

CITY OF HALLOWELL

ONE WINTHROP STREET
HALLOWELL, MAINE 04347

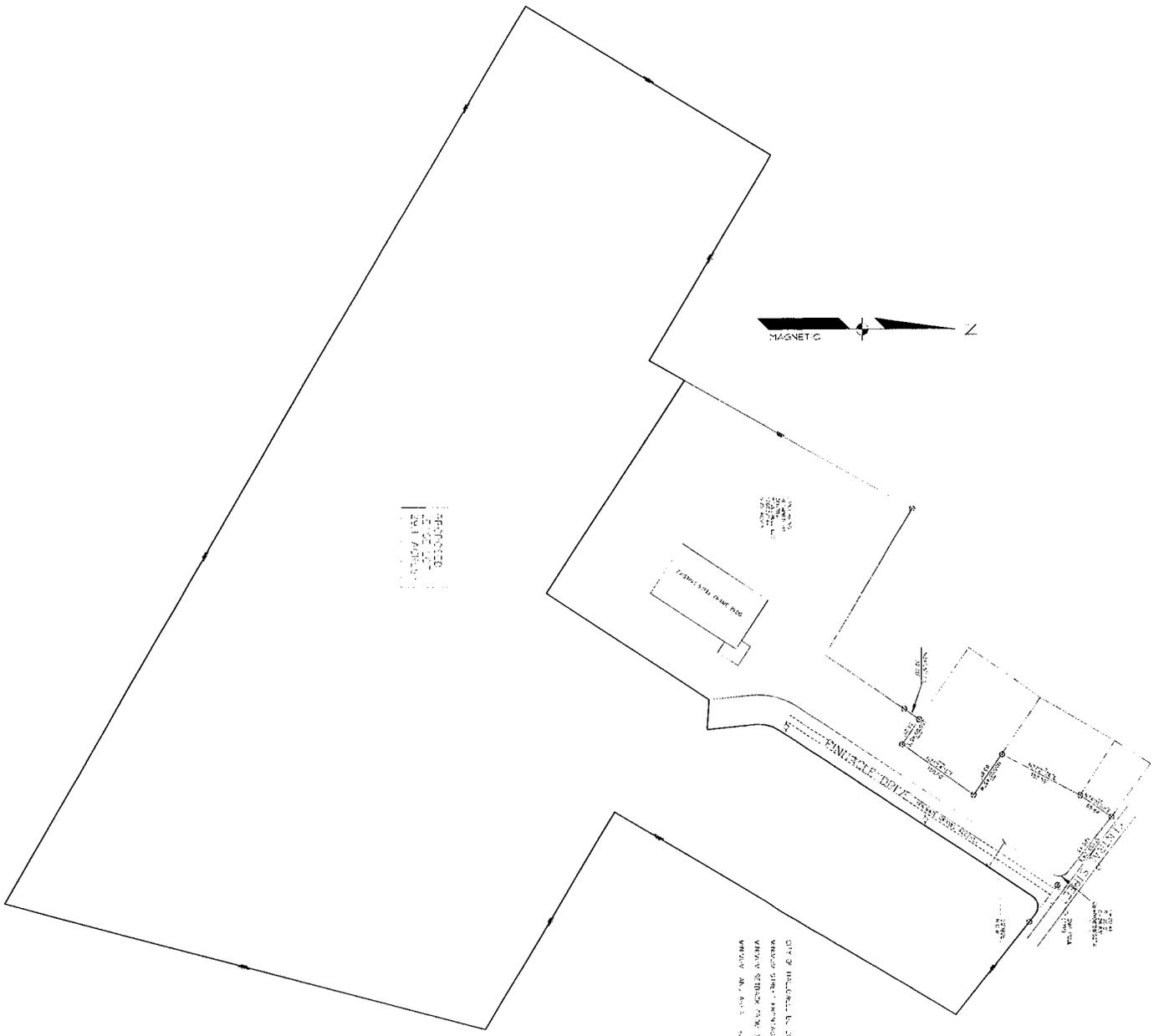
NATE RUDY, CITY MANAGER
citymanager@hallowellmaine.org

TEL: (207) 623-4021, Ext 203; FAX (207) 621-8317
www.hallowell.govoffice.com

To: Hallowell City Council and Mayor Walker

RE: Concepts for proposed use of Tank and Culvert site for new Public Works facility

The attached materials are to help advise Council on a very early stage information gathering effort around using the former Tank and Culvert facility on Central Street as a Public Works garage, sand and salt storage area, and recycling center. No commitments have been made to the seller that the City will acquire the facility, but we are asking that Council consider using budgeted funds for the purposes of property value appraisals and to determine if the steel structure and foundation look reusable for a Public Works facility. Attached are appraisal estimates and proposals for inspecting the steel and concrete pad foundation, along with a concept drawing of the proposed facility floorplan and siting.

