



# CIVIL ENGINEERING ASSOCIATES, INC.

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South Burlington, VT 05403

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April 23, 2026

Town of Georgia Library Board of Trustees  
Attn: Mr. Brian Dunsmore, Vice-Chair Selectboard  
47 Town Common Road North  
47 Ethan Allen Rd  
Georgia, VT 05478

**Re: Georgia Town Library Access Enhancements  
Architectural/Engineering Services Update**

Dear Mr. Dunsmore:

With the narrowed guidance set forth by the Selectboard as it relates to the proposed improvements at the Georgia Public library, we wanted to take this opportunity to summarize the work completed up to this point and more importantly what the proposed scope of work and costs will be moving forward.

## **Completed Work**

Following the program outlined in the September 1, 2025 scope work and agreement between Civil Engineering Associates, Inc. (CEA) and the Town, essentially the Schematic Design phase of the project has been completed. A brief summary of that work is outlined below.

### **Architectural Services- Colin Lindberg Architects (CLA):**

- Review existing conditions and available archival documents.
- Prepare existing conditions floor plans.
- Conduct an in-person programming meeting with the Owner.
- Develop a minimum of two conceptual design options addressing building layout, circulation, access control, and space segmentation.
- Prepare schematic plans and elevations, including:
  - Code-compliant public restroom for after-hours use
  - New foyer addition connecting the Library and Community Room
- Provide a design narrative and preliminary opinion of probable construction cost for each concept.
- Present the schematic design package and facilitate one formal presentation meeting with the Owner.

**Civil Engineering Services:**

- Coordinate supporting site investigations, including wetland delineation, topographic survey, and boundary confirmation.
- Develop conceptual site plans illustrating parking modifications, accessible parking, potential secondary access.
- Prepare an opinion of probable construction cost for site-related components.
- Participate in and present at the schematic design meeting with the Owner.

**MEP Coordination:**

- Provide evaluation and coordination of mechanical, electrical, and plumbing systems.
- Prepare a summary letter reports outlining findings and recommendations.

**Proposed Design Development Scope of Work**

With the refocusing of the project primarily on addressing the ADA access improvements of the facility, we have developed detailed scopes of work for the Design Development Phase of the project.

The proposed work advances Concept 1.2 for the Georgia Public Library, focusing on a cost-conscious, Design Development (DD)-level effort to support Town decision-making. The project prioritizes essential improvements only, including ADA compliance, life-safety upgrades, and necessary code corrections, while maintaining the previously developed site redesign.

This scope represents a targeted Design Development effort to refine a reduced project concept into a coordinated, buildable framework with reliable cost information. The intent is to provide the Town with sufficient detail to make informed decisions while minimizing design effort and cost prior to full project authorization.

A general summary of those work scope is outlined below.

**Overall Scope of Services**

The design team (Architectural, Civil, Mechanical, and Electrical) will provide a coordinated DD-level design package including:

- Updated drawings and outline specifications
- Discipline-specific system layouts and modifications
- Coordination between all consultants
- A consolidated Opinion of Probable Construction Cost
- Presentation materials for Town review

### **Discipline-Specific Scope**

#### **Architectural - Colin Lindberg Architects (CLA)**

- Update plans to reflect revised Concept 1.2 scope
- Incorporate ADA-related interior improvements (e.g., accessibility upgrades, limited reconfiguration)
- Prepare DD-level drawings (plans, elevations, sections, schedules)
- Develop outline specifications
- Coordinate all disciplines and compile overall cost estimate
- Prepare presentation materials

#### **Civil / Site (CEA)**

- Advance previously developed site Improvements plan
- Provide ADA-compliant parking and accessible routes
- Perform grading and drainage adjustments including the “hump” at the entrance with supporting details and technical specifications
- Prepare erosion prevention and sediment control plan
- Prepare site utility plan.
  - Coordinate with electrical engineer for the site lighting
  - Include provisions for future infrastructure (e.g., EV conduit pathways)
- Provide an Estimate of Probable Construction Cost for the Site Improvements

