
Placework

3.6.24

Timothy Pellerin
Town Manager, Town of South Berwick
180 Main Street
South Berwick, ME 03908

RE: REQUEST FOR PROPOSAL

Dear Tim:

I would like to sincerely thank you and the Town Council for your continued interest in Placework, and for the opportunity to provide you with the enclosed revised proposal for your Town Hall renovation study. We enjoyed meeting with you during our interview, and came away with a deeper understanding of your goals for the upcoming project. At your request, we've reviewed our proposal and have made several revisions to support these goals:

First, we heard the need for a greater level of community engagement, to build consensus and keep the public informed. We strongly agree, and have added virtual updates during regularly scheduled Town Council meetings and a Community Workshop to present initial findings, validate ideas, and generate community feedback. We recently conducted a similar workshop in Hampton, NH for the design of a new Collaborative Community Center.

Second, we acknowledge the critical role that early stage budget planning will play in arriving at a project budget that meets the Town's expectation. We have increased the involvement of our professional cost estimator, Marc Jobin, to include attendance at the walk-through, and additional early engagement including the development of a preliminary 'target' budget to guide design efforts.

While these changes have increased our overall fee, we believe they are essential to providing an inclusive, informed process described by your review Committee.

Lastly, I will reiterate my confidence in our team's ability to deliver a process and design worthy of the Town of South Berwick residents, administrators, and staff. We look forward to being part of this important project!

Sincerely,



Alyssa Manypenny Murphy, AIA, LEED AP
Principal

Client Initial:

Approach

An Active, Engaged, and Connected Community

South Berwick is a vibrant seacoast community with enormous future potential. By assessing the current conditions and holistically identifying needs and opportunities within your Town Hall, you are taking a proactive step toward planning for a future in which Town Hall meets the needs of both municipal employees and town residents. The recommendations generated by this project will shape the ways town leadership and residents interact with Town Hall for years to come.

How might objectives for your Town Hall be achieved while simultaneously improving energy and space efficiency? How might our process re-engage residents in positive, optimistic planning for the future, reflecting the unique needs of an evolving town? Our team will ask these questions and demonstrate how an informed, transparent, and collaborative process can support broadly beneficial outcomes. Our commitment to balancing the immediate needs of the Town with long-range planning goals will underpin our communications and recommendations at all stages of the project.

Defining Community Needs

All communities have differing priorities; for South Berwick, the ways Town Hall can best serve the needs of the community touch on issues of public presence and accessibility, land use, and ecological resilience. But before we are able to map a path forward, our team will develop a deeper understanding of the existing facilities through a detailed walk-through and interviewing key staff. During this phase of discovery, our team will draw on broad experience conducting municipal planning and facility condition assessments.

After the initial assessment, our team will work with the Town to develop planning recommendations meeting both current needs and long term goals. Our focus will be on identifying creative opportunities for leveraging your current facility to meet future needs. Evaluating strategies for improving civic presence, accessibility, and energy performance will be key drivers in our planning process. For example, the front doors to the Town Hall are currently inaccessible to the general public; simply restoring the use of these doors will foster enhanced connectivity between the building, landscape, Main Street, and your community in general. We propose to interface with the team currently conducting your Downtown Revitalization project, as an important step in defining a cohesive approach to public posture of the South Berwick Town Hall.

During a recent facility master plan for Newmarket, NH, Placework recommended a programmatic reorganization of the historic Town Hall to create a ground floor "service point". Along with an addition to support overall organization and wayfinding, this reorganization will allow the building (a historic school) be repositioned as a town resource well into the future.

Communication

Placework is committed to a collaborative approach that begins with a strong foundation of trust and candor with our clients. Integrated design, a commitment to communication, and an iterative process are the foundation of successful projects. We engage by questioning and listening first, sharing our knowledge and inspirations, and then collaboratively moving toward a solution.

Client Initial:

Scope of Work

The following is an outline of our anticipated Scope of Work and deliverables. We are confident that our team has the capacity to complete these tasks in the time frame outlined in the schedule on the following page.

