

PROPOSAL

For Town Facility Study



August 3, 2022

Viktoria G. Wood | Town Administrator
Town of Chebeague Island
192 North Road
Chebeague Island, ME 04017

RE: Facility planning study for the Town Offices and Fire Station.

Dear Ms. Wood,

Thank you for the opportunity to provide professional architecture and engineering services to Chebeague Island. Our understanding is that the town would like to study your current and future office and fire department space needs and recommend a building scenario to house these functions. Port City and our professional engineers will work in conjunction with your team to program the current staffing and space demands, investigate the existing site, and provide floor plans, a site plan, renderings, and an accurate budget detailing the preferred solution. The end result will be an appropriately sized and appropriately priced facility to present to the select board and residents.

Proposed Scope of Services and Fees:

Consistent with the work described in both your RFP and our project understanding and approach section, we offer the following proposed scope of services for your Town Hall/Fire Station building study: The scope has been arranged in rough chronological order and provides the anticipated personnel and estimated time commitment. PCA shall meet with the staff and committee throughout the process. Only milestone meetings are noted below.

Anticipated Professional Staff:

AH	Andrew Hyland	Port City, Architecture
LS	Lita Semrau	Port City, Architecture
CS	Chris Snowdeal	Haley Ward, Structural Engineer
RW	Ron Willey	Haley Ward, Mechanical Engineer
PB	Phil Badger III	Haley Ward, Electrical Engineer
JW	Jon Whitten, Jr	Haley Ward, Civil Engineer
PD	Patrick Ducas	Ducas Construction /estimator
PCA	Staff support	Port City



- 1) Kick off Meeting. Establish goals, objectives, roles, and timeline. Discuss and understand any monetary thresholds or expectations of the town.**

Staff Members: AH, LS,

Anticipated hours: 3, 3

Proposed fee: \$810

- 2) Programming: Interview the appropriate personnel and provide a space programming needs assessment document for all Town Hall Departments. We will assess staffing needs based on current conditions and on future estimated projections from staff and industry trends. We will identify other town program space needs such as Community Services and Historical society and provide general space recommendations. We will provide an assessment of total future gross space needs for 20-30 years in the future.**

Staff Members: LS

Anticipated hours: 12

Proposed fee: \$1,620

- 3) Existing building and site Conditions Analysis: Review the existing town hall building in depth and the development possibilities for the existing town owned land including site utilities, auto circulation and parking, wetlands, etc. Provide a base plan of the existing town hall and site based on existing town drawings, site investigations, and field measurements. Provide an assessment of current IBC and Life Safety code compliance and existing mechanical, electrical, and plumbing systems. workplace safety, potential hazards, and current functionality. Hours include site visits and documentation of the findings**

Staff Members: AH, CS, RW, PB, JW, PCA

Anticipated hours: 6, 4,4,4, 8, 12

Proposed fee: \$4,390

- 4) (Optional) Other Site selection review and evaluation if current site does not accommodate the space program and functionality. Up to four sites will be identified and ranked for suitability for the project. This fee may be deducted if current site is deemed suitable for use.**

Staff Members: AH, LS, JW

Anticipated hours: 6, 8,28

Proposed fee: \$5,500



- 5) Conceptual Design:** PCA will work with the committee to investigate design alternatives of renovation/addition concepts and new construction concepts. Once a preferred concept is chosen, we will provide a conceptual design of the preferred alternative to include schematic floor plans, schematic site plans, conceptual cost estimates, and a short narrative on the benefits and limitations of each scenario.

Staff Members: AH, LS, CS, RW, PB, JW, PCA

Anticipated hours: 20, 2, 2, 2, 2, 12, 24

Proposed fee: \$7,380

- 6) Major Review Meeting:** In-person review with committee of the chosen scenario to ensure that all of the town's goals have been achieved, and if improvements can be made.