#### **Mechanical & Plumbing (Tru Engineering)**

- Develop DD-level HVAC and plumbing design
- Prepare demolition and new work drawings
- Provide piping layouts, boiler room diagrams, and equipment schedules
- Develop an opinion of probable cost for mechanical systems

#### **Electrical (DuBois & King)**

- Provide DD-level electrical design for renovated/impacted areas
- Upgrade code-required systems (e.g., GFCI, emergency lighting, exit signage)
- Design interior lighting and controls for modified spaces
- Provide site lighting design and photometric analysis
- Support power, data, and system infrastructure (A/V, telecom, security—by others)
- Develop an opinion of probable cost for electrical scope

#### **Key Project Characteristics**

- Scope is intentionally limited to essential improvements only
- o full-building modernization or elective upgrades

- Mechanical and electrical work limited to impacted or corrective areas
- Emphasis on budget control and constructability
- Coordination across disciplines to produce a unified DD package

### **Exclusions**

The following are not included in this phase:

- Permitting and regulatory approvals
- Construction documents or construction administration
- Full building system upgrades beyond triggered work
- Hazardous materials evaluation or abatement design
- Grant-related or third-party estimating services
- Environmental testing (e.g., hazardous materials).
- Full stormwater management design if required for regulatory permitting beyond scope identified.
- Landscape architecture services.

### **RESPONSIBILITIES OF THE TOWN OF GEORGIA.**

The following services are to be provided by the Town of Georgia in a timely manner in order to control project costs and to enable CEA to perform the services set forth above:

1. Provide access to the site and existing building records.
2. Promptly review and approve submittals at each design phase.
3. Secure legal, accounting, and insurance services as needed for the project.
4. Pay for permits, regulatory review fees, and other third-party charges not included in the Architect/Engineer's scope.
5. Provide one point of contact for all communications.
6. Any Preferred location of EV charging stations and extent of future supporting EV infrastructure.
7. Place the project out to bid.
8. Location and character of any project signs

### **SCHEDULE**

With receipt of a notice to proceed by May 1, 2026, the project team will develop the design development plans along with an estimate of probable construction costs to the Library Committee in time for the May 21, 2026 Committee meeting.

## METHOD OF PAYMENT

Civil Engineering Associates in coordination with Colin Lindberg Architects will complete the work outlined in the Scope of Services for the following estimated prices. Additional work will be completed in accordance with the CEA/CLA Schedule of Hourly Rates and Fees (copy attached) and as adjusted annually.

The Schematic Design invoicing represents the mechanical and electrical engineering work and the supplementary services provided beyond the base scope of work.

<u>Activity</u>	<u>Cost</u>
<b>Completion of Schematic Design Not Yet Invoiced</b>	
Colin Lindberg Architects and Subconsultants thru 3-9-26	\$ 7,892
Colin Lindberg Architects and Subconsultants thru 4-6-26	\$ 3,986
Civil Engineering Associates thru 4-22-26	\$ 3,611
	\$15,489
<b>Design Development Phase</b>	
Architectural	\$ 4,000
Building Electrical Design	\$ 7,000
Site Electrical Design	\$ 2,500
Tru Engineering Mechanical Design	\$ 7,100
Civil Engineering	\$ 3,800
Meeting Attendance Allowance	\$ 2,000
	\$26,400

Billings are to be rendered monthly for work completed to date and are due within 30 days, after which time a 1.5% monthly interest charge and reasonable collection fees will be added to the unpaid balance.

Reimbursable costs such as mileage, plan reproduction and photocopying will be treated as additional expenses invoiced per the CEA/CLA Schedule of Rates, as updated year to year. A budget value based upon permitting requirements could approach \$1,000.

## EXTRA WORK

Other work to be considered extra work or additional services (not included in this proposal) which is to be billed at an hourly rate, if it should become necessary, includes:

1. Services due to changes in the scope of the project or its design, including but not limited to changes in size, complexity, schedule or character of construction.
2. Providing redesign or revising studies, reports, plans, and/or specifications.
3. Any soil investigations that may become necessary due to questionable soils.

