy Waters Conservancy (Client) with the assessment of sedimentation issues of Jenness Cove in Lake Waukegan, in the town of Meredith, NH. D&K will evaluate existing conditions, perform a feasibility analysis and provide alternatives for improvements. The study area will include the area in the vicinity of the intersection of Bonney Shores Road and Sawmill Shores Road and land abutting the cove. Our proposal is based on your conversation with Aimee Rutledge on December 17, 2021.

Scope of Work

Task 1. Site Visit

D&K will participate in a site visit with the Client to assess and document problem locations, stormwater infrastructure, overland flow, impervious surfaces, discharges from residential structures, surrounding land use, and any other sources of sedimentation contributing to Jenness Cove. The site visit may include review of potential upgradient sources outside of the immediate study area.

D&K will record sufficient points, using a GPS unit with sub-meter accuracy, to depict the location of the Saw Mill Shores Road and Bonney Shores Road culverts, and other pertinent features within the study area. In addition, the general location of natural resources, such as wetlands and surface waters, will be located with the GPS. The GPS data will be incorporated into the conceptual plans.

Task 2. Evaluate Existing Site Conditions

Task 2.1. Natural Resources Identification

D&K will perform a desktop review for natural resources within the study area. Consult readily available online mappers and databases, such as, New Hampshire Department of Environmental Services (NHDES) mapper, United States Fish and Wildlife (USFWS) IPaC, and New Hampshire Natural Heritage Bureau (NHNHB) for wetlands, rare, threatened, and endangered species, significant natural communities, and other resources of note and access the United States Department of Agriculture (USDA) Web Soil Survey to obtain soil data in the area. Results of the desktop review will be transferred to project mapping.

During the site visit under Task 1, the study area will be reviewed for the presence of wetlands, surface waters, and protected species and their habitat.

Task 2.2. Base Plan

D&K will obtain available information to prepare a base plan for the study area. The information used to prepare a base plan includes, but is not limited to, the following: LiDAR; bathymetry, natural resources (soils, wetlands, surface waters, etc.); and aerial photography. Information gathered under Task 1 and 2 will be added to the base plan. We will provide the base plan to the Client for review. Based on the Client's review, the base plan will be updated, if necessary.

Task 2.3 Modeling

Utilizing the available information, D&K will evaluate sedimentation of the cove using the USEPA STEPL model. We will discuss the model results with the Client and may need to adjust the model based on conditions observed by the Client.

Task 3. Feasibility Analysis

3.1. Conceptual Plan

D&K will analyze the results of site visit observations, the STEPL model, and other available information to determine options for cove improvements. The base plan created under Task 3 will be updated to illustrate the available alternatives. We will provide the draft conceptual plan to the Client for review and comment.

Task 3.2. Permitting Review

D&K will define what permits/approvals will be required as part of the feasibility analysis. We will utilize available mapping, site visit data, and in-house GIS capabilities to determine permitting constraints and requirements. The D&K team will identify anticipated impacts to known resources and consider them in our analysis. Those resources within the vicinity will be identified through site visits, review, evaluation of available data, and coordination with the appropriate resource agencies. The following resources and planning initiatives will be reviewed in the study area:

- Fish and wildlife habitat
- Floodplains
- Rare, threatened, endangered species/habitat
- Rivers, streams, lakes, and ponds
- Wetlands
- Water quality

D&K's project team will identify permit-related needs to determine the implications of conceptual design options, cost, and the project's schedule.

Task 4. Alternatives Memo

Based on results of the feasibility analysis and coordination with the Client, D&K will provide an alternatives memorandum discussing the results of the feasibility analysis and alternatives to address sedimentation/water quality issues. The memo will include a feasibility analysis matrix, engineer's estimate of probable cost for each of the recommended alternatives, and site visit photographs. The

feasibility analysis matrix will consist of environmental impacts, permitting requirements, construction costs, and project schedule for each alternative.

D&K will hold a virtual meeting with the Client to discuss the results of the feasibility analysis.

Project Schedule

Task 1. Site Visit	April/May 2022*
Task 2. Evaluate Existing System	NTP – May 2022
Task 3. Feasibility Analysis	NTP - June 2022
Task 4. Alternatives Memo	June 2022

NTP – Notice to Proceed

*Site visit timing will be dependent on the weather and will be performed when study area is relatively free of snow cover.

