



March 15, 2010

Thomas Memorial Library
6 Scott Dyer Road
Cape Elizabeth, ME 04107

Attn: Mr. Jay Sherma
Library Director

PROPOSAL for Professional Design Services for the Proposed New Library

Dear Mr. Sherma:

Your invitation to submit this proposal for professional design services to develop the concepts of the new Thomas Memorial Library is truly appreciated.

This assignment is an exciting opportunity for us to continue to serve the Thomas Memorial Library by evolving the design concepts which were provided in the Himmell & Wilson study, and thereby continuing the momentum to create this important “cornerstone of community life.” Our emphasis will be the development of the architectural style of the new Library. The basic deliverables, elevation drawings, plans and renderings will be effective for ongoing discussions with the community and potential donors.

Our proposal envisions continued collaboration with our team members from the study phase, Himmell & Wilson Library Consultants and Oest Associates. Himmell & Wilson will continue to consult on library planning and design issues. Oest Associates will provide input on proposed site and building systems, as well as sustainability strategies.

We have developed a scope of services that is often valuable to libraries and municipalities during the formative planning stages of civic projects; however this can be fine tuned as appropriate to your goals and needs.

Based on the designs provided in the Himmell & Wilson Final Report dated July 2009, we propose the following:

I. SCOPE OF SERVICES

A. Basic Architectural Services

1. Contextual Study and Project Kick-Off Meeting
 - Gather site information, photographs of area buildings and other data to be developed into a contextual study of the architectural heritage of Cape Elizabeth. Included in this study would be significant historic buildings.

- Meet with key Library/Community representatives to hear and discuss key architectural design goals of the new Library. Discussion points will include Library design qualities which would appropriately complement the architectural vernacular of the community.
2. **Concept Development**
Based on the information gathered from the Project Kick-off Meeting, Casaccio Architects will develop the following:
 - Architectural design studies of the new libraries exterior elevations.
 - Floor Plans will be modified and refined to harmonize with the design development of the building elevations.
 - Develop a strategy for the major architectural building systems and potential sustainable design strategies.
 3. **Concept Development Presentation Meeting**
 - Casaccio Architects will attend a meeting with the Library/Community representatives to present the design alternatives from the Concept Design Phase.
 4. **Preparation of Final Presentation Drawings and Renderings**
Based on the comments and approved concepts received from the Concept Development Presentation Meeting, Casaccio Architects will develop the following final drawings:
 - Refined Conceptual Design Floor Plans
 - Exterior Elevations of all major building facades
 - One Computer Generated 3-Dimensional Exterior Rendering.
 - A written outline of proposed architectural building systems and potential sustainable elements.
 5. **Final Presentation Meeting**
 - Casaccio Architects will attend a meeting to present the Final Presentation Drawings and Renderings to Library/Community representatives.

B. Optional Services

We additionally propose the following Optional Services for your consideration. These services are intended to further develop and define the scope of the project as a basis for estimating the construction cost.

1. Library Consultant

Himmell and Wilson, Library Consultants will collaborate with the Design Team to refine the library program and planning considerations commensurate with the architectural design development proposed as Basic Services. Himmell & Wilson will attend one presentational meeting with Library/Community representatives in an advisory role to assist in understanding and evaluating the library operational implications of the proposed design(s). Himmell & Wilson will also advise with regard to fund raising strategies.

2. Civil Engineering Systems Narrative

Oest Engineering will prepare a written outline narrative for the site systems. This narrative will be in response to a discussion with the public works director for the Town of Cape Elizabeth and the libraries functional requirements. Additional items to be included in the outline include operational costs considerations, sustainability options and standards requirements of codes that are currently in effect. Zoning requirements will be verified.

3. Mechanical, Electrical, Plumbing and Structural Engineering Systems Narrative

Oest Engineering will collaborate with Casaccio Architects in developing integrated engineering systems for the new Library. Oest will prepare a written outline narrative of the proposed mechanical, electrical, plumbing and structural systems. This narrative will be in response to a discussion with the facility manager for the Town of Cape Elizabeth and the libraries functional requirements. Additional items to be included in the outline include operational costs considerations, sustainability options and performance requirements of codes that are currently in effect.

4. Estimating

An estimate of the construction cost based on current area, volume or similar conceptual estimating techniques will be submitted.

II. COMPENSATION

Method of Compensation:

Work will be performed according to the following fee structure, plus reimbursable expenses.

Fees:

A. Basic Architectural Design Services	\$27,000
B. Optional Services	
1. Library Consultant	\$3,000
2. Civil Engineering Narrative	\$2,600
3. Mechanical, Electrical, Plumbing and Structural Engineering Narratives	\$4,600
4. Estimating	\$2,000
Reimbursable Expenses (Estimate):	\$2,000

III. GENERAL CONDITIONS

The following terms and conditions along with the description of scope of services and compensation set forth in this letter proposal comprise the entire agreement for services between Casaccio Architects LLC and the Owner:

Incorporated Terms and Conditions of AIA Document B101: Certain of the terms and conditions of the AIA Document B101 Standard Form of Agreement Between Owner and Architect (2007 Edition) ("B101") are incorporated in and made a part of this agreement for services. Together with this Proposal, those incorporated terms and conditions of the B101 form the entire agreement between the parties, which shall hereinafter be referred to as "Agreement." The following provisions of the B101 are incorporated in and made a part of the Agreement: Article 7 (Copyrights And Licenses); Paragraph 8 (Claims and Disputes) (all references to the use of arbitration are excluded); Article 9 (Termination Or Suspension); Article 10 (Miscellaneous Provisions). This Proposal is intended to supplement the incorporated provisions of the B101. However, direct conflicts between this Proposal and the B101 shall be resolved in favor of the provision contained in the Proposal.

Standard of Care: Architect's performance under this Agreement and of the services required by this Agreement shall be judged solely by whether or not Architect exercised the degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Notwithstanding any other provision of this Agreement, Architect makes no express or implied warranties with regard to the Agreement or the services performed or required by this Agreement. Any and all expressed or implied warranties, including warranties of fitness for purpose and merchantability are specifically waived.

Invoices: Invoices shall be submitted on a monthly basis and are due within thirty (30) days. Amounts not paid within thirty (30) days of the date of the invoice shall accrue interest at the rate of one percent (3/4%) per month or part thereof.

Contract Duration: It is anticipated that the duration of these services is approximately 3 months.

At the completion of this phase of services, and when the Project is ready to proceed, it is the intent of Thomas Memorial Library to retain Casaccio Architects to provide the design services required for the development and completion of the Project according to mutually agreeable terms.

We hope you find this proposal acceptable. If so, please sign one copy and return it to us along with the retainer of \$1,500 which will be credited to final payment.

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We look forward to the privilege of continuing to serve the community of Cape Elizabeth to maximize the potential of this exciting new project. If you have any questions, please do not hesitate to contact either Kevin or myself.

Sincerely,

Lee A. Casaccio, AIA LEED
Principal

Enclosure: AIA Document B101

Accepted for Thomas Memorial Library this _____ day of _____ 2010

By _____
Signature

Print Name and Title

(\$1,500 retainer enclosed)

Scope of Work Authorized:

- A. Basic Services _____
Initials

- B. Optional Services
 - 1. Library Consultant _____
Initials

 - 2. Civil Engineering _____
Initials

 - 3. M/E/P/S Engineering _____
Initials

 - 4. Estimating _____
Initials