4. If required, any additional permits not listed above.
5. Construction layout or providing any certification services not listed in the Scope of Services.
6. Any studies necessary to determine the condition or capacity of underground utilities.
7. Any hazardous waste discovery or mitigation measures.
8. Plan reproduction, travel mileage and photocopying.

## **CONDITIONS**

### Professional Liability Insurance

Client acceptance confirms that the Client agrees to the fullest extent permitted by law that Engineer'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 the fee or \$1,000,000, whichever is greater. Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warrants.

### Standard of Care

Services provided by CEA under this Agreement will be performed 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 CEA and by mutual agreement between the parties, CEA will correct those services not meeting such a standard without additional compensation.

### Time Bar to Legal Action

All legal actions by either party against the other arising out of or in any way connected with this Agreement or the services to be performed hereunder shall be barred and under no circumstances shall any such legal action be initiated by either party after 10 (ten) years from the date of Substantial Completion, unless this Agreement shall be terminated earlier, in which case the date of termination of this Agreement shall be the date on which such period shall commence.

Mr. Brian Dunsmore

Page 7 of 7

April 23, 2026

If you agree with this proposal as outlined above, please sign and return one copy to us which will constitute our authorization to proceed. We look forward to working with you on this project.

Respectfully,



David S. Marshall, P.E.

Contract Administrator

Enclosures

CLA Cost Proposal to CEA

Tru Engineering Proposal to CLA

Dubois & King Proposal to CLA

2026 Rate Sheets

CEA Schematic Design Invoice #30790

Cc: Randy Burnett, AIA; Terry Cleveland

The Town of Georgia agrees with this proposal as outlined above and hereby authorizes Civil Engineering Associates to proceed.

\_\_\_\_\_  
For Town of Georgia

\_\_\_\_\_  
Date

# COLIN P. LINDBERG, ARCHITECT

## PROJECT PROPOSAL

04/09/2026

### PROPOSED STATEMENT OF WORK SUMMARY:

Prepared for: Civil Engineering Associates (CEA) & Georgia Town Select Board  
Project: Georgia Public Library – Concept 1.2: A&E Design Development Phase Proposal  
Prepared by: Colin Lindberg, Architect (CLA)  
Date: April 9<sup>th</sup>, 2026

### COVER LETTER:

CEA and Members of the Georgia Select Board,

Based on the Select Board's recent direction, this proposal outlines the Architectural and Engineering services required to advance Concept Scope 1.2 to a coordinated Design Development (DD) level deliverable for presentation at the scheduled April 21, 2026 meeting.

The Town has elected to scale back interior improvements to only those items required for ADA compliance, life-safety, and code-triggered corrections, while maintaining the majority of the previously developed site redesign. This proposal reflects that reduced interior scope and focuses on providing the minimum essential DD-phase effort needed to support informed decision-making and cost evaluation.

Mechanical and Electrical engineering proposals from Tru Engineering and DuBois & King are incorporated by reference and included in the combined A&E fee summary. CEA will integrate this proposal into their full package to the Town.

We appreciate the opportunity to continue supporting the Town of Georgia and the Georgia Public Library Committee as the project moves into this next phase.

Respectfully,  
Randy Burnett

### STATEMENT OF PROJECT & PROGRAM UNDERSTANDING

The Select Board has directed the design team to proceed with Concept 1.2, which prioritizes:

- Full site redesign as previously developed, including ADA parking, accessible routes, and site lighting improvements.
- Limited interior modifications strictly tied to ADA compliance and code-triggered corrections.
- Minimal mechanical and electrical scope, limited to areas directly impacted by ADA work or essential corrective repairs.
- No grant-driven enhancements, no elective upgrades, and no full-building modernization.
- Cost-conscious design focused on essential improvements only.

The goal of this DD-phase effort is to produce a coordinated drawing set, outline specifications, and a consolidated Opinion of Probable Cost for review at the April 21 meeting.

