



May 29, 2019

Mr. Gregg Tivnan
Assistant Town Manager
Town of Nantucket
16 Broad Street
Nantucket, Massachusetts 02554

Re: Nantucket Main Fire Station Rehabilitation

Dear Gregg:

SMRT is pleased to provide this revised proposal to the Town of Nantucket for the planning and feasibility study efforts associated with the rehabilitation/adaptive reuse of the existing main fire station when the new facility becomes available in June, 2019.

It has been our pleasure to have worked with the Town and the Schools on previous projects, and we look forward to working with everyone on this project as well.

Understanding of the Project

With the completion of the new Main Station, the Nantucket Fire Department will abandon the existing station, constructed in 1979. The Town has made a commitment to the Affordable Housing Trust for this property, but the anticipated implementation of this use is approximately 10 years in the future. In the meantime, the Town wishes to explore adaptive reuse to support the Town's Public Health and Natural Resources Departments. In addition, the modular classroom trailer (approximately 24' x 50'), currently in use by the Land Bank, is scheduled to become available early Fall 2019, and is to be positioned on this property. The Town owns the entire site, including both the main station and office areas, driveway aprons / apparatus bays, and a separate freestanding structure. A sanitary sewer force main runs through the property, with limited cover in areas closest to Sparks Avenue.

The Town has completed Basic Facility Requirement forms for both departments that will serve as an initial basis of programming. Initial department staff counts are estimated at 22-24 employees. The Town has completed a building code study / assessment in 2017-2018 that will be provided to SMRT.

Some of the considerations for the adaptive re-use of the facility include:

1. Minimize the extent of building rehabilitation work. While up to three options will be developed, the intent is to have one option reflect no structural improvements / wall demolition and relocation.
2. The existing garage bays are desired to continue to support the Department boats / trailers / vehicles and other equipment. A portion of the three bays may be used for records / general storage.
3. Accessible meeting spaces for community organizations is desired in the modular trailer, as well as department meetings during the typical workday. The community meetings are most likely during evening hours and will require additional parking. The modular trailer will require installation of accessible ramps. Proximity of the trailer to the permanent structure is to be considered.

4. The facility improvements are to be completed to allow occupancy by Fall 2019. Depending on the scope of the improvements, the intent is to construct the improvements with Town forces as much as possible.
5. The existing fuel tank is to remain in full operation and access.
6. Mechanical system evaluation and upgrades are not to be considered as part of this work.

The purpose of this feasibility study is to comparatively assess adaptive re-use options, determining extent of any improvements and net occupancy of the facility. The study will include floor plan layout options for the department staff, and also include the preparation of a site development plan to address modular location and parking / site improvements. Formal design and engineering of any improvements / modifications are not included in this scope of work proposal.

Scope of Services

1. **Base Information:**

SMRT will prepare base plans of the facility based on previous architectural plans and field investigations. Field investigations will be based on the facility assessment provided by the Town and SMRT field observations. Formal as-built field measurements of existing conditions is not included in this scope of work. SMRT will make space planning recommendations based on the previously completed (by others) code compliance study. SMRT will prepare a summary report of findings and review with the Town.

2. **Programming:**

SMRT will review existing BFR documents and confirm programming requirements with Town and department staff. This programming effort will also explore any potential growth/changes to space requirements in the future. At the completion of the programming SMRT will prepare a summary report of all identified requirements.

3. **Conceptual Design:**

SMRT will prepare three concept floor plans based on the identified development requirements. Plans will be reviewed with the Town and revised as necessary. Plans will range from minimal (limited demolition / wall removal and finishes work only) to more intensive renovations to meet the program requirements.

SMRT will prepare a site development plan, indication location of the modular trailer and proposed parking and circulation improvements. Schematic location of utilities will be included in this plan.

At the completion of the study, the findings will be summarized on report format. SMRT will meet with the Town to formally present the findings of the study.

Exclusions

The following tasks are excluded from this proposed scope of service:

- Building and Site Survey information, including detailed field measurements, building systems conditions, forensic investigations, and structural analysis.