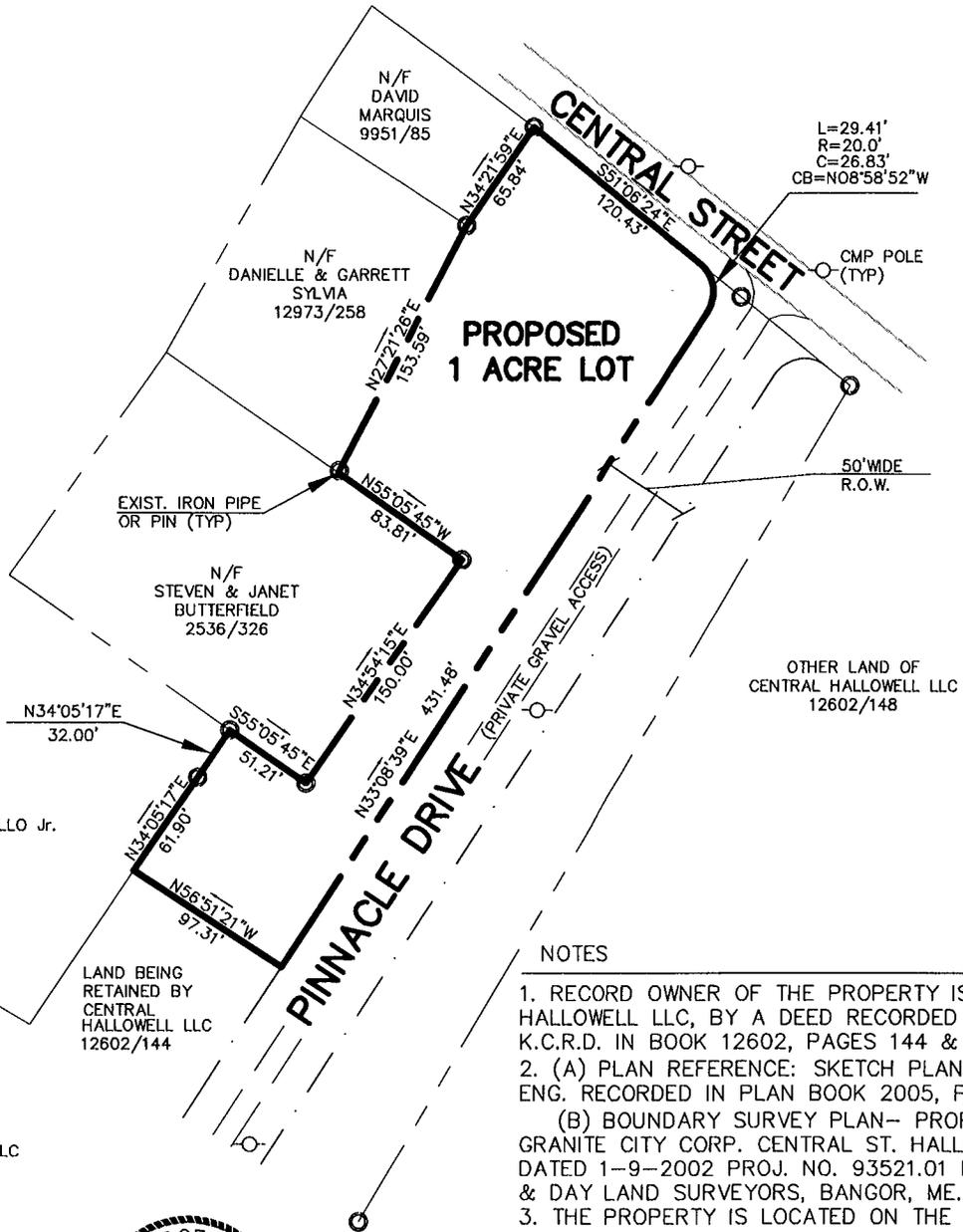


PROPERTY LINE
TO BE SET
RECORDED

NOTE: ALL UTILITIES TO BE RELOCATED
WHERE SHOWN - EXCEPT IN A CASE OF EMERGENCY
WHERE SERVICE TO THE STREET IS OF THE MAX. 40'
WHERE SHOWN AND NOT INDICATED