### SCOPE OF SERVICES (COMBINED A/E/MEP):

#### ARCHITECTURAL SOW:

CLA scope includes:

- Update architectural plans to reflect Concept 1.2.
- Incorporate ADA-driven interior modifications including vestibule reconfiguration, kitchenette ADA counter and sink replacement, and community room accessibility improvements.

(802)864-4950

208 Flynn Ave Ste 2B  
Burlington VT, 05401  
Colin P. Lindberg, Architect



# COLIN P. LINDBERG, ARCHITECT

## PROJECT PROPOSAL

04/09/2026

- Prepare DD-level drawings including floor plans, reflected ceiling plans, elevations, sections as needed, and door, finish, and fixture schedules.
- Prepare outline specifications.
- Coordinate with Mechanical, Electrical, and Civil consultants.
- Prepare a consolidated Opinion of Probable Cost (Architectural plus MEP).
- Prepare presentation materials for the April 21 meeting.

Total Architectural Fee (CLA):     \$4,000

### 2. MECHANICAL SOW:

Proposal dated April 6<sup>th</sup>, 2026, incorporated by reference.

Tru Engineering scope includes:

- DD-level HVAC and plumbing design.
- Plumbing demolition and new work drawings.
- HVAC demolition, new piping, and boiler room diagrams.
- Mechanical and plumbing equipment schedules.
- Opinion of Probable Cost for HVAC and plumbing systems.

Total Mechanical Fee (Tru E.):     \$7,100

### 3. ELECTRICAL SOW:

Proposal dated April 7, 2026, incorporated by reference.

DuBois & King Base Electrical Scope includes:

- DD-level electrical design for ADA-impacted areas.
- Required GFCI upgrades, exit and emergency lighting, and NM cable corrections where touched.
- Lighting and controls in renovated areas.
- Site lighting required for new exterior work.
- Power and data for community room screens.
- Opinion of Probable Cost for electrical scope.

Add Alternates:

- Community room LED lighting replacement.
- Empty conduits for future site lighting or EV charging.
- Limited corrective repairs such as broken conduits or panel access issues.

Electrical Fee (D&K):

DD Electrical Design:	\$7,000
Site Lighting Photometric:	\$2,500
Total Electrical Fee:	\$9,500

# COLIN P. LINDBERG, ARCHITECT

## PROJECT PROPOSAL

04/09/2026

#### 4. CIVIL/SITE PLAN SOW:

CEA is the lead interface with the Town. Their fee is provided separately.

CEA will provide:

- Full site redesign as previously developed.
- ADA parking layout and accessible route improvements.
- Grading and drainage adjustments.
- Coordination with electrical for site lighting.
- Add-alternate conduit pathways for future improvements.

Civil Fee (CEA): Provided separately by CEA

#### NEXT STEPS

##### DELIVERABLES FOR APRIL 21, 2026:

- Coordinated DD-level drawing set (Architectural, Mechanical, Electrical, Civil).
- Outline specifications.
- Consolidated Opinion of Probable Cost (Architectural plus MEP).
- Add-alternate matrix.
- Presentation materials for the Select Board and Library Committee.

##### FEE SUMMARY (CLA AND MEP ONLY):

CLA – Architectural	\$4,000
Tru Engineering – Mechanical & Plumbing	\$7,100
DuBois & King – Electrical	\$9,500
Total A&E Fee (CLA + MEP)	\$20,600

##### EXCLUSIONS AND ASSUMPTIONS:

The following items are not included in this proposal:

- Permitting or permit submission packages
- Construction documents
- Construction administration
- Hazardous materials testing or abatement design
- Full-building code upgrades unless triggered by scope
- Grant-related scope
- Third-party cost estimating
- Interior renovations beyond ADA-required areas
- Window, ceiling, flooring, or finish replacements except where directly impacted

