

Dave Owen

From: Robert Houseman [wolftwnplnr@metrocast.net]
Sent: Thursday, July 12, 2012 8:37 AM
To: Dave Owen
Subject: FW: Fire Alarm of Town Hall
Attachments: 07112012 Prop Ltr.pdf

Dave: See attached. Can I proceed?

Rob

From: Nick Cricenti [<mailto:ncricenti@sfceng.com>]
Sent: Thursday, July 12, 2012 6:45 AM
To: 'wolftwnplnr@metrocast.net'
Subject: Fire Alarm of Town Hall

Rob,

Here is the proposal for the fire alarm for the Town Hall. When we write the spec we will include language about the future work as well as future sprinkler protection. As to the detection in the basement, unless we are extremely lucky those detectors would have to be discarded.

Thank you for the opportunity.

Nick Cricenti, P.E.
SFC Engineering Partnership, Inc.
66 Gold Ledge Avenue
Auburn, NH 03032

603-647-8700

July 11, 2012

Robert Houseman, Director
Wolfeboro Planning and Development
PO Box 629
9 Union Street
Wolfeboro, NH 03894

RE: **New Fire Alarm**
Wolfeboro Town Hall
9 Union Street
Wolfeboro, NH

Dear Rob,

We, SFC Engineering Partnership Inc., (SFC) are pleased and excited to propose to assist you with the design, bidding and construction administration for a new fire alarm system for the Wolfeboro, NH Town Hall Building. We have been providing these kinds of services throughout New England for over two decades and look forward to working with you and the Town of Wolfeboro on this project.

To date SFC has viewed the building and review the plans that you supplied on July 10, 2012. Based upon that information SFC is proposing the following scope of work.

1. SFC will prepare a performance specification for the design and installation of a new Digital Fire Alarm System for the Wolfeboro Town Hall. The specification will provide requirements for expansion to include proposed changes for the building including the reopening of the assembly on the second level. The assembly occupancy of more than 300 will require voice evacuation as a part of the fire alarm. The specifications will cite the required codes and standards for the design.
2. SFC will provide bidding assistance and answer questions during the bidding process for the project, and a mandatory walkthrough. It is recommended that the Town use a preselected bid list for the project. You could also open the bidding up to all parties if that is your desire.
3. SFC will provide two site inspections during the installation. One of the inspections will be during the rough in phase of the construction. The second inspection will be for the final testing of the system prior to putting the system online. The second visit will be coordinated with the Wolfeboro Fire Department.

The fee for the above 3 tasks will be \$3,000.00. This fee does not include any time for meetings with you and or state and local officials. If such meetings become necessary they will be charged at the rate of the personnel attending the meeting in accordance with the enclosed Terms and Conditions. The fee also only includes time for one review of shop drawings and calculations. If subsequent reviews are required then they will be invoiced at the hourly rate of

Robert Houseman
RE: New Fire Alarm

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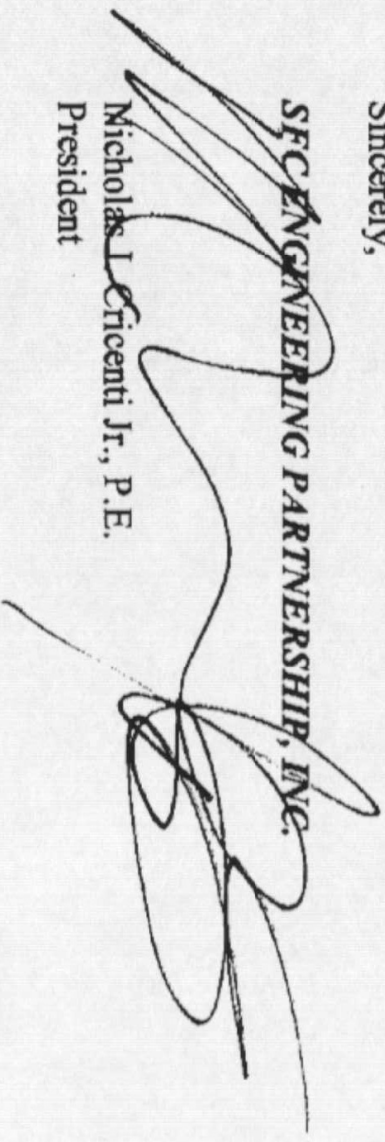
the personnel performing the work. (Note the specifications will have language requiring the contractor to be responsible for reimbursing the Town for extra plan reviews.)