EXHIBIT "A"

SURVEY SKETCH



NOTES

1. RECORD OWNER OF THE PROPERTY IS CENTRAL HALLOWELL LLC, BY A DEED RECORDED IN THE K.C.R.D. IN BOOK 12602, PAGES 144 & 148.
2. (A) PLAN REFERENCE: SKETCH PLAN BY COFFIN ENG. RECORDED IN PLAN BOOK 2005, PAGE 15.
 (B) BOUNDARY SURVEY PLAN-- PROPERTY OF GRANITE CITY CORP. CENTRAL ST. HALLOWELL, ME DATED 1-9-2002 PROJ. NO. 93521.01 BY PLISGA & DAY LAND SURVEYORS, BANGOR, ME.
3. THE PROPERTY IS LOCATED ON THE CITY OF HALLOWELL PROPERTY MAP #18B, SHOWN AS LOTS 34 & 34F.
4. THIS IS NOT A STANDARD BOUNDARY SURVEY. THE PERIMETER BOUNDARIES SHOWN HEREON ARE BASED SOLELY ON THE PLANS REFERENCED IN NOTE 2. THE LOT DIVISION CALCULATIONS WERE PERFORMED BY DANIEL R. LAFLIN PLS #2188.



McGee Construction

"What Don't We Do!"

537 High Street
 West Gardiner, Maine 04345
 Tel (207) 582-8810

SURVEY SKETCH

OF PROPOSED

1 ACRE LOT

CENTRAL STREET, HALLOWELL
 KENNEBEC COUNTY, MAINE
 FOR

CENTRAL HALLOWELL LLC

DESIGN BY:

DRAWN BY: DRL

CHECKED BY: JM

DATE: 8-15-2018

SCALE: 1"=100'

FIELD BK: FBK-FILE

PROJ. NO: 04106

DRAWING:

SHEET OF



Maine Valuation Company Proposal

To: Nate Rudy, City Manager – 1 Winthrop Street, Hallowell, ME 04347 (nrudy@hallowellmaine.org // 207-623-4012 x 203)
From: Mark L. Plourde, MAI
Date: January 6, 2020

Client¹: **TBD**
 Intended Users: The Client named above
 Intended Use: Business decisions
 Type of Value: Market Value of Real Estate
 Effective Date of Value: As Is, as of date of inspection
 Subject Property Rights: Fee Simple
 Subject Property Location: 21 Pinnacle Drive, Hallowell, Maine 04347
 Subject Property Type: Culvert & Tank facility
 Estimated Subject Land Area: TBD
 Estimated Subject Gross Building Area: TBD
 Assignment Conditions: Typical

Ethics Disclosure: In accordance with the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP), Maine Valuation Company and the appraiser hereby disclose to the client of this appraisal assignment that they have no current or prospective interest in the subject property or parties involved; and, that they have not provided any services regarding the subject property within the three year period immediately preceding acceptance of the assignment, as an appraiser or in any other capacity.

Scope of Work: The appraiser will inspect and describe the subject property; perform market analysis; conduct due diligence for and confirm the most applicable market data; develop an opinion of the highest and best use of the property; apply the most appropriate methods of valuation to arrive at credible results for the property rights to be appraised. We envision focusing solely on the Sales Comparison Approach to value. We will not be employing the Cost or Income Approaches to value given the characteristics of the property on an “as is” basis.

Professional Standards: Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; and, the Code of Professional Ethics (CPE), & the Standards of Professional Appraisal Practice (SPAP) of the Appraisal Institute.

Report Type & Deliverables: Appraisal Report // (1) PDF copy (1) and one hard copy original

Necessary Subject Information: To be requested upon authorization of this assignment

Delivery Date: **8 ± Weeks** (subject to written authorization)
Appraisal Fee: **\$2,950** (deduct \$200 if engaged with related 286 Water Street assignment)

If this proposal is acceptable, please notify Maine Valuation Company ASAP by signature below and return to Mark Plourde to engage our services. The fee will be invoiced upon delivery of the report, due and payable net 15 days.

