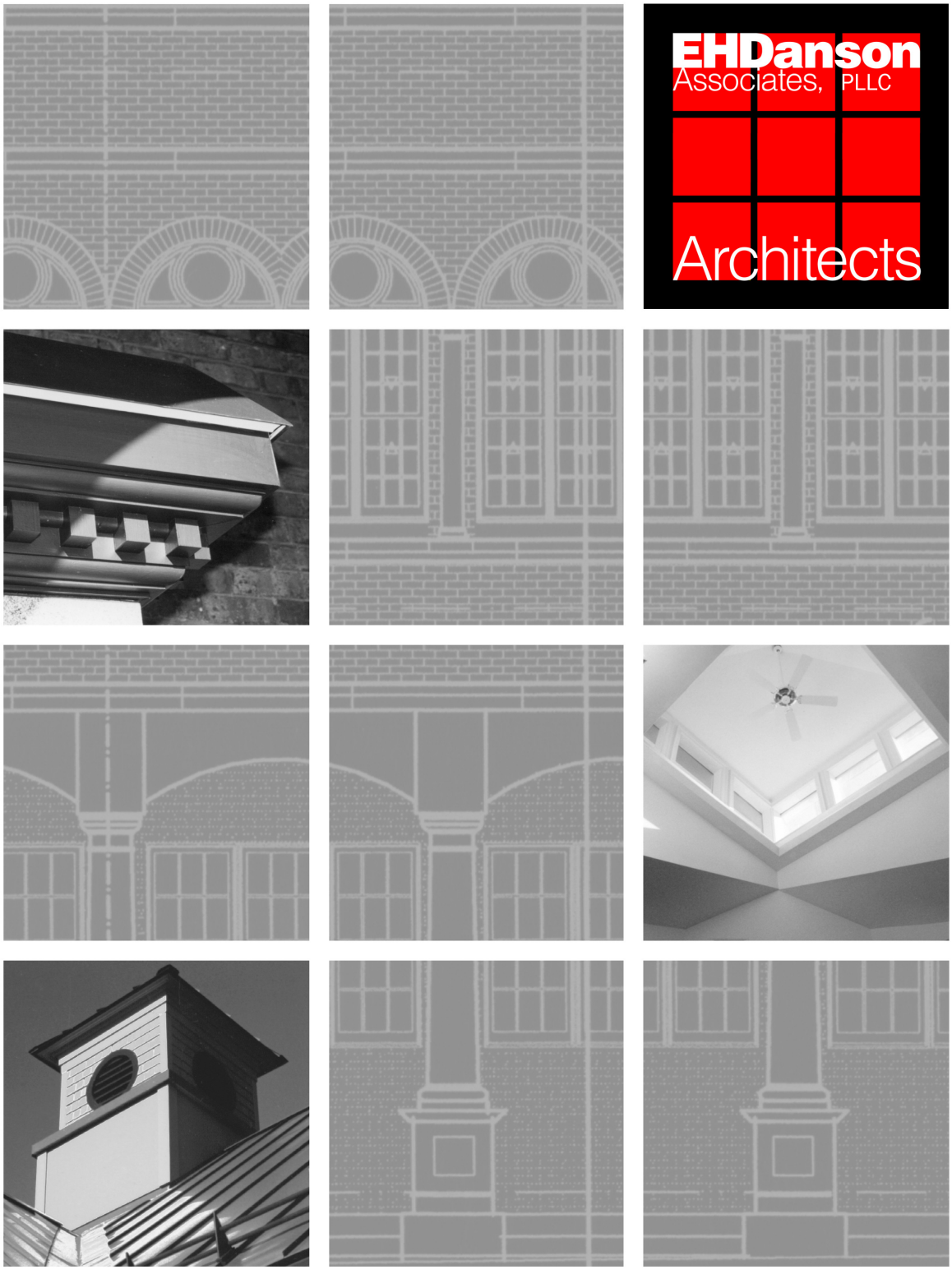

Proposal for A&E Services

East Montpelier Town Garage

325 Templeton Road

December 15, 2023

357 Western Avenue
Suite 104
P.O. Box 4069
St. Johnsbury, Vermont 05819

tel 802 748 5239
fax 802 748 1085
web www.ehdanson.com

EHDanson
Associates, PLLC
Architects

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Suite 104
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St. Johnsbury, Vermont 05819

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e-mail contact@ehdanson.com
web www.ehdanson.com

December 15, 2023

Gina Jenkins – Town Administrator
Town of East Montpelier
40 Kelton Road
East Montpelier, VT 05651

Re: ***East Montpelier Town Garage***
Response to RFP for A&E Services

Dear Gina:

EHDanson Associates PLLC is pleased to respond to your Request for Proposal for the project mentioned above. As a small business located in St. Johnsbury and having worked on many similar projects for other municipalities and State Agencies, we are excited about the possibility of working with you and the other members of the town that you have assembled for this project.

We believe that the project fits nicely with our office experience, size, and capabilities. As such we have provided the following response to your RFP. Our firm is very keen on working with you on this project and look forward to the selection process.

We have done a large number of feasibility studies and completed designs for similar projects over the years on projects just like yours. Some of the projects are included in the following pages. They include Barre Town Garage, AOT Maintenance Facilities in Londonderry and a District Office and Maintenance Facility in Colchester and several similar building types. We are currently working on a similar facility for the Town of Barton. We have the depth of staff, experience, and professionalism to complete your project on time and on budget.

Our proposal for services is detailed and includes what we believe to be a very complete and comprehensive scope of services. Some of the services are shown as alternate costs depending on the final scope of the project design. If they are not necessary, we would not expend those fees. We have addressed that in the fee portion of the proposal.

We believe we are fully qualified to meet the challenge of providing the services necessary to successfully complete your project in a timely and cost-effective manner.

In short, we are very interested in collaborating with you on this project. We look forward to hearing from you soon.

Sincerely,

Mark Wheeler, Assoc. AIA
Project Manager

Understanding of the Project

EHD has reviewed the RFP in detail and attended the preproposal site meeting with our civil engineering team from DeWolfe Engineering Associates. We also have a limited view of the existing garage on the site that will be removed as part of this project.

The project will involve the removal of an existing town garage and the construction of a new building of approximately 8,750sf. Building to include (7) vehicle and equipment bays with one bay designated as a maintenance and repair area and other support areas including office, meeting/crew room, restroom facilities, storage and mechanical room. It is understood that the final building size and configuration will be determined by the allowed site development area and exterior access to the building by equipment that is desired. It is also the Town's intent to provide larger capacity fuel storage on site for filling their vehicles and equipment.

Water and sewer systems will be on site systems. The existing well may be considered for reuse if the building location can accommodate its current location. Septic and leach field system location will be determined by field investigations and soils testing.

The Town will conduct a Phase I environmental assessment of the site. The mitigation of any hazardous waste is always a concern. Our proposal does not address this and can only be addressed if concerns are raised during this initial assessment. Any hazardous material removals (if necessary) within the existing building or site will be addressed by the Town prior to demolition. This review should be conducted up front to not cause any potential delays associated with the design and permitting of the new project.

It is the Town's desire to use energy efficient strategies for both the building enclosure, mechanical/electrical systems and possibly some on site renewable sources such as solar if their budget allows. We intend to work with you and our engineers to explore those possibilities as they present themselves.

Project Approach

Our goal will be to develop a responsible and economical design taking into consideration the site constraints and the necessary removal of the existing structure. This will involve evaluating the challenges associated with the limited buildable site area and potential costs associated with the required configuration, access, and related services to and around the proposed new building. We have included two site and building configurations within the schematic design to allow for the design and client team to make decisions based on the pros and cons and potential cost associated with each of the options. For us to provide you with sufficient information to make informed decisions, we would expect to follow this approach for our preliminary design services.