PROJECT STARTUP

During this phase we will assemble and review available building documentation, prior reports & studies, and other relevant information provided by the Town. We will create base architectural plans based on available information provided by the Town. We will gather our team for a Kick-off meeting with Town Representatives, to define expectations for the project, including:

- Confirm Steering Committee and overall schedule for conceptual designs and reports.
- Establish means and methods of project communications and set key dates for feedback.
- Gather key information or determine what additional documentation of existing building and site is required.
- Define preliminary project vision, goals, and performance criteria.
- Define target project budget

A key element of our project startup process will be a discussion of sustainability and climate impact. Setting goals early for embodied and operational carbon impact are all important elements to identify upfront and revisit throughout the planning process. By actively engaging a broad range of South Berwick staff, we will ensure that the ultimate plan support's the Town's long term goals for resilience and climate impact mitigation.

Meetings & Deliverables:

- * Project Kickoff Meeting with Minutes, Updated Project Schedule, Summary of Preliminary Project Goals, Target Budget

Client Initial:

FACILITY + PROGRAM ASSESSMENT

EXISTING CONDITIONS ASSESSMENT & CODE ANALYSIS

- Review existing building documentation and develop base documentation in digital format.
- ½-day site visit with project design team, cost estimator, and Town staff to review and document existing conditions; meet to establish desired Basis of Design for building systems.
- Assessment of existing site, to include: site and building accessibility, building physical condition, building systems condition, efficiency & energy use, and site accessibility & circulation.
- Develop baseline conceptual energy model for the existing building to evaluate proposed improvements.
- Preliminary building code analysis to identify any major deficiencies.
- Prioritized list of preliminary recommendations

Meetings & Deliverables:

- * Site Visit, Existing Conditions Assessment, and Preliminary Baseline Energy Model Results

SPACE NEEDS ASSESSMENT

As noted in the RFP, the space program developed during your prior 2023 study will serve as the assumed program. Our team will meet with you to confirm or make minor adjustments to the assumed program, however detailed staff programming interviews are not included.

Beyond basic space needs, we will review 'big-picture' program goals during the early phases of the project. Developing a thorough understanding of intangibles related to civic presence, operations, and long-range planning will underpin our conceptual design work in the following phase.

COMMUNITY COMMUNICATIONS AND INPUT

Public engagement is not one-size-fits-all, and should be tailored to the unique identity of the communities we engage for their input and feedback. Our team brings a wealth of experience in a variety public engagement styles; for this project, our proposed public engagement approach is two-fold:

- Brief virtual updates at regularly scheduled Town Council Meetings (assumed biweekly) for the duration of the project.
- We will conduct an in-person Community Workshop near the beginning of the concept design phase to share findings, validate initial concepts and ideas, and gather public feedback. We will develop interactive graphic content to be used for gathering comments/feedback during the meeting.

Meetings & Deliverables:

- * Biweekly Virtual Project Updates, (1) In-person Community Workshop with Meeting Notes

Client Initial:

CONCEPT DESIGN + FINAL REPORT

SPACE PLANNING AND CONCEPT DESIGN OPTIONS

Using our assessment findings and public feedback as a guide, we will develop space planning and design options for the proposed project. This includes:

- Develop Block Plans of future program layout within the existing building.
- Present (2) conceptual design options for Town review.
- Conceptual energy modeling to evaluate performance characteristics of options (up to 3 scenarios).
- Develop narrative addressing building systems upgrades, with options as required.
- Budget Refinement As Design Progresses.

Meetings & Deliverables:

- * (2) Design Review Meetings, Conceptual Design Options, Refined Design, Meeting minutes.

FINAL CONCEPT RECOMMENDATIONS

Finally, we will refine the preferred conceptual design option into a final proposed concept, summarized in a final report.

- Final Concept Design: plans & elevations as required to depict proposed scope.
- Narratives: building systems and structural design, building code and accessibility upgrades.
- Coordinate Project Budget.
- Collate project information into final report.