Understandings and Exclusions

1. Client will provide D&K with access to the study area.
2. Project schedule is based on timely communications and complete information provided by the Client.
3. Sampling of water and/or sediment within the study area are not included.
4. Detailed studies of threatened or endangered species and their habitat are not included.
5. A formal wetland/waterway delineation is not included.
6. Topographic, site features, or boundary survey are not included.
7. Local, state, or federal permit applications are not included.
8. Other design services not outlined above are not included.

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 above Tasks as summarized below. D&K will invoice on a monthly basis.

Task 1	\$1,210
Task 2	\$1,550
Task 3	\$1,425
Task 4	\$1,700
Total	\$5,725

We appreciate the opportunity to submit this proposal and hope it meets with your approval. If you have any questions, please do not hesitate to contact Aimee Rutledge (802) 728-7242 or me at (716) 926-9295, extension 5101.

Very truly yours,
DUBOIS & KING, INC.



Andrew T. Hoak, P.G.
Director, Environmental Services

Attachment: Terms and Conditions

ACCEPTED AND AUTHORIZED TO PROCEED:

BY: _____

TITLE: _____

DATE: _____

CONTRACT TERMS AND CONDITIONS

SERVICES OF OTHERS: On occasion, project needs will require the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be engaged with your approval. We expect that you will enter into an appropriate agreement with them and be directly responsible for all costs incurred by them. For work performed under this agreement for this project we will review their invoices and forward to you a recommendation for disposition of payment. Services that are subcontracted by DuBois & King, Inc., will be billed at direct cost plus 12% overhead and fee.

REIMBURSABLE EXPENSES: Reimbursable expenses are in addition to the professional fee compensation for labor and typically include, but are not limited to, the following items: lodging and subsistence expenses; shipping charges and insurance for hardware, samples, field test equipment, etc.; long distance telephone calls, telegrams and cables; transportation to and from projects; use of personal or company vehicles at a rate consistent with the federally allowable mileage reimbursement rate as determined by the Internal Revenue Service; the use of rental cars, trucks, boats, airplanes, or other means of transportation; reproduction of drawings, reports, documents, and photographs for project records; and any other direct materials. Reimbursable expenses will be billed at our direct cost plus an administrative fee of 12%

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: If the Consultant's Scope of Services under this Agreement does not include project observation or review of the Contractor's performance or any other construction phase services, it is understood and agreed that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

ON-SITE SERVICES DURING PROJECT CONSTRUCTION: Should our services be provided on the job site during project construction, it is understood that, in accordance with generally accepted construction practices, the contractor will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performance of the work, and compliance with OSHA regulations, and that these requirements will apply continuously and not be limited to normal working hours. Any monitoring of the contractor's performance conducted by our personnel is not intended to include review of the adequacy of the contractor's safety measures in, on or near the construction site. It is further understood that field services provided by our personnel will not relieve the contractor of his responsibilities for performing the work in accordance with the plans and specifications.

RIGHT-OF-ENTRY: Unless otherwise agreed, you will furnish right-of-entry on the land for us to make the planned studies, explorations, or investigations. We will take reasonable precautions to minimize damage to the land from use of equipment, but have not included in our fee the cost for restoration of damage that may result from our operations. If we are required to restore the land to its former condition, this will be accomplished and the cost will be added to our fee.

SCHEDULE OF FEES: DuBois & King, Inc., at its sole discretion, reserves the right to periodically modify the hourly billing rates as detailed in its published Schedule of Fees and Contract Conditions to more accurately reflect the cost of doing business, with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing.

ADDITIONAL SERVICES: Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the Client's prior authorization to proceed.

TAXES: State and Local Sales, Use and License taxes will be billed at cost. Any taxes or fees, enacted by Local, State or Federal government subsequent to the date of this contract, and based on gross receipts or revenues, will be added to amounts due under this contract, in accordance with any such fees or taxes.

INVOICES: Invoices may be submitted periodically, and not less than monthly, and are payable upon receipt. Interest of one and one-half percent (1-1/2%) per month will be payable on any amount not paid within fifteen (15) days. Any attorney's fees or other costs incurred in collection of any delinquent amount shall be paid by the Client. Upon request, documentation of reimbursable expenses included in the invoice will be provided in some format itemizing the amount in excess of \$50.00. DuBois & King, Inc. reserves the right to discontinue work on any account that is not paid on a current basis in accordance with these terms. If reassignment of project personnel occurs due to non-payment on an account, project schedule and fees may be adversely impacted.

