Jennifer Christy

From:

Asst Exec Sec <asstexecsec@chilmarkma.gov>

Sent:

Thursday, February 15, 2018 1:07 PM

To:

Jennifer Christy; Bill Rossi (billrossimv@gmail.com); 'jim malkin (jimmalkin@gmail.com)';

Warren Doty (warrenmdoty@gmail.com)

Cc:

'execsec@chilmarkma.gov'

Subject:

Menemsha piling project bid results

Attachments:

IFB BID LOG MENEMSHA PILING PROJECT 2.15.18.pdf

The bid results are in and have been opened,

Selectman Doty, Accountant Biskis, Asst. DeBlase and Harbormaster Jason were all present during the opening of the 4 bids. this will be discussed at BOS 3/6/18 agenda. no awarding will be done before that time, the bids will now be fully reviewed, all references checked etc....

A copy of the IFB & RFP document each vender received is listed on our web page Description: Menemsha Pilings Project: Com Fish Bulkhead Number 2018-01

Here is the link http://www.chilmarkma.gov/Pages/ChilmarkMA ExecSec/IFB%20or%20RFP/index

This log has also been forwarded to each of the bidders -Dilly

Receptionist
Office of the Selectmen
Chilmark Town Hall

P: (508) 645-2100 ext. 0

F: (508) 645-2110

E: asstexecsec@chilmarkma.gov

The Secretary of State's office has determined that most e-mails to and from municipal offices and officials are public records. Consequently, confidentiality should not be expected.

Menemsha Piling Project	ADD/ALI Deviations? Addena Ack Project Manager On-Sile	N/Y N/Y 8	Sloy48285 No Vacuulty	130,974.00 No Mikataviz 1	Robert B. Mark Matts OUR CO. INC 178,800.3 No Timmemen childs	Offstrore 152,370.00 No packer	
Menemsha Piling Project	Addena Ack	N/ >	John Hy	NO Solvanie	No Timemen Yes		
Menemsha Piling Project				John Mikatariz	Mark Transmin Yes		
sha Piling Project	Project Manager Or	N / >		John Mitodowith	Mark Timmeman		
100	CONTRACTOR OF THE PARTY OF THE						
		N / >	Same Yrs	Mark Curtis	Matt Swilds	John	
Selectmen's Meeting Room	States, and of Financia,	Z / >-					ELLEN DIANA
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	References	Z / >	Ž.	7.65	Z	W S	OPENING:
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21	References Non Collysion Tax Compliance BID 3OND	Z/>	Yes	52%	KS	XX	Biskis Bru
4:00 PM	BID BOND	v	5%	3/9/2	2%	200	7 2:21 2:21



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.

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.

Menemsha Harbor Marina EFP # 60-18-550 January 5, 2018 Page 2



- 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.

BALA CONSULTING ENGINEERS	Town of Chilmark
2	Accepted
Mark DeVeau, P.E. Senior Associate	Title
MD/jel/rrb Enclosures: (1) Hourly Rates for Additional Services (2) Standard Form Agreement	Date

cc: Acctg. - Bala

Very truly yours,



Chilmark, Martha's Vineyard - Level of Effort

		Principal Manager	Electrical Engineer	CAD Specialist 1	Project Controls	gniezeoord broW	Totals
Task 1.	Task 1. Review Existing Documentation / Site Visits / Stakeholder Meetings	tings					
A.	Perform initial site survey of existing conditions.	0	12	0	0	0	12
Task 2.	Task 2. 90% Construction Documents						
A.	Prepare 90% Electrical drawings for client review.		24	30	2	0	59
В.	Prepare 90% Electrical specifications for client review.	3	8	0	0	8	14
<u>ن</u>	Attend (1) phone meeting with client to review comments.	2	4	0	0	-	7
Task 3.	Task 3, 100% Construction Bid Documents						
Y.	Provide 100% Electrical drawings incorporating client review comments from the 90% submission.	2	12	12	2	0	28
89	Provide 100% Electrical incorporating client review comments from the 90% submission.	2	4	0	0	-	7
Task 4.	Task 4. Bid Phase Services						
A.	Under Separate Contract	0	0	0	0	0	0
Task 5.	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.