- Testing, identification, and abatement of hazardous materials.
- Geotechnical investigations and recommendations.
- FFE design, including furniture layout.
- Technology and Security assessment and design.
- Formal design and engineering of any considered improvements.
- A total of two formal meetings / presentations on island are included in this proposal. Additional meetings and presentations to local agencies and Boards beyond what is noted in this proposal will be considered an additional service.

Fee Proposal

SMRT proposes to provide the identified services for designated improvements per the following fee schedule:

Base Information	\$ 3,400
Programming	\$ 2,200
Conceptual Design	\$ 14,600
<u>Presentations</u>	<u>\$ 3,000</u>
Total Design Services	\$ 23,200

Noted fees include all standard reimbursable expenses, including mileage, printing, travel, and overnight mailings.

Additional Services

Work not described in the Scope of Services will be provided by SMRT at the request of the Town of Nantucket as an additional service. Additional services shall either be on an hourly time and materials basis at SMRT hourly billing rates established at the time of the request, or for a fixed fee fairly negotiated.

If you are in agreement with the Scope of Work included please provide SMRT with Authorization to Proceed by signing and returning one copy of the attached authorization statement.

Gregg, please let me know if there is additional information we can provide or if you have any questions. We very much look forward to assisting the Town with the continued development of your facilities.

Sincerely,
SMRT Architects and Engineers



Richard F. Webb, ASLA
Senior Principal
200 Brickstone Square, Suite 303, Andover, MA 01810
c: 860.930.9495
email: rwebb@smrtinc.com

AUTHORIZATION STATEMENT

For Scope of Professional Services

SMRT Architects and Engineers

p 877.700.7678
w www.smrtinc.com

Ordered By: Mr. Gregg Tivnan
Assistant Town Manager
Town of Nantucket
16 Broad Street
Nantucket, Massachusetts 02554

Description of Work: The planning and feasibility study efforts associated with the rehabilitation / adaptive reuse of the existing main fire station (as described in the attached proposal letter dated May 29, 2019).

Fee Basis: SMRT proposes to provide these services for a fixed fee of **\$23,200**, inclusive of customary reimbursable expenses (see attached SMRT Schedule of Professional Hourly Billing Rates).

Terms: Terms and Conditions shall be as described in the attached SMRT Standard Terms and Conditions.

Approved and Accepted By: **Town of Nantucket**

Signature

Date

SMRT



May 29, 2019

Signature

Date

SCHEDULE OF HOURLY BILLING RATES

SMRT Architects and Engineers

p 877.700.7678

w www.smrtinc.com

Effective January 1, 2019 through December 31, 2019

Senior Principal	\$260 - \$300
Principal	\$220 - \$250
Senior Advisor	\$250 - \$300
Senior Professional	\$185 - \$215
Professional	\$135 - \$180
Intern/Designer	\$95 - \$130
Support	\$95 - \$130
Reproductions	Cost plus 10%
Travel	IRS Standard Mileage Reimbursement Rate
Other Reimbursables	Cost plus 10%
Consultants	Cost plus 15%

SMRT reserves the right to adjust its billing rates annually.

SMRT Standard Terms and Conditions

ARTICLE 1

SMRT RESPONSIBILITIES

- 1.1 SMRT shall perform its services consistent with the professional skill and care ordinarily provided by such design professionals practicing in the same or similar locality under the same or similar circumstances. SMRT makes no warranty, express or implied, as to its professional services rendered under this Agreement. Accordingly, the Client should prepare and plan for clarifications and modifications to the construction documents, which may impact both the cost and schedule of the Project.
- 1.2 SMRT's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. SMRT's services consist of those services performed by SMRT, SMRT's employees and SMRT's consultants as may be enumerated in the attached scope of work description.
- 1.3 Upon request of the Client, SMRT shall submit for the Client's approval a schedule for the performance of SMRT's services which may be adjusted as the Project proceeds, and shall include allowances for periods of time required for the Client's review and for approval of submissions by authorities having jurisdiction over the Project.