PHASE I - SCHEMATIC DESIGN:

- Provide a survey for the site including applicable topography and utility information. We are assuming, as part of this proposal, that the survey will be provided by the design team and is not currently available.
- We will visit the site to perform field investigations and visual inspections after the survey has been completed and add any supplemental applicable information if necessary.
- An investigation into whether there are any wetlands issues will also be done. We have not included any work to mitigate wetlands for this project. If we find that work is needed, we can provide that as an additional service should it be necessary.
- Our civil engineering team will develop alternative civil systems for the site and prepare a preliminary site plan showing topography and building layout and access routes. The drawings will include existing conditions plans, proposed site plan, grading plan and utility plan.
- We will meet with the Municipal Administrator, the Town Highway Foreman, and the Town Selectboard members to establish the requirements for the building. From this meeting we will prepare a program which will identify the various spaces, uses, relationships, adjacencies, and sizes. This will form the basis for our schematic design.
- From the approved program, we will prepare a preliminary design for the building to fit the site in compliance with the various applicable codes and permitting requirements.
- After reviewing the design with the project team, we will make modifications as appropriate and finalize the design. We anticipate the preliminary design will take two concepts by the design teams to meet receive approval from the Towen to move forward with the remaining scope of this proposal.
- Concurrently, we will be working on the utility and infrastructure questions to determine with the appropriate State and Town agencies scope of work needed to service the site including water, sewer, storm water, fire protection and electrical. We will also determine the need for sprinklers or partial sprinkler protection for the building.
- We anticipate a meeting with the Town and our mechanical and electrical design team to discuss and address the energy efficiency goals of the project once a schematic design has been accepted. This meeting is intended to address the thermal envelope of the building and the systems that are required to support the building. We are expecting more extensive energy analysis and calculations to be provided by your energy consultant Andy Shapiro once those systems are better defined in the design development phase of the design.
- We will develop, with our consultants and a construction cost estimator, a preliminary opinion of the probable construction cost for developing the site and constructing the building on it. We will include a development budget which will include a variety of soft costs including professional fees, site cost, permit fees and other miscellaneous expenses to establish an overall Project Development Budget. This should be a comprehensive budget sufficient to present to appropriate parties for financing and support.
- We anticipate two design meetings with the Town will be required during the preliminary design phase.

- We will prepare a final design package that will include site plan, floor plan, building elevations and 3D model and an opinion of project costs at the completion of the schematic design.
- It is possible that, during our investigations, we will find that the site presents challenges that will limit the building access to one or two sides of the building from a vehicle and equipment standpoint. If that occurs, we will present that information to you before proceeding with further development of the design.

PHASE II – DESIGN DEVELOPMENT & CONSTRUCTION DOCUMENTS

Once the project is approved either by bond vote or by the Town Select board, E.H. Danson Associates proposes to provide the following final design services package:

Design Development Phase

- Based on the approved Preliminary design package, we will coordinate with you and our consulting engineers to further develop the design and establish the site, structural, mechanical, and electrical parameters for the building. In this phase, we will prepare dimensioned, hard-line documents graphically describing the space layout and the exterior scope of work as well as the extent of required site, structural, plumbing, mechanical and electrical work.

Construction Documents

- EHD, collaborating closely with you and other team members, will describe the project requirements in the form of detailed construction drawings and technical specifications suitable for the traditional competitive bid.

PHASE III BIDDING AND CONSTRUCTION ADMINISTRATION

Bidding and Negotiations

- EHD will assist you in establishing a list of qualified contractors to participate in the bid process. During the bid period, we will be available to respond to contractor questions and prepare any required addenda for our portion of the work. EHD will attend a pre-bid inspection at the site for pre-qualified/pre-selected contractors prior to the receipt of bids. Once the bids are received, EHD will assist you in evaluating the bids and make recommendations.

Construction Administration

- Prior to the start of construction, EHD will hold a pre-construction conference to establish administrative procedures including protocol requirements between our office, the Contractor(s) and your representative. During the construction phase of the project, EHD will attend and moderate project meetings with your representative and the Contractor(s). Review submittals to verify all specified material meet or exceed those specified within the contract documents.

- During the construction phase, we will make periodic visits to the construction site to generally observe the progress of the work and determine the Contractor's compliance with the construction documents. We will prepare meeting minutes to document our observations. We will review all change requests and the contractor's monthly applications for payment.
- Upon substantial completion of the project, we will perform a thorough review of the project to identify and document any contractor deficiencies for correction.

Availability of Technical Disciplines – Qualifications of Design Team

EHDanson Associates, PLLC will lead the design team from the beginning of the project until completion. The project manager will be **Mark Wheeler, Associate AIA.** Roy Ward will be the principal in charge and will oversee the project. Mark has been with EHD since 1987. Roy has over 40 years of experience in the field of architecture and has worked for EHDanson since 1995, taking over leadership of the company in 2000. Sandy McKee and Arthur Wood will provide design and technical support throughout the project.

EHD currently has (5) full-time staff members. We have completed several buildings that incorporate similar features to the Town's program requirements for this project. Here is a list of similar projects we have completed. The Town of Barton's Garage is still in the design development phase of the project.

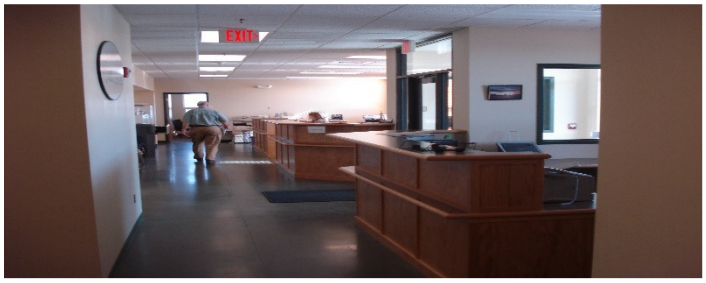
Following is a brief list of representative/similar projects that demonstrate the experience of our team:

Barre Town Public Works Facility: Town of Barre, VT: We worked with the PW staff and Town Manager to convert a former granite shed into a new office and maintenance facility for the Town. The facility was upgraded to accommodate office personnel and mechanics. The design included code compliant trenches for maintenance of Larger vehicles that could not be lifted.

VTrans District 5 Office/Maintenance Facility – Colchester, Vermont: EHD was retained by AOT to design a new 28,000 sf office/maintenance facility in the historic Fort Ethan Allen Complex. The 10,000-sf office space was recently completed and occupied in May. One of the two eight bay garage wings is scheduled to start construction this summer. The design included maintenance space for AOT service vehicles, welding area, wash bays, storage for waste grease and oil as well as workstations for the mechanics. Also included were storage mezzanines and mechanical space. The orientation and positioning on the site allowed us to take advantage of natural light to provide illumination in the garage work areas.

This building was designed with and met the Core Performance Criteria established for the project. Working closely with Efficiency Vermont, we were able to meet the client's budgetary limitations while still accomplishing an elevated level of building performance.

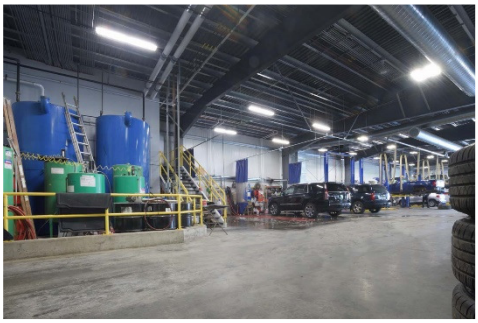
District 4 Office Building: White River Junction, VT: EHD was retained to design a new 6,400 sf office building to integrate several departments dispersed around the area. The building integrated engineering, surveying, construction, and administrative functions. Document archives from various locations were also consolidated in this facility. The result was improved cross-department coordination and integration with a reduction in administrative space.



Northern States Correctional Facility Maintenance Garage – Newport, Vermont: Working with the State of Vermont Department of Buildings and General Services, EHD and DEA designed and provided construction documents for a new maintenance facility for the Newport Prison. The building is approximately 2,800 sf and includes office space and garage space with a mezzanine for mechanical equipment. It is designed to meet the State's requirement for achieving 30% above the already stringent Vermont Commercial Energy Code. The project is awaiting funding for construction.

Lauren Washburn, Project Engineer.....**802-828-5655**

McMahan Chevrolet – Hyde Park, Vermont: EHD was commissioned by the Owners to design a new auto dealership located on a site in Hyde Park. The site conditions were extremely difficult and required removal and replacement of several hundred yards of contaminated and unacceptable soil. The facility included a new showroom, sales space, and a twelve-bay maintenance/repair garage. We also designed a new 2,000 gallon used oil storage system for heating the facility.



CVPS - Office/Maintenance Facilities: EHD was commissioned by the CVPS prior to their merger with GMP to design a facility prototype for their maintenance facilities throughout the State. In all EHD designed facilities in St. Johnsbury, Sunderland, Royalton and N. Springfield, VT. These facilities ranged in size from 14,000 – 22,000sf. They all included garage spaces for truck and transmission line maintenance equipment, administrative function spaces for maintenance staff and spaces that provided support services during storm emergency situations. Some of these facilities included geothermal heating and cooling systems.

