

PROPOSAL

For Architectural and Engineering
Feasibility Study Services

May 12, 2025

Revised June 5, 2025

Ms. Erin Herbig, City Manager
Belfast, Maine

131 Church Street
Belfast, Maine 04915



RE: Phase 1 Feasibility Study for a new Public Safety Facility

Dear Ms. Herbig and building committee members,

Thank you for the opportunity to provide professional architecture and engineering services to provide this phase 1 feasibility study for a new public safety building. Our understanding is that the city would like our team to guide you through design, public approvals, and construction of a new public safety building that will meet the city's needs today and for the foreseeable future. To achieve this goal, we have divided our services into two phases. In the first phase we will provide space programming, schematic design of the building and the site, a 3D dynamic model indicating exterior finishes and aesthetics, cost estimating to establish the total project cost, and assistance with public engagement and support of the project. This proposal will summarize the scope of our services and the corresponding fees and lay out the fee arrangement for Phase 2.

SCOPE OF WORK AND ASSOCIATED FEES

Consistent with the work described in both your RFP and our project understanding, we offer the following proposed scope of services for your Public Safety Building Feasibility study: The scope has been arranged in rough chronological order and provides the anticipated personnel and estimated time commitment. It is roughly in order with the RFP's sections 3.1 and 3.2. PCA shall meet with the staff and committee throughout the process. Only milestone meetings are noted below.

Anticipated Key Staff:

AH	Andrew Hyland	Port City	\$176/hr
CR	Curtis Robinson	Port City	\$154/hr
TD	Tony Davis	Salas O'Brien Engineering M&P	\$165/hr
BG	Brian Gardner	Salas O'Brien Engineering E&FP	\$165/hr
WG	William Gartley	Gartley and Dorsky Engineering Structural	\$165/hr
TZ	Tom Zuppa	John Guilfoil Public Relations	\$154/hr
PCA	Staff support	Port City	\$105/hr



1) Kick off Meeting. Establish goals, objectives, roles, and timeline. Discuss and understand any monetary thresholds or expectations of the city. Discuss the public relations options and scope for the project.

Staff Members: AH, CR, TZ

Anticipated hours: 6, 6, 6

Estimated Fee: \$2,904

2) Programming: Interview the appropriate personnel and provide a space programming needs assessment document for the Fire/EMS Department. We will assess staffing needs based on current population needs and on future estimated projections from staff and industry trends. We will provide an assessment of total future gross space needs for 20-50 years in the future.

Staff Members: AH, CR

Anticipated hours: 22, 32

Estimated Fee: \$8,800

3) Site Conditions Analysis: Review the development possibilities for the existing site area including utilities, auto circulation and parking, etc., and provide a base plan of the area based on existing city drawings, site investigations, and field measurements. Select a specific location for the facility on the City owned land. Hours include site visits and documentation of the findings.

Staff Members: AH, WG, CR, PCA

Anticipated hours: 24, 12, 22, 12

Estimated Fee: \$10,912

4) Provide a conceptual design to include schematic floor plans, schematic site plans, and a preliminary conceptual cost estimate.

Staff Members: AH, CR, TD, BG, WG, PCA

Anticipated hours: 48, 62, 18, 14, 32, 74

Estimated Fee: \$36,696

5) Major Review Meeting: Preparation and in-person review with committee of the chosen scenario concept plans to ensure that all of the city's goals have been achieved, and if improvements can be made.

Staff Members: AH, CR,

Anticipated hours: 12, 22

Estimated Fee: \$5,500



6) Refine and develop the design: 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 other items required for a functional facility.

Staff Members: AH, CR, TD, BG, WG, PCA

Anticipated hours: 22, 34, 12, 9, 14, 28

Estimated Fee: \$17,963

7) Deferred

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

Staff Members: AH, CR, WG

Anticipated hours: 6, 18, 14

Estimated Fee: \$6,138

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, CR, PCA

Anticipated hours: 36, 46, 22

Estimated Fee: \$15,840

Subtotal:	\$104,753
Direct Reimbursable costs est:	<u>\$5,238</u>
Total Fee Proposed for Project:	\$109,991

Schedule

We will be able to start the study within 20 days of acceptance. We will work to complete the study in 120 days.

