

July 10, 2017

Mr. Anthony T. Plante
Town Manager
Town of Windham
8 School Road
Windham, ME 04062

**Re: PROPOSAL FOR PRE-APPROVALFOR TOWN OF WINDHAM PUBLIC WORKS FACILITY
WINDHAM, MAINE**

Dear Mr. Plante:

PROJECT UNDERSTANDING

The work consists of preparing architectural design development, abbreviated construction documents, design-build bidding/negotiation, and construction administration services as delineated herein for the new 30,000 square foot Windham Public Works Maintenance Facility based on the previously performed concept design phase documents.

Allied Engineering will continue to serves as project lead and will provide structural, mechanical, and electrical engineering services. Gorrill-Palmer Consulting Engineers will provide civil engineering, landscape architecture, survey, and other site-related design service.

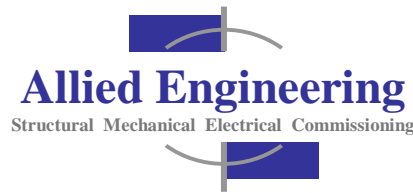
DEP and all design related to same would begin immediately and be submitted in a timely fashion for DEP review and approvals. Further application to the Town of Windham Planning Board would run parallel with the DEP application with expectations that final approvals would be sought upon a successful voter outcome in November.

Grant Hays Associates will prepare all the Architectural CAD drawings indicated below based on the structural grid base provided by AEI. These would be developed to the point we term as Design Development level drawings, targeting the development of a construction budget estimate developed in 2018 dollars which would be used for the bond request in November.

Upon a successful vote, GHA would develop drawings sufficient in nature to secure the State of Maine Fire Marshal Building Permit, as well as coordinate with the Town of Windham Code Enforcement Office and the Windham Fire Department as required to obtain the Town of Windham Building Permit.

GHA would also support AEI/GPCE as required during the Town of Windham Planning Board Approval process with Architectural support.

SCOPE OF WORK:



The following is our understanding of the proposed scope of work to bring this project to schematic development with developed budgets for the Town to present for Referendum.

Civil Engineering Scope: This proposal outlines the following services:

- Existing Conditions and Topographic Survey with an option to provide a full boundary survey
- Geotechnical investigations and recommendations
- Delineation of the easterly side of the Pleasant River and associated wetlands
- Delineation of the stream and associated wetlands on the easterly side of the site
- Civil/site design and permitting

Civil Project Scope Understanding:

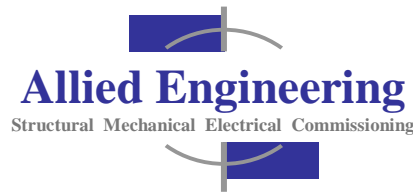
The project includes redeveloping the existing Public Works/RSU Bus Garage facility located on Windham Center Road. The site is identified as Tax Map 12, Lot 28 and is zoned Farm Residential (FR). The entire parcel is approximately 29.5 acres and is bounded by the Pleasant River on the west side and an unnamed brook on the easterly side. The existing developed portion of the parcel would be reconfigured and regraded to accommodate the expanded building and exterior paved areas. The existing salt storage shed would remain, but the existing public works offices and garage bays would be demolished.

As noted above, we have included several subconsultants on our team to provide survey, geotechnical and wetland services. We propose to use the following subconsultants:

- Titcomb Associates – Survey
- SW Cole Engineering – Geotechnical
- TRC – Wetlands and Stream Delineation
- Albert Frick – Soil Evaluation and Septic System Design

The project will require local and state review and approval. We do not anticipate that a MaineDOT Traffic Movement Permit will be required for the project. The following is a summary of anticipated land use approvals that will be required for the project, as well as identifying the prime consultant for preparation of the necessary permit applications:

Reviewing Authority	Required Approval	Consultant responsible for Application Preparation
Town of Windham Planning Board	Site Plan Review	Gorrill Palmer
Maine Department of Environmental Protection	Site Location of Development Act	Gorrill Palmer
Maine Department of Environmental Protection	Natural Resources Permit By Rule	Gorrill Palmer



SCOPE OF SERVICES – BASIC SERVICES:

Gorrill Palmer will provide the following Scope of Services. The Scope of Service has been organized to allow a sequential process whereby you are apprised and updated on a frequent basis as to the progress of the project.

A. Subconsultant Services:

Gorrill Palmer will retain a surveyor to complete an existing conditions and topographic survey of the proposed development area of the parcel. This survey will not include the areas of the parcel that will not be developed. The survey will also not include a full boundary survey. We have provided a supplemental scope of services for a full boundary survey, if it is determined to be necessary.

Gorrill Palmer will retain a geotechnical engineering firm to complete subsurface investigations at the site and to provide recommendations for building foundation and pavement design. This effort includes 1 day of test borings and ½ day of backhoe-excavated test pits, assuming the Town provides the backhoe and operator. The findings and analysis will be presented in a summary report.

Gorrill Palmer will retain a wetland scientist to delineate the easterly edge of the Pleasant River and associated wetlands, and the unnamed stream and associated wetlands. This work will provide the necessary information to define the Resource Protection Zone and MaineDEP NRPA setbacks.