Vermont Electric Power Company (VELCO): EHD has performed design services on a multitude of VELCO projects in Rutland and throughout the State. One of the most notable that have similarities to this project include the following:

VELCO – New Warehouse: Due to expanding engineering requirements within the VELCO campus EHD was commissioned to design a new warehouse to replace a severely undersized facility housing all maintenance parts and equipment for all the State's electrical transmission systems.
A portion of the facility was devoted to office space for the transmission crews with workspace to maintain equipment. A crew room was also included for staff space.

CVPS/Green Mountain Power - Office/Maintenance Facilities: EHD was commissioned by the CVPS prior to their merger with GMP to design a facility prototype for their maintenance facilities throughout the State. In all EHD designed facilities in St. Johnsbury, Sunderland, Royalton and N. Springfield, VT. These facilities ranged in size from 14,000 – 22,000sf. They all included garage spaces for truck and transmission line maintenance equipment, administrative function spaces for maintenance staff and spaces that provided support services during storm emergency situations. Some of these facilities included geothermal heating and cooling systems.

Stowe Emergency Services Facility – Stowe, Vermont: Working with the Town of Stowe and the Fire, Rescue, Hazardous Terrain Rescue and Police Departments, EHD provided several design scenarios showing various groupings of Town services**.** The final design is approximately 30,000 square feet and accommodates a 4-bay, drive through 10,000 sf apparatus bay, 9,000 sf police department with the remainder housing offices, bath/locker rooms, day room and training room for the fire and rescue departments. The building also includes a community/training room and full kitchen.

EHD initiated a relationship with Efficiency Vermont and coordinated the integration of the building envelope and mechanical systems. The Town was awarded the highest incentive available for Core Performance Building Design.

Charles Safford, Town Manager.....**802-253-7350**

Preliminary Schedule

We have also completed several other projects on time and on budget with our proposed design team. For a project of this size, and based on our experience, we expect the project's schematic design and permitting assessments to be completed within 4-5 months from the contract award. We foresee this as a late Fall 2024 or early Spring 2025 construction start.

Architectural: **EHDanson Associates, PLLC(EHD)**

Our project team is very experienced in the type of project you are undertaking. Staff resumes can be provided if requested prior to the award of this design contract. Their Bios can be accessed on our website. Staff assigned to the project will include:

- *Roy Ward, Principal*
- *Mark Wheeler, Senior Project Manager*
- *Sandy McKee, Designer*
- *Arthur Wood, CAD Manager.*

We have provided architectural services to a variety of municipalities and the State of Vermont on many projects and understand the technical implications of their respective design guidelines and the approach they take to their projects.
In addition to the EHD team, we will retain the services of the following consultants:

Civil Engineering: **DeWolfe Engineering Associates (DEA)**

DEA has worked with EHD on several projects in the past providing a solid working relationship for this project. DEA was selected because they can bring expertise in site development and permitting that is needed. The site will present some challenges. We believe DEA is best suited to assist in determining the most economical and practical solution for the Town based on the current site information available. That expertise, coupled with our understanding of project development, will provide you with sufficient information to make an informed decision that will suit the best interests of the Town.

DEA has over twenty years of experience obtaining State of VT environmental permits for a variety of industrial and commercial clients. In New England, they have developed relationships with key state and federal agency personnel which allows us to expedite wastewater, storm water, water supply, stream alteration, and wetland permits.

They can provide complete civil engineering services including site engineering: grading, run-off hydraulics, storm drainage with retention or detention ponds, water supply, and sanitary systems; stream hydraulics; highway design; and intersection evaluation.

- *Chris Temple, PE – President*
- *Brian Lane-Karnas, PE Senior Engineer*

Structural, Mechanical & Electrical Engineering: **DuBois & King, Inc.**

The structural engineering team at D&K can provide integrated design services that coordinate well with the DEA civil engineering and the potential site challenges we expect. Foundation system design will be dictated by some of the site design requirements we encounter. They will provide schematic and final design services for the support structure we determine to be most practical and economical while meeting the required building codes for the occupancies.

- *Tim Dall, PE Senior Engineer*

The D&K's M/E/P professionals are experienced problem solvers who have earned a reputation for. being responsive to the needs of the client and creative in their approach to the design and selection of mechanical and electrical systems. They balance capital costs with future returns. from an energy efficient design perspective. Their expertise encompasses new construction as well as facility renovations and rehabilitation and working with Efficient VT on the initial stages of projects.

Experienced mechanical and electrical engineers support assignments from single discipline through full-service multidiscipline design and construction projects. Staff includes accredited Professionals that are committed to integrated design of high-performance buildings.

The mechanical and electrical team

- *Ryan Roberts, PE - Dept Manager*
- *Matt Healey, PE - Project Manager*

Ability to Meet Schedules and Budgets

EHDanson Associates, PLLC believes in establishing clear and attainable expectations and goals for every project. That includes a healthy dose of realism when developing both the project budget and schedule. We will work with you and our consultants to provide an understandable list of project concerns as they relate to the goals and develop an approach to achieving them within the context of a budget based on experience with similar projects and the expertise, we have in our consultants in site development.

As noted, the site does present some challenges and opportunities that will need to be examined in the initial stages of the design process. Once we have a full understanding of those, then we can develop a realistic design and budget for your project as well as a realistic schedule. Our track record on other projects will bear this out.

We anticipate that the project will take a total of approximately eighteen months to complete.

Schedule

Based on our current schedules, we believe that we can provide you with the Phase I preliminary design and estimating services you need to accomplish a Select Board or bond vote approval by May/June 2024. Preliminary design phase time frame:

Award Architectural Services:	January 2, 2024
Survey, site condition and permit assessments	4 weeks
Programming:	2 weeks
Preliminary Design:	6 weeks
Finalize Preliminary Design and Documentation	3 weeks
Estimating:	3 weeks
Preparation and Submission for Select Board Approval/Bond Vote:	4 weeks

This is only a suggested schedule. If we the Town seeks to plan on certain dates for bond votes and occupancy, please allow us to adjust this schedule to meet your needs.

For the Phase II portion of the work, we would expect to have the final bid drawings as early as September 2024 or late as February 2025, depending on the established scope of work and permitting requirements. This schedule should allow for occupancy in late Fall 2025.

Fees

Phase I - Preliminary Design and Permitting Assessment Services:

Fixed Fee for Preliminary Design & Pre-bond Services: Fees include sufficient civil, structural, mechanical, and electrical engineering to establish cost estimating.

- Architectural $14,850
- Survey $3,960
- Civil Engineering $9,785
- Structural, Mechanical & Electrical Engineering $12,000
- Estimating Services: $3,000
- **Total Preliminary Design and Pre-bond Services**: **$43,595**

Total Estimated Pre-bond Reimbursable Expenses: $1,000

Option for Consideration: We believe expending funds to obtain permits prior to receiving Town approval is premature. There are some possible alternatives that may need to be addressed once the site has been reviewed and surveyed during the preliminary design. Those include Stormwater design and permitting, the possibility of an off-site wastewater leachfield and wetlands delineation. If these issues become necessary, the estimated fees to provide these design services will be between $15,000 and $17,600. We suggest that services during

preliminary design be limited to the necessary investigation sufficient to establish a realistic cost estimate. Final design and permit application can be made after bond approval.

Phase II - Design Development and Construction Documents Services:

Includes Design Development, Contract Documents

- Architectural $37,800
- Civil Engineering $31,630
- Structural, Mechanical & Electrical Engineering $22,500
- Estimating Services:.....$2,500
- **Total DD & CD Services**:.....**$94,430**

Phase III - Bidding/Negotiation and Contract Administration:

- Architectural $18,200
- Civil Engineering $6,420
- Structural, Mechanical & Electrical Engineering $10,000
- **Total Construction Administration Services**: **$34,620**

- Total Estimated Pre-bond Reimbursable Expenses: $3,200
-

EHDanson
Associates, PLLC
Architects

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Suite 104
P.O. Box 4069
St. Johnsbury, Vermont 05819

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web www.ehdanson.com

Effective January 1, 2023

Schedule of Rates:

Project Manager: $135.00
Designer: $95.00
CAD Technician I: $90.00
CAD Technician II: $80.00
CAD Technician III: $75.00
CAD Technician IV: $70.00
Clerical Staff: $65.00
Principal: $150.00

Reimbursable Expenses:
Reimbursable expenses will be billed at standard rates plus 15 %. These expenses include but are not limited to photocopies, printing, long distance communications, fax, postage, delivery, travel, photography, outside consultants, renderings, models, and any additional insurance you request.

