

January 5, 2018

Mr. Timothy R. Carroll
Executive Secretary
Town of Chilmark
P.O. Box 119
401 Middle Road
Chilmark, MA 02535-0119

Re: Menemsha Harbor Marina
Consulting Engineering Services
Engineering Fee Proposal No. 60-18-550

Dear Mr. Carroll:

Thank you for the opportunity to provide a proposal for the electrical upgrade design associated with the above referenced project. The design fee associated with this scope is the result of review of previously submitted contractor scope estimate details and contractor existing equipment survey report and phone communications with client representative.

SCOPE OF WORK AND SERVICES

1. Design Scope
 - a. Visit and survey the existing site conditions in order to prepare existing condition/ demolition drawings (one day).
 - b. Prepare 90% design drawings and technical specifications (260000) for review by client (four weeks).
 - c. Receive client 90% review feedback and incorporate as needed.
 - d. Prepare 100% drawings and technical specifications (260000) for review by client (two weeks).
 - e. Receive client 100% review feedback and incorporate as needed.
 - f. Submit final construction drawings and technical specifications (260000) to client for public bidding.
2. Assumptions
 - a. Site CAD plans will be provided by others for electrical design.
 - b. Client preparing front-end (Division I, General Conditions) specifications.
 - c. Client preparing Public Bid Form.
3. Exclusions
 - a. Construction estimates are not included in this fee. A fee can be provided for construction estimates, if requested.
 - b. Bid Phase Services are not included in this fee. A fee can be provided for Bid Phase Services, if requested.

- c. Construction Phase Services are not included in this fee. A fee can be provided for Construction Phase Services, if requested.
- 4. Services available, but not included in this proposal are:
 - a. Mechanical Design
 - b. Plumbing Design
 - c. Fire Protection Design
 - d. Technology Design
 - e. Structural Design
 - f. Commissioning and Testing

COMPENSATION

Our fee for Design Services to incorporate the scope described above is Twenty Thousand Five Hundred Dollars (\$20,500).

Expenses for reproduction, express mail, delivery service, travel, and parking, shall be reimbursed at cost plus 10% for administrative handling. Reimbursables are not included in the fixed fee.

Billing shall be monthly for services rendered. Additional engineering services, if required, will be billed on an hourly basis according to the enclosed billing rate schedule. Payment is due within 30 days of the date of our invoice. Amounts outstanding beyond 30 days shall accumulate interest at a rate of 3/4% per month. The proposed fee, hourly rates, and terms listed above shall remain valid until 30 days from the date of this proposal. This proposal is subject to the terms and conditions as stated in the enclosed "Standard Form Agreement Supplement".

Thank you for the opportunity to offer our services. If you concur with the above, please sign and return one copy of this letter to our office. This letter will then constitute an agreement between Town of Chilmark and TMP Consulting Engineers, Inc., doing business as Bala Consulting Engineers.

Should you have any questions, please advise.

Very truly yours,

BALA CONSULTING ENGINEERS

Town of Chilmark



Mark DeVeau, P.E.
Senior Associate

Accepted

Title

MD/jel/rrb

Enclosures: (1) Hourly Rates for Additional Services
(2) Standard Form Agreement

Date

cc: Acctg. – Bala

Chilmark, Martha's Vineyard - Level of Effort

	Principal Manager	Electrical Engineer	CAD Specialist I	Project Controls	Word Processing	Totals
Task 1. Review Existing Documentation / Site Visits / Stakeholder Meetings						
A. Perform initial site survey of existing conditions.	0	12	0	0	0	12
Task 2. 90% Construction Documents						
A. Prepare 90% Electrical drawings for client review.	3	24	30	2	0	59
B. Prepare 90% Electrical specifications for client review.	3	8	0	0	3	14
C. Attend (1) phone meeting with client to review comments.	2	4	0	0	1	7
Task 3. 100% Construction Bid Documents						
A. Provide 100% Electrical drawings incorporating client review comments from the 90% submission.	2	12	12	2	0	28
B. Provide 100% Electrical incorporating client review comments from the 90% submission.	2	4	0	0	1	7
Task 4. Bid Phase Services						
A. Under Separate Contract	0	0	0	0	0	0
Task 5. Construction Administration Services						
Under Separate Contract	0	0	0	0	0	0
Hours	12	64	42	4	5	127



HOURLY RATE SCHEDULE

through 12/31/18

Personnel	Billing Rate
President	\$300.00
Executive Vice President	\$225.00 - \$265.00
Senior Vice President	\$200.00 - \$250.00
Vice President	\$190.00 - \$240.00
Knowledge Center Leader	\$190.00 - \$240.00
Department Manager	\$160.00 - \$230.00
Senior Project Manager	\$160.00 - \$225.00
Project Manager	\$135.00 - \$185.00
Senior Project Engineer	\$135.00 - \$185.00
Senior Systems Specialist	\$125.00 - \$175.00
Project Engineer	\$120.00 - \$160.00
Senior Designer/Cx Technician	\$100.00 - \$150.00
Engineer	\$85.00 - \$125.00
Systems Specialist	\$85.00 - \$125.00
Designer/Cx Technician	\$75.00 - \$115.00
CAD Technician	\$75.00 - \$100.00
Administrative Staff	\$70.00 - \$ 90.00