Gorrill Palmer will retain a licensed site evaluator to assist with the domestic septic system design and the wash bay septic system design for the project

B. Design Services

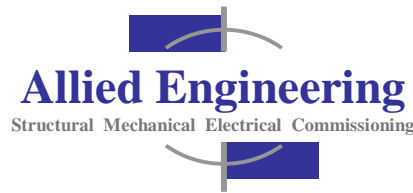
Concept Plan Refinement

Based on our work to date, considerable time has been invested in developing the concept plan for this property. We anticipate the following efforts would be required to finalize the Concept Plan:

- Kick Off Meeting – We anticipate that this meeting would include both Town and RSU representatives and the Design Team. The kick off meeting would outline the goals and objectives, identify any additional needs for the site and review of the design and permitting schedules.
- Concept Plan – A final concept plan would be prepared based on the discussions at the kick off meeting and would be reviewed with the Building Committee.

Schematic Design

Upon approval of the Concept Plan by the Building Committee, Gorrill Palmer would prepare a Schematic Design package consisting of 35% plans, specifications and updated opinion of probable construction cost (site). We anticipate that this Phase will include Schematic Level Site, Utility and



Grading Plans, with a particular emphasis on the overall limits of construction (including adjacent roadways) and stormwater management.

In our opinion, the importance of the Schematic Design phase cannot be overstated. The updated opinion of probable construction cost will allow potential modifications to the project scope be identified and priced so that appropriate decisions can be made prior to proceeding with development of permit documents. In the event that a rigorous scope and cost review is not conducted during Schematic Design, our experience has shown that for many projects it is then completed after the permits are obtained, which leads to further delays and unnecessary costs for re-permitting.

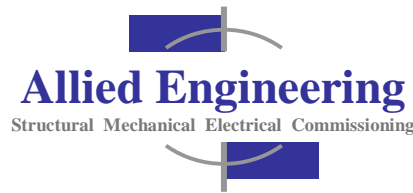
Design Development

Subsequent to the Schematic Design phase, Gorrill Palmer will prepare civil/site drawings to the 85% level for Phase 1 (application submission stage and consultant coordination review). This task would include:

1. Preparation of layout drawings produced using AutoCAD for all improvements outside of the building using a geometric grid/coordinate system.
2. Preparation of site grading plans for the external improvements including roadways, sidewalks, and adjacent work areas. Grading plans will be prepared to the following accuracy levels:
 - Lawn areas will be graded to a 1' contour interval with spot grades at critical interfaces.
 - Paved area will be spot-graded to permit construction to at least 0.10-foot accuracy.
 - A barrier free routing plan would be prepared for review by the Project Team
 - Sidewalk grading plans would be prepared as necessary to depict public routes of barrier free access along areas of reconstructed sidewalks.
3. Preparation of external utilities. This will include drainage, water, sewer (onsite septic) and conduits for lighting and exterior electrical.
4. Preparation of details for civil/site construction.
5. Preparation of an erosion/sediment control plan and notes.

The civil plans would generally be prepared at a scale not to exceed 1" = 30'. The following plans are anticipated to be prepared for this project:

- Title Sheet
- Existing Conditions Plan
- Site Layout Plan
- Utility Plan
- Grading, Drainage and Erosion Control Plan
- Sidewalk Grading Plans
- Detail Sheets



The Plan Set is anticipated to include approximately 9 to 12 drawings. In addition to the drawings presented above, which will serve as the basis for the construction plans for the project, pre and post development watershed plans would also be prepared for permitting purposes but are not anticipated to be part of the plan set.

We have assumed two coordination meetings with the Building Committee and Design Team as part of Design Development Services.

C. Permitting Services

Water Resource Analysis and Narratives

Gorrill Palmer will prepare a Stormwater Report that provides a summary of the existing impervious surfaces in comparison to the current proposal as well as conformance with the Town Site Plan requirements and Maine DEP Chapter 500.

Gorrill Palmer will also prepare an erosion and sediment control narrative using the Best Management Practices manual as required by the MDEP.

Traffic Study

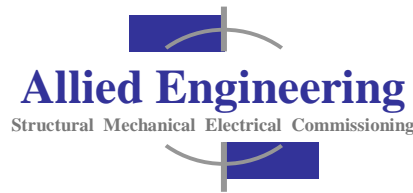
Gorrill Palmer would provide the following services:

1. Attend a kick-off meeting with the applicant and the City.
2. Forecast the volume of traffic which will be generated by the proposed development based on data published by the Institute of Transportation Engineers and relevant past studies completed by this office.
3. Obtain and review the latest three year collision history from MaineDOT for the study area.
4. Visit the site to review the project location and key intersections. This evaluation will include a sight line analysis, proximity to adjacent intersections, location of sidewalks and general condition, posted speed, etc.
5. Prepare a traffic study summarizing our findings.