(802)864-4950

208 Flynn Ave Ste 2B  
Burlington VT, 05401  
Colin P. Lindberg, Architect



# COLIN P. LINDBERG, ARCHITECT

## PROJECT PROPOSAL

04/09/2026

### AUTHORIZED SIGNATURES

#### CEA:

Name: \_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

#### CLA:

Name: Randolph Burnett

Signature \_\_\_\_\_

Date: April 9<sup>th</sup>, 2026





2026 Hourly Rate Schedule

Principal Architect	\$155.00
Project Architect & Senior Staff Support	\$135.00
All Other Staff Support	\$115.00

Reimbursable Expenses

Outsourced Plotting	at cost by vendor, no additional mark up
Mileage	70 c/mile
Mail	at cost by carrier, no additional mark up
Outsourced Renderings, Models & Presentation Materials	consultant cost + 5%



April 07, 2026

Office of Colin P. Lindberg, Architect  
208 Flynn Avenue Suite 2B  
Burlington, VT 05401

Attn: Randy Burnett

Re: Georgia Public Library – Electrical Engineering Services

Dear Randy,

DuBois & King, Inc., is pleased to submit this proposal to provide electrical engineering services for the Georgia Public Library project.

This proposal details our scope and fee for the design as it is understood from correspondence to date. As you review our proposal, please provide us with any pertinent feedback that may result in modifications to this document, so we may discuss and implement them immediately.

We appreciate this opportunity to be of service to you, and we look forward to working with you on this project. If you have any questions or need further clarification regarding this proposal, please do not hesitate to contact me at (802) 322-7006.

Respectfully,

A handwritten signature in black ink, appearing to read 'Ben Ferland', with a long horizontal line extending to the right.

Ben Ferland E.I., Electrical Project Manager

Enclosure: Rate Schedule  
Terms & Conditions



## Project Understanding

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### GENERAL BACKGROUND

The existing building, located at 1697 Ethan Allen Highway in Fairfax Vermont, was built in 1973 with limited renovations and upgrades in the years since. The project will consist of limited interior renovations to bring the building into ADA compliance as well as upgrading the existing parking area on site.

### ASSUMPTIONS MADE FOR THE PURPOSE OF THIS PROPOSAL

To provide a prompt proposal, DuBois & King, Inc., has made the following assumptions:

- DuBois & King, Inc., shall be provided with proposed background drawings in AutoCAD format for use as backgrounds. All work is to be done in AutoCAD format.
- Site Civil plans shall be provided to DuBois & King, Inc., in AutoCAD format
- The specifications for this project will be short form on the drawings as needed.
- Issuances will be made at the following milestones: Design Development (DD). It is assumed that review comments shall be provided to DuBois & King, Inc., within 2 weeks after issuance for incorporation into the design documents.
- Utility power is readily available onsite.
- Electrical infrastructure shall be defined as power support, grounding, empty raceways and pathways, cable tray, wall sleeves, and empty wall boxes for devices.
- The A/V system shall be procured and designed by others, and D&K shall provide the electrical infrastructure required.
- Active equipment procurement and design for the telecom/data scope of work (i.e., network switches, routers/wireless access points, PCs, laptops, etc.) shall be by others, and D&K shall provide the electrical infrastructure, including Category 6 cabling as required.
- A Closed-circuit TV/surveillance system shall be procured and designed by others, and D&K shall provide the electrical infrastructure required.
- Security systems shall be procured and designed by others, and D&K shall provide the electrical infrastructure required.
- This project will not pursue LEED certification. However, we understand that similar high-efficiency standards shall be used for the Electrical design. Completion of utility rebate forms/submittals is excluded.
- It is assumed that our services will not include analysis of any potentially hazardous locations/process areas within the facility stemming from the presence of volatile or flammable gases.
- Design Development completion is assumed to be April 2026.
- The estimated design duration for Design Development is 3-Weeks after notice to proceed.



#### SCOPE OF WORK

The following is our understanding of the scope of work for this project:

- Act as a consultant to Colin P. Lindberg Architects to provide electrical engineering services for the subject project per the attached Scope of Work Checklist.
- Develop an Opinion of Probable Cost for the proposed Scope of Work.
- Coordinate our work with your office, owner representatives, and other consultants.