Meetings & Deliverables:

- * (1) Final Presentation to Town Council, Final Report w/ Project Budget

Client Initial:



Project Schedule

SOUTH BERWICK TOWN HALL FACILITY STUDY + NEEDS ASSESSMENT

2024																																		
March				April				May				June				July				Aug														
4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23	30	6	13	20	27
Client Meetings	1			2							3		4		5		6			7														
PART 1: STARTUP & VISION																																		
Project Kickoff																																		
Review Existing Documentation				A																														
PART 2: ASSESSMENT																																		
Existing Conditions Evaluation																																		
Assessment & Recommendations																																		
Town Review & Comment																																		
PART 3: CONCEPT DESIGN																																		
Conceptual Design Options																																		
Finalize Conceptual Design																																		
Cost Estimating																																		
Final Report																																		
Town Review & Comment																																		

Meetings:

1. Project Kickoff & Visioning Meeting
2. Site Assessment Visit
3. Assessment & Recommendations Review
4. Community Workshop
5. Design Options Review
6. Design Finalization
7. Draft Final Report Review

Deliverables:

- A. Base Documentation, Preliminary Project Goals
- B. Prelim. Assessment & Recommendations Summary
- C. Draft Report
- D. Final Report

Placework

Fee Schedule

The following Fee Schedule assumes a 5-month project schedule as outlined on the previous pages. Please note that Placework and our team are open to discussion and revision of the proposed schedule, scope of work and fees to best meet the needs of the Town.

ARCHITECTURAL

PART 1 - PROJECT STARTUP	\$ 8,500
PART 2 - FACILITY & PROGRAM ASSESSMENT	\$ 13,000
PART 3 - CONCEPT DESIGN & FINAL REPORT	\$ 36,000
COMMUNITY COMMUNICATIONS & INPUT	INCL. ABOVE
CONSULTANT COORDINATION	\$ 2,200
	\$59,700

STRUCTURAL **\$6,300**

MEP/FP **\$7,500**

COST ESTIMATING **\$8,200**

TOTAL PROJECT FEE: **\$81,700**

OPTIONAL COSTS

3D RENDERINGS \$3,500 Per Image

REIMBURSABLE EXPENSES

Reimbursable expenses shall be invoiced in addition to the fees above and include, but not be limited to: consultants' fees and expenses, printing, reproductions, bulk copying, postage, shipping, delivery, travel expenses, and/or other project related out-of-pocket expenses. Items shall be reimbursed to the Architect at cost plus ten percent (10%).

ADDITIONAL SERVICES

Should additional services become necessary during the course of the project, these can be provided by executing an amendment to our original contract or on an hourly basis. Hourly rates are updated annually at the beginning of the year to reflect market conditions, employee benefits and salary compensation. Additional services will be invoiced at the then current hourly rates.

2024 HOURLY RATES

Refer to the following pages for a summary of our current team rates.

Client Initial:

ASSUMPTIONS AND EXCLUSIONS

The scope of work in this proposal indicates our understanding of the project and services as defined in the Request for Proposal. Our scope includes the following assumptions:

- Based on our understanding and discussion during the walkthrough, this proposal assumes a portion (approximately 1/3) of the existing building will remain unoccupied as 'shell space' or future use. The proposed scope may include building wide improvements in this area (i.e. window replacement).
- Placework will perform its services consistent with the professional skill and care ordinarily provided by architects for the orderly progress of the project.
- The Client has provided full information about the objectives, schedule, constraints, and existing conditions of the budget, and has established a budget that includes reasonable contingencies and meets the project requirements.
- The Client will provide surveys, property boundaries, topography, utilities, and/or wetlands information, as necessary. This includes existing conditions plans, documentation or other related material developed from prior studies. Existing conditions survey specifically for the production of "measured" or "as-built" drawings is excluded.
- Energy modeling is provided for the purposes of evaluating decisions related to window & envelope upgrades at a conceptual level only. Detailed energy modeling is not included; if required, our MEP engineer can provide this service for an additional fee of \$10,000.
- The Client will provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the project.
- Placework is not responsible for the discovery, identification, handling, removal, disposal or liability for exposure to hazardous material and environmental contamination at the project site. All required testing and removal of hazardous materials are to be contracted directly by the Client.
- Physical models, three-dimensional, or photo-realistic digital renderings are not included unless specifically mentioned in the proposal deliverables.
- Land Use Board drawings, submission packages, and/or presentations are not included in the fee above but may be contracted as Additional Services and billed at the approved hourly rates.

Client Initial:

VALIDITY

This Proposal shall remain in effect for thirty (30) days from the Proposal Date. If not executed within this period of time, this Proposal may require review and revision.

If you find the proposed scope of services and fees acceptable, please sign this proposal and return one copy to us. Please do not hesitate to contact me if you have any questions or would like to discuss any aspect of this proposal further. Thank you again for this opportunity - we look forward to working together again!