Permit Applications

We anticipate that the project will require local Site Plan Review and Maine DEP Site Location of Development Act permitting and approval. We will review impervious/developed area with Maine DEP early in the design process to confirm that a Site Law Permit will be required. There is some question relative to existing and proposed impervious/developed areas and what is counted toward the 3 acre threshold. If it is determined that a Maine DEP Site Law Permit is not required, we will submit a reduced scope, eliminating the preparation of the Site Law application.

Gorrill Palmer would prepare a Site Plan Application to the Town of Windham, and a Site Location of Development Act (SLODA) Permit Application to the Maine DEP. Additionally a Maine DEP



NRPA Permit By Rule may be necessary for encroachments into the 75 foot stream setback on the easterly side of the side.

This task is anticipated to include the following meetings:

Town of Windham

1. One meeting with the Planning Department Staff to review the Concept Plan and discuss permitting process.
2. One meeting with the Planning Board to review the Site Plan Application (Preliminary).
3. One meeting with the Planning Board to review the Site Plan/Subdivision Application
4. Final/Public Hearing soon after November referendum vote results.

Maine DEP:

1. Pre-application meeting
2. Public Informational Meeting. We have assumed that the Town will provide the meeting space at the Town office.
3. Pre-submission meeting

D. Scope of Services – Supplemental Services

These services cannot be fully determined with respect to scope at this time, and would therefore be considered as supplemental services that would be provided on an hourly rate basis, plus expenses, if determined necessary. These services would be provided in accordance with our standard hourly rates.

E. Boundary Survey

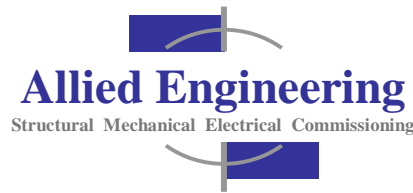
The basic survey scope does not include a full boundary survey. If a boundary survey is requested or determined to be required, we would submit a supplemental scope of services for the work.

F. Private Utility Location

The basic services does not include private utility location services. If private utility location services are required to locate utilities for the survey work or for the geotechnical investigations, they can be provided at \$175 per hour.

G. Environmental or Ecological Studies

In the event that regulatory officials request studies not identified in this proposal, a supplemental scope of services and fee would be prepared and submitted to your office for review prior to the work being undertaken. Examples of additional studies which could be required would include a Phase 1 Archaeological Survey, a noise study, a shadow study, etc. Gorrell Palmer would submit a



request to the State Historic Preservation Office relative to any known sites of archaeological or historic significance as part of the Design Development Phase.

H. Agency Review and Responses

Gorrill Palmer cannot foresee all comments which will be received from the City during the review of the project and therefore preparation of responses to comments, which affect the scope of the design, will be compensated for on an hourly rate basis plus expenses. Responses to minor comments such as for clarification, providing design data, etc. are included in the fee.

I. Variance or Appeals Applications

At this time, no specific variances or appeals applications are known to be required for the development, therefore, Gorrill Palmer would prepare a supplemental scope of services and fee in the event these applications become necessary.

J. Construction Phase Services

If requested, Gorrill Palmer is available to provide construction phase services and observations. Gorrill Palmer would submit a supplemental scope of services and fee for this work, if requested.

K. Information to be provided to Gorrill-Palmer Consulting Engineers Inc. for permit applications:

1. Evidence of Title Right or Interest in Property.
2. Financial Capacity
3. Architectural Plans
4. Agent Authorization Letter
5. Landscaping Plans

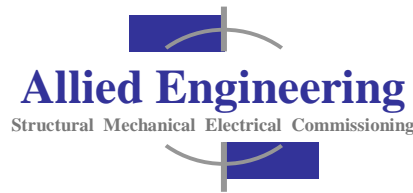
L. Civil Design Development and Permitting Schedule:

Gorrill Palmer is prepared to commit sufficient resources to this project to complete it in a timely manner.

Will Haskell, P.E. will be the assigned Principal for the project and be available as necessary for project and permitting meetings to maintain the desired schedule. Upon approval of the Concept Plan by the Client, we would need approximately 1 month to complete the survey and other field data collection work and another 2 months to prepare the Design Development Plans and Permit Applications. Gorrill Palmer will perform our services with reasonable diligence and expediency consistent with sound professional practices.

Architectural/Engineering Scope of Work:

Grant Hays Associates will prepare all the Architectural CAD drawings indicated below based on the structural grid base provided by AEI. We will secure the State of Maine Fire Marshal



Building Permit, as well as coordinate with the Town of Windham Code Enforcement Office and the Windham Fire Department as required to obtain the Town of Windham Building Permit.

We will also support AEI/GPCE as required during the Town of Windham Planning Board Approval process with Architectural support.

Phase I – Programming & Presentations

- Finalize floor plan programming – revise layout
- Finalize concept exterior elevations based on plan revisions.
- Finalize concept building sections based on plan/elevation revisions.
- Prepare colored presentation floor plans, elevations & building section for Town of Windham communication/public presentation purposes.
- Attend team, committee, Planning Board, and Town Council meeting.
- AEI MEPS support throughout this process for scope and base equipment determination for budget development.