Please direct all communications regarding this proposal to:

Mark L. Plourde, MAI – Manager, Maine Valuation Company, P.O. Box 220, Gorham, ME 04038
 207-893-8345 // Email: mainevaluation@gmail.com

I accept this proposal and authorize the appraisal assignment in accordance with the scope of work, time, and fee quoted herein.

Client: _____ Date: _____ Contact Person: (name, phone, email): _____

¹ Federal Banking regulations require that all appraisal reports to be used by a federally insured financial institution for underwriting a loan on real estate collateral in excess of \$500,000 must be ordered by a financial institution as the Client. Thus, you are encouraged to clarify this issue with a financial institution first if this is an intended use of the appraisal report. Once complete, the appraisal report cannot be changed or re-addressed to any other party, nor can any other Intended Users be added.



Maine Valuation Company Proposal

To: Nate Rudy, City Manager – 1 Winthrop Street, Hallowell, ME 04347 (nrudy@hallowellmaine.org // 207-623-4012 x 203)
From: Mark L. Plourde, MAI
Date: January 6, 2020

Client¹: City of Hallowell, Maine
 Intended Users: The Client named above
 Intended Use: Business decisions
 Type of Value: Market Value of Real Estate
 Effective Date of Value: As Is, as of date of inspection
 Subject Property Rights: Fee Simple
 Subject Property Location: 286 Water Street, Hallowell, Maine 04347
 Subject Property Type: Public Works facility
 Estimated Subject Land Area: TBD
 Estimated Subject Gross Building Area: TBD
 Assignment Conditions: Typical

Ethics Disclosure: In accordance with the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP), Maine Valuation Company and the appraiser hereby disclose to the client of this appraisal assignment that they have no current or prospective interest in the subject property or parties involved; and, that they have not provided any services regarding the subject property within the three year period immediately preceding acceptance of the assignment, as an appraiser or in any other capacity.

Scope of Work: The appraiser will inspect and describe the subject property; perform market analysis; conduct due diligence for and confirm the most applicable market data; develop an opinion of the highest and best use of the property; apply the most appropriate methods of valuation to arrive at credible results for the property rights to be appraised. We envision focusing solely on the Sales Comparison Approach to value. We will not be employing the Cost or Income Approaches to value given the characteristics of the property on an “as is” basis.

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Report Type & Deliverables: Appraisal Report // (1) PDF copy (1) and one hard copy original

Necessary Subject Information: To be requested upon authorization of this assignment

Delivery Date: **8 ± Weeks** (subject to written authorization)
Appraisal Fee: **\$2,950** (deduct \$200 if engaged with related 21 Pinnacle Drive assignment)

If this proposal is acceptable, please notify Maine Valuation Company ASAP by signature below and return to Mark Plourde to engage our services. The fee will be invoiced upon delivery of the report, due and payable net 15 days.

Please direct all communications regarding this proposal to:
 Mark L. Plourde, MAI – Manager, Maine Valuation Company, P.O. Box 220, Gorham, ME 04038
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I accept this proposal and authorize the appraisal assignment in accordance with the scope of work, time, and fee quoted herein.

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Sustainable
Structural
Mechanical
Fire Protection
Electrical
Civil
Controls
Architecture



47A York St
Portland, Maine
04101 USA
colbycoengineering.com

2020-003

January 10, 2020

Nate Rudy
City of Hallowell

Subject: Building Evaluation – Proposed Facilities Maintenance Garage

Dear Nate,

Thank you for the opportunity to provide a proposal for engineering services related to the evaluation of the existing structure on 21 Pinnacle Drive in Hallowell. We understand the City is interested in acquiring the property and rehabilitating it into a Facilities Maintenance Garage.

Project Scope

It is our understanding that the City of Hallowell would like Colby Co Engineering to evaluate the building structure and accessible foundation to determine if the structure is sufficient for the proposed use, or what general repair work would be required to make it adequate for this proposed use.

Deliverables

Colby Co. will provide an evaluation report, based on the scope of work provided above. The report would outline the following items:

- Review of any existing documentation/drawings
- Evaluation of building code in place in Hallowell, review of applicable Existing Building Code sections, determination of current required environmental loading (snow, wind, seismic, etc)
- Photographic documentation of building as accessible
- Documentation of any deterioration (rust, rot), for location and severity
- Measurement of major building structural elements if accessible and assessment of condition
- Observation of connections as accessible, including column/wall bases
- Observation of visible foundation elements and documentation of condition
- No observation of roof decking/wall panels for this project, given the desire to re-sheath and roof. Observation of secondary member condition to be made, to determine if wall girts, purlins, etc require repair.