Staff Members: AH

Anticipated hours: 3

Proposed fee: \$405

- 7) Refine and develop the chosen scenario:** Further develop the site plan and floor plans of the chosen scenario. Provide a dynamic 3D scale model to show exterior design and proposed materials. Include recommendations for the building's structural, mechanical, and electrical systems and items required to provide a code compliant facility.

Staff Members: AH, LS, CS, RW, PB, JW, PCA

Anticipated hours: 4, 24, 3, 3, 3, 12, 24

Proposed fee: \$8,565

- 8) Provide a comprehensive cost estimate for the chosen concept.** Provide a breakdown of the scope into logical smaller groups of work with associated cost estimates. Provide the estimate in a total project cost format including fees and other owner's soft costs.

Staff Members: LS, PD

Anticipated hours: 3, 8

Proposed fee: \$1,205



9) Finalize Study Deliverables: Finalize site and floor plans, 3D Model and renderings, and Cost Estimate. Include a written narrative report outlining the process and including recommendations, evaluations, space programming documents, code compliance review, and other pertinent documents.

Staff Members: AH, LS, PCA

Anticipated hours: 3, 6, 12

Proposed fee: \$2,295

10) Attend final meetings with the stakeholders, select board, and public.

Staff Members: AH

Anticipated hours: 9

Proposed fee: \$1,215

Subtotal without additional site selection:	\$27,885
Reimbursables:	<u>\$1,395</u>
Total without additional site selection:	\$29,280
Add optional additional site selection:	<u>\$5,500</u>
Total with additional site selection:	\$34,780

Following project voter approval, if Port City is awarded the construction documents portion, we will discount \$5,000 of our fee based on the standard architectural fee percentages recommended by the State of Maine for public projects.



SCHEDULE AND FEES

Schedule

We will be able to start schematic design and existing conditions verifications immediately. We will work to complete the study with the Town by late-fall 2022.

Proposed Fees

We propose to provide the scope of work as described above for Part One for a lump sum cost of: **\$27,885 plus direct reimbursable costs at 5% for a total fee of \$29,280.**

Any additional work requested and approved by the town shall be charged at the attached hourly rates or an additional negotiated fee:

Invoicing/ Billing:

- Invoices will be submitted monthly based on the work completed.

Attachments:

- Port City Architecture Standard Hourly Rates and Reimbursable Expenses
- Port City Architecture Standard Terms and Conditions

This proposal is valid for thirty (30) days. If the outlined scope and proposed fees are acceptable, I would ask that you please sign this letter in the space provided and return a copy to this office via standard mail or e-mail. Thank you.

Sincerely,

PORT CITY ARCHITECTURE

Andrew Hyland, AIA
Principal
Port City Architecture

Accepted,
Viktoria G. Wood
Town Administrator
Chebeague Island, Maine
____ / ____ 2022



STANDARD HOURLY RATES 2022

Professional Fees

Principal Architect	\$140.00/hour
Associate Architect	\$130.00/hour
Staff Architect	\$120.00/hour
Senior Architectural Designer	\$115.00/hour
Interior Designer	\$100.00/hour
Architectural Designer	\$ 95.00/ hour
Technical Assistant/CADD	\$ 85.00/hour
Administrative Services	\$ 75.00/hour
Consulting Engineer	\$140.00/hour

REIMBURSABLE EXPENSE SCHEDULE

Reimbursables shall be charged at 5% of the total Design Fee or as direct expenses below

Laboratory Testing	Cost Plus 10%
Printing	
Clean Prints (blueprints)	\$ 0.50/sf
Copies-8 ½"x11"	\$ 0.10 each
11"x17"	\$ 0.25 each
Sepias, Mylar	\$ 2.75/sf
Sepias, Paper	\$ 1.50/sf
Bindings	\$ 2.00/ea
Postage	Cost Plus 15%
Travel	
Mileage	\$ 0.58/mile
Lodging Cost Not to Exceed	\$200/Day/Person
Food Cost Not to Exceed	\$ 90/Day/Person
Photography Reproductions (not in-house)	Cost Plus 10%
Advertising	Cost Plus 10%
Consultants	Cost Plus 10%
Color Renderings	Cost Plus 10%
Communication/Technology charge 2%:	Phone calls, faxes, scanning, website plan room, emails, and other forms of communication.



Port City Architecture 2022 Terms and Conditions

1. ABSENCE OF WARRANTY

All services of ARCHITECT and its subsidiaries, independent professional associates, subconsultants and subcontractors will be performed in a reasonable and prudent manner in accordance with generally accepted architecting practice. All estimates, recommendations, opinions and decisions of the ARCHITECT will be on the basis of the information available to the ARCHITECT and the Architect's experience, technical qualifications, and professional judgment. There are no warranties of merchantability or fitness for a particular purpose or any other warranties or guarantees whatsoever, express or implied, with respect to any service performed or materials provided under this Agreement.

2. INVOICES

Invoices will be submitted periodically (customarily on a monthly basis), and are due and payable upon receipt of invoice. Unpaid balances shall be subject to an additional charge at the rate of one (1.0) percent per month from the date of invoice if the unpaid balance is not paid within 30 days. In addition, the ARCHITECT may, after giving seven days written notice to OWNER, suspend services without liability until the OWNER has paid in full all amounts due the ARCHITECT on account of services rendered and expenses incurred, including interest on past-due invoices. Payment of invoices is not subject to discounting by OWNER. Time is of the essence in payment of invoices, and timely payment is a material part of the consideration of any Agreement between the ARCHITECT and OWNER.

3. CHANGES OR DELAYS

Unless the accompanying Proposal provides otherwise, the proposed fees constitute the Architect's estimate to perform the services required to complete the Project as we understand it to be defined. For projects involving conceptual or process development work, required services often are not fully definable in the initial planning. Accordingly, developments may dictate a change in the scope of services to be performed. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified accordingly.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the OWNER's failure to provide specified facilities or information, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental authority. Temporary work stoppage caused by any of the above will result in additional cost (reflecting a change in scope) beyond that outlined in the accompanying Proposal.

4. PAYMENT

Where the method of contract payment is based on a cost reimbursement (i.e. hourly rates, time-and-material, direct personnel expense, or per-diem) basis, the following provisions shall apply:

- a. The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging the work done at the ARCHITECT's office(s) is one-half hour. When applicable, rental charges will be applied to the Project to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, the OWNER will be advised at the start of an assignment, task, or phase.
- b. Expenses properly chargeable for the services which are reimbursable at cost shall include: travel and subsistence expenses of personnel when away from their office on business directly or indirectly connected with the Project; identifiable communication, shipping, printing, and reproduction costs; professional and technical subcontractors/subconsultants; identifiable drafting and stenographic supplies; computer time and software; and expendable materials and supplies purchased specifically for the Project. A ten percent (10%) handling and administrative charge will be added to those foregoing items which are purchased from outside sources. When ARCHITECT, subsequent to initiation of services, finds that specialized equipment is needed to perform the services, it will purchase and/or lease, as appropriate, the equipment as a reimbursable expense.
- c. Invoices for effort on a cost-reimbursement basis will be submitted showing labor (hours worked) and total expenses, but not actual documentation. If requested by OWNER, documentation will be provided and the cost of providing such documentation, including labor and copying costs, will be paid by OWNER.



5. TERMINATION

No termination of this Project by the OWNER shall be effective unless seven days written notice of intent to terminate, together with the reasons and details therefore, has been received by a principal or officer of the ARCHITECT and an opportunity for consultation been given. A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following receipt of such termination notice and the elapse of the seven day period (the effective date of termination).

Either the ARCHITECT or OWNER may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. Where method of contract payment is "lump sum," the final invoice will include all services and expenses associated with the Project up to the effective date of termination. Where method of contract payment is based on cost reimbursement, the final invoice will include all services and expenses associated with the Project up to the effective date of termination. In any event, an equitable adjustment shall be made to provide for termination settlement costs the ARCHITECT incurs relating to commitments which had become firm before termination, and for a reasonable profit for services performed.

6. LIMITATION OF LIABILITY

Notwithstanding any other provision of these General Terms and Conditions to the contrary, the ARCHITECT's liability to the OWNER for any loss or damage, including, but not limited to, special and consequential damages, arising out of or in connection with the accompanying Proposal or any related Agreement from any cause, including the ARCHITECT's professional negligence, strict liability, breach of contract or breach of warranty, shall not exceed triple the contract payment hereunder. OWNER hereby releases the ARCHITECT from any liability above such amount and such amount shall be the **sole and exclusive remedy** to OWNER.

7. INSURANCE

The Architect agrees to purchase at its own expense, Worker's Compensation, Professional Liability and General Liability insurance and will, upon request, furnish insurance certificates to OWNER. ARCHITECT agrees to purchase whatever additional insurance is requested by OWNER (presuming such insurance is available from carriers acceptable to the ARCHITECT) provided the premiums for additional insurance are reimbursed by OWNER.

8. INDEMNIFICATION

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner, its officers, directors and employees (collectively, Owner) against all damages or liabilities, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable.

The Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages or liabilities, to the extent caused by the Owner's negligent acts, errors or omissions in connection with the Project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom the Owner is legally liable.

Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

9. 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 Owner and the Architect agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Owner and the Architect 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.



9. GRATUITIES

The ARCHITECT represents that no gratuities (in the form of the entertainment, gifts or otherwise) were offered or given to any officer, agent, employee or representative of the OWNER with a view towards securing this Agreement or securing favorable treatment with respect to the wording, amending or the making of any determination with respect to the performance of this Agreement.

10. CONFIDENTIALITY

The ARCHITECT shall maintain as confidential and not disclose to others without OWNER's prior written consent, all information obtained from OWNER, not otherwise previously known to the ARCHITECT or in the public domain, as OWNER expressly designates in writing to be "CONFIDENTIAL". The provisions of this paragraph shall not apply to information in whatever form which (1) is published or comes into the public domain through no fault of the ARCHITECT, (2) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (3) is required to be disclosed by law on order of a court, administrative agency or other authority with proper jurisdiction.

11. REUSE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by ARCHITECT and its subsidiaries, independent professional associates, subconsultants and subcontractors pursuant to this Agreement are instruments of service in respect of the Project and the ARCHITECT shall retain an ownership and property interest therein whether or not the Project is completed. OWNER may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the Project or on any other project. Any reuse without written verification or project-specific adaptation by the ARCHITECT will be at the OWNER's sole risk and without liability or legal exposure to ARCHITECT or its subsidiaries, independent professional associates, subconsultants and subcontractors. Accordingly, OWNER shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the ARCHITECT from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse. Any such verification or project-specific adaptation will entitle the ARCHITECT to further compensation at rates to be agreed upon by OWNER and the ARCHITECT.

12. CONTROLLING AGREEMENT

To the extent they are inconsistent or contradictory; the express terms of the accompanying Proposal take precedence over these General Terms and Conditions. It is understood and agreed that the services performed under the accompanying Proposal or any related Agreement are not subject to any provision of the Uniform Commercial Code. Any terms and conditions set forth in OWNER's purchase order, requisition, or other notice or authorization to proceed are inapplicable to the services under this Proposal or any related Agreement, except when specifically provided for in full on the face of such purchase order, requisition, or notice or authorization and specifically accepted in writing by the ARCHITECT. The ARCHITECT's acknowledgment of receipt of any purchase order, requisition, notice or authorization, or the ARCHITECT's performance of work subsequent to receipt thereof, does not constitute acceptance of any terms or conditions other than those set forth herein.

13. PROPRIETARY DATA

The technical and pricing information contained in the accompanying Proposal or Agreement is to be considered Confidential and Proprietary and is not to be disclosed or otherwise made available to third parties without the express written consent of ARCHITECT.

14. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the law of the principal place of business of ARCHITECT.

-END OF ITEMS