Phase II – Design Development/Abbreviated Construction Documents Phase (Design-Build)

M. Construction Documents

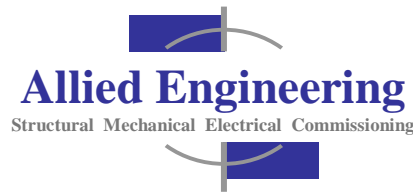
Subsequent to receipt of all necessary permits, Gorrill Palmer will complete the following as part of this task:

1. Revise the plans prepared under Design Development to reflect comments from the Client and other Consultants resulting in a reproducible set of Plans.
2. Prepare technical specifications for the civil-site components of the project, and prepare construction bidding documents incorporating contract requirements from the Client.

We have assumed three coordination meetings with the Building Committee and the Design Team as part of the Construction Documents Phase.

Architectural Scope of Work

1. Prepare AutoCAD drawings as follows:
2. Prepare updated code analysis.
3. Prepare scaled Code Compliance drawing.
4. Prepare scaled floor plans with notes and dimensions.
5. Prepare scaled reflected ceiling plans with notes and dimensions
6. Prepare scaled roof plan with notes & dimensions.
7. Prepare scaled exterior elevations with notes and dimensions.
8. Prepare scaled typical building sections with notes and dimensions.
9. Prepare typical exterior wall sections and interior fire rated partition details.
10. Prepare door, window, and finish schedules, with related information.
11. Prepare interior egress stair plans, sections and details.



12. Prepare elevator plan, section, and details
13. Prepare large-scale details of typical building conditions at walls, doors, windows, and finishes.
14. Prepare large scale plans, interior elevations, and related details of wet core areas.
15. Prepare large scale plans, interior elevations, and related details of built-in casework items.
16. Prepare accessibility details and notes.
17. Prepare AIA/CSI format specifications for divisions 4-14.
18. Assist AEI with review of Conestco prepared budgets.
19. Attend team meetings for coordination.

Structural Scope of Work: Based on Programming layout plan developed by GHA

1. Based on plan developments by GHA, develop structural Design Development level framing and foundation plans for preliminary budget development.
2. Develop Divisional Budget Estimates for the scope of work.

Mechanical and Plumbing Scope of Work: Based on Programming layout plan developed by GHA

1. AEI will develop Mechanical, Plumbing and Fire Protection System Basis of Design Documentation for preliminary budget development.
2. Develop basis of design for D/B with respect to:
 - a. Heating system supply options pertinent to the proposed functions considering future occupancy requirements and current codes
 - b. Boiler options, anticipated life expectancy considerations.
 - c. Plumbing systems including fixtures, domestic water, heating equipment, piping and control considerations.
3. Develop Divisional Budget Estimates for the scope of work.

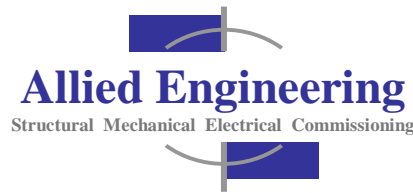
Electrical Scope of Work: Based on Programming layout plan developed by GHA

1. AEI will develop Electrical System Basis of Design Documentation for budget development.
2. Develop basis of design for D/B with respect to
 - a. Electrical equipment including the distribution system, panels, wiring, lighting, etc.
 - b. Fire alarm systems requirements per current code requirements.
 - c. Emergency and exit lighting requirements per current code requirements.
 - d. Evaluate Town requirements for backup generators.
4. Divisional Budget Estimates for the scope of work.

UPON RECEIPT OF A SUCCESSFUL NOVEMBER VOTE:

Phase III – DB Pricing Set Development

1. Assist AEI/Owner with responses to RFI's, and prepare any architectural addendum items required.
2. Assist AEI/Owner with review of Design-Build submitted proposals. Provide feedback related to scope inclusion, budget review, proposed equipment, and overall building systems/components, and performance history with related projects of similar scope and scale.



Gorrill Palmer will assist Allied Engineering (AEI) and Town with responses to RFI's and prepare any civil/site addendum items required. We will also assist with review of Design-Build submitted proposals and provide feedback relative to scope, budget review and proposed materials.

Phase IV – Construction Administration Phase

Gorrill Palmer will provide the following services:

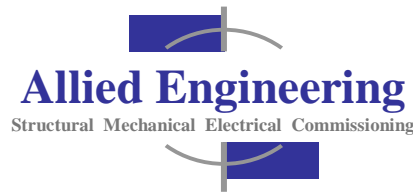
1. Assist with civil/site clarifications to the construction documents as necessary
2. Review product/material submittals and shop drawings for general conformance with the construction documents.
3. Perform twice monthly field visits during site construction period to observe progress and general conformance with the construction documents. If additional, specific construction observation visits are requested, such as for observing paving operations, we would complete those visits on an hourly rate plus expenses basis.
4. Attend weekly design-team site meetings, as necessary.
5. Attend weekly design-team site meetings, as necessary.

A/E Team will provide the following with AEI serving as Prime Consultant.

