

Colby Company, LLC
47A York Street
Portland, ME 04101
(207) 553-7753 Office

Structural Engineering
Mechanical Engineering
Electrical Engineering
Civil Engineering

2013.169

June 21, 2013

Mr. Paul Roy
Lebel's Sheet metal

Subject: One City Center Kitchen Hoods

Dear Paul:

Thank you for the opportunity to provide a proposal for consulting engineering services for the relocation and installation of three kitchen exhaust hoods at One City Center.

Project Understanding

It is our understanding that stamped permit drawings are required by the City of Portland to perform the HVAC kitchen renovations for Tic Taco and City Deli. During an onsite meeting with Steve Zafirson, Paul Roy and Mike Freed on June 21, 2013 it was agreed that airflow measurements and hand sketches of the proposed routing would be provided by Lebel's Sheet metal.

Project Scope of Services

The scope of work includes review of the existing fans, ducts, and hoods as well as a code review for the relocation of one seven foot kitchen hood and the installation of two new four foot kitchen hoods with reference to NFPA 96, 2006 edition. Two separate stamped mechanical sketches will be provided showing these kitchen hoods and duct routing to the existing system. Specifications will be indicated on the drawings referencing minimum quality of standards and specific codes for the work being done. It is our understanding that this scope of work does not include the re-work of the existing Type II exhaust duct currently serving the adjacent Dunkin Donuts. This scope also excludes fire protection and electrical requirements.

Deliverables

Colby Co. will provide the following deliverables based on the scope of services outlined above:

1. Five (5) stamped hard copies of each of the two mechanical drawings
2. Electronic files of the two mechanical sketches

Schedule

Colby Co. will focus on the sketch required for the Tic Taco renovations immediately and follow up with the City Deli drawings.

Fee

Task	Sr. Eng	Jr. Eng	CADD
Mechanical			
Code review	4		
Airflow calculations	4		
Existing & new equipment review	4		
Drafting			
Re-draw existing duct layout			6
Draft new duct and connection points			2
Hourly Totals	12	0	8
Rates	\$105	\$95	\$65
Discipline Totals	\$1,260	\$0	\$520
Travel/Lodging/Meals:			
Printing: \$45			
Project Total: \$1,825			

We propose to supply this work on a time and materials, not to exceed, contract basis. We will only charge for the hours that are required to complete the scope of services and we will not exceed the proposal amounts provided above.

Sincerely,
Colby Company, LLC



Ethan Flinkstrom

Cc: Emily Pinyard, Colby Co.
Sarah Emily Colby, Colby Co.
Calen Colby, Colby Co.

Client Approval (see Contract Terms and Conditions, next page)

Signature: Paul Roy Date: 7/2/13

Printed Name: PAUL ROY Title: OWNER

Contract Terms and Conditions

Please note the following items are applicable to Colby Co.'s contracts with clients and vendors.

Our receipt of a signed copy of this proposal shall serve as our mutual understanding of the terms of this contract and our notice to proceed. Payment terms are based on the orderly and continuous progression of the work. Invoices will be submitted on a monthly basis for services performed during the period. Unpaid balances beyond 30 days will be assessed interest at a rate of 1.5 percent. Legal fees associated with collection of unpaid bills will be the responsibility of the client.

Limitation of Liability

To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$_____ or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

The Client and the Consultant 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 their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

Construction Management

If the Owner chooses to retain a Construction Manager ("CM") for the Project, the Owner shall provide to the Consultant, in writing, a list of duties, responsibilities and authority ("DR&A list") the CM has been assigned by the Owner. The Consultant shall be entitled to rely upon the proper performance by the CM of the items on the DR&A list and shall bear no responsibility to the Owner or its representative(s) for any opinions, directions or decisions given by the Owner and CM that are in conflict with the DR&A. In the event the Owner makes any changes to the CM's DR&A list, the Owner shall notify the Consultant, in writing, in a timely manner. The Consultant shall be entitled to rely solely upon the CM's decisions and directions as to all items listed in the DR&A list. If any owner-directed changes to the CM's DR&A list result in additional time or expense in order for the Consultant to prepare, coordinate or respond to changes to the plans or specifications, the Consultant shall be entitled to an equitable adjustment in fees and schedule for the performance of these additional services.

Termination of Agreement

This agreement may be terminated by either party by thirty (30) days written notice to the other party without cause, or by mutual written agreement of the parties. If this agreement is terminated, Colby Co. shall be paid for the extent of services performed by Colby Co. to the effective date of termination. Further, if this agreement is terminated, Colby Co. shall upon such payment for services, deliver all documents, or copies thereof, covering the scope of work completed and paid for by the client, and provided the client pays for such additional services, Colby Co. shall complete certain work in progress and deliver documents or copies thereof as well. Client shall also reimburse Colby Co. for all of Colby Co.'s termination expenses, including, but not limited to, those associated with demobilization, reassignment of personnel, and space and equipment costs.