

Town of Candia, New Hampshire  
Police Station Conceptual Design Fee Proposal  
June 3, 2022



**Client Information**

Town of Candia NH  
74 High Street  
Candia, NH 03034  
Attn: Brien Brock, Board of Selectmen, Chair  
603.759.7331  
Email: [bbrock@candianh.org](mailto:bbrock@candianh.org)

**Project Location**

Raymond Road, Rt 27

**Architectural Design Services**

**Project Understanding**

We understand the Town of Candia wishes to continue their efforts to construct a new police station on the soon to be purchased parcel of land located on Raymond Road, Rt. 27. The goal of this next phase is to advance the previous master planning / police station schematic renderings to include a training room/emergency operations center.

Efforts will be to finalize the police station floor plan, update the 3D renderings, and answer some of the questions that the committee's had. SMP has engaged two new team members to assist:

- WV Engineering, for Mechanical, Electrical, fire protection
- Resilient Buildings Group, an energy consultant

SMP with these two new team members will facilitate an "Energy Charrette"; review various heating/cooling systems, perform a preliminary energy model and review results with the committee. Possible energy savings shall be discussed along with potential utility incentives.

SMP will continue working with your construction manager (CM) to generate an updated project budget for the police station. We will also assist in providing a conceptual total project budget for the entire safety facility, prior to December 2022.

As before, we will continue assisting with your public engagement process to generate project awareness and support. Throughout this phase we will offer renderings that communicate the facilities size and design intent for Eckman to add to the project website.

We understand this project will be subject to voter approval in March and have structured our work to meet the requirements for any potential warrant article in 2023.

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**Scope of Services**

Per our discussion we anticipate providing the following services under this phase two agreement.

**Schematic Design Phase for “Future” Fire Department:**

- 1. Continue meeting with the committee;
- 2. Richard Parks of WV Engineering will provide Mechanical, Electrical, Plumbing/Fire Protection (MEP/FP) guidance on various systems that will need to be considered in the Phase 1 police station design/construction for connection to the future fire station.

**Design Development Phase for Police Station:**

- 1. Further develop a police station design.
- 2. Update the police station CAD drawings including more detailed space planning, ceiling plans, sections and design details;
- 3. WV Engineering will meet with the committee to discuss various mechanical systems pros/cons and cost.
- 4. Resilient Buildings Group to assist with energy efficiency goals and will provide energy modeling on the systems selected.
- 5. SMP will refine the building program;
- 6. Conduct a building code review;
- 7. Assist the Owners CM to develop a construction budget for the project;
- 8. Produce a total project budget including the construction budget, equipment, furniture and associated soft costs;
- 9. SMP will assist in developing a final budget and warrant article for 2023 town meeting
- 10. Support the town in the public engagement with project information and graphics;
- 11. Attend up to **(5) Review meetings** during the course of this work;
- 12. Attend one **(1) public session**

**Compensation for base services:** **\$ 64,500**

The fee above is a fixed amount for the respective scope of work. Reimbursable expenses shall be invoiced above this amount per the attached terms and conditions.

**Add Alternates:**

- |   |                        |
|---|------------------------|
| 1- Additional public presentation   | \$1,500 per occurrence |
| 2- Additional – To conduct a preliminary solar feasibility analysis along with projected yearly production. Compare to projected energy use for Net-Zero Energy analysis. Incorporate into Energy Model report. | \$ 600                 |

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**Work not included in this proposal:**

Given the limited nature and structure of this agreement services can be added or removed as requested, however for clarity, we specifically exclude the following:

- 1. Septic Design, Geo-Tech Consultants, Wetlands and/or Environmental Assessments;
- 2. Surveying, Civil Engineering;
- 3. Construction Documents; drawings, specifications, project manual
- 4. Hazardous Material Assessments;
- 5. Archeological Study and NHSPH Historic 106 Review;

**Signature**

This signed agreement with the attached terms and conditions will constitute the complete agreement and will act as notice to proceed.

If the Scope of Services, Schedule, and Fee meet with your approval, please sign below and return one copy to:

SMP Architecture  
30 S Main Street, Building Two  
Concord NH 03301

Thank-you again for consideration on this project, we look forward to working with you.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jason LaCombe', written over a horizontal line.

Jason LaCombe ▪ AIA  
Principal ▪ SMP Architecture

\_\_\_\_\_  
Approved for Town of Candia NH

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name



**Sheerr McCrystal Palson  
Architecture, Inc.**

**Standard Terms & Conditions  
of Agreement**

**1. Definitions**

Sheerr McCrystal Palson Architecture, Inc., is hereinafter referred to as the "Architect." Architect's client is hereinafter referred to as the "Owner." Architect and Owner, when not individually named, are hereinafter individually referred to as "Party" or collectively as the "Parties."