- Documentation and observation of major gravity load resisting systems, and measurement of member geometries, similar task for evaluation of building lateral system (braced frame, moment frames, shear walls, etc)
- Member code checks if possible, evaluation of building suitability to withstand code-required loadings.
- Generation of memoranda indicating building suitability, or estimate of probable work required to bring the building into compliance.

Schedule

We anticipate that after the project award, we will be able to make a visit to the site within two weeks, and provide a report within 4 weeks after the site visit.

Fee Proposal

Colby Co. will provide the scope and deliverables listed above for a lump sum fee of \$2,750.

Exclusions

For the purposes of this proposal, the following items have been excluded from Colby Co.'s scope.

- Repair details
- Cost estimates of repair work
- Architectural, mechanical, electrical, plumbing, life safety, or other discipline building evaluation
- Survey services
- Noise studies and/or acoustical engineering
- Site subsurface geotechnical evaluations
- Environmental engineering and permitting
- Work related to subdivision of the property
- Traffic studies, analysis and permitting
- Hazardous waste testing and/or mitigation work
- Wetland mitigation, planning, permitting design and implementation
- Value Engineering and Bid Option Preparation
- Permit application fees, newspaper advertising costs, and peer review expenses
- Architectural and Engineering services not specifically set forth in the Deliverables above

Colby Co. can provide services which have been excluded above. Should any of these items become necessary during the process of this project's development, Colby Co. would be pleased to provide a proposal for these services.

Thank you for contacting Colby Company for your engineering needs. Please do not hesitate to call with any questions.



COLBY COMPANY ENGINEERING, LLC

47A York St
Portland, Maine
04101 USA

colbycoengineering.com

Sincerely,

S/

Sam Thomas, PE
Colby Co. Engineering
47A York Street
Portland, Maine 04101
207.553.7753 (Main)
207.553.7765 (Direct)
207.712.3828 (Cell)

cc: Brian Beaulieu, PE – Colby Co.



COLBY COMPANY ENGINEERING, LLC

47A York St
Portland, Maine
04101 USA

colbycoengineering.com

Terms and Conditions

Please note the following items are applicable to Colby Co.'s (also referred to herein as 'Consultant') contracts with clients and vendors and are applicable and an essential part of the proposal to which these terms and conditions are attached.

Our receipt of a signed copy of this proposal will serve as our mutual understanding of the terms of this agreement and our notice to proceed. Payment terms are based on the orderly and continuous progression of the work. Invoices will be submitted on a monthly basis for services performed during the period and are due upon receipt. Unpaid balances beyond 30 days will accrue interest at a rate of 1.5 percent per month or, if less, the maximum rate permitted by applicable law. Colby Co.'s legal fees and costs associated with collection of unpaid bills will be the responsibility of the Client. In the event the Client fails to make payments within 30 days of receipt of the invoice, the Consultant may suspend its services until payment of all outstanding sums has been made and the Consultant will not be liable for any delays associated with or resulting from such suspension.

Standard of Care

The Consultant agrees to perform its services under this Agreement in accordance with the degree of skill and care ordinarily exercised by practicing design professionals performing similar services under similar conditions at the same time and locality ("Standard of Care"). The Consultant makes no other representations and no warranties, whether express or implied, with respect to the services rendered hereunder.

Limitation of Liability

To the maximum extent permitted by law, the total liability in the aggregate of the Consultant, inclusive of the Consultant's individual officers, shareholders, directors, independent professional associates, and employees and any of them, to the Client and anyone claiming by, through, or under the Client, for any and all damages, injuries, costs, losses, liabilities, or expenses arising out of or relating to this agreement, Consultant's services, or the project, whether arising in tort, breach of contract, contractual indemnification, breach of warranty, strict liability, or any other theory of liability or cause of action, will not exceed the lesser of the total fees paid to the Consultant under this agreement or the available proceeds of insurance payable on behalf of the Consultant.

The parties also waive all claims and rights against each other arising out of or relating to any damages, injuries, costs, losses, liabilities, or expenses to the extent that the same have been compensated by the proceeds of any insurance policy.

