

**Lebanon, Maine**  
**SELECT BOARD MEETING**  
**Town Office Conference Room**  
**Minutes –Meeting**  
December 28, 2023

*HP* Paul Philbrick – Chairman  
Shelli Boucher – Selectwoman  
*mw* Michael Walsworth - Vice Chair  
*RP* Richard Harlow III – Selectman  
*KE* Kevin Edwards – Selectman (arrived 5:31)

Andrew Hyland – Port City

*For complete meeting minutes please view the meeting in full at <https://www.youtube.com/c/TownofLebanon>*

5:00 Pledge of Allegiance

Roll Call – Selectman Edwards is on his way – the rest of the Board is present.

Andrew Hyland of Port City is here to discuss the contract for the Feasibility Study for a New Fire Station/Rescue Station Discussion covered change in location, why things were voted down and what is holding this project up. Selectman Harlow discussed the history of the Fire/Rescue Department and the town politics behind it. There are residents that would like to repair the current fire buildings. Mr. Hyland stated that this would not be a smart fiscal option. There is not enough room on the sites and the cost to repair would be excessive. Selectman Harlow advised that this became an urgent issue when the septic backed up and all the other issues came to light. Mr. Hyland would like copies of the engineer reports that have been done.

5:31 Selectman Edwards arrived.

There was discussion of possible site on Carl Broggi, it used to be an auction business. This could be used with the existing buildings as a temporary solution until the new fire station is complete on that same land. Mr. Hyland stated that he would need to look at the property and have traffic engineers there as well. There is some issue with the State about accessing 202 and they have plans to move the current road access.

The Board reviewed the contract and Mr. Hyland answered questions. The total amount is \$65,500 for the study.

Vice Chair Walsworth made a motion to authorize the Select Board Vice Chair to sign the Fire/EMS feasibility study RFP from Port City/Allied Cook dated August 25, 2023 for the amount of \$65,500.00 from the Town's ARPA funds as approved by voters in Nov. 2023. Chair Philbrick seconded. Vote taken; vote carried.

Selectman Harlow motioned to enter into Executive Session for Confidential Records pursuant to 1 M.R.S.A. § 405 (6)(F). Selectwoman Boucher seconded. Vote taken; vote carried.

Exited executive session.

The Town Clerk informed the Select Board of the need for purchasing a computer for elections and the operations it performs during the event.

6:38 Selectman Edwards discussed the internet bill at the rental. Selectman Edwards discussed winterization quotes for the fire station doors. It doesn't look as though the driveway will be patched. Selectman Harlow addressed the lights being left on and to be sure they are shut off. There needs to be a new thermostat installed to help control the electric bills.

Vice Chair Walsworth asked the Chief for grant updates. Chief states that they will not be open until after Jan. 1<sup>st</sup>, 2024. Chief will contact the grant writer - will need a contract.

Chief Stefano thanked everyone that helped with the temporary garage. Thank you to Chris Gilpatrick and others.

Vice Chair Walsworth thanked the Fire Dept. for going around town and knocking on doors checking on people without power.

Selectman Harlow discussed the emergency shelter that was open 3:30 - 7:30 and then closed because no one was there. Selectman Harlow discussed issues around having a shelter and what could be done. Are there places we could use, food to be provided and how to get the word out. Vice Chair Walsworth stated that the EMA Director is in charge of this when activated by York County and answer to York County not the Board. Selectman Harlow stated that Deb Wilson as a volunteer with the Red Cross used to handle this but Chief Flynn as EMA director handled this through the station. Chief Stefano will be in contact with the York County and the MSAD 60.

7:32 Selectman Edwards motioned to enter into Executive Session for Personnel Matters pursuant to 1 M.R.S.A. § 405(6)(A). Vice Chair Walsworth seconded. Vote taken; vote carried.

**7:46 Chair Philbrick motioned to exit executive session. Seconded by Vice Chair Walsworth. Motion passed 5-0-0.**

AGENDA ITEMS - None

PUBLIC PARTICIPATION - None

## INDIVIDUAL SELECTMEN ISSUES

1. Selectman Harlow: Informed the Select Board members about the quote for a security system for the Town Office received from American Security Alarm. Additional quotes for the same system are being requested from other providers.
2. Vice Chair Walsworth: Updated the Select Board members about the application for the Stream Grant and the training being offered to complete the grant. The grant focuses on environmental issues concerning the waterway as well as the bridge/culvert itself. The Conservation Commission has been requested to look at the grant to see if they would be interested in taking the training and potentially applying for the grant. Vice Chair Walsworth requested guidance from the Select Board members on where to place the Conservation Commission budget item requests. It was recommended to add the requests to the Codes budget. Vice Chair Walsworth informed the Select Board members that he was working with the Treasurer to obtain a quote for Bond insurance from EPIC. Vice Chair Walsworth shared with the Select Board members what he had learned in regards to determining the COLA for payroll purposes. Using the method described in the Union contract and the Personnel Policy the COLA for this year is 3.75% based on the CPI-W Northeast Wage Earners & Clerical 12-month average.
3. Chair Philbrick: Addressed the request made last week to review the current credit card policy for any updates that are needed. No changes were suggested at this time, will revisit this request at the next regular Select Board meeting. Discussion was held among the Select Board in regards to the request received from the York County Sheriff for an SRO in the local school. The Select Board will contact the local School Board for additional information. Chair Philbrick addressed the written request received by the Code Enforcement Officer the previous week in regards to fees to be charged for code services. Selectman Harlow suggested having the Select Board set and adjust the fees as needed with a public hearing versus setting the fees by an ordinance. He suggested possible methods to allow this to occur. Discussion included the addition of a mechanical fee that was included in the Code's request. Chair Philbrick addressed the Treasurer's request for guidance on the handling of the marijuana funds currently in deposit at Kennebunk Savings in a noninterest bearing account. The Androscoggin Bank has offered an interest-bearing account for the funds. The Select Board recommended that the Treasurer transfer the funds to the Androscoggin Bank.