3. Assist the Owner & Contractor with clarifications to the construction documents as necessary.
4. Review product submittals and shop drawings for compliance with the construction documents.
5. Perform timely (twice monthly) field visits during construction period to observe progress and compliance with the construction documents.
6. Attend weekly design-team site meetings.
7. Assist AEI/Owner with requests for additional information, supplemental instructions, and change order requests on behalf of the Owner and the Contractor.
8. Perform substantial completion inspection/punch list and subsequent final completion inspection for compliance with contract documents.

Special Inspection Coordinator: AEI will issue a Statement of Special Inspections as a condition for permit issuance in accordance with the Special Inspection and Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator (SIC) and the identity of other approved agencies to be retained for conducting these inspections and tests.

1. AEI will serve as the Special Inspection Coordinator and will keep records of all inspections and shall furnish inspection reports to the Building Code Official (BCO) and Owner. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.



2. Interim reports shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge at an interval determined by the EOR and the BCO.
3. A Final Report of Special Inspections documenting completion of all required Special Inspections, testing and correction of any discrepancies noted in the inspections shall be submitted to the BCO prior to issuance of a Certificate of Use and Occupancy. AEI will review and comment accordingly.
4. Job site safety and means and methods of construction are solely the responsibility of the Contractor.

EXCLUSIONS/ADDITIONAL SERVICES:

This proposal is limited to the services described above. Without attempting to be a complete list or description of all services or potential services that will be excluded from this Agreement and which will not be performed by the **AEI**, the following services are specifically excluded from this Agreement. Any task excluded can be provided if directed to do so for an additional agreed upon fee.

1. General

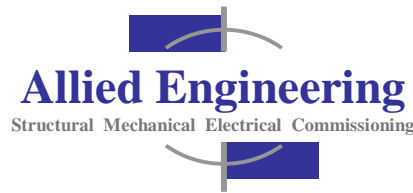
- a. Occasionally it is necessary to redesign a building. Redesign may be due to changes in functional requirements, reduced funding available, a personnel change in the Client's administration, or for a variety of other reasons beyond the control of the Engineer.
- b. An unreasonable prolongation of the contract time.
- c. Value analysis
- d. Revisions to work once design is approved and working documents are in production, unreasonable prolongation of the contract time, or for reasons over which **AEI** has no control.
- e. Preparation of designs not included in the bid set of documents and as built drawings.
- f. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.
- g. Preparing to serve or serving as a consultant or witness for owner in any litigation, arbitration or other dispute resolution process related to the Project.

2. Tasks related to outside agencies:

- a. Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with the project.
- b. U.S. Green Building Council **LEED™** Project Certification Process or Rebate Programs

3. Related building design tasks:

- a. Fire protection/sprinklers. The design will be to develop performance based specifications for this work.
- b. We assume adequate city water and water pressure is available. The design of water pressure boosting systems is not anticipated.
- c. Asbestos, lead, radon, hazardous material, or other environmental surveys/assessment/abatement plans.
- d. Acoustical or vibration engineering.
- e. Arc Flash Hazard Analysis or Lightning Protection systems
- f. Security evaluation and planning, security systems design.



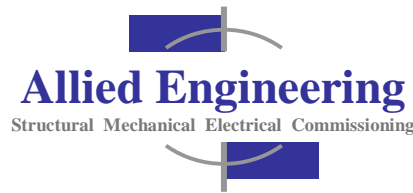
- g. Head end/systems for voice, data, and intercom
- h. Additional services for environmentally responsible design: Alternative energy systems including but not limited to: solar thermal, rainwater or gray water systems, composting toilets, solar photovoltaics, geothermal, biomass, wind energy, etc. Geothermal well design to be a separate sub-consultant. If this system type is pursued a consultant will need to be hired to design the bore hole well field.

4. Construction Phase:

- a. Construction phase services that include on-site project field representative services and/or visits to the project in addition to those included in Basic Services.
- b. Redesign or inspection work required due to damage by fire or other causes during the term of the contract.
- c. Performance of expediting or scheduling services during construction.
- d. Addressing defective work of the contractor that **AEI** could not have reasonably observed. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work
- e. Assistance in connection with Bid protests, re-bidding, or renegotiating contracts for construction, materials, equipment, or services.
- f. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
- g. If **AEI** is delayed at any time in the progress of the services by any reason beyond the **AEI**'s control, including any act or omission of the Owner, by any act or omission of a Contractor, or by adverse weather or other conditions not reasonably anticipated, the time for completion of the Services shall be extended for a time equal to the time of such delay and an equitable adjustment in **AEI**'s fee shall be made as may be reasonable under the circumstances.
- h. Time spent reviewing and administering owner-initiated change orders (additional scope).

5. Project Closeout:

- a. Preparation of operating instructions.
- b. Start-up assistance.
- c. Building Commissioning Services
- d. Structural Special Inspection Services
- e. Coordination of efforts or gathering/development of support information for an owner contracted Commissioning Agent.
- f. Preparation of record drawings. (CAD input of Contractor's certified "As-Built" information to the original project files. **AEI** cannot verify or certify "as-built" conditions.
- g. Post occupancy evaluation.