Hazardous Materials

The Consultant has no responsibility for the discovery, presence, identification, handling, transportation, or remediation of any hazardous materials in connection with the services, this Agreement, or the Project.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, consultants, subcontractors, or subconsultants will be liable to the other or make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project, the Consultants' services, or to this Agreement. This mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of actual or anticipated income, loss of reputation or goodwill, and any other consequential damages as defined under applicable law that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant will require similar waivers of consequential damages protecting all the entities or persons named herein in all agreements, contracts and subcontracts with others involved in this Project.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs incurred in responding to third party claims for which the Consultant is legally liable (collectively "Losses"), to the extent such Losses are caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against Losses, to the extent such Losses are caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Further and provided that this sentence will not operate to expand the scope of the indemnity obligations in the two preceding sentences, neither the Client nor the Consultant will be obligated to indemnify the other party in any manner whatsoever for the extent other party's own negligence or for the negligence of others for whom the other party is not legally responsible.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project will be submitted to nonbinding mediation as a condition precedent to the institution of legal proceedings.

The Client and the Consultant 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 a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for



COLBY COMPANY ENGINEERING, LLC

47A York St
Portland, Maine
04101 USA

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mediation as the primary method for dispute resolution among the parties to all those agreements.

Construction Management

If the Client chooses to retain a Construction Manager ("CM") for the Project, the Client will provide to the Consultant, in writing, a list of duties, responsibilities and authority ("DR&A list") the CM has been assigned by the Client. The Consultant will be entitled to rely upon the proper performance by the CM of the items on the DR&A list and will bear no responsibility to the Client or its representative(s) for any opinions, directions or decisions given by the Owner or CM that are within the scope of the DR&A list or that are in conflict with the DR&A list.

In the event the Owner makes any changes to the CM's DR&A list, the Client will notify the Consultant, in writing, in a timely manner. The Consultant will be entitled to rely entirely upon the accuracy, completeness, and quality of the CM's decisions and directions as to all items listed in the DR&A list.

If any Client-directed changes to the CM's DR&A list result in additional time or expense in order for the Consultant to prepare, coordinate or respond to changes to the plans or specifications, the Consultant will be entitled to an equitable adjustment in fees and schedule for the performance of these additional services.

Cost Estimates

In the event the Consultant prepares or evaluates any construction cost estimates in accordance with the services, the Client acknowledges that any such estimates or evaluations reflect the Consultant's judgment as a design professional, but that the Consultant has no control over fluctuations in labor, materials, bidding, or negotiating market conditions, nor over any contractor's methods of calculating its bid. Accordingly, the Consultant cannot and does not represent that actual costs or bids will not vary from any estimates or evaluations prepared by the Consultant.

Construction Phase Services

In connection with any construction phase services by the Consultant, it is understood that the Consultant has no responsibility for any construction means, methods, sequencing, or safety procedures or programs, nor for the applicable construction contractor's failure to construct or implement the work in accordance with the requirements of any design documents or other work product of the Consultant or others. The Consultant's review of any submittals is for evaluating conformance with design intent and is not for the purpose of confirming dimensions or quantities, installation instructions, or means, methods, or safety procedures of construction. Review and approval of a submittal does not indicate approval of an assembly of which the submittal is a component or relieve the contractor of its obligation to construct the work in accordance with the requirements of the applicable construction documents.

Termination of Agreement

This agreement may be terminated by either party by thirty (30) days written notice to the other party without cause; or by mutual written agreement of the parties. If this agreement is terminated, Colby Co. will be paid for the extent of services performed by Colby Co. as of the effective date of termination. Further, if this agreement is terminated, Colby Co. will upon such payment for services, deliver all documents, or copies thereof ("Work Product"), covering the scope of work completed and paid for by the Client, and provided the Client agrees in advance to pay for and then pays for such additional services, Colby Co. will complete certain work in progress and deliver documents or copies thereof as well. Client will also reimburse Colby Co. for all of Colby Co.'s termination expenses, including, but not limited to, those associated with demobilization, reassignment of personnel, and space and equipment costs. Client acknowledges that the Work Product is not represented as suitable for any use, reuse, or modification without the adaptation by the Consultant for the specific application and circumstances intended. Accordingly, the Client waives all claims against and will defend, indemnify, and hold the Consultant harmless from and against all claims, damages, costs, suits, claims, liabilities, and expenses arising out of or relating to any use, reuse, or modification of the Work Product without such involvement by the Consultant. The Consultant at all times retains ownership of the Work Product, including copyright.