Consultants (when additional service): ..... 1.15 times Actual Cost
Consultant Reimbursables: ..... As billed to EHD
Travel Expenses, Lodging, Meals: ..... 1.15 times Actual Cost
Cell Phone Surcharge: ..... $5/mo. + Cost of calls
Postage Expense: ..... 1.15 times Actual Cost
Auto Travel: ..... current Federal Rate
(All travel time from St. Johnsbury is charged at regularly hourly rates.)
Computer diskette/CD duplication: ..... $20.00 each

Photographic Charges:
Digital Images/Prints: ..... $2.00 Each
Prints: $0.60/SF

Photocopies:	B & W	Color
8.5 x 11	$0.20/Page	$0.50/Page
11 x 17	$0.50/Page	$1.00/Page

Civil & Structural Engineers
DeWolfe ENGINEERING ASSOCIATES
PROFESSIONAL CORPORATION

Letter of Agreement for Limited Professional Services

DEA Project No: 23329

Date: December 8, 2023

Civil Engineer of Record (CER):
DeWolfe Engineering Associates, PC
317 River Street
P.O. Box 1576
Montpelier, Vermont 05601-1576

Client:
Mark Wheeler
EH Danson Associates
357 Western Ave Suite 104
St. Johnsbury, VT 05819

Project Name: East Montpelier Town Highway Garage Reconstruction

Location: 325 Templeton Road, East Montpelier, Vermont

Project Understanding: The Town of East Montpelier wishes to demolish the existing town garage building and construct a new 70'x125' town garage building in approximately the same location. The project development will not expand beyond the existing developed area due to adjacent protected wetlands and surface water. The proposed garage will not have fire sprinklers.

Scope of Services: CER will provide a schematic site design, using available GIS information (orthophotography, LiDAR contours, tax map property boundaries, environmental features, etc.). We will make one (1) site visit to field check GIS information. The schematic site plan will include the new garage building footprint, drives and exterior storage areas, conceptual well and leachfield locations, and other site appurtenances. Areas where grading will be critical to site design will be identified, but proposed grading will not be shown on the schematic plan. This proposal includes development of up to two (2) schematic site plan options. CER will provide a summary of permit jurisdiction based on the schematic site design. CER will provide a schematic level cost estimate for site elements.

After snowmelt in 2024, CER will perform topographic survey and soil investigations necessary for final design. CER will subcontract with Chase and Chase Surveyors for topographic survey. The extent of the survey will include the existing developed area of the town garage and adjacent fire station and to the edge of the stream or wetland flags to the north of the garage. We understand that the Town will contract with Chase and Chase directly to perform boundary survey, including a boundary line adjustment plat, for the project. This proposal includes one (1) day of observation of test pits to locate suitable soils for a replacement leachfield for the garage building. Note that, because the site is constructed on fill and is surrounded by both ledge at the ground surface and wetlands/surface water, a suitable location for a replacement leachfield may not exist. Design of a leachfield on adjacent property is included in this proposal as an add alternate. CER will coordinate and attend one (1) site visit with the State District Wetlands Ecologist to review the project with respect to the adjacent Class II wetlands.

CER will provide a site plan set, generally including legend and notes, existing conditions, site and utility, grading, and detail sheets. CER will design a concrete pad and secondary containment structure for the new above ground diesel fuel tanks. This proposal does not include design of the storage tanks or planning for and monitoring of the removal of the existing fuel tanks. The site design will include new on-site water supply well and wastewater disposal systems. The site design will include a holding tank for water discharged from the floor drains in the garage building. CER will coordinate with site electrical and communications design provided by others. CER will update the site cost estimate at the conclusion of design development. The cost estimate will include site elements designed by CER only.

This proposal includes attendance at six (6) design review meetings during schematic design and design development.

The attached terms and conditions are part of this Agreement.

CER will provide typically required forms, plans, and correspondence required to obtain the following permits:

- East Montpelier zoning, site plan review, and conditional use review;
- State of Vermont Wastewater System and Potable Water Supply Permit;
- State of Vermont Construction Stormwater (3-9020) Permit; and
- State of Vermont Aboveground Storage Tank registration.

This proposal includes representation at one (1) public hearing before the East Montpelier Development Review Board.

State operational stormwater permitting is included as an add alternate. Jurisdiction will attach to the project if more than one-half acre of existing impervious is redeveloped or more than 5,000sf of impervious area is added.

Site lighting and landscaping design services are not included in this proposal. If permitting necessitates the incorporation of these services by others, CER will coordinate these elements with the site plans. We do not anticipate that a traffic study will be required for this project.

Following design development CER will provide construction level site plans and book-form specifications for site elements. CER will update the site cost estimate following the development of construction level plans. We will assist with the site excavation contractor selection process for this project, including attendance at the pre-bid conference. We will respond to contractor questions, prepare addenda and drawing revisions, review bids and provide input regarding contractor selection.

CER will provide limited construction administration services for this project, including responses to requests for information and review of shop drawings and submittals. We have estimated three (3) site visits for construction supervision. Additional site visits required will be billed as additional services described below.

Exclusions: Based on our current understanding of the project scope, the following services are excluded from this proposal.

- Meetings or site visits beyond those specified in this proposal
- Boundary survey
- Wetlands delineation
- Environmental Site Assessment
- Services related to contaminated soils
- Existing fuel tank removal permitting or monitoring
- Geotechnical analysis or soil testing
- Landscape architectural services
- Site lighting or electrical design
- Fuel storage tank design
- Fuel storage tank canopy
- Spill Prevention, Control, and Countermeasure Plan preparation
- Traffic study
- Act 250 permitting
- Operational Stormwater permitting
- Multi-Sector General Permit
- Wetlands permitting
- Construction layout survey
- As-built survey or plans

Schedule: Assuming that CER receives notice to proceed by January 15, 2024, CER will provide the schematic design and cost estimate by April 1, 2024. Assuming timely approval by the Town of the schematic design, design development and permit applications are anticipated to be complete by September 1, 2024. Construction documents will be complete by January 1, 2025 for bidding and construction in spring 2025.

Fee Arrangement:
Based on the stipulations in this letter, Basic Compensation for the Scope of Services shall be as follows:

Schematic design and cost estimate (lump sum)..... $9,785

Estimated fees for remainder of project:
Design development..... $17,130
Permitting..... $9,690
Contract documents, bidding, and negotiation..... $4,810
Construction Services $6,420
Topographic survey expense..... $3,960
Mileage and printing expense $100

Total project fee (estimate) $51,895

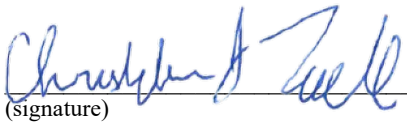
Estimated add alternates:
Operational stormwater design and permitting..... $7,100
Off-site wastewater leachfield $5,100
Wetland delineation and permitting..... $5,500

Additional or Extra Services, which may be added to the Agreement by written request, shall be charged at the CER's current hourly rates at the time of service. Hourly rates are subject to change at or around the beginning of each year. At the time of this proposal the current hourly rates are:

Current Rates:

Principals	$170.00 /Hr.	Senior Technician	$120.00 /Hr.
Senior Engineers	$145.00 /Hr.	Technician	$ 80.00 /Hr.
Project Engineers	$125.00 /Hr.	2 Person Survey Crew	$200.00 /Hr.
Staff Engineers	$110.00 /Hr.	Administration	$ 70.00 /Hr.
Junior Staff Engineer	$ 90.00 /Hr.		

Offered by (CER):



(signature)

Christopher J. Temple, P.E.
President
DeWolfe Engineering Associates, PC

Accepted by (Client):

_____
(signature) (date)

_____
(printed name/title)

_____
(for)

Civil & Structural Engineers
DeWolfe
ENGINEERING ASSOCIATES
PROFESSIONAL CORPORATION

Terms and Conditions

Civil Engineer of Record (CER) shall perform the services outlined in this agreement for the stated fee agreement.

Access to Site

Unless otherwise stated, the CER will have access to the site for activities necessary for the performance of the services, the CER will take precautions to minimize damage due to these activities, but has not included in the fee the restoration of any resulting damage.