Z:\PROPOSALS\2018 - Boston\Menemsha Harbor Marina\60-18-550 - Elec Upgrade Design\60-18-550 - Bala - Menemsha Harbor-Elec Upgrade.docx

VA

VINCENT A. DIIORIO, INC.

Norwood Airport Business Park

89 Access Road, Suite 18 Norwood, Massachusetts, 02062

February 13, 2018

Town of Chilmark 401 Middle Road, PO Box 119 Chilmark, MA 02535 Tim Carroll Executive Secretary execsec@chilmarkma.gov

RE:

New Service, Distribution System and Marina Pedestals

Menemsha Basin Marina

Basin Road Chilmark, MA

SUBJECT: Electrical Fee Proposal

Dear Tim,

It was pleasure meeting with you and the other members of the group to discuss the existing conditions at Menemsha Basin Marina. As I indicated during our meeting last Friday, there is no ground fault protection at any of the existing pedestals along the Basin Road dock and the newer concrete floating dock. There is also no ground fault protection at the Main Distribution Panel (MDP) adjacent to the gas station building or in the sub-feed power panel within the enclosure that feeds the pedestals on the newer dock.

The existing MDP that is fed from the overhead utility lines is in disrepair and is showing a large amount of deterioration due to exposure to the salt air and sea spray. Modifications also need to take place at the sub-feed pedestal that would include ground fault protection and the proper grounding.

This office is pleased to provide the Town of Chilmark with an electrical fee proposal for the new service and distribution system for the docks at the Menemsha Basin Marina.

Our proposal is based on the scope of work outlined during our site visit of Friday February 9, 2018. If the actual scope of work differs from that identified in the above mentioned documents we would request an opportunity to revisit our proposal.

Our design would include meeting with representatives from the Town of Chilmark, the wiring inspector Cole Power of Powers Electric and other pertinent project people to discuss the program needs and concerns with the proposed design.

It is my understanding, that our engineering efforts should include a complete Electrical design that meets the intent of Article 555 "Marinas, Boatyards, Commercial & Noncommercial Docking Facilities" of the 2017 National Electric Code that would include the following:

- Site assessment
- New 120/240 volt, single phase service conduits and trenching form pole mounted utility company transformers
- New pad mounted Stainless Steel enclosure, pad and grounding located a minimum of 2'-0" above the highest tide level
- New underground secondary service conductors
- Coordination of the service and metering with Utility Company representatives
- Duct bank detail indicating size and quantity of conduit, fill, grounding, warning tape and cover
- New Main Distribution Panel (approximately 400-amps)
- New sub-feed distribution panel, pad and grounding located a minimum of 2'-0" above the highest tide level
- New feeders and branch circuit wiring for new parking area and floating dock pedestals
- Each outlet on each pedestal will be fed with an individual branch circuit
- New ground fault pedestal mounted outlets will be installed every 50'-0" on center along the commercial dock
- Grounding System for all system components will include but not be limited to; enclosure steel, enclosure foundations, installed within duct banks and equipment ground conductors, etc.



- All wiring permanent wiring on the underside of the piers or where flexibility is required due to floating docks with be Type GR2
 "gasoline and oil resistant"
- Ground fault protection of 60ma at each panelboard and 30ma at each pedestal. This would ensure that a pedestal would trip prior to interrupting an entire dock or the entire service
- Marine pedestals will be specified with individual branch circuit breakers to protect each of the receptacles within the pedestal
- Coordination with the local Wiring Inspector

Our responsibility will also include meeting with the appropriate utility company representatives and incorporate their requirements into our design.

After all of the aforementioned issues are incorporated into a preliminary design, we would look forward to a review by all concerned parties to verify that the program needs have been met satisfactorily.

At this stage, final Contract documents, consisting of detailed plans and specifications, would be prepared and incorporated into the scope of work.

This office would provide shop-drawing review of all specified equipment and be available to the contractor for consultation of field concerns and to answer RFI's.