**2. Validity & Effect**

Architect's proposal is valid for 30 days unless otherwise stated in proposal document. Should Owner ask Architect to begin work before executing the *letter proposal*, Owner agrees that this proposal, including these terms and conditions, shall be the contract in effect between the Parties.

**3. Professional Services**

a. Hourly Projects. Billings are based on hours worked, including travel time. Through December 31, 2022, Architect's hourly rates are:

Principal/Senior Architect .....	\$150.
Staff Architect .....	125.
Project Manager.....	100.
Drafting/ Project Assistant .....	80.
Clerical & Administrative.....	60.

b. Overtime. Overtime services shall be provided on Owner's authorization at 1.5 times regular hourly rates.

c. Subconsultants. Services of Architect's subconsultant(s), if any, shall be billed at their hourly rates plus 10 percent.

d. Budgetary Estimates. Any requested budgetary estimates are provided solely to assist Owner in Project planning and do not constitute a not-to-exceed threshold.

**4. Owner's Responsibilities**

Owner agrees to:

a. provide complete physical information about the site and/or buildings and such legal, accounting, and insurance counseling services as may be required;

b. furnish, with reasonable promptness, such additional instructions as may, from time to time, be necessary for the proper performance of Architect's services. Any such instructions shall be consistent with this Agreement, any amendments or modifications thereof, and reasonably inferable therefrom;

c. credit Architect in all publicity or promotional materials involving the Project design.

**5. Invoicing & Payment**

Owner shall be invoiced monthly for services performed during the previous month. Payment is due on receipt. Interest shall be payable after 30 days at the maximum rate allowed by law. Owner's failure to make payments to Architect in accordance with this Agreement shall be considered substantial nonperformance subject to Article 17 herein.

**6. Reimbursable Expenses**

Architect shall invoice Reimbursable Expenses to Owner at Architect's standard rates in effect during each calendar year. Such expenses include, but are not limited to, prints, long distance communications, travel, delivery, photography, outside consultants, renderings, models, and any additional insurance that Owner requires.

**7. Change of Scope**

Architect's fee shall be subject to equitable adjustment by negotiation, mediation, or arbitration if the agreed scope is changed or Architect's services are not completed within 12 months.

**8. Additional Services**

These are services beyond those agreed to, including (but not limited to) Architect's revisions due to Owner's changes in the Project scope, quality, or budget; post bid/pricing value engineering redesign. In-house Additional Services shall be billed at the hourly rates set forth in Article 3 herein. Services of Architect's subconsultant(s), if any, shall be billed at their hourly rates plus 10 percent.

**9. Restart**

If the project is stopped for a period greater than 30 days, a restart fee of 10% will be required to compensate the Firm for the necessary premium time and remobilization.

**10. Design/Build**

Owner may solicit Design/Build proposals based on Architect's documents with the express understanding that Owner shall be solely responsible for Owner's engineers' computations, certifications, code compliance, and the coordination of this work. It is mutually agreed and understood that Architect's review of any Design/Build work is performed solely to ensure compatibility with Architect's design intent.

**11. Dispute Resolution**

a. No dispute shall relieve either Party of its duty to perform under this Agreement.

b. The Parties agree to enter first into good-faith negotiation at a mutually agreed location, and subsequently into mediation should negotiation prove inconclusive, to resolve any dispute or claim within a reasonable time.

c. Any dispute or claim between the Parties which cannot be resolved by negotiation or

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mediation shall be resolved by arbitration in Concord, New Hampshire, before a single arbitrator of the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The expenses of the arbitration shall be borne by one or more of the parties to the arbitration as determined by the arbitrator; provided, however, that each party to the arbitration shall pay and bear the cost of its own experts, evidence, and legal counsel.

**12. Governing Law**

This Agreement shall be governed by and interpreted under the laws of the State of New Hampshire. If any part of this Agreement should be determined to be unlawful, the remainder of the Agreement shall remain in effect.

**13. Change Orders**

Architect shall review change orders for Owner's approval. Owner understands that projects constructed by the "Fast Track" method, where Architect's design and coordination services may necessarily be performed out of conventional sequence, may experience an extraordinary number of change orders. Absent clear evidence of Architect's negligence, it is mutually agreed that change orders occasioned by "Fast Track" work exigencies shall not be deemed a subject of dispute or claim, or a breach of this Agreement.

**14. Shop Drawings**

Architect's review of shop drawings is for general conformance to the design intent and shall not relieve Owner's contractor from any agreed obligations.

**15. Limitation of Liability**

To the fullest extent permitted by law, Architect's liability to Owner for all damages arising out of Architect's services due to any cause, including Architect's negligence or breach, shall not exceed \$25,000 or the amount of compensation paid to Architect, whichever is more.

