



9 Washington Street
 Rutland, Vermont 05701
 802-855-8091
www.EngineeringVermont.com

November 2, 2020
 ESVT Project No. 20211

Middlebury Police
 1 Lucuis Shaw Lane
 Middlebury, VT 05753

Attn: Thomas Hanley, Police Chief
Re: Middlebury Police Station HVAC System Engineering Fee Proposal

Chief Hanley,

It was a pleasure to meet you to discuss need to renovate the HVAC system at the Police Station. We are pleased to provide you an engineering services proposal to provide engineering services to for the following:

A. Evaluation and Study Services:

Prepare a report with evaluation for the HVAC system to a more efficient, as well as evaluating options for alternative fuels, including heat pump technologies, heat recovery and non-fossil fuel heating alternatives.

We would meet with the Police department and Town to review the findings of this report in order to determine how to proceed with Design.

B. Fee for Engineering Services

- The engineering services will be provided on a lump sum basis as follows:

Evaluation and Study Engineering Fee :		
Evaluation and Report	\$ 2,200	
Meetings to Review Report	\$ 500	
Subtotal - Fees :		\$ 2,700
Reimbursable Expenses	\$ 100	
Total Engineering Fees :		\$ 2,800

- Invoices for services rendered shall be made on a monthly basis for completed services and reimbursable expenses incurred for the work. Reimbursable expenses will be invoiced in the amounts actually incurred in accordance with the attached rate schedule.

3. Payments shall be the net amount of the invoice due within thirty (30) days of the invoice date. Past due payments may be subject to late charges of one percent (5%) per month, or fraction of a month; until full payment is received. Late charges will be applied at the sole discretion of Engineering Services of Vermont

C. Services Not Included

1. The following services are not included in this agreement as they will be provided by the Police Department or Town of Middlebury, other consultants or the Owner.
 - a. Design of water, sewer, systems exterior to the building.
 - b. Design for Structural and Architectural Work.
 - c. Permitting.
 - d. Design of fire protection systems
 - e. Energy modelling.
 - f. Energy qualifications programs (LEED, Net-Zero or similar).
 - g. Reproduction of contract documents.

D. Additional Services

1. When requested in writing by the Police Department or Town of Middlebury, additional services may be incorporated in the work, subject to the terms of this agreement. Such additional services performed on an hourly basis in accordance with attached rate schedule.
2. Changes in the scope of the project that cause completed work to be revised and re-done shall be included as additional services. Normal detailing of work during the progress of the design shall not be considered additional services.
3. We can assist in construction services such as responding to questions, assisting in solving any issues that arise and the final development of the as-built drawings. We would perform these services on an hourly basis

E. Ownership of Documents

1. All documents prepared for this project shall remain the property of Engineering Services of Vermont and shall not be used for any purpose other than construction of this project without written consent of Engineering Services of Vermont.
2. Engineering Services of Vermont will provide reproducible copies of the drawings and specifications for this project for preparation of the contract documents. If requested, electronic files of the drawings (.pdf, .dwg or .dxf format) and specifications (.pdf, .doc or .txt format) will be provided to the Library or Town of Middlebury. Engineering Services of Vermont shall not incur any liability for the use of these documents or files other than for the construction of this project.

F. Termination of Agreement

1. This agreement may be terminated by either party, with or without cause, upon thirty (30) days, written notice. In the event of such termination, fees for the work completed shall become due and payable.

We trust that you will find this proposal acceptable. If so, please sign the enclosed copy, and return it to us. It will then be the complete agreement between us for Professional Engineering services.

We look forward to working with you on this project. In the meantime, please call if you have any questions, or need more information.

Respectfully,
Engineering Services of Vermont



Daniel W. Dupras, P.E.
Mechanical Engineer, Principal

Enc: ESVT 2020 Rate Schedule

Transmitted: Via Email, only

Accepted: _____ Date: _____

2020 RATE SCHEDULE

PROFESSIONAL SERVICES- HOURLY RATES

Engineer	\$125.00
Engineering Evaluations and Inspections	\$150.00
Expert Evaluation and Testimony	\$250.00
Design Engineer	\$ 90.00
Technical Assistant	\$ 75.00
Administrative Assistant	\$ 50.00

REIMBURSABLE EXPENSES

Travel-mileage	IRS Current Rate
Long distance telephone	Cost
Reproduction	
8 1/2 x 11 copies	\$ 0.10
Drawing Copies (in house)	\$ 0.25/sq. ft.
Outside Reproduction/Bid Documents	Cost
Postage	Cost
Lodging	Cost
Meals	Cost
Miscellaneous	Cost

TERMS & CONDITIONS

1. Invoices for services rendered shall be made on a monthly basis for completed services and reimbursable expenses incurred for the work. Reimbursable expenses will be invoiced in the amounts actually incurred in accordance with the attached rate schedule.
2. Payments shall be the net amount of the invoice due within thirty (30) days of the invoice date. Past due payments may be subject to late charges of five percent (5%) per month, or fraction of a month; until full payment is received. Late charges will be applied at the sole discretion of Engineering Services of Vermont.
3. Reuse of Documents: All documents including Drawings/Computer Files and Specifications prepared or furnished by Engineering Services of Vermont are Instruments of Service in respect of the Project, and Engineering Services of Vermont shall retain an ownership and property interest therein, whether or not the project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by the Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineering Services of Vermont for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Engineering Services of

Vermont and will entitle Engineering Services of Vermont to further compensation. Engineering Services of Vermont makes no representation regarding the accuracy, completeness, or permanence of digital files.

4. Partial Engineering Services: Client acknowledges that it is customary for the Engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project. Client agrees that if Engineering Services of Vermont is not employed to provide such professional services during the Bidding (if the work is put out to bid) and Construction Phases of the Project, Engineering Services of Vermont will not be responsible for, and Client shall indemnify, defend and hold Engineering Services of Vermont harmless from, all claims, damages, losses and expenses arising out of, or resulting from any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issue or carried out by Client or others. Nothing contained in this paragraph shall be construed to release Engineering Services of Vermont from liability for failure to perform in accordance with professional standards any duty or responsibility that Engineering Services of Vermont has undertaken under this agreement.
5. Budgets and Opinions of Cost: Suggested budgets, as uses in this Agreement, are best estimates by Engineering Services of Vermont. The budgets are based on available information and prior to any detailed research of the Project. Budgets are not intended to be fixed prices, but are reasonable estimates of average costs to complete projects of similar size. Since Engineering Services of Vermont has no control over the cost of labor, materials, equipment or services furnished by Others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, Engineering Services of Vermont opinions of probable Project Cost and Construction Cost provided for, herein are to be make on the basis of Engineering Services of Vermont's experience and qualifications and represent Engineering Services of Vermont's best judgement as experienced and qualified Professional Engineers familiar with the construction industry; but Engineering Services of Vermont cannot and does not guarantee that proposals, bid or actual Project or Construction Cost will not vary from opinions of probable cost prepared by Engineering Services of Vermont. If prior to the Bidding or Negotiating Phase the Client wished greater assurances as to Project or Construction Cost, the Client shall employ an independent Cost Estimator. Engineering services to modify the Contract Documents to bring the Construction Cost within any limitation established by the Client will be considered Additional Services and paid for as such by the Client.
6. Legal Fees: Should the Client breach any terms of this Agreement the Client agrees to reimburse Engineering Services of Vermont for any and all legal fees and costs incurred in enforcing the terms of this Agreement or otherwise collecting any amounts owed by the Client to Engineering Services of Vermont.