



September 13, 2010, *revised 30 November 2010*

Mr. Charles Karno
Town of Ledyard Planning/Development Director
741 Colonel Ledyard Highway
Ledyard, Connecticut 06339

Re: Proposal for Town of Ledyard Community Facilities Plan

SMMA No. 10080.00

Dear Mr. Karno:

Thank you for taking the time to meet with our team on September 7, 2010 to review the project. We have prepared this revised proposal in response to the request of the Building Committee and redefined the scope of work according to the changes we discussed. We are excited to help you in reaching your goals and getting the work started. Please review this proposal to ensure that it meets all of the committee's objectives. Our schedule is to complete the study in 12 weeks.

BACKGROUND

SMMA will perform a study to review and document the condition of 10 buildings within the Town of Ledyard; identify their current and future facility needs; and project the major investments required to meet the Town's anticipated needs in the future. The study will provide recommendations and options for short-term projections for the next ten years, and strategic recommendations beyond 10 years. It is anticipated that the study will be used for long-term fiscal forecasting.

SCOPE OF WORK

Part 1: Community Facilities Assessment Study

Conduct a facility evaluation of 10 municipally-owned buildings and sites to determine the condition of facilities, including parking lots, school grounds, and septic systems, with regard to code compliance, deferred maintenance, potential hazards, and compliance with depreciation/replacement schedules for roofs, heating systems, ADA issues, and other discovered facility issues. The study will include the high school, middle school, and four elementary schools, the town hall with annex and old fire station, police stations, and two libraries.

Tasks

- 1.1 Conduct a condition assessment and walk-through of the ten (10) municipal facilities noted herein. Compare preliminary results with the previous study done by the Town. Two days of field investigations by two people each day is assumed. (32 hours)

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- 1.2 Update floor plans for buildings based on drawings provided by the Town to indicate change in use or configuration.
- 1.3 Review and identify state building code compliance issues and outline possible solutions for report.
- 1.4 Compare existing conditions with the requirements with the Connecticut Department of Education guidelines to identify areas of non-compliance, to support grant funding for the schools.
- 1.5 Prepare a written condition analysis of each building in report format. This report shall also comment on ongoing maintenance policies and practices which might be adjusted and/or implemented to address current or future capital costs. We will include an analysis which identifies the implications of implementing LEED Silver certification.
- 1.6 Three historic buildings, the Bill Library, the Ledyard Center School and the Town Hall will be included in the condition analysis, illustrated with digital photos, defining:
 - The architectural descriptions, their style, significant architectural features, and history of use.
 - Descriptions of alterations that have been made to the buildings.
 - Descriptions of the existing conditions of the buildings.
 - Descriptions of treatment recommendations for the buildings.This analysis will be completed by Building Conservation Services as a sub consultant to SMMA.
- 1.7 Prepare condition analyses cost estimates for each of the ten (10) facilities. The cost estimate will be completed by Daedelus Associates as a sub consultant to SMMA.

Deliverables

A facility assessment report of the physical condition and cost of repairs and code compliance, and prioritization of needed repairs. The report will identify major cost items over a 10-year period. Roofs will be identified as a separate component.

Part 2: Future Capital Needs Assessment Plan

Prepare a prioritized Comprehensive Facilities Master Plan that identifies Ledyard's capital improvement needs, with a multi-year implementation plan with associated anticipated construction expenditures. The educational needs assessment and recommendations for action will be based upon the enrollment projections provided by Ledyard, Town preferences as to class size, appropriate grade level programming needs, and school-by-school facility conditions.

Tasks

- 2.1 Identify specific educational needs for each school facility in terms of physical condition, grade levels, size, and location, based on enrollment trends and projections.
- 2.2 Meet with members of the Board of Education and other selected individuals identified by the Town to review enrollments trends and projections, preferred class size, and identified facility questions.
- 2.3 Prepare a comprehensive facility utilization plan, which evaluates alternatives for meeting identified facility needs and State requirements through program changes, renovation and expansion, new

construction, and repair. Cost estimates for each alternative will include design and engineering fees, construction costs and equipment and furnishings for each facility.

2.4 Identify potential projects and program needs and solutions beyond the 10-year period covered by the Capital Plan.

2.5 Identify projects eligible for State reimbursement or other sources of funding.

Deliverables

A 10-year comprehensive Facilities Master Plan, including an executive summary, maps, and/or other supportive documentation. Meetings and hearing related to the Plan.

Part 3: Gap Analysis

Preparation of a "gap analysis" report that forecasts projected facility and space requirements within the Town of Ledyard, compared with current needs. Future space needs and potential new construction or renovation of existing facilities will be identified. The space utilization study will consider consolidation of Town offices, as well as possible expanded facilities in the gap analysis report.