FEES:

Pre-November Vote Scope of Work: **\$153,215.00**

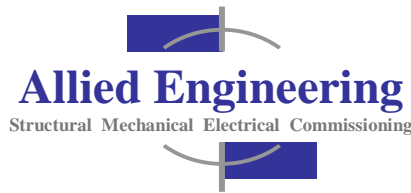
➤ <u>Civil Basic Services:</u>	
Sub-consultants	\$20,125.00
Design services in Support of Permitting Applications	\$45,080.00
Permitting Services	\$25,760.00
Subtotal Civil Basic Services:	\$90,965.00
➤ <u>Architectural, Mechanical, Electrical, Structural Basic Services:</u>	
Sub-consultants (Professional Cost Estimator)	\$ 6,500.00
Architectural Programming and Presentations Services	\$17,250.00
Mechanical/Electrical/Structural/Electrical Services:	\$26,500.00
AEI Project Team Coordination and Management	\$12,000.00
Subtotal Architectural/MEPS Basic Services:	\$62,250.00

After Positive Vote - Scope of Work:

Design-Build Bid Package Development and Solicitation and CA **\$414,810.00**

➤ <u>Civil: Completion of Permitting and Site Plan Development & Construction Documents</u>	
Final Design services in Support of Permitting Applications	\$11,270.00
Permitting Services	\$ 6,440.00
Design Development Package Development and Solicitation Support	\$ 4,100.00
Subtotal Civil Basic Services:	\$21,810.00
➤ <u>Architectural, Mechanical, Electrical, Structural Basic Services Construction Documents:</u>	
Sub-consultants (Professional Cost Estimator)	\$ 15,000.00
Architectural Programming and Presentations Services	\$ 97,750.00
Mechanical/Electrical/Structural/Electrical Services:	\$126,000.00
AEI Project Team Coordination and Management	\$ 10,000.00
Subtotal Architectural/MEPS Basic Services:	\$248,750.00
➤ <u>Construction Administration – All Disciplines:</u>	
Civil/Site	\$ 34,500.00
Architectural	\$ 40,250.00
Mechanical/Electrical/Structural/Electrical	\$ 59,500.00
AEI Project Team Coordination and Management	\$ 10,000.00
Subtotal Architectural/MEPS Basic Services:	\$144,250.00

Total Fees:	<u>\$568,025.00</u>
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Additional Scope Items:

➤ Environmental or Ecological studies, Agency Review Responses, Variance or Appeals Applications	TBD
➤ Structural Special Inspection Oversight	\$ 6,000.00
➤ Building Commissioning Services	\$25,000.00
➤ 3D AutoCAD renderings can be provided as Additional Services	\$2,500/View

The fee above is based on the following:

1. Invoices will be sent monthly.
2. Payments are due and payable as per Terms and Conditions.
3. Timely review of submitted information.
4. A change in the scope of services will require an adjustment of fees.
5. Because of substantial cost incurred by AEI to stop and restart a project once its underway, should this project's progress be halted at any time for 60 days or more by the client, for any reason, a project restart fee of \$5,000 or 10% of the total fee earned to date, whichever is greater, will be due and payable immediately.

TERMS AND CONDITIONS/RATE SCHEDULE:

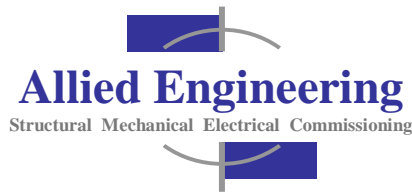
AEI assumes a standard AIA contract will be developed between AEI and the Owner will be developed for this contract for services.

CLOSING

Thank you for the opportunity to present this proposal. To get these services moving prior to the initiation of the AIA document, please sign and date the attached Authorization to proceed. We truly appreciate your consideration. Please feel free to call and discuss this proposal in detail.

Regards,
Allied Engineering, Inc.

William P. Faucher, P.E., SECB, LEED^{AP}
Registered Roof Consultant



WORK AUTHORIZATION STATEMENT:

Please sign and return a copy to **Allied Engineering, Inc.** for our files

Date: July 10, 2017

Client: Town of Windham
Attn: Anthony Plante

Project: **Windham Public Works Facility**

Contract Terms: Work summary and fee structure as per attached proposal.
Terms and Conditions shall be as described in the attached Allied Engineering, Inc. Standard Terms and Conditions.