Sincerely,

Accepted by:



Alyssa Manypenny Murphy, AIA, LEED AP
Principal

Tim Pellerin, Town Manager
Town of South Berwick, ME

alyssa@placework.studio

Enclosure: Terms & Conditions
 Hourly Rates
 Example Project Budget Breakdown

Client Initial:

STANDARD TERMS AND CONDITIONS FOR ARCHITECTURAL SERVICES

1. ENTIRE AGREEMENT

This Agreement is the offer of Manypenny Murphy Architecture, PLLC (DBA Placework, herein referred to as "the Architect"), to perform the consulting services described in the attached Proposal. Acceptance by the Client is strictly limited to the attached Proposal and these Terms and Conditions for Architectural Services, which when acknowledged in writing, is authorization to proceed. The Client is defined as the person or business entity signing the Agreement authorizing the Architect to proceed. This Agreement supersedes all prior written proposals and/or negotiations not referenced herein between the parties and is expressly conditioned upon the Client's agreement of the Terms and Conditions hereof. This Agreement may only be modified in writing executed by both parties.

2. SERVICES TO BE PERFORMED

The services to be performed are described in the preceding Proposal. Unless otherwise specified in the Proposal or the Terms and Conditions, the Architect shall furnish all technical and professional services, including labor, materials, supplies, equipment, transportation and supervision to perform all tasks listed in the Proposal. The Architect may use the services of subconsultants when, in the Architect's sole opinion, it is appropriate and customary to do so.

3. COMPENSATION

Fee. The attached Proposal describes the tasks, phases and compensation terms.

Terms of Payment. Invoices shall be submitted upon completion of a phase or monthly based on percentage complete at that time for services and reimbursable expenses. Unless other mutually satisfactory arrangements have been made between the Architect and Client, payments are due upon the Client's receipt of invoice. Amounts that are unpaid thirty (30) days after the invoice date are considered past due.

Payments Withheld. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages or other sums withheld from payments to the contractor(s), or on account of the costs of changes in the contractor's services other than those which the Architect is adjudged to be liable.

Suspension. If any payment is more than ninety (90) days past due, the Architect may, after giving seven (7) days written notice to the Client, suspend services under this Agreement until the Architect is paid in full all amounts due for services, expenses, and other charges. Additionally, in the event of suspension, the Client shall waive all rights, claims, etc. which it might otherwise have against the Architect as a direct or indirect result of such suspension.

In the event any portion of the account remains unpaid after one hundred and eighty (180) days after billing, the Client shall pay the Architect's collection costs, including reasonable attorney's fees. If the Client fails to make payment to the Architect in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by the Architect.

4. ADDITIONAL SERVICES

All Additional Services shall be approved by the Client and the Architect in writing prior to proceeding.

Fees for Additional Services. The Architect may provide Additional Services beyond those listed in the Proposal by a negotiated sum or on an hourly basis. The Architect's 2024 hourly rates are as follows:

Principal	\$205 per hour
Architect/Project Manager	\$185 per hour
Project Designer	\$115 per hour

Hourly rates are updated annually at the beginning of the year to reflect market conditions, employee benefits and salary compensation. Additional services will be invoiced at the then current hourly rates.

Reimbursable Expenses. Reimbursable expenses shall include, but not be limited to, consultants' fees and expenses, printing, reproductions, bulk copying, postage, shipping, delivery, long distance travel expenses, lodging, meals and/or other project related out-of-pocket expenses. Items shall be reimbursed to the Architect at cost plus ten percent (10%).

5. INFORMATION PROVIDED BY OTHERS

The Client shall furnish, at their own expense, all information, requirements reports, data, survey and instruction required by this agreement. The Architect may use all such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

6. OWNERSHIP OF DOCUMENTS

All documents prepared or furnished by the Architect pursuant to this Agreement are instruments of the Architect's professional service, and the Architect shall retain an ownership and property interest therein. The Architect grants the Client a license to use instruments of the Architect's professional service for the purpose of constructing, occupying and maintaining this specific Project. Reuse and/or modification of any such documents, without the Architect's written permission, shall be at the Client's sole risk, and the Client agrees to indemnify and hold the Architect harmless from all claims, damages and expenses, including attorney's fees, arising out of such reuse and/or modification by the Client or by others acting through the Client.