Deliverables

A report documenting potential gaps in Town facilities and proposed solutions to meet facility and space requirements.

CLARIFICATIONS and ASSUMPTIONS

1. The capacity of site utilities, including water, sewer, gas, electrical, telephone / data and steam are adequate to serve the needs of the renovated areas. No investigation of utility capacity is assumed.
2. Asbestos, mold, or hazardous waste investigation and remediation is excluded from SMMA's scope of work and fee proposal.
3. Hard copies of as-built plans and CADD existing conditions drawings will be provided by the Town. No field verification of existing dimension is assumed.
4. School enrollment projections and general population trends consulting services will be provided by the Town, and are not included in our scope of services.
5. Emergency Services – no special expertise or consultant is required to determine the anticipated future needs for these functions
6. Libraries – our analysis of future trends will be based on our experience; no separate consultant is assumed.
7. Town Review periods – a two (2) week review period is assumed. SMMA will continue to work during the review period unless specifically directed to stop.

8. Review of existing conditions will be based on readily visible and available information and condition. No forensic demolition is assumed.
9. The Town will provide information as to the age of all roofs including installation date, repair information and noted problems over time
10. Interviews with stakeholders will be scheduled for telephone conference calls.
11. No MBE / WBE participation goals are to be met
12. Construction cost estimates are based on similar recent experience and may vary from actual construction bids received. All construction costs will be in 2010 ~ 2011 dollars, without escalation.
13. Buildings to be included in the study:

	<i>Building</i>	<i>Year Constructed</i>	<i>Gross Square Feet</i>
1	Gallup Hill School	1965	39,189 GSF
2	Ledyard High School	1963/2002	191,000 GSF
3	Ledyard Center School	1948-9	47,420 GSF
4	Gales Ferry School	2001	23,000 GSF
5	Juliet Long School	1965	37,600 GSF
6	Ledyard Middle School	1971	75,600 GSF
7	Town Hall complex including IVES Building and Former Fire House		12,381 GSF
8	Police Department		6,328 GSF
9	Bill Library		10,858 GSF
10	Gales Ferry Library		4,178 GSF

FEE

SMMA proposes to do this study for a lump sum fee of \$60,000 including expenses. Billing will be on a monthly basis. Our fee is divided into three parts

Part 1 Community Facilities Assessment Study	= \$36,000
Part 2 Future Capital Needs Assessment Plan	= \$15,000
Part 3 Gap Analysis	= \$9,000
Total	= \$60,000

Compensation for work outside the scope of this agreement (Additional Services) will be on an Hourly basis at 2.5 times our Direct Personnel Expense. Prior to starting any additional services work, SMMA will provide an estimated fee and receive written authorization to proceed from the Town.

Please refer to the attached Terms and Conditions which defines this agreement for basic services and additional services if requested after the study is completed.

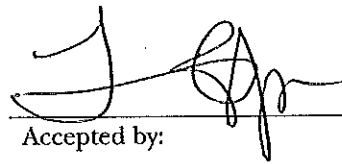
Thank you very much for this opportunity to prepare a proposal for the Town of Ledyard Community Facilities Plan. Upon your review, please contact me with any questions you may have regarding the scope, schedule or fee. Please sign and return a copy of this agreement as authorization to proceed.

Very truly yours,

SYMMES MAINI & MCKEE ASSOCIATES
Architecture & Engineering of CT, Inc.

Town of Ledyard

Mark j. Zarrillo FASLA AICP
Principal/ Project Director



Accepted by:

12/13/10
Date:

enclosures: Terms & Conditions

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Client Name: Town of Ledyard
Project/Proposal #: 10080.00
Date: November 30, 2010
Project Director: Mark Zarrillo

SMMA Standard Terms and Conditions, 2010

CONTRACT FORM: Services are provided under an accepted letter Proposal.

These Standard Terms and Conditions and the accompanying Proposal constitute the full and complete Agreement of the parties and may be amended, added to, superseded, or waived only if both parties agree in writing.

FEE:

Fixed Fee including Expenses.

Compensation for Basic Services will be computed as a Fixed Fee in the Amount of: Sixty thousand Dollars (\$60,000) which includes project expenses.

Additional Services:

Compensation for authorized Additional Services will be computed on a Time and Expenses Basis at a multiple of two and five tenths (2.5) times the Employee's Direct Personnel Expense.

REIMBURSABLE EXPENSES FOR ADDITIONAL SERVICES: The following items of direct non-salary expenses will be billed at our cost:

1. Transportation and living expenses incurred in connection with the project.
2. Automobile expenses per allowable rates per mile plus toll charges, or use of rental cars..
3. Purchase of specialized supplies in connection with the project.
4. Photographs and processing for project records.
5. Reproduction and plotting of drawings, specifications and reports.
6. Postage, overnight mail, and delivery costs.