#### SERVICES NOT INCLUDED

1. Permit assistance
2. Permit Fees
3. Utility Fees
4. Electrical Engineering for LEED or similar certification
5. Mechanical & Plumbing Design
6. Commissioning Services
7. A/V Design
8. Fire Protection Design



## Fee Proposal

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### BASIC SERVICES

The following fee schedule is based upon the scope of services outlined in this proposal. Should the scope of services change, DuBois & King, Inc., is prepared to renegotiate these fees.

D&K's fee for Construction Documents, and Construction Administration Services to be provided after passage of the local bond vote (expected to happen in August 2026).

Item	Basis of Compensation	Fee Amount
Site Lighting Photometric	Lump Sum	\$2,500
Design Development	Lump Sum	\$7,000
Construction Documents	Lump Sum	TBD
Construction Administration Services	Lump Sum	TBD
Total (Site Lighting and DD Only)	Lump Sum	\$9,500

### REIMBURSABLE EXPENSES

Reimbursable expenses and other direct costs will be invoiced on a time and expense basis. Reimbursable Expenses are not expected to exceed \$250.

### ADDITIONAL SERVICES

As mutually agreed, to in writing.

### DESIGN SCHEDULE

We anticipate the work to begin in April of 2026.

### TERMS & CONDITIONS

Terms are in accordance with DuBois & King, Inc.'s standard terms and conditions (attached).

### PROPOSAL ACCEPTANCE

Proposal in effect until *May 8th, 2026*, unless extended in writing.

### CONFIDENTIALITY

Proposal, including any attachments and recommendations, is to be treated as confidential and proprietary information of DuBois & King, Inc.



ACCEPTANCE

If the Scope of Services and terms outlined here are acceptable, please sign 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 proposal, do not hesitate to contact me.

Proposal Accepted and Authorizes DuBois & King, Inc., to Proceed as indicated:

For Colin P. Lindberg Architects

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_



Scope of Work Checklist for the Georgia Public Library Proposal  
Limited to Defined Scope of Work Area Only to Design Development Level

GENERAL WORK		
Included	Not Included	
	X	Specifications – Long Form – 6 Digit Format
	X	Specifications – Long Form – 5 Digit Format
X		Specifications – Short Form on Drawings
	X	Revit 2022 or Newer Format
X		AutoCAD Format
X		Opinion of probable construction costs at 100% DD issuance for electrical only.
X		Review of construction cost data for applicable disciplines, as developed by others.
	X	Life Cycle Cost Analysis
	X	MEP code analysis and report on existing building
X		Identify and document readily observable building and/or site services or features regarding their adequacy for intended project.
X		Verify/document owner standards or preferences for materials, systems, equipment, etc.
X		Verify/check readily observable existing conditions that may affect this project.
	X	Operating costs analysis and report
	X	Pre-purchase equipment specification and bidding
	X	Existing Condition Plans
X		Demolition Plans
	X	Construction Phasing Plans
	X	Support of LEED Certification (documentation by others) including meetings
	X	Cataloging of Existing Equipment
	X	Independent Technical Review (ITR)



Scope of Work Checklist for the Georgia Public Library Proposal  
Limited to Defined Scope of Work Area Only to Design Development Level