This office would propose a fixed fee of \$9,500.00 for the above mentioned electrical engineering services + \$3,000.00 for Construction Administration services. Any additional mutually agreed upon services should be performed on and hourly basis at the following rates:

Engineer

\$135.00 per/hour

AutoCAD Operator

\$100.00 per/hour

This office would exclude from our design services the following;

- Sustainable Design
- Life Cycle Costing
- LEED Participation
- Fire Pump and Service
- PV Design
- Fire Alarm System
- Commissioning
- Rebate Forms
- Documents for alternative bids.
- Value engineering or redesign in the event of cost over-runs.
- Preparation of forms or documents for submission to the local utility company for energy rebate programs.
- Work involving permits.
- As Built documentation
- Cost Estimating
- · Energy simulation modeling
- Design of alternative energy systems
- Arc-Flash/Coordination study

This office would estimate reimbursable expenses for this project being approximately \$1,500.00 as they relate to the project. Reimbursable expenses will include travel, lodging, meals, printing, plotting and will be invoiced at end of each month.

Our firm carries \$1,000,000.00 in liability insurance for errors and omissions.



If this proposal is acceptable to you in its present form please return one signed copy for our records. If you require any other standard form of agreement for services to be provided, please prepare the document and send it to us for review.

If there are any questions, please do not hesitate to contact this office at your convenience.

Very Truly Yours, VINCENT A. DIIORIO, INC.

June O Diluno

President

Approved: _____ Date: _____ Date: _____



TOWN OF CHILMARK CHILMARK, MASSACHUSETTS

TOWN OFFICES: Beetlebung Corner Post Office Box 119 Chilmark, MA 02535 508-645-2100 508-645-2110 Fax

TO: Chilmark Board of Selectmen FR: Harbormaster Dennis Jason

DT: 02/16/2018

RE: Hire Administrative Assistant

Selectmen please accept my recommendation for Administrative Assistant and appoint Tamar Rogers to the position. I worked alongside Selectman James Malkin and Spider Andresen during our process to fill the position. We had two strong candidates that made it to the interview process. Both were interviewed a second time and my recommendation is based on Ms. Rogers experience and ability to work right away.

I would like to thank James Malkin and Spider Andresen for collaborating in getting to this final recommendation. I look forward to having an assistant to help in preparations for the coming season.

Thank you

Harbormaster Dennis Jason

Jennifer Christy

From:

David J. Pacheco < DPacheco@H2M.com>

Sent:

Wednesday, February 28, 2018 10:55 AM

To:

Tim Carroll; Dennis A. Ross

Cc:

Jennifer Christy; Asst Exec Sec; REID@VLSE.NET; kenthealymv@gmail.com; Marina Lent;

David Norton; Bill Rossi

Subject:

RE: Chilmark Fire/EMS building ***Progress Update***

All,

- 1. We conducted a very productive Project Program interview with Chief Norton.
- 2. A separate Project Program interview is scheduled with Chief Retmier tomorrow.
- 3. The *Program* and *Space Use Analysis* will be issued by Monday 3/5/18. If specific revisions are needed, we will make those and re-issue for the 3/6/18 UPDATE MEETING milestone.
- 4. I was contacted by Chuck Hodgkinson of the Conservation Commission. We had a good conversation. Mr. Hodgkinson indicated that the wetlands on the site may be problematic. A new site plan delineating the wetlands is expected to be issued the week of March 12th. Mr. Hodgkinson indicated he will send that to us as soon as it comes in. Until this is in-hand, it does not make much sense to progress too far on plan/site design since the new delineation plan could have significant impact on design options. Other items that Mr. Hodgkinson flagged as relevant to the project include water table, well location, septic expansion, special waste handling and vehicle apron drainage. While future design phases would be where those issues would be largely addressed, some budget provisions should be assumed now as a placeholder.
- 5. Research continues on appropriate Chilmark typologies and vernacular for the massing/elevations task.