Fee

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded by more than ten percent, without written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

Billings/Payment

Invoices will be submitted monthly for services and reimbursable expenses and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30 days after the invoice date and the CER may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. A service charge will be 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay cost of collection, including reasonable attorney's fees.

Indemnifications

The Client shall indemnify and hold harmless the CER and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or in part by the negligent act of omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except the CER) or anyone for whose acts any of them may be liable.

Hidden Conditions

A civil condition is hidden if concealed by existing finishes or if cannot be investigated by reasonable visual observation. If the CER has reason to believe that such a condition may exist, the CER shall notify the Client who shall authorize and pay for all costs associated with the investigation of such a condition and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after- due notification, or (2) the CER has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and the CER shall not be responsible for the existing condition nor any resulting damages to persons or property.

Risk Allocation

In recognition of the relative risks, rewards, and benefits of the project to the Client and the CER, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, the CER's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of $50,000, the amount of the CER's fee (whichever is greater) or the other amount agreed upon when added under Special Conditions. Such causes, include, but are not limited to the CER's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Consequential Damages

Neither the CER nor the Client will be responsible for consequential damages due to any alleged failures by either party. To the fullest extent permitted by law, the Client and the Engineer waive against each other, and each other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

Termination of Services

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay the CER for all services, rendered to the date of termination, all reasonable expenses, and reasonable termination expenses.

Ownership Documents

All documents produced by the CER under this agreement shall remain the property of the CER and may not be used by this Client for any other endeavor without the written consent of the CER.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the principal place of business of the CER.

December 8, 2023

Mark Wheeler, Sr Project Manager
EH Danson Associates, LLC
357 Weston Ave, Suite 104
St Johnsbury, VT 05819

SUBJECT: Mechanical, Electrical, Plumbing and Structural Services
Proposed Design for East Montpelier Town Garage, E. Montpelier, VT 05602

Dear Mark:
DuBois & King Inc. proposes to provide Mechanical, Electrical, Plumbing, and Structural consulting engineering services for the proposed East Montpelier Town Garage. The main building (8,750 sf) will include seven (7) total bays. Specifically, two (2) bays will be dedicated to equipment, while five (5) bays will cater to trucks as well as a small office space, a bathroom, a breakroom, and a utility room.

SCOPE OF SERVICE

A. Schematic Design & Design Development:
   1. Participate in a virtual "kick-off' meeting to review the scope of the proposed work and schedules.
   2. Review the project geotechnical report provided by the Owner.
   3. Develop preliminary structural design criteria.
   4. Review floor plans for MEP considerations.
   5. Provide Schematic design and cut sheets on proposed systems for Owner review and comment.
   6. Meeting with the owner to review Schematic design.

B. Mechanical Engineering:
   1. Conference calls, as necessary, with you, the owner's representative, and energy utility representatives to discuss HVAC systems.
   2. Provide review document sets for Owner/Architect review.
   3. Design of heating, air conditioning and ventilating systems.
   4. Coordinate with site utilities.
   5. Construction documents:
      a. Mechanical Drawings.
      b. Mechanical details to be on drawings.
      c. Mechanical equipment schedules to be on drawings.
      d. Mechanical specifications to be in AIA Master Format.

C. Electrical Engineering:
   1. Telephone conferences and construction design conferences to coordinate and select electrical equipment.

2. Electrical load calculations.
3. Coordinate electrical service designs with local power company.
4. Coordinate with site utilities.
5. Electrical design to comply with all applicable codes.
6. Electrical design to include power, lighting, fire alarm, telephone/data, mechanical and plumbing equipment power.

D. Plumbing Engineering:
1. Conference calls, as necessary, with you, the owner's representative, and energy utility representatives to discuss plumbing systems.
2. Design waste, vent, and domestic hot/cold water piping systems.
3. Plumbing fixture selections.
4. Plumbing design to comply with all applicable codes.
5. Coordination with site utilities.
6. Construction documents:
    a. Plumbing Drawings.
    b. Plumbing equipment schedules will be on drawings.
    c. Plumbing Details will be on drawings.
    d. Plumbing specifications will be in AIA Master Format.

E. Structural Engineering:
1. Finalize structural design criteria.
2. Perform preliminary calculations for typical structural and foundation system components.
3. Prepare preliminary design and Revit-based drawings for typical areas, typical component sizes
4. Prepare outline specifications for structural and foundation items in the form of notes on the drawings.
5. Attend periodic virtual design review/coordination meetings.

F. Construction Documents:
1. Electrical drawings
2. Lighting Schedules on drawings.
3. One-line diagrams for electrical power on drawings
4. Electrical Panel Schedules on drawings.
5. Fire alarm system drawing.
6. Telephone, and data cable drawing.
7. Electric power for Mechanical Equipment on power plan drawing.
8. Site electrical drawing.
9. Electrical specifications in AIA Master Format.
10. Complete design calculations.
11. Preparing Revit based structural and foundation drawings, including plans, sections and details.
12. Provide structural consultation to Client or Client's consultants in connection with secondary and non-structural building elements.
13. Prepare technical specifications for structural and foundation items based on the BSD system.

14. Prepare a Statement of Special Inspections, containing recommended content and frequency for the periodic inspections, tests and reports.

G. Bid Phase:
   1. Attend Pre-Bid walk-through
   2. Answer questions from contractors concerning the project.
   3. Prepare the Addenda as required.
   4. Prepare a limited number of bid alternates. Major bid alternates can be prepared on a time and material basis.
   5. Review bids with the Owner and Construction Manager.

H. Construction Phase Services:
   1. Make a timely review of shop drawings and other submittals of the Contractor for general conformance to the design concept of the PROJECT and the Construction Contract Documents.
   2. Review and answer RFI's as needed.
   3. Make visits, as required, to the site of construction for job meetings, observe the progress and quality of the construction work, and determine if the work is in general conformance with the drawings and specifications. Prepare a report of the site visit. A total of two (2) visits are included in this Proposal.

SERVICES NOT INCLUDED

A. Permits assistance other than listed above.
B. Permit and Utility Fees.
C. Fire protection (sprinkler) design or performance specifications.
D. MEP engineering for LEED certification (can be included as additional engineering services)
E. Design and detailing associated with IBC Seismic Design Category D requirements are excluded as part of Basic Services and will be provided as an Additional Service.
F. Design of stairs and handrails/guard rails
G. Permit applications
H. Identification of and recommendations for proper disposal of hazardous materials.
I. Design of mat or pile foundations (and the related grade beams and structural slabs-on-grade). We have assumed that normal soil conditions exist at the site that will allow for the use of traditional spread and continuous footings with an interior slab-on-grade
J. Architectural, Geotechnical, Site/Civil Engineering, Soil Borings, Laboratory Testing, Surveying, Construction Material Testing, and Special Inspection Services.
K. Assisting the Client in evaluating any requested deviations from the structural design or specifications. The cost for the Engineer to evaluate proposed deviations/alternates is beyond the scope of basic services and accordingly will be billed as additional services.

SERVICES AND INFORMATION UNDERSTOOD TO BE PROVIDED TO DUBOIS & KING INC. FOR MEP DESIGN COORDINATION

A. Floor plans in REVIT format.
B. Site plans in CAD format.
C. Printing of plans and specifications.

D. Permit Assistance other than as listed above.

ANTICIPATED SCHEDULE

We anticipate complete design documents 90 days after the official notice to proceed.

PROFESSIONAL FEES

For accomplishing the above Scope of Services, DuBois & King Inc. would be paid a lump sum plus reimbursement of expenses as follows:

DESCRIPTION	**MECHANICAL. ELECTRICAL, PLUMBING, AND STRUCTURAL**
Schematic Design and Design Development	$12,000
Prepare Construction Documents	$21,400
Bid and negotiation	$ 1,100
Construction Administration	$ 10,000
TOTALS	**$ 44,500**

Reimbursable expenses are billed on a time and material basis and should not exceed $800.00.

Should additional services be necessary due to unanticipated conditions or recommended or directed changes in the Scope of Service we will seek your authorization first.

ACCEPTANCE

If the Scope of Services and terms outlined here are acceptable please sign the enclosed copy of this letter and return it to us. This letter along with our Schedule of Fees and Contract Conditions will serve as our agreement.

DuBois & King Inc. is looking forward to working with you on this project, if you have any questions or desire additional information concerning this agreement do not hesitate to contact me.

Very truly yours,

Ryan Roberts, P.E.
Electrical Department Manager
DuBois & King, Inc.

