



March 17, 2014

Ashar Nelson
Vermont Integrated Architecture
PO Box 862
Middlebury, VT 05753

RE: Town of Hinesburg, Community Center and Public Safety Building – Add Services Proposal

Dear Ashar:

This letter is to establish additional services to complete landscape and lighting updates for the Fire Department building based on current architecture, mechanical equipment requirements, and site conditions from the Police Department building construction process. These services will be in addition to our original proposal letter dated April 11, 2013.

Per our conversations, we will address the following items in the update:

1. Receive current architectural floor plan and roof plan for Fire Department and update base site plan. The update will include location of all exterior mechanical equipment. In addition, we will need detailed information on the size (width, height, depth) of each piece of equipment.
2. Review strategies/options to screen equipment with architect. Develop sketch options for discussion.
3. Issue Landscape and Lighting Construction Set with appropriate details for contractors.

Fees and Expenses



Our work will not exceed **\$1,200** (One Thousand Two Hundred dollars). Our professional services will be invoiced to VIA monthly on **hourly, not to exceed** basis plus reimbursable expenses. Reimbursable expenses (i.e. travel, printing, production material, phone/fax, mail/shipping, etc.) will be billed in addition to the professional fees in accordance with our Terms and Conditions.

All invoices to VIA will identify the professional staff, number of hours, total fee and provide all backup (receipts) for reimbursable expenses.

Exclusions

1. Cost estimating and pricing information of design documents will be provided by others. SE Group will only provide review and comment as appropriate.
2. Structural design of concrete and reinforcing for site features including but not limited to concrete walls, footings, concrete stairs and ramps is not included in our scope of work and will need to be provided by a civil or structural engineer.
3. Additional survey work to identify current site conditions (on the west side of the existing Fire Department building), if required, is not included in this additional services proposal.

Thanks you in advance for your consideration.

Regards,

Sno.engineering, Inc. (d/b/a SE GROUP)



Mark Kane
Director



Adam M Portz, ASLA
Project Manager

ACKNOWLEDGED AND ACCEPTED:

This letter of proposal and SE GROUP's Terms and Conditions attached comprise the total Agreement between SE GROUP and Vermont Integrated Architecture (VIA).

By: _____

Title: _____

Date: _____

SE Group
(Sno.engineering, Inc., d/b/a SE Group)

TERMS AND CONDITIONS

Retainers: All retainers will be applied to final project billing to Client.

Compensation: Billings to Client for all work in connection with the Scope-of-Work and Additional Services (i.e., all work in addition to that required in connection with the stated Scope-of-Work) shall consist of the following:

Professional Fees: All professional services performed by SE Group will be billed on an hourly basis.

SE Group's hourly rates for calendar year 2013 are as follows:

Principals	\$170 to \$200
Senior Associates	\$120 to \$150
Associates	\$80 to \$130
Professional Staff	\$80 to \$100
Administrative Support	\$70 to \$80

The above hourly rates will be adjusted on an annual basis, effective January 1 of each ensuing year.

Direct Expenses: Direct expenses include, but are not limited to, travel and travel related costs such as actual transportation costs, food, subsistence and lodging, printing, faxing, internet fees, telephones, maps, documents prepared by others, materials, in-house prints, copies, renderings, models and mock-ups, plots, any expenses for insurance coverage or limits of insurance which are in excess of that normally carried by SE Group and other similar direct expenses related to the completion of the Scope-of-Work. All Direct Expenses will be billed at cost, plus ten (10%) percent.

Sub-Consultant Fees: Sub-Consultant fees and expenses, if any, will be billed at cost, plus ten (10%) percent.

Payment Terms: SE Group's invoices will be prepared and sent on a monthly basis. Invoices will be sent in a standard summary format without supporting documentation. More detailed billings may be requested by the Client, and will be prepared by SE Group and billed as Additional Services.

Payment is due upon receipt of the invoice. A "Service Charge," which is the greater of twenty (\$20.00) dollars, or one and one-half (1½ %) percent per month (unless limited by the prevailing legal rate) will be assessed and billed monthly (at SE Group's discretion) on each unpaid invoice, or unpaid portion thereof, at the time of the next billing.

Client agrees to pay all costs of collection, including, but not limited to, reasonable attorney's fees, expert witnesses fees, and all other collection charges and expenses.