8:28 PM UNFINISHED BUSINESS: – No action taken on the listing

## REVIEW OF MINUTES:

**Vice Chair Walsworth motioned to accept the Select Board meeting minutes for December 21, 2023 as presented. Motion seconded by Selectman Edwards. Motion passed with 4-Yes, 0-No, 1-Abstain (Selectwoman Boucher was not present at the meeting).**

## PAPERWORK:

Revisited the purchase order request authorized on December 21, 2023 to purchase a tow chain. The purchase price had increased by the time the order was placed. Vice Chair Walsworth addressed the Transfer Attendant's request for the additional tow chains made the previous week. Discussion was held among the Select Board members. The December 21, 2023 purchase order

request was voided and a new purchase order was created to purchase two chains at the current price of \$115.55 each. The purchase order was signed by Chair Philbrick, Vice Chair Walsworth, Selectman Edwards, and Selectwoman Boucher.

Select Board members signed the Accounts Payable Policy.  
Select Board members approved a Time Off Request.

8:41 Vice Chair Walsworth addressed the Select Board members in regards to the upcoming budgeting process. He addressed the request for a payroll system, additional dispatching fees, highway equipment requests, a skid steer for the transfer station, and payrates for town employees. The Select Board will address some of these issues at the workshop meeting scheduled for January 3<sup>rd</sup>, 2024.

**9:09 Selectman Harlow motioned to adjourn the meeting. Seconded by Vice Chair Walsworth. Motion passed 5-0-0.**

# PROPOSAL

For Architectural and Engineering,  
Fire/EMS Feasibility Study Services

August 25, 2023

**ALLIEDCOOK**  
CONSTRUCTION



**Town of Lebanon**  
**Fire/EMS feasibility study RFP**  
**15 Upper Guinea Road**  
**Lebanon, ME 04027**

RE: Feasibility Study for a new Fire/Rescue Station

Dear Members of the Selection Committee

Thank you for the opportunity to provide professional architecture and engineering services to provide a feasibility study for the Fire/EMS department in Lebanon. Our proposal is for our team to review your current operations, staffing, apparatus, and the existing stations, and recommend a new relocated facility that will provide the best quality Fire/EMS services to Lebanon now and well into the future. This proposal will summarize the scope of our services and the corresponding fees. Once completed, the Town can use these study materials to take to the voters for a bond approval for construction of the new facility.

## SCOPE OF WORK AND ASSOCIATED FEES

We have provided the specific scope of work below to correspond with the services needed by the town. The scope with associated fees have been arranged in rough chronological order.

### Anticipated Key Staff:

AH	Andrew Hyland	Port City	\$160/hr
JP	Jason Pica	Port City	\$140/hr
AE	Engineers	Allied Engineering MEP&S	\$150/hr
MC	Matt Cook	Allied/Cook Construction	\$160/hr
PCA	Staff support	Port City	\$ 95/hr
TS	Tom Saucier	Site Design Associates	\$150/hr



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- 1) We will analyze current Department emergency operations and current service delivery practices and provide a corresponding space program document necessary to efficiently provide those services. The program will cover the total fire/EMS space needs for the town.**

We will discuss specific delivery practices, service objectives, and other pertinent information with the department and provide additional benchmarking information about those practices and any proposed improvements. Our team is well versed on current fire and EMS industry design trends including new ideas on decontamination spaces and other spaces. We will provide a matrix with all necessary spaces and their square footage. We will tally the individual room square footages into an overall project required square footage including circulation and grossing.

Staff Members: AH, JP

Fee: \$5,240

- 2) Provide a general facility assessment for the existing facility including physical condition, code compliance, workplace safety, potential hazards, and functionality pertaining to modern firefighting and EMS practices.**

Our next task is to generally familiarize our team with the existing building and site. We will visit the facility to assess its current condition and any deficiencies. The overall purpose of the assessment is to document the existing facility inadequacies, unsafe working conditions, space and site size deficiencies, code violations, and worn-out building systems. From this investigation, we will determine if there is any way to salvage one or more of the existing buildings for use as the fire/EMS facility.