If this proposal is satisfactory please let me know and I will prepare a contract for the work.

SFC looks forward to working on this project and is proud to be asked to assist in the preservation of the Town Hall Building.

Sincerely,

SFC ENGINEERING PARTNERSHIP, INC.


Nicholas J. Crincenti Jr., P.E.
President

NJC M:Fire Protection\Wolfeboro Town Hall FA\07112012 Prop Ltr.docx

Cc: file

TERMS AND CONDITIONS

SFC Engineering Partnership, Inc. (SFC) shall perform the services outlined in this agreement for the stated fee(s).

Access to Site

Unless otherwise stated, SFC will have access to the site for activities necessary for the performance of the services. SFC will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except when stated as a lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded without discussions with and written approval of the Client. Where the fee arrangement is to be on an hourly basis, the rates shall be in accordance with our latest fee schedule. **See attached fee schedule.**

Billings / Payments

Invoices will be submitted monthly, or when appropriate for services rendered to date and are due when rendered. Invoice shall be considered PAST DUE if not paid within 30-days after the invoice date and SFC may, without waiving any claim against the Client and without liability whatsoever, to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice. If the Client objects to all or any portion of an invoice, the Client shall so notify SFC within 14 calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. A monthly service charge of 1.5% of the unpaid balance (18% true annual rate) will be added to PAST DUE amounts. Payment thereafter shall first be applied to accrued service charges and then to the principal unpaid amount. Application of the percentage rate indicated above, as a consequence of the Client's late payments, does not constitute any willingness on SFC's part to finance the Client's operation, and no such willingness should be inferred. In the event any portion or all of an account remains unpaid 90-days after billing, the Client shall pay all costs of collection, including reasonable attorneys' fees.

Signs / Photographs

As part of this agreement the client grants SFC permission to install a sign at the construction site during the construction period. Further, the client agrees to allow SFC

access to the construction site for the purpose of taking photographs or other electronic imaging, and to use the photographic or electronic materials in advertising either print or electronic media.

Indemnification

The Client shall indemnify and hold harmless, SFC and all of its personnel from and against any and all claims, damages, losses and expenses, including customary attorneys' fees (usually 1/3) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused in whole or part by the negligent act, error, or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except SFC).

Less Than Customary Full Engineering Services

The Client acknowledges that it is customary for SFC, who is responsible for the preparation and furnishing of Drawings and Specifications and other related documents, to be employed to provide professional services during the bidding and construction phases of the project (I) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during the bidding and construction may dictate, (II) in connection with acceptance of substitute or or-equal items of materials and equipment proposed by bidders and contractor(s), (III) in connection with approval of shop drawings and sample submittals and (IV) as a result of and in response to SFC's detecting, in advance of performance of affected work, inconsistencies or irregularities in such documentation. The Client agrees that if SFC is not employed to provide such professional services during the bidding (if the work is put out to bid) and construction phases of the project, SFC will not be responsible for, and the Client shall indemnify and hold SFC harmless from all claims, damages, losses and expenses, including attorney fees, arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawings or sample approvals or modification of such documentation issued or carried out by the Client or others. Nothing contained in this paragraph shall be construed to release SFC from liability for failure to perform in accordance with professional standards any duty or responsibility which SFC has undertaken or assumed under this agreement.