Attachments: Rate Schedule
Standard Terms and Conditions

Billing Procedures:

Name of billing contact: _____

Email address of contact: _____

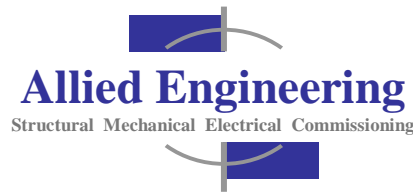
Do you have any special billing requirements? _____

Payment is due within 30 days of billing unless otherwise agreed upon in writing. We intend to bill monthly, what is your accounts payable schedule (indicate day of month)? _____

APPROVED AND ACCEPTED BY:

Client Authorized Signature

Date



STANDARD TERMS & CONDITIONS

ARTICLE 1: AEI RESPONSIBILITIES

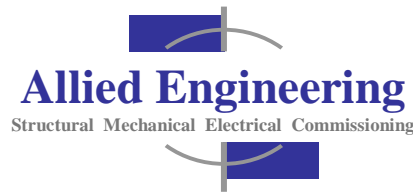
- 1.1 AEI's services consist of those services performed by AEI, AEI's employees and AEI's consultants as may be enumerated in attached scope of work descriptions and authorizations.
- 1.2 AEI's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Client, AEI shall submit for the Client's approval a schedule for the performance of AEI's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Client's review and for approval of submissions by authorities having jurisdiction over the Project. AEI or the Client shall not, except for reasonable cause, exceed time limits established by this schedule approved by the Client.
- 1.3 With regard to new equipment, materials, and products (collectively "products") required by AEI's construction documents, it is understood that AEI is relying on stated and applied representations made by manufacturers, suppliers, and installers of such products as being suitably fit for their intended purposes. AEI is not responsible for the products failure to perform consistently with those representations.
- 1.4 To the extent applicable, Client acknowledges that there may be hidden conditions that are concealed by existing finishes or not susceptible to reasonable visual observation. If such hidden condition requires a change in the design or construction work, the costs of such a change are solely the Clients and AEI shall have no responsibility for any resulting costs or damages. If AEI's services include the design of repairs based on a review of existing conditions of the building, Client acknowledges that AEI is working from imperfect information and AEI does not warrant that he will have seen and design repairs for every defective condition.
- 1.5 AEI's opinions of probable construction cost will be made on the basis of our experience and represent our best judgment as qualified professionals generally familiar with the construction industry. However, since AEI has no control over the cost of labor, materials, equipment or services furnished by others or over market conditions, we cannot guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction cost prepared by AEI. If Client wishes greater assurance as to probable construction cost, you may employ an independent cost estimator at no cost to AEI.
- 1.6 In performing construction observation visits to the job site, AEI shall have neither control over nor responsibility for the Contractor's means, methods, sequences, techniques or procedures in performing the work. These are the sole responsibility of the Contractor, who is also responsible for complying with all health and safety precautions as required by regulatory agencies.
- 1.7 Client shall indemnify AEI from any claims arising out of any certifications which are required to be signed on behalf of the client during the course of the project.

ARTICLE 2: ADDITIONAL SERVICES

- 2.1 Services additional to attached scope of work descriptions shall be provided if authorized or confirmed in writing by the Client and shall be paid for by the Client as mutually agreed by AEI.

ARTICLE 3: CLIENT'S RESPONSIBILITIES

- 3.1 The Client shall provide full information which shall set forth the Client's objectives, schedule, constraints, budget with reasonable contingencies, and criteria.
- 3.2 If request by AEI, the Client shall furnish evidence that financial arrangements have been made to fulfill the Client's obligations under this Agreement. A suitable contingency fund shall be established by the Client. The purpose of this fund will be to pay for any unanticipated changes that occur during the course of the design and construction of the project.
- 3.3 The Client shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site and the services of Geotechnical engineers or other consultants when such services are requested by AEI.
- 3.4 The Client shall designate a representative authorized to act on the Client's behalf with respect to the Project. The Client or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by AEI in order to avoid unreasonable relay in the orderly and sequential progress of AEI's services.
- 3.5 Prompt written notice shall be given by the Client to AEI if the Client becomes aware of any fault or defect in the Project.
- 3.6 The Client hereby grants permission, or if the Client is not the record Owner of the property, has obtained permission for AEI to enter upon subject premises to take necessary measurements or perform necessary tests.



ARTICLE 4: USE OF AEI DOCUMENTS

- 4.1** Documents prepared by AEI are instruments of service for use solely with respect to this project. AEI shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of AEI's documents except by mutual agreement in writing.
- 4.2** The license end of this agreement for instruments of service is only for information contained on printed documents. However, for the Client's convenience, AEI may furnish such information in electronic media. The parties acknowledge that untraceable changes from causes not the fault of AEI may sometimes occur on electronic media caused by the media conversion and changes in software. In such event, Client agrees to release and, for third party claims, to indemnify AEI, its employees, and consultants, from and against all claims, losses, and expenses (including reasonable attorney's fees and those incurred to enforce this obligation) arising out of, resulting from, or in connection with any deviation of the information in electronic media from that in the printed documents. This release and indemnify shall survive the termination of this agreement.

ARTICLE 5: MEDIATION

- 5.1** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and Architect agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation within 90 days of discovery unless the parties mutually agree otherwise.
- 5.2** The Client 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 similar mediation provision in all agreements with subcontractors/sub consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.
- 5.3** All claims, counter claims, disputes and other matters in question between the parties hereto arising out of or relating to this agreement, or the breach thereof, if not settled by mediation, shall be resolved by litigation, unless otherwise agreed by the parties at that time.
- 5.4** Both Parties shall equally share the costs of the mediation.