Notice of Copyright. All ideas, designs, arrangements and/or plans indicated or represented by the Architect's drawings will be created, evolved and developed for use on this specific Project. None such ideas, designs, arrangements and/or plans shall be used by or disclosed to any purpose whatsoever without the written permission of the Architect.

7. INSURANCE, IMDEMNITY AND LIMITATIONS

Insurance. The Architect shall maintain Workman's Compensation, General Liability, and Professional Liability Insurance throughout the period of this Agreement. Certificates of insurance are available on request.

The expense of any additional insurance coverage or increased policy limits of liability beyond, including professional liability insurance, requested by the Client in excess of the standard coverage of The Architect and its consultants shall be borne by the Client. The Client shall require the contractor to name the Architect as an Additional Insured on the contractor insurance policy.

Indemnification. The Architect and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost (including reasonable attorneys' fees and defense costs) to the extent caused by their own negligent acts, error or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

Limitation of Liability. For any damage on account of negligence, errors, omissions, breach of contract, or breach of warranty, the Architect's liability shall be limited to the Architect's fee received under this Agreement.

Waiver of Consequential Damage. The Architect and the Client waive consequential damage for claims, disputes and other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination.

Hazardous Substances. The Architect shall not be responsible for the identification, presence, removal, testing and/or certification of removal, or exposure of person to any hazardous substance including, but not be limited to, PCB, petroleum, mold infestation, hazardous waste, asbestos, lead, and any other similar substances. The Architect and the Client acknowledge that Architectural Services does not include any items related to a Hazardous Environmental Condition.

Unforeseen, Latent or Hidden Conditions. Unforeseen, latent or hidden conditions may not be readily ascertainable regardless of the extent of the investigation. Such conditions may impact the design and necessitate extensive revisions to the design. When architectural services are required to address these conditions, those services shall be deemed Additional Services.

Unauthorized Changes In the event that the Client consents to, allows, authorizes or approves of changes to any plans, specifications, or other documents, and the Architect does not approve these changes in writing, the Client recognizes that such changes and results thereof are not the responsibility of the Architect. Therefore, the Client agrees to release the Architect from any liability arising from the construction, use or result of such changes.

8. ADDITIONAL PROVISIONS

Termination. Either party may elect to terminate this Agreement with not less than ten (10) calendar days written notice should either party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

The Client shall hold the Architect harmless for delays, clarifications, or non-conformance with the Contract Documents if the Architect has been terminated prior to the Construction Administration portion or phase of the work.

In the event of termination, the Client shall pay the Architect for all services rendered to the date of termination, all reimbursable expenses, and reasonable termination expenses.

Governing Law. The parties agree that this agreement shall be governed by the laws of the State of New Hampshire.

Dispute Resolution. It is mutually agreed that the terms of this Agreement shall be binding upon both parties and their successors, executors, administrators and assigns. Any dispute or claim arising in connection with this Agreement shall be submitted to Mediation for resolution in accordance with the Construction Industry Mediation Rules for the American Arbitration Association currently in effect. If not resolved, then the dispute or claim shall be subject to Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The Mediation and Arbitration shall take place in Rockingham County, NH, the expense of which shall be borne equally by the parties.

Publicity. The Architect and its consultants shall have the right to photograph the Project and to use the photographs in the promotion of its professional service through publication, advertising, public relations, brochures, websites, or other marketing media.

Client Initial:

Rate Table

Our 2024 hourly rates are as follows:

PLACEWORK

Principal	\$205
Architect	\$185
Architectural Design Staff	\$115

THORNTON TOMASETTI

Senior Principal / Principal	\$380 / \$350
Vice President	\$325
Senior Associate / Associate	\$270 / \$255
Senior Project Engineer / Project Engineer	\$240 / \$230
Senior Engineer / Engineer	\$215 / \$190
Senior BIM Modeler / BIM Modeler	\$205 / \$185
Administrative Support Staff	\$130

CES ENGINEERING

Principal In Charge	\$300
Associate/Team Leader	\$275
Project Manager	\$250
Senior Engineer / Engineer	\$225 / \$200
Senior Engineering Designer / Engineering Designer	\$175 / 155
Technician	\$135
Clerical	\$105

JOBIN CONSTRUCTION CONSULTANTS

Principal	\$125
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