ACCEPTED AND AUTHORIZED TO PROCEED:

BY: _____

DATE: _____

SCHEDULE OF FEES AND CONTRACT CONDITIONS

	Hourly Rate
Senior Principal	$225.00
Principals/Director II	$200.00
Principals/Director I	$195.00
Senior Project Manager III	$195.00
Senior Project Manager II	$190.00
Senior Project Manager I	$175.00
MEP Sr. Design Engineer	$165.00
Project Manager II	$150.00
Project Manager I	$135.00
MEP Jr. Design Engineer	$135.00
Senior Project Engineer II	$130.00
Senior Project Engineer I	$125.00
Project Engineer II	$125.00
Project Engineer I	$120.00
Environmental Scientists/Field Naturalists	$120.00
Construction Inspector	$120.00
Landscape Architect	$140.00
Landscape Designer/Planner	$125.00
Staff Engineer II	$110.00
Staff Engineer I	$100.00
Senior Designer II	$125.00
Senior Designer I	$110.00
Designers/Technicians	$90.00
Senior Planner, AICP	$140.00
Administrative Support	$ 85.00

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 & 1/2) 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 an Administrative Fee of 12%:

1. Transportation and subsistence expenses incurred.
2. Shipping charges and insurance for hardware, samples, field test equipment, etc.
3. Long-distance telephone calls, telegrams, and cables.
4. 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.
5. Reproduction of drawings, reports, and documents, and photographs for project records.
6. 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 sub-contracted 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 sub-consultants (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 a 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 the 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: In providing opinions of probably 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 Opinion of Probably 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 Probably 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 or 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.

HR6(07-23)

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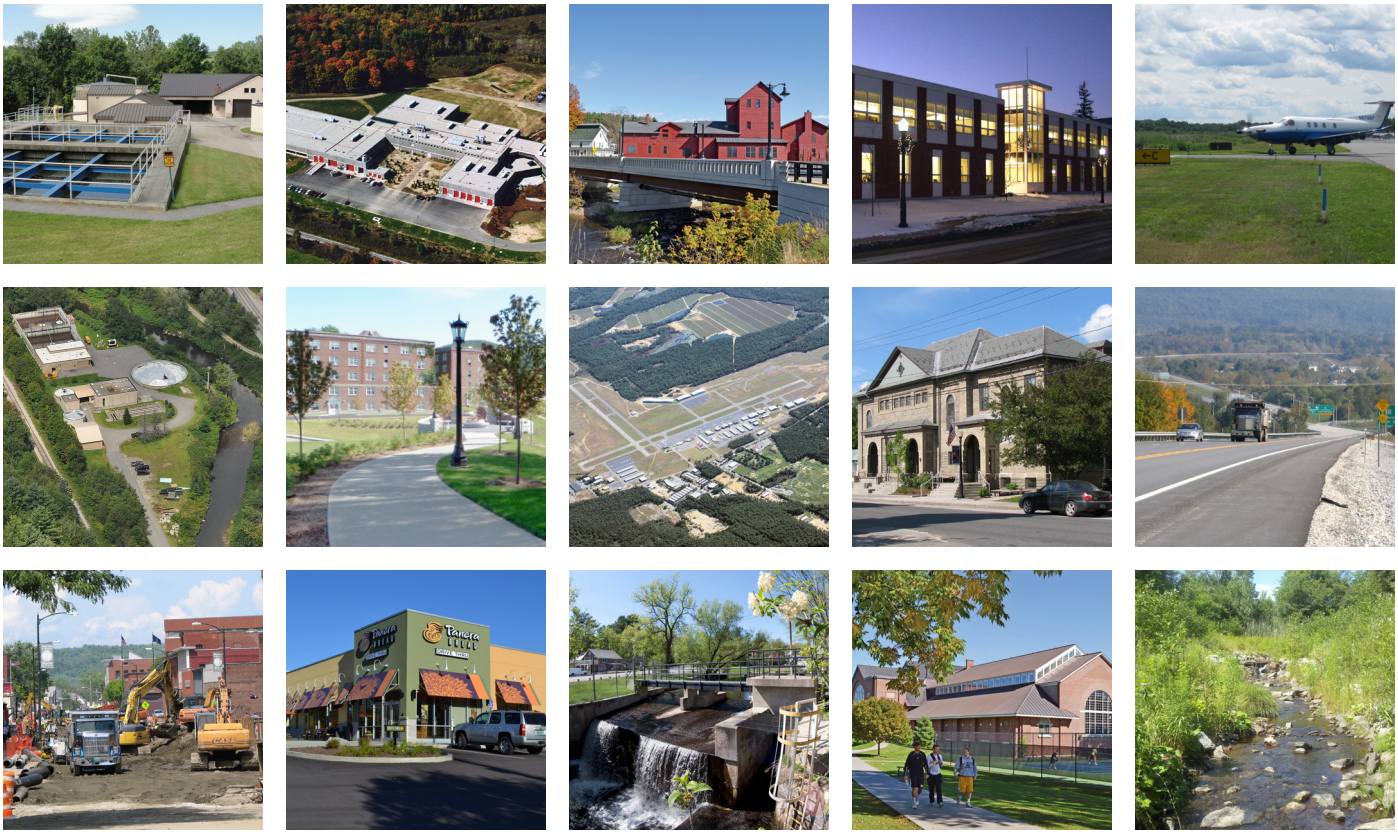
Revised July 2023



Service Areas

Transportation & Traffic
Municipal & Regional Planning
Airport Planning & Engineering
Civil/Site Engineering
Survey
Landscape Architecture
Facilities Planning & Design
Mechanical
Electrical
Structural
Dams
Water Resources
Environmental Documentation/Permitting
Natural Resources Management
Water/Wastewater
Environmental Services
Hazardous Materials/Brownfields
Construction Phase Services

DuBois & King inc.
www.dubois-king.com

Firm Overview

DuBois & King, founded in 1962, is a multidisciplinary, professional consulting firm providing planning, engineering, and construction phase services to federal, state, municipal, institutional, and private sector clients. With offices in Vermont, New Hampshire, Maine, and New York, DuBois & King provides professional services in civil engineering, site development, water resources, survey, water/wastewater engineering, environmental documentation, and mechanical, electrical, and structural engineering. The firm employs engineers, planners, designers, surveyors, technicians, environmental and permitting specialists, wetland scientists, and support personnel.

DuBois & King is positioned to provide professional services to support a wide variety of projects utilizing a full range of in-house technical disciplines, and we tailor teams to the particular needs of each project. DuBois & King licensed professionals and technical staff support projects associated with:

- Transportation
- Water Resources
- Public Infrastructure
- Facilities
- Site Development
- Environmental Documentation & Permitting

Service Areas

Facility Assessments/Audits
Code Reviews
Sustainable Design/Net Zero
Lighting Controls
Evaluation of Power Supplies
Grounding and Lightning Protection
Cogeneration Studies
Load and Short Circuit Analyses
Emergency Power Systems
Power Distribution
On-Site Generation
Telephone/Intercommunications Systems
Interior, Exterior Lighting
Closed Circuit Television
Security and Access Control
Paging and Clock Systems
Fire Alarm Systems
Arc Flash Analysis

DuBois & King inc.
www.dubois-king.com

Electrical Engineering

DuBois & King's electrical engineering group consists of experienced project managers, engineers, designers, and technical staff capable of providing comprehensive services necessary for the design of electrical systems for governmental, institutional, commercial, and residential buildings.

Firm professionals perform field investigations, evaluations, and system condition assessments needed to design power, lighting, communications, and instrumentation systems. Firm engineers provide studies, computer modeling analyses, bid and construction documents, and cost estimates for a wide range of projects.

D&K electrical engineers work closely with owners, architects, and other professionals to develop assessments, recommendations, and energy efficient designs for new construction and renovation projects. With a focus on thorough assessment of electrical and communication system needs, decades of practical electrical engineering design expertise, and an emphasis on reduction of energy usage, D&K engineers develop electrical infrastructure that contribute to successful building projects.