ARTICLE 2

ADDITIONAL SERVICES

- 2.1 Services additional to attached scope of work descriptions shall be provided if authorized or confirmed in writing by the Client and shall be paid for by the Client as mutually agreed with SMRT.
- 2.2 Client-directed revisions to the Project that necessitate redesign, after the construction document phase has commenced, shall be considered additional services.

ARTICLE 3

CLIENT'S RESPONSIBILITIES

- 3.1 The Client shall provide information which shall set forth the Client's objectives, schedule, constraints, budget with reasonable contingencies, and criteria.
- 3.2 The Client shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, a written legal description of the site and the services of geotechnical engineers or other consultants when such services are requested by SMRT.
- 3.3 SMRT will rely on the Client supplied information in carrying out its services.
- 3.4 The Client shall designate a representative authorized to act on the Client's behalf with respect to the Project. The Client or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by SMRT in order to avoid unreasonable delay in the orderly and sequential progress of SMRT's services.
- 3.5 The Client hereby grants permission, or if the Client is not the record Client of the property, has obtained permission for SMRT to enter upon subject premises to take necessary measurements or perform necessary tests.

ARTICLE 4

USE OF SMRT'S DOCUMENTS

- 4.1 Documents prepared by SMRT, including all electronically created documents, are Instruments of Service for use solely with respect to this Project. SMRT shall retain all common law, statutory and other reserved rights, including the copyright. The Client shall not reuse or permit the reuse of SMRT's documents except by mutual agreement in writing.
- 4.2 SMRT's materials shall not include the Client's confidential or proprietary information if the Client has previously advised SMRT in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit to SMRT in the Client's promotional materials for the Project.

ARTICLE 5

MEDIATION

- 5.1 In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Client and SMRT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to mediation as a condition precedent to litigation and within 90 days of discovery unless the parties mutually agree otherwise.
- 5.2 The Client and SMRT further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

- 5.3 All claims, counter claims, disputes and other matters in question between the parties hereto arising out of or relating to this agreement, or the breach thereof, if not settled by mediation, shall be resolved by litigation, unless otherwise agreed by the parties at that time.
- 5.4 Mediation shall be held in the place where the Project is located and all costs of the mediation shall be shared equally by both parties.

ARTICLE 6

TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 In the event of termination, suspension or abandonment of the Project, SMRT shall be equitably compensated for services performed. Failure of the Client to make payments to SMRT in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for SMRT to withhold design documents, suspend or terminate services. Either SMRT or the Client may terminate this agreement after giving no less than seven (7) days written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 7

MISCELLANEOUS PROVISIONS

- 7.1 This Agreement shall be governed by the laws of the state where the project is located unless otherwise mutually agreed upon.
- 7.2 The Client and SMRT, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
- 7.3 SMRT and SMRT's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.
- 7.4 In no event shall the total aggregate liability arising from professional acts, errors and omissions exceed the total fee for services rendered on the project.
- 7.5 The Client and SMRT waive consequential damages for claims, disputes or other matters in question arising out of or related to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.
- 7.6 To the extent damages are covered by property insurance, the Client and SMRT waive all rights against each other and against the contractors, agents, employees of the other for damage. The Client and SMRT shall require contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.
- 7.7 If a required item or component of the Project is omitted from the construction documents, SMRT shall not be responsible for paying the cost required to add such an item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will SMRT be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

ARTICLE 8

PAYMENTS TO SMRT

- 8.1 An initial payment may be required and described in an attachment to this Agreement. This initial payment shall be credited toward SMRT's final invoice.
- 8.2 Payments on account of SMRT's services, reimbursable expenses and additional services when authorized shall be made monthly upon presentation of SMRT's statement of services rendered or expenses incurred.
- 8.3 Payments are due and payable upon receipt of SMRT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of eighteen percent (18%) per annum.

ARTICLE 9

OTHER CONDITIONS AND SERVICES

- 9.1 Purchase Orders, when duly executed by the Client's authorized personnel, shall constitute for SMRT an acceptable notice to proceed with services. Terms and Conditions defined herein shall supersede those defined in any Purchase Order identified with SMRT services. The Purchase Order Number shall be used by SMRT as the Client's project identification number.
- 9.2 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations.