



July 10, 2023

Emmalee Cherington
DPW-Director of Planning
Town of Middlebury
1020 Route 7 South
Middlebury, VT 05753

Re: Middlebury Town Hall Solar Development – Design Proposal

Emmalee,

LN Consulting, Inc. would like to thank you for the opportunity to provide a proposal regarding the proposed solar development at the Town Hall in Middlebury, VT. We pride ourselves on developing creative, cost effective, and energy efficient designs and master plans for a variety of building types.

LN Consulting, Inc. has been designing and overseeing the construction of solar and battery storage projects for over 15 years. LN Consulting owns and operates (3) of their own solar arrays; one of which supports a 22,000 sq. ft. net-zero community sailing center. LN Consulting, Inc. has provided the designs up to 2.MW and has recently completed microgrid design that includes 500kW of solar with 1,000 kWh of battery storage for a 110,000 sq. ft. hotel in New Haven, Connecticut as well as a microgrid design that includes 375kW of solar with 500kWh of battery storage for the Vermont Air National Guard.

Scope of Work and Deliverables:

We understand the scope of work to provide a preliminary design and performance specifications for the proposed roof mounted solar system at the town hall. We will utilize the existing floor plans to provide the SD of various roof mounted options and optimize the layout based on probable initial cost and probable production capacity.

Once we have determined a high-level PV design approach, we will provide a performance specification to multiple solar contractors for bidding. We typically utilize this approach because different solar contractors have different equipment, panel, and inverter vendors that they prefer so the performance specification allows a competitively bid job without constricting the project to a specific vendors design. The performance specification will include total array power production as well as general guidance of location of equipment, etc. We will provide bidding assistance for the job. The performance specification will indicate that the contractor is required for all final commissioning and documentation as well as operational manuals, maintenance checklists, and warranty.



Once the job is awarded, we can provide a review of the proposed solar submittal for approval if desired. We can then provide construction administration for the job. This scope of work can be provided on a time and material basis. LN consulting will assist and provide a punch list of the system and start-up during the construction administration phase.

Schedule

Upon Approval of proposal, the performance specifications could be completed and bid within 4 weeks.

Exclusions

The following is excluded from our services:

- Site/Civil utility Consulting Services
- Utility permitting services
- MEP/FP Systems Commissioning
- Reimbursable Expenses.
- Building/Site/Civil Permitting Services
- MEPFP Design Documents
- Cost Estimating (Provided by others)
- Value Engineering Services
- Submittal Review (Provided on time and material basis)
- Construction Administration (Provided on time and material basis)

Fees

L.N. Consulting Inc. proposes to complete the aforementioned consulting services based on a lump sum fee as follows:

Engineering Services

Solar System Performance Specifications	\$	3,000.00
Bidding Assistance	\$	500.00
Total	\$	3,500.00

All of our services shall be provided per our Standard Agreement. The fees listed do not include systems testing services, reimbursable expenses and items specifically excluded. Our estimate of reimbursable expenses is approximately \$ 250.00.

We hope this proposal meets with your needs, please contact me with any questions.

Sincerely,

L.N. Consulting, Inc.

George D. Martin, P.E.

Encl. LNC 2023 Rate Schedule
LNC Standard Agreement



L.N. Consulting Rate Schedule – 2023

Design Engineering Service Rates:

Principal	\$195.00
Project Manager.....	\$175.00
Design/Consulting Technician Experience Level One	\$155.00
Design/Consulting Technician Experience Level Two	\$125.00
Energy Modeling.....	\$160.00

Reimbursable Expenses:

Finish Plots	\$10.00 per sheet
Prints	\$1.25 per sheet
Telephone	At Cost
FAX	At Cost
Mileage	\$0.655 per mile
Energy Modeling	At Cost
Miscellaneous Costs	At Cost



STANDARD AGREEMENT

L.N. Consulting, Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Standard of Care: In providing services under this Agreement, L.N. Consulting, Inc. will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Upon notice to L.N. Consulting, Inc. and by mutual Agreement between the parties, L.N. Consulting, Inc. will without additional compensation, correct those services not meeting such a standard.

Scope of Services: The Client and L.N. Consulting, Inc. have agreed to a list of services the L.N. Consulting, Inc. will provide to the Client, set forth in the appended Scope of Work and Deliverables of the attached proposal. If agreed to in writing by the Client and L.N. Consulting, Inc., the L.N. Consulting, Inc. shall provide Additional Services. Additional Services are not included as part of the Scope of Services and shall be paid for by the Client in addition to payment for the services listed in the attached proposal. Payment for Additional Services will be made by the Client, in accordance with the L.N. Consulting, Inc's Rate Schedule.

It is understood and agreed that L.N. Consulting, Inc's Scope of Services include full services, including construction administration. In the event that the Client chooses to reduce the L.N. Consulting, Inc's services, any claims that arise due to the reduction of services will be at the sole risk of the Client.

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 L.N. Consulting, Inc. L.N. Consulting, 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 L.N. Consulting, Inc. because of this Agreement or the performance or nonperformance of services hereunder. The Client and L.N. Consulting, 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.

Certifications, Guarantees and Warranties: L.N. Consulting, Inc. shall not be required to sign any documents, no matter by whom requested, that would result in L.N. Consulting, Inc's having to certify, guarantee or warrant the existence of conditions whose existence the L.N. Consulting, Inc. cannot ascertain. The Client also agrees not to make resolution of any dispute with L.N. Consulting, Inc. or payment of any amount due to L.N. Consulting, Inc in any way contingent upon the L.N. Consulting, Inc's signing any such certification.

Access to Site: Unless otherwise stated, L.N. Consulting, Inc. will have access to the site for activities necessary for the performance of the services. L.N. Consulting, Inc. will take reasonable precautions to minimize damage due to these activities, but has not included in the fee the cost of 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/Payments: Invoices for services and reimbursable expenses shall be submitted, at L.N. Consulting, Inc. option, either upon completion of the services or on a monthly basis. Invoices



shall be payable within 30 calendar days after the invoice date. A service charge of 1.5% (or the legal rate) per month will be applied to the unpaid balance after 60 days. Retainers shall be credited on the final invoice. The Client agrees to pay all costs of collection, including reasonable attorneys' fees. L.N. Consulting, Inc. reserves the right to terminate and/or suspend services under this agreement if the Client does not pay invoices within 60 calendar days after the invoice date.

Hidden Conditions and Hazardous Materials: A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If L.N. Consulting, Inc. has reason to believe that such a condition may exist, the Client shall authorize and pay for all costs associated with the investigation of such a condition. If (1) the Client fails to authorize such investigation after due notification, or (2) L.N. Consulting, Inc. has no reason to believe that such a condition exists, L.N. Consulting, Inc. shall not be responsible for the existing condition or any resulting damages to persons or property. L.N. Consulting, Inc. shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

Indemnification: L.N. Consulting, Inc. and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Defects In Service: The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

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 L.N. Consulting, Inc. for all services, rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

In the event of any termination that is not the fault of L.N. Consulting, Inc., the Client shall pay L.N. Consulting, Inc., in addition to payment for services rendered and reimbursable costs incurred and all other expenses directly resulting from the termination.

Ownership of Documents: All documents produced by L.N. Consulting, Inc. under this agreement shall remain the property of L.N. Consulting, Inc. and may not be used by this Client for any other purpose without the written consent of L.N. Consulting, Inc.

Dispute Resolution: Any claim or dispute between the Client and L.N. Consulting, Inc. shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). Unless otherwise specified, this agreement shall be governed by the laws of the State of Vermont.

Construction Observation: L.N. Consulting, Inc. shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and L.N. Consulting,



Inc., in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow L.N. Consulting, Inc., as an experienced professional, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

When construction observation or review of the Contractor's performance or any other construction phase services is excluded from L.N. Consulting, Inc. scope of services, it is understood and agreed that the Client assumes all responsibility for interpretation of the instruments of service and for construction observation, and the Client waives any claims against L.N. Consulting, Inc. 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 L.N. Consulting, Inc., its officers, directors, employees and subconsultants 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 instruments of service to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the L.N. Consulting, Inc.

If the Client requests in writing that the L.N. Consulting, Inc. provide any specific construction phase services and if L.N. Consulting, Inc. agrees in writing to provide such services, then they shall be compensated for as Additional Services.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Jobsite Safety: Neither the professional activities of L.N. Consulting, Inc., nor the presence of L.N. Consulting, Inc. or its employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies.

Photographic and Artistic Representations: L.N. Consulting, Inc. shall have the right to use photographic and artistic representations of the project for promotional and professional purposes. L.N. Consulting, Inc. shall endeavor to exclude proprietary or confidential information. The Client and Owner agree to notify L.N. Consulting, Inc. in writing of specific proprietary or confidential information to be excluded.



Acceptance: The Client accepts this Agreement and hereby directs L.N. Consulting, Inc. to proceed with the work. It also acknowledges that it has the budgeted and approved financial resources for this project and intends to pay for satisfactory completion of the services rendered in accordance with the conditions stated herein. Finally, Client warrants that the signature below represents the Client and the signatory possess the full legal authority to execute this contract on behalf of the company.

Signature - Client

Signature - LNC

Typed/Printed

Typed/Printed

Position/Title

Position/Title

Date

Date