Service Areas

Facility Assessments/Audits
Code Reviews
Energy Audits/Energy Conservation
Sustainable Design/Net Zero
Commissioning
Water Conservation
Historical Buildings
Heating and Cooling Systems
Steam & Water Boilers
Chilled Water Systems
Air Handling Systems
Ventilation Systems
Process Piping Systems
Plumbing Systems
Medical Gas Systems
Solar Domestic Hot Water
Snowmelt Systems
Lab Systems

DuBois & King inc.
www.dubois-king.com

Mechanical Engineering

DuBois & King mechanical engineers specialize in the design of building heating, cooling, ventilation, and plumbing systems. D&K mechanical professionals understand the special considerations and challenges inherent to building systems, including environmental controls, physical limitations imposed by building configurations, process details and code requirements, the safeguard of building occupants and equipment, energy efficiency, and the cost-effectiveness of design alternatives.

Firm professionals are experienced problem solvers who have earned a reputation for being responsive to clients and creative in their approach to the design and upgrade of mechanical and plumbing systems. They balance capital costs with future returns from energy efficient design. Their expertise encompasses new construction, as well as facility renovations and rehabilitation.

Assignments include single discipline through full service multidiscipline design and construction administration. The firm is committed to integrated design of high performance buildings. Staff includes Leadership in Energy & Environmental Design (LEED) Accredited Professionals and ASHRAE Certified Commissioning Process Management Professionals.

Service Areas

- Foundations
  - Conventional and Deep
- Superstructure
  - Cast-in-place and Precast Concrete
  - Masonry
  - Steel
  - Wood
- Investigations
- Evaluations
- Equipment Foundations
- Lifting Devices
- Vibration Analysis
- Geotechnical
- Structural Details
- Code Analysis

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Structural Engineering

D&K provides complete engineering for analysis, design, inspection, and evaluation of structural systems. The firm's structural engineers have thorough knowledge of standard structural systems, as well as the creativity to resolve unique challenges.

D&K engineers conduct investigations of existing structural systems and provide structural analysis, design, and detailing assistance for a wide variety of industrial, institutional, and public and private clients. Our structural teams are equally comfortable providing engineering for mat-and-pile foundations, evaluating and rehabilitating historic structural systems, or investigating and repairing special structures such as penstocks, fall protection systems, and gantry cranes. Structural designers use Building Information Modeling (BIM) software such as Revit and other 3D design packages.

The firm's structural teams make recommendations and design solutions based on sound engineering principles using the expertise that comes with time and experience. Our goal is to provide constructible, cost-effective structural solutions.

Tim Dall, PE, SE, LEED AP

Senior Structural Engineer

EDUCATION

B.S., Civil Engineering, University of Vermont, 1997
Studies toward M.S., Civil Engineering, University of Vermont

REGISTRATIONS

Professional Engineer: VT 8096, NH 12905, NY 098310, NJ 24GE05172200, MA 55891
Structural Engineer: IL 81007009
LEED Accredited Professional
NCEES: 29972
NCEES: Model Law Structural Engineer
OSHA 10-Hour Training Course
Permit-Required Confined Space

Mr. Dall is a licensed professional engineer with 26 years of experience as a structural engineer. He leads the DuBois & King Structures Division. Tim's experience includes design and investigation of various building materials, including steel, concrete, precast concrete plank, masonry, and timber. His project experience includes new building construction, retrofit of existing buildings, pedestrian bridges, and other structures of various materials and degrees of complexity. He is responsible for project management, structural design, and production of contract documents using CADD and Building Information Modeling (BIM) platforms.

Town Garage, Chelsea, VT. Senior Structural Engineer for study through construction phase engineering services for a $900,000 town garage. The Town had outgrown the existing 20-year-old facility and after a four-year planning process, elected to fund the construction and design of a new site and structure in western Chelsea. Firm services included geotechnical design; coordination with an architect, the Town, and boring contractor; and design of mezzanine and site foundation for a 7,000-SF, pre-engineered steel structure, warm air furnace, and propane-fired heaters, lighting, and emergency generator for a fire pump.

Town Office Building Addition, Essex, VT. Senior Structural Engineer for a $1.7M addition to a municipal office building. Improvements include a two-story wood addition, new records vault, and a single story entry vestibule. Scope of work included preliminary through final mechanical-HVAC and electrical design, as well as structural foundation and framing design using Revit for collaboration between engineering disciplines and the Architect.

Williston Fire Facility, Williston, VT. Engineer of Record for new 22,000-SF station constructed of wood framing and load bearing masonry walls with steel joints. The building was seismically classified as an essential facility with a seismic design category of D. The lateral system made use of wood and masonry shear walls.

Windsor County Municipal Building, Windsor County, Woodstock, VT. Project Manager/Engineer of Record responsible for the investigation, report, and design of remedial measures at the Windsor County Municipal Building. Investigation and report prepared for the owner's long-term capital improvement planning. Second floor structure reinforced to provide additional file storage capacity to accommodate Court consolidation.

Sand Shed Replacement, Pittsfield, VT. Senior Structural Engineer and QA/QC Reviewer for the design and reconstruction of a sand shed. The design included salvaging roof trusses and as much of the standing seam roof as possible before demolishing the remaining structure. The new sand shed design includes a new foundation one foot above the existing grade, wall sections including buttresses, a new floor slab, trusses and standing seam roof, salvaged trusses and standing seam roof, if possible, and new utility connections to match the existing ones. The project followed the VTrans MAS project development process.

Salt Shed Replacement, Duxbury, VT. Senior Structural Engineer and Engineer of Record for the construction of a salt shed located on VT 100. The facility is being designed to include salt operations, limited workshop space, and a secure, heated space for loader storage. The proposed structure is approximately 60-ft-long by 30-ft-wide and will include a single automatic overhead door for salt storage. The conceptual design plans, which have been completed, considered impacts on environmental resources and applicable permit requirements for the structure. This project is funded by a VTrans MAS grant that is expected to cover 80% of the project costs, and has been released for construction bids.

Salt Shed Replacement, Wardsboro, VT. Senior Structural Engineer and QA/QC Reviewer for a salt and sand shed replacement project. The small, wooden lean-to salt shed structure is being replaced with a larger salt and sand shed that will prevent water intrusion and contaminated runoff from discharging into to stream across the road and associated wetlands. It will reduce the risk of groundwater contamination, eliminate the need for salt and sand to be dumped on the ground upon delivery and then moved into the structure, and reduce waste. The project follows the VTrans MAS project development process, is being funded by a (VTrans) Municipal Mitigation Grant, and has been released for construction bids.

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Ryan Roberts, PE

Senior Electrical Engineer

EDUCATION

B.S., Electromechanical Engineering, Vermont Technical College, 2015
A.S., Electrical Engineering, Vermont Technical College, 2013

REGISTRATIONS

Professional Engineer: ME 16004

Mr. Roberts is an electrical engineer with eight years of experience. His role as an electrical engineer consists of arc flash and short circuit analysis, electrical system and equipment assessments, field surveys, and design of electrical systems for all types of applications. He frequently utilizes Revit and AutoCAD software for healthcare, educational, and industrial projects.

Burlington DPW, 645 Pine St., Burlington, VT. Electrical Engineer for an interior office renovation and building lighting replacement project.

Grand Isle Town Garage, Grand Isle, VT. Electrical Engineer for a new 9,000-SF maintenance garage.

St. Albans Town Garage, St. Albans, VT. Electrical Engineer for a new 18,000-SF maintenance garage and 6,000-SF sand and salt shed.

Georgia Town Garage, Georgia, VT. Electrical Engineer for a new 14,000-SF maintenance garage.

St. Albans Town Offices, St. Albans, VT. Electrical Engineer for a new 13,000-SF town office building.

VTrans Garage, White River Junction, VT. Electrical Engineer for a new 15,000-SF maintenance garage.

Ambulance Bay Addition, North Country Hospital Emergency Department, Newport, VT. Electrical Engineer for the design of a new ambulance bay and emergency department addition.

Rescue Building Design, University of Vermont, Burlington, VT. Electrical Engineer for complete design of the Rescue headquarters and Ambulance Bay. This project received a LEED certification.

Champlain Fire Station Project, Champlain, NY. Electrical Engineer for the design of an approximate 12,300-SF fire station. The proposed facility includes space for the core fire department operations; office, public, and utility spaces; and an allowance for walls and circulation (excluding garage). Services include the complete design of the electrical systems, code review of electrical systems, and attending design meetings. The electrical design will consist of power, lighting, lighting controls, site lighting, fire alarm system, telephone and data, card access control, and emergency generator and power distribution.

Camp Johnson Building 5-10, VT Army National Guard Colchester, VT. Electrical Engineer responsible for electrical drafting and design for the renovations and upgrades. The 5-10 Building consisted of a large storage space, two offices, a bathroom, and a boiler room. The project included new lighting, power, communications, and a new electrical service. All lighting was LED, energy-efficient.