Risk Allocations

In recognition of the relative risks, rewards and benefits of the project to both the Client and SFC, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, SFC's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement, from any cause or causes, shall not exceed the total amount of \$50,000.00 or the amount of SFC's fee (whichever is greater). If the client desires more liability coverage, this can be arranged but may result in an increase in the fee by a proportional amount resulting from the increase in expense.

Progression of Services

No engineering design work will begin until all of the survey data, testing data, or other data required, has been completed and the information received by this office. No plans will be submitted to any agency until they have been properly reviewed and signed by a Principal Engineer. Every effort will be made to meet the proposed deadlines; however, SFC shall not be held responsible for the lack of timely or proper design information being supplied by others.

If during the design process, the Client makes changes to the project SFC is to be informed of the change (s) as soon as possible. The Client understands that any change(s) may result in a delay in completion or a change in the fee(s), or both.

Termination of Services

This agreement may be terminated by the Client or SFC should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay SFC for all services, rendered to date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Services

All documents produced by SFC under this agreement shall remain the property of SFC and may not be used by the Client for any other endeavor without the written consent of SFC.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the State of New Hampshire.

Arbitration

Claims, disputes, or other matters arising out of this agreement or the breach thereof shall be subject to an decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.

Pollution Exclusion

It is understood by the Client that some services requested to be performed by SFC may involve uninsurable activities relating to the presence or potential presence of hazardous substances.

Additional Services

Additional services are those services not specifically included in the scope of services stated in the agreement. SFC will make every effort to notify the Client of any change in scope, which will be considered additional services. The Client agrees to pay SFC for any additional services on an hourly basis in accordance with our latest fee schedule.

Warranty

SFC's services will be performed in accordance with generally accepted survey and engineering practices. Approvals, recommendations, opinions and decisions made by SFC staff are based on SFC's experience, qualifications and professional judgment. This warranty is in lieu of all other warranties expressed or implied.

Construction Cost Estimates

If the Client requests SFC to prepare a construction cost estimate it is to be understood by the Client that the estimate will be prepared using published information from various sources and the estimate may not reflect actual prices incurred for the project.

Meetings

SFC will attend meetings with you or federal, state or local officials on an as needed basis. Since it is often difficult to determine the number and timeframe associated with meetings it is customary for our office to complete this work on a time and materials basis. Preparation for and attendance at meetings is not included in this fee estimate and will be billed at the hourly rate of the staff member(s) present for the meeting unless otherwise specified.

FEE SCHEDULE

Staff

Expert Testimony*	\$200.00/hr
Principal Fire Protection Engineer	\$160.00/hr
Principal Engineer	\$130.00/hr
Senior Structural Engineer	\$135.00/hr
Senior Project Engineer	\$110.00/hr
Structural Engineer	\$ 95.00/hr
Fire Protection Engineer	\$ 120.00/hr
Project Manager	\$ 95.00/hr
Survey Manager	\$ 110.00/hr
Project Engineer	\$ 85.00/hr
Code and Compliance Specialist	\$ 85.00/hr
Designer	\$ 85.00/hr
Surveyor Technician	\$ 75.00/hr
Surveyor / Crew Chief	\$ 75.00/hr
Draftsman	\$ 70.00/hr
Administrative	\$ 55.00/hr
Instrument Operator	\$ 50.00/hr

* Expert Testimony includes Preparation and actual Depositions and Court Testimony. Fees for Expert Testimony are to be prepaid. Expert Testimony is billed in 8-hour increments.

Overtime

Overtime is paid at a rate of 1.5 times the staff rate shown above.

Reimbursable Expenses at Cost:

Reimbursable expenses shall be billed to the Client at actual cost plus 15 percent, or at the cost listed within the following fee schedule:

Mileage	\$0.555 /mile
Copies	\$0.20/ea
Paper Plots	\$2.00/ea
Mailing Costs	(at cost)

Reimbursable Expenses To Which 15% Will Be Added:

This expense category is for project related services and goods that are provided by vendors to SFC. They include, but are not limited to, sub consultant fees, permit and application fees, and photos.