ELECTRICAL		
Included	Not Included	
X		Evaluation of readily observable attributes of existing Electrical system(s) (pertinent to project) regarding adequacy for intended project.
	X	Comparative analysis of optional systems
X		Interior lighting design (in conjunction with Architect, in renovated areas only as required)
X		Lighting controls, including daylight harvesting (in renovated areas only as required)
X		Site lighting
	X	Landscape Lighting (circuiting only, design and light selection by others)
	X	Solar/photo voltage panel systems
X		Power distribution
	X	Emergency generator/power system
X		Exit signs
X		Emergency lighting
	X	Lightning protection system
X		Site utilities coordination with Site Engineer
	X	Fire alarm system (Performance Documents for Bidding Purposes, modifications to existing system as required)
	X	Theatrical Lighting
X		Sound/paging/intercom systems - conduit infrastructure only. (Cabling, hardware and equipment excluded)
X		Security system - conduit infrastructure only. (Cabling, hardware and equipment excluded)
X		Closed circuit TV system - conduit infrastructure only. (Cabling, hardware and equipment excluded)
	X	Clock system - conduit infrastructure only. (Cabling, hardware and equipment excluded)
X		Telephone system – conduit, cabling, devices and faceplates (Hardware and equipment excluded)
X		Data/Computer/Technology – conduit, cabling, devices and faceplates (Hardware and equipment excluded)
X		Audio/Visual Technology – conduit infrastructure only. (Cabling, hardware and equipment excluded)



Scope of Work Checklist for the Georgia Public Library Proposal  
 Limited to Defined Scope of Work Area Only to Design Development Level

BIDDING AND CONSTRUCTION ADMINISTRATION SERVICES		
Included	Not Included	
	X	Attend contractor scope review interviews
X		Review of shop drawings
X		Review of test results
X		Periodic site visitations to observe progress of work. (MAXIMUM OF 2, COMBINED WITH JOB MEETINGS AND PROJECT CLOSEOUT)
X		Attend job meetings (INCLUDED IN MAXIMUM PERIODIC SITE VISITS)
X		Review change order proposals
	X	Review of contractor request for payments
X		Preparation of supplemental documentation/clarifications
	X	Redesign of elements caused by contractor's error or scheduling conflicts.
X		Project closeout, including one punch list and review of operating and maintenance manuals (INCLUDED IN MAXIMUM PERIODIC SITE VISITS)
	X	As-Built Drawings (compiled from contractor's redlines, not certified)
	X	Record Drawings (certified As-Built drawings)
	X	Fixed Line Mylars
	X	Fundamental Commissioning
	X	Additional Commissioning
	X	Attend commissioning meetings

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**Project**

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**Date**

**SCHEDULE OF FEES AND CONTRACT CONDITIONS**

	<u>Hourly Rate</u>
Senior Principal .....	\$250.00
Principals/Director II .....	\$225.00
Principals/Director I .....	\$225.00
Senior Project Manager V .....	\$275.00
Senior Project Manager IV .....	\$235.00
Senior Project Manager III .....	\$215.00
Senior Project Manager II .....	\$205.00
Senior Project Manager I .....	\$185.00
MEP Sr. Design Engineer .....	\$180.00
Project Manager II .....	\$165.00
Project Manager I .....	\$158.00
Senior Project Engineer II .....	\$145.00
Senior Project Engineer I .....	\$140.00
Project Engineer II .....	\$135.00
Project Engineer I .....	\$130.00
Environmental Scientists/Field Naturalist I .....	\$110.00
Environmental Scientists/Field Naturalist II .....	\$120.00
Construction Inspector .....	\$135.00
Landscape Architect I .....	\$115.00
Landscape Architect II .....	\$140.00
Landscape Designer/Planner .....	\$105.00
Staff Engineer II .....	\$120.00
Staff Engineer I .....	\$105.00
Senior Designer II .....	\$130.00
Senior Designer I .....	\$110.00
Designers/Technicians .....	\$90.00
Registered Land Surveyors .....	\$165.00
Survey Party Chief .....	\$130.00
Survey Technicians .....	\$95.00
One-Person Survey Crew .....	\$140.00
Two-Person Survey Crew .....	\$190.00
Three-Person Survey Crew .....	\$270.00
Administrative Support .....	\$90.00

**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 (1.5) 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 Administrative Fee of 12%:**

1. Transportation and subsistence expenses incurred.
2. Shipping charges and insurance for hardware, samples, field test equipment, etc.
3. 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.
4. Reproduction of drawings, reports, and documents and photographs for project records.
5. 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 subcontracted by DuBois & King, Inc., will be billed at direct cost plus 12% overhead and fee.