Termination: If the Client fails to make payments to SE Group in accordance with the "Payment Terms" above, SE Group may, at its sole discretion, elect either to temporarily suspend or terminate all work and services. SE Group will give seven (7) days' notice, in writing, to Client of any said suspension or termination. Other than termination for non-payment, either party may terminate this Agreement upon five (5) days' notice, in writing, to the other.

In the event of termination of SE Group's services for any reason, SE Group shall be paid "Termination Expenses," which include time and expenses necessary for both itself and for its Sub-Consultants, to finalize analyses and records as necessary, and to complete any reports on services already performed, in a manner

appropriate for the professional services provided. Billing of these expenses shall be as Additional Services; and are in addition to Professional Fees, Direct Expenses and Sub-Consultant Fees incurred to the date set forth in the Notice of Termination, attributable to work performed on the Scope-of-Work and any previously authorized Additional Services.

Client hereby waives any and all claims for consequential damages arising out of any disputes or other matters relating to this Agreement, including, without limitation, consequential damages due to said termination. Specifically, but without limiting the generality of the foregoing, Client hereby waives on claims for damages incurred by Client for rental expenses, for losses of use, income, project financing, business and reputation. In no event shall SE Group's liability arising out of any claims or demands exceed the amount paid for Professional Fees as defined in "Compensation" above.

Instruments of Service: Drawings, specifications and other documents, including those in electronic form, prepared by SE Group and its Sub-Consultants are instruments of service for use solely with respect to this project. SE Group and its Sub-Consultants shall be deemed the authors and owners of their respective instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights.

Upon execution of this Agreement SE Group grants to the Client a non-exclusive license to reproduce said instruments of service solely for the purposes of the project described in the Scope-of-Work, provided that the Client shall comply with all obligations including prompt payment of all sums when due under this Agreement. SE Group shall obtain similar nonexclusive licenses from its Sub-Consultants consistent with this Agreement. Any termination of this Agreement prior to completion of the project shall terminate this license. Upon such termination, the Client shall refrain from making further reproductions of instruments of service and shall return to SE Group within seven (7) days of termination all originals and reproductions in the Client's possession or control. If and upon the date SE Group is adjudged in default of this Agreement, the foregoing license shall be deemed terminated and replaced by a second, non-exclusive license permitting the Client to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the instruments of service solely for purposes of completing, using and maintaining the project.

Except for the licenses granted in the preceding paragraph, no other license or right shall be deemed granted or implied under this Agreement. The Client shall not assign, delegate, sub-license, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of SE Group. However, the Client shall be permitted to authorize any Contractor, Subcontractors, or material or equipment suppliers to reproduce applicable portions of the instruments of service appropriate to and for use in their execution of the project by license granted above. Submission or distribution of instruments of service to meet official regulatory requirements or for similar purposes in connection with the project is not to be construed as publication in derogation of the reserved rights of SE Group and its Sub-Consultants. The Client shall not use the instruments of service for future additions or alterations to this project or for other projects, unless it obtains the prior written agreement of SE Group. Any unauthorized use of the instruments of service shall be at the Client's sole risk and without liability to SE Group and SE Group's Sub-Consultants.

Change in Scope-of-Work: The Scope-of-Work to be performed by SE Group is as set forth in the attached letter or proposal. Change in services or in the Scope-of-Work including services required of SE Group's Sub-Consultants, may be accomplished, without invalidating the authorization contained in the attached letter or proposal, if mutually agreed in writing, if required by circumstances beyond SE Group's control, or if SE Group's services are affected as described below. In the absence of mutual agreement in writing, SE Group shall notify the Client prior to providing such services. If the Client deems that all or a part of such Change in Services is not required, the Client shall give prompt written notice to SE Group, and SE Group shall have no obligation to provide those services. Except for a change due to the fault of SE Group, change in services of SE Group shall entitle SE Group to an adjustment in compensation in accordance with the "Compensation" paragraph above.

If any of the following circumstances affect SE Group's services for the project, SE Group shall be entitled to an appropriate adjustment in SE Group's schedule and compensation: 1) change in the instructions or approvals given by the Client that necessitate revisions in instruments of service; 2) enactment or revision of