STANDARD FORM AGREEMENT

All documents, including drawings and specifications pertaining to this Project are instruments of service. TMP Consulting Engineers, Inc. doing business as Bala Consulting Engineers (Bala) shall retain an ownership and property interest in the documents whether or not the Project is completed. Town of Chilmark, known as Client, may make and retain copies of the documents for reference in connection with the use and occupancy of the Project. The documents are not intended or represented as suitable for extension of this or any other project. Any reuse, without written verification or adaptation by Bala for the specific purpose intended, will be at Client's own risk.

Client shall indemnify and hold harmless Bala, its consultants and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of the unauthorized reuse of the documents. Client further agrees to compensate Bala for any time spent or expenses incurred by it in defense of any such claim, in accordance with Bala, prevailing fee schedule and expense reimbursement policy.

CLIENT'S RESPONSIBILITIES

Client shall provide full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf on all aspects of the Project; examine and promptly respond to Bala submissions; give timely notice to Bala when Client observes or otherwise becomes aware of any defect in Bala Consulting Engineers Inc., work; notify Bala in writing, as to the nature and extent of any dissatisfaction leading to Client's withholding of invoiced payments.

If, during the course of construction, the Client and/or Owner should elect to accept a substitution of equipment or material by the contractor as a means of construction cost reduction, and the said substitution necessitates a substantial review or re-design, Bala shall be remunerated at the hourly rates stated herein to perform the review or re-design.

RESPONSIBILITY FOR COST ESTIMATE

During the course of the Project, if Bala, is requested to review the Client's Project budget or review a Project Cost Estimate, it is understood that such review represents Bala's best judgment as a design professional familiar with the construction industry. It is recognized that neither Client nor Bala has control over the cost of labor, materials or equipment; over the Contractor's methods of determining bid prices; over competitive bidding; market or negotiating conditions; timely availability of labor, materials or equipment; or over the efficient utilization of labor and other resources. Accordingly, Bala cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's proposed project budget, or from any Statement of Probable Construction Cost or other cost estimate or evaluation reviewed by Bala.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Bala and Bala's officers, directors, partners, employees, agents and Bala's consultants, and any of them to Client and anyone claiming by, through or under Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty expressed or implied of Bala or Bala's officers, directors, partners, employees, agents or Bala's consultants

or any of them, shall not exceed the total compensation received by Bala under this agreement.

Inasmuch as the remodeling and/or rehabilitation of an existing building requires that certain assumptions be made concerning existing conditions, because some of these assumptions cannot be verified without expending great sums of additional money or destroying otherwise adequate or serviceable portions of the building, the Client and Owner agree that, except for negligence on the part of Bala, the Client and Owner will hold harmless, indemnify and defend Bala for and against any and all claims, damages, awards and costs of defense arising out of the professional services provided under this agreement. The Client and Owner further agree that Bala is not responsible for hidden latent defects.

ASBESTOS ABATEMENT

Bala's responsibility does not include any detection, encapsulation, removal or disposal of asbestos or asbestos-contaminated material. Bala shall not be responsible for identifying potential asbestos hazards, nor shall Bala be held accountable if previously unidentified asbestos-containing materials shall be encountered during the installation and construction of the Project. Further, Client shall indemnify and hold Bala harmless against any and all claims, liens, liability, losses, damages, fines, judgments and penalties, including reasonable costs and settlements arising from the presence of asbestos-containing materials or from any allegation of the presence of asbestos-containing materials in the Project work area.

TERMINATION

Client may terminate this agreement by issuing seven (7) calendar days written notice to Bala. The effective termination date will be seven (7) calendar days after official receipt of written notification.

In the event of termination, Bala shall be compensated for all costs incurred and associated profit earned up to and including the termination date. Bala reserves the right to determine the amount of work required to bring the project to a reasonable halt. This work will include compilation, collation and permanent record storage of all work completed and in process at the time of notification.

If requested by Client to restart the project, Client will be responsible for any additional charges associated with record retrieval, update and re-orientation.

ADDITIONAL CHARGES

Client may request additional services beyond the original Scope of Work. Compensation for additional services shall be subject to our basic rate schedules. Upon request by Client for additional services, Bala shall prepare an estimate of the additional fee.

Prior to commencing with the additional work, Client must issue written authorization to proceed by signing an "Authorization to Provide Additional Services" form.

Payment for additional services shall be subject to all terms and conditions of the original agreement.