Staff Members: AH, JP, MC, AE

Fee: \$6,860

- 3) Evaluate the suitability of the proposed site at Merchant Row for use as a new Fire/EMS station. Evaluate size, zoning, topography, soils, response location, traffic, utilities, and other suitability factors. If unsuitable, we will analyze the town's alternate location for suitability.**

Staff Members: AH, JP, MC, TS

Proposed fee: 10,080



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- 4) Based on the recommendations of Item 3, we will provide a conceptual site and building design for a new facility concept on the most suitable location. Deliverables will include a conceptual site plan, a conceptual floor plan indicating all basic program areas, and a general construction systems and materials narrative.**

We will provide a conceptual floor plan and conceptual site plan for a new facility concept. The drawings will include all necessary spaces needed for modern fire and EMS operations. The site plan will include site circulation, utility connections, and other necessary features for an operational facility. The likely scenario is a new fire/EMS building on the Merchant Row site.

Staff Members: AH, JP, AE, MC, TS

Fee: \$17,350

- 5) Provide a cost estimate for the proposed facility construction. Include estimated costs for site acquisition if applicable. Provide a complete project cost estimate including all soft cost.**

We will provide a general estimate of construction cost for both facilities.

Staff Members: JP, MC

Fee: \$7,680

- 6) Attend meetings with the stakeholders for input and direction throughout the study period**

We will prepare for and attend meetings (2-3 anticipated) with the committee and fire/EMS staff to ascertain the department needs, review concepts, and present findings

Staff Members: AH, JP, MC

Fee: \$4,720



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**7) Provide general administrative oversight and coordination of the project**

We will provide general administrative oversight and coordination of the project.

Staff Members: AH, JP, PCA

Fee: \$4,425

**8) Provide a written narrative report documenting the information gathered above.**

We will document the staffing, apparatus, and facility location recommendations along with the space programming matrixes, a schematic rendered site plan, a schematic floor plan, photos, and a narrative. We will document the rationale for the required spaces with a narrative. The study will also provide a cost estimate. It will include all direct and indirect costs as well as other owner costs (such as FF&E) required for a turn-key project.

Staff Members: AH, JP, PCA

Fee: \$6,025

<b>Subtotal:</b>	<b>\$62,380</b>
<b>Direct Reimbursable costs:</b>	<b><u>\$3,120</u></b>
<b>Total Fee Proposed for Project:</b>	<b>\$65,500</b>





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## **Schedule**

We will be able to start the study within 20 days of acceptance. We will work to complete the study in 160 days assuming timely responses from the Town.

## **Feasibility and Cost Study:**

We propose to provide the work as described above including travel time for a **lump sum cost of \$65,500 including direct reimbursable costs.**

When the project receives funding approval, Port City and Allied/Cook will provide Phase 2 services including permitting, design development, construction documents, specifications, Construction of the facility, and construction administration based on the terms and percentage-based fees as shown in the attached State of Maine recommended schedule of fees "B" scale 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
- 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,  
(Name and Title)  
Lebanon, Maine

12 128/2023



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## STANDARD HOURLY RATES 2023

### Professional Fees

Principal	\$160.00/hour
Associate	\$140.00/hour
Staff Architect	\$130.00/hour
Senior Architectural Designer	\$120.00/hour
Interior Designer	\$120.00/hour
Architectural Designer	\$100.00/hour
Technical Assistant/CADD	\$ 95.00/hour
Administrative Services	\$ 75.00/hour
Consulting Engineer	\$150.00/hour

### REIMBURSABLE EXPENSE SCHEDULE

Reimbursables shall be charged at 5% of the total Design Fee or as direct expenses below

Laboratory Testing	Cost Plus 10%
Printing	
Clean Prints (blueprints)	\$ 0.50/sf
Copies-8 1/2"x11"	\$ 0.10 each
11"x17"	\$ 0.25 each
Sepias, Mylar	\$ 2.75/sf
Sepias, Paper	\$ 1.50/sf
Bindings	\$ 2.00/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>	



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## **Port City Architecture 2023 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 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 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 accompanying 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 often are 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 will result in additional cost (reflecting a change in scope) beyond that outlined in the accompanying 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 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.



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**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 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 any related Agreement from any cause, including the ARCHITECT's professional negligence, strict liability, breach of contract or breach of warranty, shall not exceed triple the contract payment hereunder. OWNER hereby releases the ARCHITECT from any liability above such amount and such amount shall be the sole and exclusive remedy to OWNER.

**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, subject to the limitation of liability contained in Section 6, indemnify the OWNER for any loss or damage solely 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 the performance of the Architect's services under this Agreement including, but not limited to, the ARCHITECT's professional negligence.

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 excess costs over said \$20,000; 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. Accordingly, ARCHITECT shall have no liability for any such excess costs which are less than \$20,000 of the actual project construction cost.



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**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 or 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.

**14. GOVERNING LAW**

This Agreement is to be governed by and construed in accordance with the law of the principal place of business of ARCHITECT.

**-END OF ITEMS**



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### 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.