ARTICLE 6: TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1** In the event of termination, suspension or abandonment of the project, AEI shall be equitably compensated for services performed. Failure of the Client to make payment to AEI in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for AEI to withhold design documents, suspend or terminate services. Either AEI or the Client may terminate this Agreement after giving no less than seven day's written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 7: MISCELLANEOUS PROVISIONS

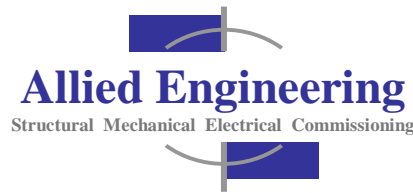
- 7.1** This Agreement shall be governed by the law of the location of the project.
- 7.2** The Client and AEI, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
- 7.3** AEI and AEI's consultants shall have no responsibility of the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the project site.
- 7.4** The Client and AEI waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction. The Client and AEI each shall require similar waivers from their contractors, consultants and agents.

ARTICLE 8: PAYMENTS TO AEI

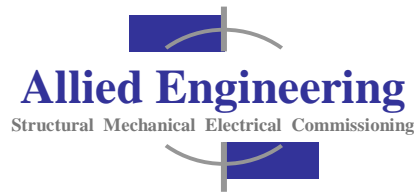
- 8.1** An initial payment may be required as described in this Agreement. This initial payment shall be credited to AEI's final invoice.
- 8.2** Payments on account of AEI's services, reimbursable expenses and additional services when authorized shall be made monthly upon presentation of AEI's statement of services rendered or expenses incurred.
- 8.3** Payments are due and payable thirty (30) days from the date of AEI's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of eighteen percent (18%) per annum. The Client agrees to pay all costs of collection fees owed pursuant to this agreement, such costs to include, but are not limited to: reasonable collection agency fees, attorney's fees and court costs.

ARTICLE 9: OTHER CONDITIONS AND SERVICES

- 9.1** Purchase Orders, when duly executed by the Client's authorized personnel, shall constitute for AEI an acceptable notice to proceed with services. Terms and Conditions defined herein shall supersede those defined in any Purchase Order identified with AEI services. The Purchase Order Number shall be used by AEI as the Client's project identification number.



- 9.2 AEI's opinions of probable construction cost will be made on the basis of our experience and represent our best judgment as qualified professionals generally familiar with the construction industry. However, since AEI has no control over the cost of labor, materials, equipment or services furnished by others or over market conditions, we cannot guarantee that proposals, bids or actual construction cost will not vary from opinions of probable construction cost prepared by AEI. If Client wishes greater assurance as to probable construction cost, you may employ an independent cost estimator at no cost to AEI.
- 9.3 In performing construction observation visits to the job site, AEI shall have neither control over nor responsibility for the Contractor's means, methods, sequences, techniques or procedures in performing the work. These are the sole responsibility of the Contractor, who is also responsible for complying with all health and safety precautions as required by regulatory agencies.
- 9.4 Client and AEI agree that professional liability coverage is important to both parties and therefore, Client and AEI agree that in the event that any provision of this Agreement shall be found to negate the professional liability coverage maintained by AEI, the provision of the Agreement shall be amended only to the extent necessary to cause the performance by AEI under this Agreement to be covered by AEI's professional liability policy.
- 9.5 In recognition of the relative risks, rewards and benefits of the project to both the Client and AEI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, AEI'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 consultants total fee for services rendered on the project. 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.
- 9.6 AEI and the Client waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's terminations of the Agreement.



STANDARD RATE SCHEDULE

PERSONNEL AND EQUIPMENT

Principal	\$ 185.00/Hour
Associate/Senior Engineer	\$ 160.00/Hour
Commissioning/Construction Administrator	\$ 135.00/Hour
Technology Specialist	\$ 130.00/Hour
Engineer	\$ 135.00/Hour
Construction Administrator	\$ 115.00/Hour
Asbestos Inspector/Designer	\$ 115.00/Hour
Senior Designer	\$ 115.00/Hour
Designer	\$ 105.00/Hour
Technical	\$ 95.00/Hour
Clerical	\$ 50.00/Hour

* Overtime at 1.5 x billing rate over 8 hours in a day.

REIMBURSABLES

Laboratory Testing:	Cost Plus 15%
Asbestos Bulk Samples:	Cost Plus 20%
Printing:	
8-1/2" x 11" copies	\$.08/Page
Blue Line Prints	\$.20/Square Foot
Sepias, Mylar	\$ 2.25/Square Foot
Sepias, Paper	\$ 1.00/Square Foot
Bindings	\$ 1.50/Each
Outsourced	Cost Plus 15%
Postage:	Cost Plus 15%
Travel:	
Mileage	\$.55/Mile
Lodging	Actual Cost
Food	Actual Cost
Photographs:	\$ 1.00/Each
Photography Reproductions - Not In-house:	Cost Plus 15%
Geotechnical Work and Borings:	Cost Plus 15%
Advertising:	Cost Plus 15%
Colored Renderings:	Cost Plus 15%
Rental Equipment:	Cost Plus 15%
Subcontractors:	Cost Plus 15%