**16. Use of Architect's Drawings**

The Parties mutually recognize and agree that Architect's drawings and specifications, in whatever form they may be generated, are Instruments of Service solely with respect to this Project. As author, Architect retains copyright, common law, and statutory rights over all its drawings and specifications, in whatever form they may be generated. Owner may retain copies for reference, but Owner may not use these on other projects or to complete this Project without Architect's continued services absent an agreement or



judgment reached pursuant to Article 10 herein.

#### **17. Termination or Suspension**

a. If Owner fails to make payments to Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination, or at Architect's option, cause for suspension of performance of services under this Agreement. If Architect elects to suspend services, prior to suspension of services, Architect shall give seven days' written notice to Owner. In the event of a suspension of services, Architect shall have no liability to Owner for delay or damage caused Owner because of such suspension of services. Before resuming services, Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of Architect's services. Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

b. If the Project is suspended by Owner for more than 30 consecutive days, Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, Architect shall be compensated for expenses incurred in the interruption and resumption of Architect's services. Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

c. If the Project is suspended or Architect's services are suspended for more than 90 consecutive days, Architect may terminate this Agreement by giving not less than seven days' written notice.

d. This Agreement may be terminated by either Party upon not less than seven days' written notice should the other Party fail substantially to perform in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

e. This Agreement may be terminated by Owner upon not less than seven days' written notice to Architect for Owner's convenience and without cause.

f. In the event of termination not the fault of Architect, Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in subparagraph g. hereof.

g. Termination Expenses are in addition to compensation for the services of the Agreement and include expenses directly attributable to termination for which Architect is not otherwise compensated, plus an amount for Architect's anticipated profit on the value of the services not performed by Architect.

#### **18. Force Majeure**

A failure or delay in performance by either Party to this Agreement shall not be a breach of this Agreement, nor constitute an event of substantial nonperformance under Article 16 herein, provided such failure or delay arises out of or results from fire, flood, earthquake or other natural disasters, or acts of a public enemy, war, rebellion, sabotage, transportation embargoes, failures or delays in transportation, epidemic, quarantine restrictions, acts of God, acts, rules, regulations, orders or directives of any governmental authority or the order of any court of competent jurisdiction. This article shall not excuse any event of substantial nonperformance under Article 16 herein.

#### **19. Asbestos & Hazardous Materials**

It is mutually agreed and understood that Architect shall not perform any services whatsoever related to the identification, abatement, or remediation of asbestos or other hazardous materials, including pollutants, nor shall Architect assume any liability for damages or costs related to such materials.

#### **20. Insurance**

Architect is protected by Workman's Compensation, Professional Liability and Standard Public Liability Insurance. Architect shall furnish copies of insurance certificates at Owner's request.

#### **21. Successors & Assigns**

The Parties agree, respectively, to bind themselves, their partners and their successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of the other Party with respect to all covenants of this Agreement. Neither Party shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to an institutional lender providing financing for the Project. In such event, the lender shall assume the Owner's rights and obligations under this Agreement. The Architect shall execute all consents reasonably required to facilitate such assignment.

#### **22. Standard of Care**

In performing services required by this Agreement, Architect shall use that degree of care and skill ordinarily exercised under similar circumstances by competent members of Architect's design professions practicing in this locality. Notwithstanding Architect's compliance with this standard of care, Owner can normally anticipate that some changes and adjustments in the Project shall be required in order to correct errors and omissions in Architect's documents, which are discovered either during or after construction. Owner agrees to establish, with Architect's assistance, a contingency fund to cover the reasonably anticipated cost of such changes and

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adjustments. It is mutually agreed that any charges against such contingency shall not be indicative of negligence on Architect's part, nor occasion a dispute or claim in accordance with Article 10 herein.

#### **23. Indemnification**

Architect hereby indemnifies and holds harmless the Owner, its officers, directors and employees (collectively, the Owner) against damages, liabilities or costs, including reasonable attorneys' fees and defense costs, solely caused by any negligent performance of professional services under this Agreement by the Architect, including any Subconsultants thereof. Neither Owner nor Architect shall be obligated to indemnify the other Party in any manner whatsoever for the other Party's own negligence. Architect shall not be liable for indirect, special, or consequential damages.

#### **24. Clause Headings**

The headings and subheadings of clauses contained herein are used for convenience and ease of reference and do not limit the scope or intent of the clause.

#### **25. Entire Agreement**

This proposal, incorporating these Standard Terms and Conditions, is the entire Agreement of the Parties. It supersedes any previous representations or commitments, oral or written, concerning the subject of this Agreement. No course of dealing or usage of the trade shall be applicable unless expressly incorporated in this Agreement. Any modification of this Agreement must be in writing and signed by an authorized representative of both parties hereto. All work performed by Architect, actions taken, and payments made, if any, under any other prior written or oral agreements, with respect to this Agreement shall be deemed to have been work performed, actions taken, or payments made under this Agreement.