Signature: _____

Date: _____

Printed Name: _____

Title: _____



COLBY COMPANY ENGINEERING, LLC

47A York St
Portland, Maine
04101 USA

colbycoengineering.com



A.E. Hodsdon

CONSULTING ENGINEERS

10 COMMON ST., WATERVILLE, ME
04901 (207) 873-5164

January 9, 2020

9-20

Mr. Chris Buck
Public Works Foreman
City of Hallowell
One Winthrop Street
Hallowell, Maine 04347

RE: ***Proposal for Engineering Services
Former Augusta Tank & Culvert Building
Hallowell, Maine***

Dear Chris:

Thank you for choosing A.E. Hodsdon Consulting Engineers to provide a proposal for a structural evaluation of the former Augusta Tank & Culvert building located on Central Street in Hallowell. The following proposal is based on a site meeting on January 3, 2020.

The former Augusta Tank & Culvert building on Central Street has been vacant for an extended period of time. The building is currently being used for winter storage and is left open to the elements with many areas showing signs of deterioration. It has been proposed to renovate and restore the building in order for it to house the City of Hallowell Public Works Department. As part of the evaluation of the property prior to the purchase, the City has requested a structural observation of the super-structure of the building. The evaluation will include conducting a visual structural observation only of the exposed structural members through the use of a provided manlift. Once the observations are complete, we will illustrate our findings in a report. If major structural repairs are found to be required, we will provide another proposal for design services.

COSTS

Please find below a cost estimate for the above services in the following table:

<i>No.</i>	<i>Description</i>	<i>Amount</i>
1	Engineering Design Revision & Submission	\$2,160
Total Estimated Costs		\$2,160

Invoices would be sent monthly based on actual hours spent and billed at the attached hourly rates (Attachment A). Our Standard Terms and Conditions (Attachment B) are made part of this proposal. Please review this information. Work can commence on the project within a week of signing this agreement. If you are in agreement, please sign and return to us. They will act as our agreement for the project.

Sincerely,

S/

Benjamin Murray, P.E.

S/

A.E. Hodsdon Engineers, Date 1/10/2020

Enclosures

City of Hallowell, Date

A.E. Hodsdon Engineers
Time Charge Schedule

Effective November 1, 2019

Albert E. Hodsdon III	\$120.00/hr.
Benjamin Murray	\$120.00/hr.
Mark McCluskey	\$85.00/hr.
Mark Deden	\$80.00/hr.
Gary Lantz	\$80.00/hr.
Michael Gale	\$80.00/hr.
Jean Violette	\$60.00/hr.
Travel	\$ 0.58 mi.
Expenses	At cost
Outside Services	Cost plus 10%
Overtime Costs (after 40 hours per week)	Regular Rates plus 30%
Interest on Accounts over 30 days	1.0%/mon.

CLIENT: CITY OF HALLOWELL**CONSULTANT CONTRACT PROVISIONS**

1. **CONTRACT:** These Contract Provisions and the accompanying Proposal constitute the full and complete Agreement between the parties and may be changed, amended, added to, superseded, or waived only if both parties specifically agree in writing to such amendment of the Agreement. In the event of any inconsistency between these Contract Provisions and any proposal, contract, purchase order, requisition, notice to proceed or like document, these Contract Provisions shall govern.
2. **RIGHT OF ENTRY:** When entry to property is required for the CONSULTANT to perform its services, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS:** All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by CONSULTANT are instruments of CONSULTANT's service that shall remain CONSULTANT'S property. The Client agrees not to use CONSULTANT-generated documents for marketing purposes, for projects other than the project for which the documents were prepared by CONSULTANT, or for future modifications to this project, without CONSULTANT's express written permission.

Any reuse or distribution to third parties without such express written permission or project-specific adaptation by CONSULTANT will be at the Client's sole risk and without liability to CONSULTANT or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless CONSULTANT 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 or distribution.
4. **DISPOSAL OF SAMPLES:** CONSULTANT will discard samples upon completion of the work covered under this agreement, unless the Client instructs otherwise in writing.
5. **HAZARDOUS MATERIALS:** The scope of CONSULTANT's services for this Agreement does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State and local laws or regulations.
6. **CONSTRUCTION PHASE SERVICES:** If CONSULTANT performs any services during the construction phase of the project, CONSULTANT shall not supervise, direct or have control over Contractor's work. CONSULTANT shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. CONSULTANT does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
7. **STANDARD OF CARE:** CONSULTANT and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that services provided will be rendered without any warranty, express or implied.

