

PROPOSAL

For Architectural and Engineering Services



February 4, 2024

Mr. Michael Sullivan, Town Manager
Town of Eliot, Maine
1333 State Road
Eliot, Maine
03903

Dear Mr. Sullivan,

Thank you for the opportunity to continue to provide professional architecture and engineering services for the design, drawings, and construction administration of the existing Police Station renovations. This proposal will summarize our scope of our services and the corresponding fees.

SCOPE OF WORK

Programming Review

During our initial meeting with the Police Chief, we ascertained a basic understanding of the programmatic needs of the police department. We also inspected the construction and deterioration issues associated with the current facility. It is expected that during our Existing Conditions visit, we will further define the project scope as required for Schematic Design.

Existing Site Conditions

Our next task is to familiarize our team in much greater depth with the existing conditions of the Police Station. We will review the drawings provided to us from the Town and transfer these into CAD to provide us with base drawings. We will visit the existing building to assess the current conditions in greater depth and verify our scope of work as mentioned above.

Schematic Design

Once the design team has verified and explored the existing conditions in greater depth, we will utilize the expanded existing conditions plans and defined scope of work to provide initial schematic building and site design proposal for the project for review. The schematic design will meet the current and future needs of Eliot's Police Department.

Permitting

After review and confirmation of the Schematic Design, we will begin the process of site plan approval with the Town and State. Along with the services of our civil engineer we will produce all materials required for Site Plan review and permitting. We will make presentations to the Planning Board and be available to answer any questions as they arise. We will also contact and obtain approvals from other State agencies as required including DEP, DOT, Army Corps, and any other required agency approvals. We will also obtain State Fire Marshall approval for the project when the contract documents are further developed (if required).

Design Development Drawings

Using the approved set of Schematic Design Drawings, we propose to develop the documents with more detailed drawings identifying the major architectural and engineering elements and finishes for the project. We will develop all structural, civil, mechanical, plumbing, and electrical work with our engineers for the building systems.

Construction Documents

We propose to complete a final set of construction documents for architectural and engineering elements and finishes for the updates to the existing facility. These drawings will indicate the final design plans, elevations, schedules, and details necessary for construction. We will include all necessary product and equipment information in an accompanying written specification if required.

Bidding

We will work with the Town on the bidding process. If the project is over budget, we will work with the Town and the lowest bidder. However, if there is significant cost implications that require changes to the drawings, we will bill hourly to make changes to the drawings.

Construction Administration

For this phase, we will review all required material submittals for the project and will be available for questions about the design or existing conditions issues as they arise. We will assist the Town and the Construction Manager as we continue to find value for the town throughout the construction process. We will make regular bi-weekly visits (or as needed) to the project during construction to meet with the owner and contractor to facilitate a smooth construction process and help ensure that the project is in conformance with the contract documents. The architect will review requisitions, Change Orders, Change Directives, and other construction questions as required.

SCHEDULE

Schedule

As soon as practicable after execution of this Proposal by Town, the architect shall submit to the Owner a design schedule for the performance of the services through the completion of Construction Documents. The schedule shall include time allowances for Owner's review and approval of each phase of the services and for approval of submissions by authorities having jurisdiction over the project. The Parties shall cooperate to agree on the schedule and once agreed to, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner without the agreement of the Parties.

We understand that Eliot would like to proceed with this work as quickly as possible and we will work with the Town to condense the schedule. However, the schedule is dependent on local and state permit requirements which could include Planning Board, State Fire Marshal approval, DOT permits, DEP permits and similar. Our plan is to submit drawings to the appropriate authority after we have received approval from the Town for the schematic phase.

PROJECT COST ASUMPTIONS

Allocated Project Funds:

Police Station Hard Costs (est.)		\$280,000
Police Station Soft Costs (est.)	\$280,000 x 18% =	<u>\$50,000</u>
Total Project Costs (est.)		\$330,000

FEES

We propose the following fee structure for the scope of work described above:

Permitting:

We propose to provide the permitting work as described above on an **hourly basis** plus reimbursable costs as described in the attached hourly fee document.

Permitting Estimate (State and local) billed hourly	\$2,500 estimate
Plus 5% Reimbursable Expenses	\$125 estimate

Programming, Design, Engineering, and Construction Administration:

We propose to provide the work as described above, including Programming, Schematic Design, Design Development, Construction Document, and Construction Administration services for the **fixed fees listed below**. They are based on the attached State of Maine recommended fee percentages (attached).