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

**DESIGN WITHOUT CONSTRUCTION PHASE SERVICES:** If the Consultant's Scope of Services under this Agreement does not include project observation or review of the contractor's performance or any other construction phase services, it is understood and agreed that such services will be provided by the Client. The Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the Client waives any claims against the Consultant that may be in any way connected thereto.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of the Consultant.

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

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

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

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

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

**INVOICES:** Invoices may be submitted periodically, and not less than monthly, and are payable within thirty (30) days. Interest of one and one-half percent (1.5%) per month will be payable on any amount not paid within thirty (30) days. Any attorneys' 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 that 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 attorneys' 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 attorneys' 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 attorneys' 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 Probable 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 Opinions of Probable 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 Probable 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 OMISSIONS IN CONTRACT DOCUMENTS:** Neither the Client nor 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(06-25)v1**

Revised June 2025

Tru Engineering PLC  
PO Box 684  
Washington, VT 05675  
(802) 316-9120  
[Jeremiah@truengineeringvt.com](mailto:Jeremiah@truengineeringvt.com)

April 6, 2026

Randy Burnett  
Colin P. Lindberg, Architect  
208 Flynn Avenue Suite 2B  
Burlington, VT 05401

RE: Georgia Public Library – Mechanical & Plumbing DD Phase

Randy,

Tru Engineering is pleased to provide you with a proposal for the HVAC & Plumbing DD level for the Georgia Public Library in Georgia, VT. Our design proposal is based on updated Colin P Lindberg Architectural Plans Proposed Scope 1.1 dated 4/6/26. Please see below for the scope of the proposed design services.

**HVAC & Plumbing DD Design**

- Based on feedback from architects and the town, we will provide a DD design level design for the HVAC & Plumbing upgrades including opinion on the probable costs.
- HVAC & Plumbing drawings shall include:
  - Plumbing Demo
  - Plumbing DWV New Work
  - Plumbing New Work
  - Plumbing Fixture Schedule
  - HVAC Demo
  - New Piping & HVAC
  - Boiler Room piping diagram w/ New Work
  - Mechanical Equipment Schedule

**Cost for HVAC & Plumbing DD Design.....\$7,100.00**

**Clarifications:**

- CD level design/drawing & CA proposal to follow at a later date.
- Architectural drawings (DWG) to be provided by the architect/owner for overlay.
- Existing As-built mechanical and plumbing drawings to be provided.
- Building commissioning upon completion of the project is not included in the above pricing.

- Invoicing will be sent monthly at the end of each month. Terms are 30 days from the date of the invoice.

Thank you for the opportunity to provide a proposal for our services. We look forward to working with you on this project and others in the future.

Signature of Acceptance \_\_\_\_\_ Date \_\_\_\_\_

Please contact me if you have any additional questions or require further information.

Sincerely,

Jeremiah Trombly, P.E.  
Tru Engineering PLC



**SCHEDULE OF RATES FOR LABOR & FEES**

**2026**

<b>Description</b>	<b>Hourly Rate</b>
Senior Engineer	\$ 226.00
Project Manager/Engineer	210.00
Project Engineer	185.00
Staff Engineer	161.00
CAD/Designer	150.00
Surveyor 1	166.00
Surveyor 2	105.00
Technician 1	123.00
Technician 2	98.00
Administrative Assistant	98.00
Expert Witness/Litigation Services	320.00
 <b><i>Reimbursable Expenses:</i></b>	
Mileage (IRS approved mileage rate)	0.725/mile
Prints (24" x 36")	3.00/each
Color Prints (24" x 36")	20.00/each
Black & White Photocopies (8½" x 11")	0.25/each
Black & White Photocopies (11" x 17")	0.50/each
Color Photocopies (8½" x 11")	1.00/each
Color Photocopies (11" x 17")	2.00/each
Concrete Boundary Monuments	100.00/each
Recordable Mylar	25.00/each
Archive Recovery	50.00 (min.)
Subconsultant Management Markup	10%