Sincerely,

David J. Pacheco, AIA

Director of Regional Office

Pacheco Ross Architects

a division of H2M architects + engineers

3 Lear Jet Lane, Suite 205 Latham, NY 12110 tel 518.765.5105 x2031 www.pra-pc.com

From: Tim Carroll [mailto:execsec@chilmarkma.gov] Sent: Wednesday, February 14, 2018 10:46 PM

To: Dennis A. Ross < DRoss@H2M.com>

Cc: David J. Pacheco <DPacheco@H2M.com>; Jennifer Christy <jchristy@chilmarkma.gov>; Asst Exec Sec <asstexecsec@chilmarkma.gov>; REID@VLSE.NET; kenthealymv@gmail.com; Marina Lent <mlent@chilmarkma.gov>; David Norton <dnorton@chilmarkma.gov>; Bill Rossi <billrossimv@gmail.com>

Subject: Re: Chilmark Fire/EMS building

David

Welcome aboard! Fire Chief David Norton is available for the next seven days and then he will be traveling. You are welcome to call his cell phone 508-627-2760 anytime.

I will be traveling out of the country for the next two weeks. But feel free to email me with questions if necessary. I will try to respond before I return on March 5th.

Ambulance Chief Ben Retmier's cell phone is 508-627-2992.

<u>Jchristy@chilmarkma.gov</u> is the town clerk and might be able to connect you with other people and information as you require it during my absence. 508-645-2107

Reid Silva is our surveyor. He owns Vineyard Land Surveying, Inc in West Tisbury. 508-693-3774

Kent Healy is our Civil Engineer. He is in West Tisbury also.

Bill Rossi is chairman of our Board of Selectmen and a member of the public safety building site committee.

Marina Lent is our Health Agent. 508-645-2105

Good luck and I look forward to working with you!

Best

Tim

Town of Chilmark 508-645-2101

On Feb 14, 2018, at 6:05 PM, Dennis A. Ross < DRoss@H2M.com > wrote:

Tim, as long as the Selectmen have approved the proposal we're ok. I may not use the standard agreement unless the Select Board says they need it.

I've just met with David, my Partner to outline how we can get you the work product and we have a plan. I'll continue to oversee the project, but will transfer the design responsibilities to David. He's an Eastern, Mass boy so he understands the design, look, feel and aesthetics, not to mention island issues of your station. We will start the transfer of info this week. I'll keep you posted, but David will send work to be reviewed, ask questions etc. Thanks for your understanding. Dennis

Dennis A. Ross, AIA
Director of Emergency Services Market
H2M architects + engineers

3 Lear Jet Lane, Suite 205, Latham, NY 12110 tel 518.765.5105 x2030 | mobile 518.210.5698

Follow: Twitter|Facebook|LinkedIn|Instagram|Pinterest|Tumblr|Google+www.h2m.com

From: execsec@chilmarkma.gov [mailto:execsec@chilmarkma.gov]

Sent: Wednesday, February 14, 2018 5:18 PM

To: Dennis A. Ross < DRoss@H2M.com>

Subject: RE: Chilmark

Dennis

These are our standard forms. The Selectmen voted to approve your proposal. So we are proceeding under that document since you were going to bill for actual hours worked. We can have a standard agreement too.

I was under the impression you were working on this project when I got your message and then spoke to your partner.

Please have some sort of UPDATE for March 6?	I told them that you were 6 weeks out when they approved your
proposal.	

If all the stars lined up, we could possibly have a Special Town Meeting to fund the next phase of this project on April 23rd. That would require the Selectmen to either vote to do so on March 20th or hold a special meeting by March 27th

But if that is not possible, we will be waiting for the fall STM.

Best,

Tim

CONFIDENTIALITY NOTICE: Thanking you in advance for your cooperation, the information contained in this message and any attachments is intended only for the use of the individual(s) named above. If the person actually receiving this email is not the named or intended recipient, any use, dissemination, distribution, or copying of this communication is prohibited. If you have received this communication in error, please immediately notify us by email that this message has been inadvertently transmitted to you and kindly delete this e-mail from your system. We appreciate your time and attention.