OWNERSHIP OF DOCUMENTS: All reports, field data and notes, laboratory test data, calculations, estimates, and other documents which we prepare, as instruments of service, shall remain the property of DuBois & King, Inc. We will retain all pertinent records relating to the services performed for a period of six years following the completion of our services, during which period the records will be made available to you at all reasonable times and for reasonable retrieval and reproduction costs.

INSURANCE: DuBois & King, Inc., is protected by Worker's Compensation Insurance (and/or Employer's Liability Insurance), and by Comprehensive General Liability Insurance for bodily injury and property damage. We will furnish information and certificates upon written request. We will not be responsible for any loss, damage or liability arising from your negligent acts, errors and omissions and those by your staff, consultants, contractors and agents or from those of any person for whose conduct we are not legally responsible.

RISK ALLOCATION: In recognition of the relative risks and benefits of the Project to both the Client and DuBois & King, Inc., the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of DuBois & King, Inc. and its officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claim expenses from any cause or causes, including attorney's fees and costs and expert-witness fees and costs, so that the total aggregate liability of DuBois & King, Inc. and its officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000, or DuBois & King, Inc.'s total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

In the event the Client does not wish to limit DuBois & King, Inc.'s professional liability, DuBois & King, Inc. agrees to waive (or increase the amount of) this limitation of liability upon written notice from the Client and agreement of the Client to pay an additional fee. This additional fee is in consideration of the greater risk involved in performing work for which there is an increase in the limitation of liability or there is no limitation of liability.

INDEMNIFICATION: DuBois & King, Inc. agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by DuBois & King, Inc.'s negligent performance of professional services

under this Agreement and that of its subconsultants or anyone for whom DuBois & King, Inc. is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless DuBois & King, Inc., its officers, directors, employees and subconsultants (collectively, DuBois & King, Inc.) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor DuBois & King, Inc. shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

CONSEQUENTIAL DAMAGES: In no event shall DuBois & King, Inc. be liable to the Client or the Client to DuBois & King, Inc. for consequential or indirect damages, including but not limited to, loss of profits or revenue, loss of use of equipment, loss of production, additional expenses incurred in the use of equipment and facilities and claims of customers of the Client. This disclaimer shall apply to consequential damages based upon any cause of action whatsoever asserted, including ones arising out of any breach of warranty, guarantee, products liability, negligence, tort, strict liability, or any other cause pertaining to the performance or non-performance of the contract by the Client or DuBois & King, Inc.

STANDARD OF CARE: In performing our professional services, we will use that degree of care and skill ordinarily exercised, under similar circumstances by members of the profession practicing in the same or similar locality. This warranty is in lieu of all other representations expressed or implied.

OPINION OF PROBABLE COST: DuBois & King, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions, and therefore does not guarantee the accuracy of our project or construction cost estimates as compared to contractor bids or actual cost to the Client.

DELAYS: DuBois & King, Inc. is not responsible for delays caused by factors beyond DuBois & King, Inc.'s reasonable control. When such delays beyond DuBois & King, Inc.'s reasonable control occur, the Client agrees DuBois & King, Inc. is not responsible for damages, nor shall DuBois & King, Inc. be deemed to be in default of this Agreement.

THIRD PARTY BENEFICIARY: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or DuBois & King, Inc. DuBois & King, Inc.'s services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and DuBois & King, Inc. agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and DuBois & King, Inc. agree that all disputes between them arising out of, or relating to, this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and DuBois & King, Inc. further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

TERMINATION: In the event of termination of this Agreement by either party, the Client shall, within fifteen (15) calendar days of termination, pay DuBois & King, Inc. for all services rendered and all reimbursable costs incurred by DuBois & King, Inc. up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience, and without cause, upon giving DuBois & King, Inc. not less than seven (7) calendar days' written notice.

DuBois & King, Inc. may terminate this Agreement for the Consultant's convenience, and without cause, upon giving the Client not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or DuBois & King, Inc.'s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of DuBois & King, Inc., the Client shall pay DuBois & King, Inc., in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by DuBois & King, Inc. in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

ASSIGNMENT: Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement including, but not limited to, monies that are due or monies that may be due, without the prior written consent of the other party.

SEVERABILITY: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

EXTENT OF AGREEMENT: This Agreement comprises the final and complete agreement between the Client and DuBois & King, Inc. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and DuBois & King, Inc.

LEGAL JURISDICTION: The parties agree that this contract shall be governed by and construed in accordance with the laws of the State of 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.