CONSULTANT shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
8. **OPINION OF PROBABLE COSTS:** When required as part of its work, CONSULTANT will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by CONSULTANT hereunder will be made on the basis of CONSULTANT's experience and qualifications and will represent CONSULTANT's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that CONSULTANT does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
9. **SUSPENSION OF WORK:** The Client may, at any time, by written notice, suspend further work by CONSULTANT. The Client shall remain liable for, and shall promptly pay CONSULTANT for all services rendered to the date of suspension of services, plus suspension charges, which shall include the cost

of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on Client's behalf.

Client shall pay CONSULTANT pursuant to the rates and charges set forth in the Proposal. CONSULTANT will submit monthly invoices to Client for services rendered and expenses incurred. If Client does not pay invoices within 30 days of submission of invoice, CONSULTANT may, upon written notice to the Client, suspend further work until payments are brought current. The Client agrees to indemnify and hold CONSULTANT harmless from any claim or liability resulting from such suspension.

10. **CHANGES OR DELAYS:** Unless the accompanying Proposal provides otherwise, the proposed fee constitutes CONSULTANT'S estimate to perform the services required to complete the project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information or if CONSULTANT's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of CONSULTANT. Temporary work stoppage caused by any of the above may result in additional cost beyond that outlined in the accompanying Proposal.

11. **LIABILITY:** To the fullest extent permitted by law, in the aggregate, of CONSULTANT and CONSULTANT's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT's services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by CONSULTANT under this Agreement.
12. **INDEMNIFICATION:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Firm, his or her officers, directors, employees, agents and subconsultants from and against all damages, liability and cost, including reasonable

attorney's fees and defense costs, arising out of any or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Firm.

13. **CONFLICTS OF INTEREST:** This assignment may involve parties with adverse interests to clients with whom CONSULTANT has current or past relationships. It is CONSULTANT policy to make reasonable attempts to identify such relationships prior to acceptance of a professional assignment, but CONSULTANT cannot assure that conflicts or perceived conflicts will not arise, and CONSULTANT does not accept responsibility for such occurrences.
14. **BILLING AND PAYMENT:** Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the legal rate) on the then unpaid balance. In the event any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.
15. **REIMBURSABLE EXPENSES:** CONSULTANT will bill direct nonpayroll expenses at cost plus 10%. Direct expenses include all reasonable expenses resulting from required responses to subpoenas or court orders related to work under the Contract.
16. **MISCELLANEOUS**

Governing Law: The laws of the state in which the CONSULTANT office executing this Agreement is located shall govern the validity and interpretation of this Agreement.

Invalid Terms: In the event of any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Mediation: The Client and CONSULTANT agree to submit all claims and disputes arising out of this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

CONSULTANT Reliance: CONSULTANT shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT's having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or CONSULTANT. CONSULTANT's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against CONSULTANT because of this Agreement or CONSULTANT's performance of services hereunder.

Consequential Damages: Neither the Client nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.



January 2, 2020

Chris Buck
Public Works Department
City of Hallowell
1 Winthrop Street
Hallowell, ME 04347

Re: Potential HPW Building

Dear Mr. Buck:

Kleinfelder understands the City's need for an observation condition assessment of the building located at 114 Central Street for re-use as a potential public works garage. Our team has many years' experience in all manner of structural and condition assessment inspection. We are providing a team of two (2) FHWA certified structural inspectors; one of which is also a licensed PE. Enclosed you will find resumes of our Team's experience and qualifications.

Scope of Work: We are pleased to provide the following services:

- A general site visit with our inspection team and our own inspection equipment
- Use of a man-lift for access (to be provided by Hallowell Public Works).
- Review and visual assessment of the condition of all structural components to include: Roof trusses, main carrying beams, columns and connections.
- Drilling of the floor slab to determine thickness (Added Value).
- Identify any potential issues with the existing structure.
- Submittal of a written report summarizing the findings with applicable photographs.
- The final report will be provided electronically.

Schedule: Kleinfelder is available to begin work immediately following notification to proceed. The plan is to have this project completed in two (2) days with the following schedule:

- 1 day on-site.
- 1 day preparing and generating the report.

The total fee, including time and materials, of this service is \$2,000.00

Thank you for the opportunity to submit this proposal. We look forward to engaging in this work effort. Please let me know if you need anything further from me at this time or have any questions.

Respectfully yours,

S/

Matthew Steele
Area Manager