Feasibility and Cost Study:

We propose to provide the work as described above including travel time for a lump sum cost of **\$109,991 (Includes direct reimbursable costs.)**



When the project receives public approval, Port City will be pleased to offer Phase 2 services including permitting, design development, construction documents, specifications, and construction administration based on the terms and percentage-based fees as shown in the attached State of Maine recommended schedule of fees for architectural projects.

Invoicing/ Billing:

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

Attachments:

- Port City Architecture hourly rates
- Port City Architecture Standard Terms and Conditions
- The State of Maine recommended fees for architectural projects

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,
Erin Herbig
City Manager
Belfast, Maine
____ / ____ 2025



STANDARD HOURLY RATES 2025

Professional Fees

Principal	\$176.00/hour
Associate	\$154.00/hour
Staff Architect	\$143.00/hour
Senior Architectural Designer	\$132.00/hour
Interior Designer	\$132.00/hour
Architectural Designer	\$110.00/ hour
Technical Assistant/CADD	\$105.00/hour
Administrative Services	\$ 83.00/hour
Consulting Engineer	\$165.00/hour

REIMBURSABLE EXPENSE SCHEDULE

Reimbursables shall be charged at 5% of the total Design Fee or as direct expenses below:
Notwithstanding the foregoing sentence, reimbursable costs are included in the lump sum for this feasibility and cost study.

Laboratory Testing	Cost Plus 10%
Printing	
Clean Prints (blueprints)	\$ 0.75/sf
Copies-8 ½"x11"	\$ 0.20 each
11"x17"	\$ 0.45 each
Sepias, Mylar	\$ 4.75/sf
Sepias, Paper	\$ 2.50/sf
Bindings	\$ 4.00/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% of invoice
<i>Phone calls, faxes, scanning, website plan room, emails, and other forms of communication.</i>	
<i>*not charged if client selects the flat 5% reimbursable charge</i>	



Port City Architecture 2025 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 the 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 to 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 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 are often 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 may 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 the 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 the 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 this Agreement from any cause, including strict liability, breach of contract or breach of warranty, shall not exceed the greater of (i) triple the lump sum cost of this agreement, or (ii) any and all coverages under ARCHITECT'S applicable insurance.

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

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, notwithstanding the limitation of liability contained in Section 6, indemnify the OWNER for any loss or damage to the 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, OWNER shall, to the fullest extent permitted by law, defend, 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 Owner's negligence or willful misconduct in performing its obligations under this agreement. ARCHITECT recognizes that that OWNER is a political subdivision of the State of Maine to which the Maine Tort Claims Act is applicable. Accordingly, nothing in this agreement shall operate in practical effect to waive any defense, immunity, limitation of liability, or limitations of actions available to OWNER pursuant to applicable law including the Maine Tort Claims Act. Furthermore, nothing in this agreement, including any contractual indemnification, is intended or shall operate to create a greater liability on OWNER'S part to ARCHITECT for third party claims than OWNER has or would have for claims brought by such third party directly against OWNER in accordance with the provisions of the Maine Tort Claims Act.



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 \$20,000 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 the excess costs; 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.

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 unless required by law. In the event that the OWNER determines that any information in the Proposal or Agreement are public records subject to disclosure under Maine's freedom of Access Act (FOAA), the OWNER shall notify the ARCHITECT of its intent to disclose such information after providing the ARCHITECT ten (10) business days to seek a protective order or injunctive relief from a Superior Court in Maine.

14. GOVERNING LAW

This Agreement is to be governed by and construed in accordance with the laws of the State of Maine without regard of its conflicts of laws provisions. **END OF ITEMS**



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.