194 Tilley Drive, South Burlington, VT. Lead Electrical Engineer for design services of a single-story office/commercial building. Assisted with the design of the electrical system using REVIT to LEED standards for the core shell.

Geokon Office Building, Lebanon, NH. Lead Electrical Engineer for the complete design of a three-story office building. Assisted with the design of the electrical design using REVIT.

Dave Anderson

Senior Mechanical Designer

EDUCATION

B.S., Architectural Engineering Technology, Vermont Technical College, 1996
A.S., Architectural Building Engineering Technology, Vermont Technical College, 1988

Mr. Anderson is a senior mechanical engineer who has 27 years of experience providing HVAC, energy, and plumbing services for commercial, resort, medical, industrial, high-end residential and low-income residential facilities projects. He has been directly involved in all areas of project administration: initial client need definition, proposal, basis of design definition, design development and construction administration. He is knowledgeable in all aspects of MEP design, including HVAC, plumbing, piping, and controls.

Georgia Highway Garage, Georgia, VT. Senior Mechanical Engineer/Project Manager for HVAC and plumbing design of a new facility with 5 bays of equipment storage, maintenance area, wash bay and supporting office area. Managed MEP design effort.

Grand Isle Town Garage, Grand Isle, VT. Project Manager for HVAC and plumbing design of a new facility with 5 bays of equipment storage, wash bay and supporting office area.

Champlain Fire Station Project, Champlain, NY. Senior Mechanical Engineer for the design of an approximate 12,300-SF fire station. The proposed facility includes space for the core fire department operations; office, public, and utility spaces; and an allowance for walls and circulation (excluding garage). Services include the complete design of MEP systems, code review of electrical systems, developing preliminary structural design criteria and structural framing systems; and attending design meetings. Developed a mechanical and plumbing narrative of systems for budgeting.

Advance Transit, Hartford, VT. Mechanical Engineer for HVAC and plumbing design for addition and renovation of bus storage and maintenance facility along with office HVAC upgrades.

CCTA, Burlington, VT. Mechanical Engineer for HVAC and plumbing design for bus storage facility addition including bus storage area, bus maintenance and washing and paint booth.

UVM AMR Facility, Colchester, VT. Mechanical Engineer for HVAC and plumbing for UVM's compressed natural gas bus maintenance area.

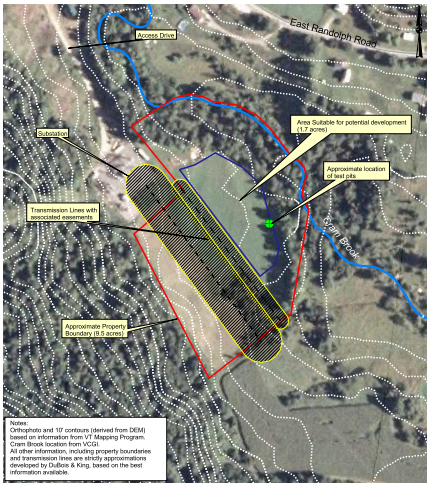
GMT Bus Storage, Burlington, VT. Senior Mechanical Engineer for HVAC and plumbing for design development for renovation of existing facility to bus storage to GMT.

Facility Renovation, Burlington Public Works Offices, Burlington, VT. Senior Mechanical Engineer for HVAC and plumbing design for renovation of existing department of public works office facility. Project replaced existing roof top VAV units. Relocated and added VAVs as needed to meet the new space requirements

Facility Renovation, Burlington Fire Station #2, Burlington, VT. Senior Mechanical Engineer for HVAC and plumbing design for renovation of sleeping quarters and shower/toilet room. New ventilation system, new roof top unit for meeting space.

Advance Transit, Hartford, VT. Mechanical Engineer for HVAC and plumbing design for addition and renovation of bus storage and maintenance facility along with office HVAC upgrades.

193 Tilley Drive, South Burlington, VT. Senior Mechanical Engineer for design services of a single-story office/commercial building. The project was designed in REVIT to LEED standards for the core shell.



Town Garage
Chelsea, Vermont

D&K provided study through construction phase engineering services for a $900,000 town garage. The Town outgrew 20-year-old facility and after a 4-year planning process, elected to fund the design construction of a new site and structure in western Chelsea. D&K conducted a feasibility study that considered accessibility; utility, including on-site wastewater and water supply; impact on environmental resources; and applicable permit requirements, including local and various ANR permits and Act 250. Firm engineers assisted the Town in the presentation of the site plan and addressing questions at a pre-bond vote meeting. Services included survey; civil/site design; and structural, geotechnical, mechanical, and electrical engineering.

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** Top two photos: the project during the construction phase; middle left image: base mapping; lower left photo: preexisting conditions*

Town Highway Garage Repair
Essex, Vermont

DuBois & King provided structural design and construction following for a project to reinforce and repair columns at the Essex Town Highway Garage.

The Essex Town Garage is a 9,300-square-foot pre-engineered metal building with five truck bays and is founded on conventional frost walls and spread footings. The building is served by a slab on grade. The project included reinforcing and repairing steel columns with deteriorated bases adjacent to three overhead doors, two new steel portal frames with foundations, and new wall girts and door jambs at three overhead doors. D&K provided structural evaluation and repair design and construction phase services. Services included:

- Field work to document existing conditions
- Structural analysis and design
- Submittal review and construction observation

Reference

Tom Yandow, Facilities Manager
Town of Essex, Vermont
5 Jericho Road, Essex, VT 05452
802.878.1344

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** Above photos, project during the construction phase*

Georgia Fire Station
Town of Georgia, Vermont

D&K provided civil/site, structural, and plumbing engineering design for a new 9,000-SF fire station facility. The facility includes new administrative offices, training room, and a high bay Apparatus Area for 8 emergency vehicles.

The civil/site design included permit work and applications, building surveys, grade development, stormwater management, driveway and parking areas, ADA accessible walkways, and three 14,000-gallon buried water storage tanks for emergency vehicle and fire protection requirements.

The structural design included concrete footings, foundations, and structural floors. The building is a premanufactured steel building. Design work included a general review of the steel system including coordination with the concrete and code reviews.

The plumbing design included well-water system booster pump, gas-fired domestic hot water system, three toilet rooms with showers, kitchen facility, Apparatus Area emergency vehicle wash stations, fire truck fill stations, and a decontamination wash-down area.

The mechanical/HVAC and electrical systems were developed on a design-build basis. D&K provided HVAC and electrical basis of design narratives for the design/build contractor's work.

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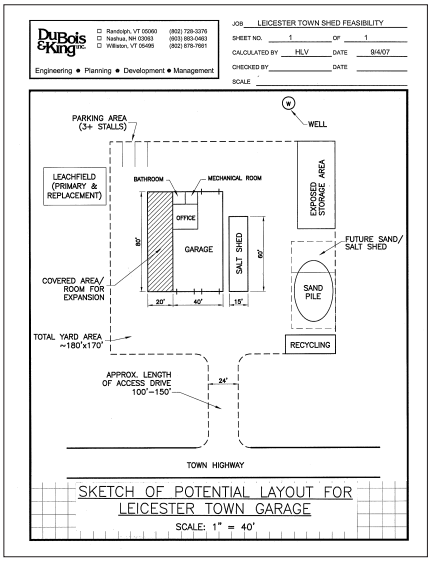

Town Garage Feasibility Study
Town of Leicester, Vermont

DuBois & King, Inc., was retained to identify and evaluate possible sites for a new Town highway maintenance facility. The demands on the Town of Leicester road crew continue to increase and the Town recognized that they need a facility with greater capacity. The existing facility consists of a salt shed, recycling trailer, sand pile, exposed area for storage of culverts, and the Town garage, but has no room for growth. The future facility will need to accommodate larger vehicles, will require on-site water and wastewater, and will have to allow for full-time employees.

- Developed first tier criteria that helped identify possible sites for consideration including location, parcel acreage, and acceptable zoning district.
- Identified 3 possible sites for further review and evaluated each with regard to septic suitability, site accessibility, environmental considerations, and property availability.
- Prepared cost estimates for site development of top two possible locations.
- Identified necessary local and state permits that Town will need to secure.
- D&K assisted the Town by identifying a list of possible funding mechanisms to pursue grant funding of phased development for the new Town facility

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** Above photos, existing conditions, sketch of potential layout*