

ATTORNEY CONTRACT
LEWISTON WATER-MAIN CAPITAL PROJECT

Agreement made this 13th day of October, 2016, between the TOWN OF LEWISTON, hereinafter referred to as "Town" and SEAMAN NORRIS LLP, hereinafter referred to as "Attorney":

1. The Town hereby engages the Attorney and the Attorney hereby agrees to perform legal services necessary for the carrying out of a capital project involving the replacement and/or rehabilitation of approximately 8 miles of water main lines within the Town as described in a Map and Plan produced by CRA Infrastructure & Engineering, Inc. dated August 2016 (the "Project"), upon the terms and conditions hereinafter set forth.

2. The term of this contract shall commence upon execution and shall terminate upon final completion of the Project.

3. The Attorney agrees to render legal services in connection with the proposed Project including the creation, consolidation, and extension of Town special districts and/or improvement areas as necessary for the project, submission of applications to the State Comptroller as necessary, creation and/or review of contracts, documents, and specifications, coordination of services between engineers, financial planners, bond counsel, etc., and all legal services in connection with the Project.

4. The Attorney shall be compensated for such services at a rate of one percent (1.00%) of the authorized cost of the project or the actual cost, whichever is greater (including engineering fees), exclusive of litigation. If the Attorney engages in litigation (including mediation) concerning the project such will be at an additional fee billed at an hourly rate of \$185.00.

5. The Town shall also reimburse the Attorney for all disbursements expended on behalf of the Town.

6. This Contract may be terminated by either party at any time, and the Attorney will be compensated only for those services rendered prior to the date of termination. The amount owed

under such circumstances will be based on the percentage of legal work necessary for the entire project completed to date.

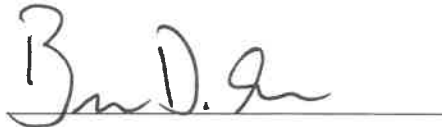
IN WITNESS WHEREOF, the parties hereto affix their hand and seal this 13th day of October, 2016.

TOWN OF LEWISTON

By: 

David Steve Borderick, Jr., Supervisor

SEAMAN NORRIS LLP

By: 

Brian D. Seaman, Attorney