Estimated Construction hard costs of renovations	\$280,000
Design / Engineering Fees (\$280,000 at 9.5% + 2.5%) =	\$33,600
Estimated reimbursable expenses 5% (\$33,600 x 5%) =	<u>\$1,680</u>
Total for Permitting, Design, Engineering, and CA	\$37,905

Items not included in the fee:

- Local or State Agency Permits
- Redesign after owner approved design
- Envelope specialist review
- Furniture specifications and/or selection
- Special Inspections
- Commissioning

Invoicing/ Billing:

- Invoices will be submitted monthly based on the work completed.
- The Phasing is as follows:
 - Schematic Design 15%
 - Design Development 20%
 - Construction Documents 40%
 - Sub or GC Bidding 5%
 - Construction Administration 20%

Attachments:


- State of Maine recommended Fee Schedule for Architectural projects
- 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

Lita Semrau, AIA, Principal
Port City Architecture



Michael Sullivan, Town Manager
Town of Eliot, Maine

3 / 11 / 2024



STATE OF MAINE ARCHITECTURAL PROJECTS, RECOMMENDED SCHEDULE OF FEES

New Construction Cost	A Scale	B Scale	C Scale
\$ 50,000. and below	10.0	11.0	12.0
\$ 50,000. to \$ 99,999.	9.5	10.5	11.5
\$ 100,000. to \$ 149,999.	9.2	10.2	11.2
\$ 150,000. to \$ 199,999	8.9	9.9	10.2
\$ 200,000. to \$ 299,999.	8.5	9.5	10.5
\$ 300,000. to \$ 399,999.	8.2	9.2	10.2
\$ 400,000. to \$ 499,999.	8.1	9.0	10.0
\$ 500,000. to \$ 749,999.	7.8	8.8	9.9
\$ 750,000. to \$ 999,999	7.6	8.5	9.6
\$ 1,000,000. to \$1,499,999.	7.3	8.3	9.3
\$ 1,500,000. to \$ 1,999,999	7.1	8.1	9.1
\$ 2,000,000. to \$ 2,499,999	7.0	8.0	9.0
\$ 2,500,000. to \$ 2,999,999	6.9	7.9	8.9
\$ 3,000,000. to \$ 3,999,999	6.8	7.8	8.8
\$ 4,000,000. to \$ 4,999,999	6.7	7.7	8.7
\$ 5,000,000. to \$ 6,999,999	6.5	7.5	8.5
\$ 7,000,000. to \$ 8,999,999	6.3	7.3	8.3
\$ 9,000,000 to \$10,999,999	6.1	7.1	8.1
\$11,000,000 to \$14,999,999	6.0	7.0	8.0
\$15,000,000 to \$19,999,999	5.9	6.9	7.9
\$20,000,000 to \$29,999,999	5.8	6.8	7.8
\$30,000,000 to \$50,000,000	5.7	6.7	7.7
Remodel/Renovations Add:	+2.0%	+2.5%	+3.0%

Note: Fees to be negotiated independently beyond the limits of this schedule.

Building Complexity Examples

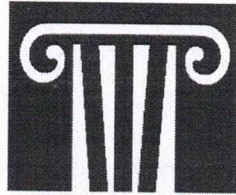
A Scale: For structures of simple architectural character such as: Warehouses, garages, Parking, structures, hangers, loft Buildings

B Scale: For structures of usual architectural character such as: Office building, Institutional building, schools, dormitories, college building (except special purpose laboratories and clinics armories)

C Scale: For structures of individual or specialized architectural character such as: Libraries, communications building including radio and TV studios, clinics, Laboratories, health centers, theatres (performing arts)

The above fees are based on the cost of construction and apply to lump sum, single contractor contracts. Where separate contracts are involved or where the construction is to be performed on a cost-plus fee basis, an additional charge should be negotiated. When new additions are combined with alterations to an existing building, the fee should be adjusted based on value proportionately in accordance with the schedule. For multiple and different uses occurring in a single building, the fee may be adjusted proportionately to each occupancy. The fee for multiple or repetitive units, employing one or more repeated basic unit plans should be negotiated.

Note: Fees listed above do not include: Zoning/Planning Board and Submission/Approval. Should these services be required, we will provide a separate all-inclusive proposal.



PORT CITY
ARCHITECTURE

STANDARD HOURLY RATES 2024

Professional Fees

Principal	\$160.00/hour
Associate	\$140.00/hour
Staff Architect	\$130.00/hour
Senior Architectural Designer	\$120.00/hour
Interior Designer	\$120.00/hour
Architectural Designer	\$100.00/hour
Technical Assistant/CADD	\$ 95.00/hour
Administrative Services	\$ 75.00/hour
Consulting Engineer	\$150.00/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 1/2"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	\$175/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 charges, emails, scanning, technology, software, and other forms of communication.



**Port City Architecture
2024 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, engineering, and professional practice. ARCHITECT confirms that all professional and design services shall be performed by appropriately licensed design professional. All estimates, recommendations, opinions, and decisions of the ARCHITECT will be based on 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 monthly) 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 attached proposal provides otherwise, the proposed fees constitute the Architect's fee 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. Notwithstanding the foregoing, Architect shall not be entitled to a fee in excess of that which is set forth in the Proposal unless the ARCHITECT provides notice to the OWNER and the OWNER agrees in writing to the additional fee, the cause for the additional fee, and / or the added services that result in the additional fee in excess of that which is set forth in the Proposal.

Fees, costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by Architect's failures to provide services in accordance with the Agreement or otherwise breach of the Agreement or for unpredictable occurrences or force majeure, as described in the prior paragraph. Temporary work stoppage caused by any of the above will result in an equitable adjustment of the fee.

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 attached 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 and seven days' notice and an opportunity to cure has been provided. 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 the event of termination of the OWNER by ARCHITECT for cause, 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 or the limits of all available insurance for such cause, whichever is greater. 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

For the duration of the provisions of services under this Agreement and continuing for two years after completion of services under this Agreement, Architect shall maintain the following insurance policies:

1. All insurance policies required by law at statutory limits, including but not limited to Workers Compensation.
2. Commercial General Liability and Auto Liability with policy limits of not less than Two Million Dollars (\$2,000,000) for each occurrence and «Three Million Dollars (\$3,000,000)» in the aggregate for bodily injury and property damage. The Auto Liability shall cover vehicles owned, and non-owned vehicles used, by the Architect.
3. Employers' Liability with policy limits not less than One Hundred Thousand Dollars (\$100,000) each accident and for each employee, and Five Hundred Thousand Dollars (\$500,000) policy limit.
4. Professional Liability covering negligent acts and errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate.

Upon the start of the construction work by the Contractor, Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Architect's obligation to name the Owner as an additional insured will terminate three months after Architect completes all services under the Agreement or termination of the Agreement, whichever occurs first.

The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Paragraph prior to start of services and upon the request of Owner. In addition, Architect shall provide copies of policies at Owner's request.

8. INDEMNIFICATION

It is understood and agreed that, in seeking the professional services of the ARCHITECT under this Agreement, OWNER may be requesting the ARCHITECT to undertake uninsurable obligations for OWNER's benefit involving the presence or potential presence of hazardous substances. Therefore, except for activities resulting from the actual or alleged generation, transportation, storage, or disposal of pollutants by ARCHITECT or the ARCHITECT arranging for the transportation, storage or disposal of pollutants ("pollutants" meaning any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste and waste materials to be recycled, reconditioned or reclaimed) the ARCHITECT shall, subject to the limitation of liability contained in Section 6, indemnify the OWNER for any loss or damage to extent caused by the professional negligence of the ARCHITECT in performance of the services under this Proposal or any related Agreement.

With respect to claims, damages, losses and expenses which are related to hazardous waste disposal or cleanup or environmental liability, as described in this Section 8, above, and to the extent the same are not covered by the insurance maintained by the ARCHITECT, and to the extent not caused by the professional negligence of the ARCHITECT in performance of the services under this proposal, OWNER shall, to the fullest extent permitted by law, hold harmless, indemnify and hold harmless the ARCHITECT and its employees, independent professional associates, subconsultants and subcontractors from and against all such claims, damages, losses and expenses arising out of or resulting from the performance of the Architect's services under this Agreement.

If, as a result of any negligent errors, omissions or acts, for which ARCHITECT has legal liability, the OWNER incurs an accumulation of excess costs over \$10,000 in the aggregate of the actual project construction cost, ARCHITECT shall, subject to the Limitation of Liability contained in Section 6, bear the burden of such accumulation of excess costs over said \$10,000; provided, however, said accumulation of excess costs shall not include any improvement or betterment costs and shall not exceed the difference between (1) the actual construction costs resulting from such negligent errors, omissions, and acts of ARCHITECT and (2) an estimate of what such costs would have been at the date of this Proposal or any related Agreement had the negligent error, omission, or act not occurred. Accordingly, ARCHITECT shall have no liability for any such excess costs which are less than \$10,000 of the actual project construction cost.

To the fullest extent permitted by law, Architect shall ~~defend~~, indemnify and hold the Owner and the Owner's officers, agents, and employees harmless from and against damages, losses, expenses, ~~defense costs~~ (including reasonable attorneys' fees), and judgments arising from ~~claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only~~ to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of services under this Agreement.

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 authority.

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. ARCHITECT, and ARCHITECT on behalf of its subconsultants, grants to Owner an irrevocable license to use the instruments of services for the purposes of constructing, using and maintaining the 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 attached Proposal take precedence over these General Terms and Conditions. It is understood and agreed that the services performed under the attached 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 attached 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 or as is required to be disclosed by law, including Maine's Freedom of Access Act, or order of a court, administrative agency, or other agency with proper authority.

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.

15. ADMENDMENT TO AGREEMENT

The terms of this Agreement shall only be modified by written agreement signed by the parties.

16. OTHER PROVISIONS

Nothing herein shall, nor is intended to, waive any defense, immunity or limitation of liability which may be available to the Town or their respective officers, agents, and employees, under the Maine Tort Claims Act or any other privileges and/or immunities provided by law.

-END OF
ITEMS