SERVICES OF OTHERS: On occasion, we engage the specialized services of individual consultants or other companies to participate in a project. When considered necessary, these firms or other consultants will be used with your approval. The cost of such services will be billed at our cost.

BILLING & PAYMENT: Invoices will be submitted monthly for services performed during the previous month. Payment is due 60 days after receipt of the invoice.

DOCUMENTS: All reports, notes, drawings, specifications, data, calculations, and other documents prepared by SMMA ("Documents") are Work Products for Hire and shall become Client's property. Any use of the Documents outside of the intent of Ledyard Community Facilities Study will be at the Client's sole risk and without liability to SMMA or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless SMMA from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such use.

CONSTRUCTION PHASE SERVICES: When construction-phase services are included in the Agreement, SMMA will provide personnel to determine in general whether construction is proceeding in a manner consistent with the Documents. SMMA is not responsible for construction means, methods, techniques, sequencing or procedures, or for safety precautions or programs in connection with the Project.

STANDARD OF CARE: SMMA represents that it has significant experience in facilities planning, building condition, use and assessment, building code compliance, and building cost analysis. SMMA and its subconsultants will exercise that degree of care and skill ordinarily exercised by similarly situated architects and engineers practicing under similar circumstances. Client agrees that services provided will be rendered without any warranty, express or implied. SMMA shall exercise usual and customary professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

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OPINION OF PROBABLE COSTS: When required as part of our services, SMMA will furnish opinions of probable cost but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by SMMA hereunder will be made on the basis of SMMA's experience and qualifications and will represent SMMA's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that SMMA does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices for performing the work.

SUSPENSION/TERMINATION OF WORK: The Client may, upon seven (7) days written notice, suspend or terminate further work by SMMA. The Client shall remain liable for, and shall promptly pay SMMA for all services rendered to the date of suspension or termination.

SMMA may suspend or terminate this Agreement upon seven (7) days written notice if the Client fails to substantially perform in accordance with this Agreement. Failure to make payments in accordance herewith shall constitute substantial nonperformance. This Agreement shall automatically terminate if payment is not brought current within seven (7) days of notice of suspension. SMMA shall have no liability to the Client for delay or damage caused by the Client because of such suspension of services.

CONSEQUENTIAL DAMAGES: SMMA and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business opportunities, for claims, disputes or other matters in question arising out of or relating to this Agreement.

HAZARDOUS MATERIALS: If SMMA encounters, or reasonably suspects that it has encountered, hazardous materials in the project, SMMA shall cease activity on the project and promptly notify the Client. The Client shall initiate action, where appropriate, to identify and investigate the nature and extent of the hazardous materials in the project and abate and/or remove the same as may be required by federal, state or local statute, ordinances, code, rule, or regulation now existing or hereinafter enacted or amended. Unless otherwise specifically provided in writing, the services to be provided by SMMA do not include identification of hazardous materials, and SMMA has no duty to identify the same within the area of the project.

MISCELLANEOUS:

Governing Law: The substantive laws of Connecticut shall govern any disputes between SMMA and the Client arising out of the interpretation and performance of this Agreement.

Reliance: Unless otherwise specifically indicated in writing, SMMA shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client's consultants and contractors, and information from public records, without the need for independent verification.

Certifications: SMMA shall not be required to sign any documents, no matter by whom requested, that would result in SMMA's having to certify, guaranty, or warrant the existence of conditions that would require knowledge, services or responsibilities beyond the scope of this Agreement.

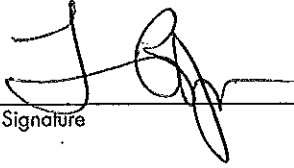
Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or SMMA. SMMA's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against SMMA because of this Agreement or SMMA's performance of services hereunder.

LIMITATION OF LIABILITY: It is agreed that SMMA's liability to you for any nature of damages arising out of or caused by any error, omission, negligence, strict liability, breach of contract or breach of any other obligation in connection with this Agreement shall be limited to the amount of A/E fees received pursuant to this Agreement, and that you will accept this limited amount as full satisfaction of all claims you may assert for damages arising from SMMA's services.

It is further agree that Client's liability to SMMA for any nature of damages arising out of or caused by any error, omission, negligence, strict liability, breach of contract or breach of any other obligation in connections with this Agreement shall be limited ot the amount of the A/E fees specified in the Agreement less any amounts remitted by Client to SMMA, and that SMMA will accept this limited amount as full satisfaction of all claims SMMA may assert for damages arising from any act or omission of Client.

If you desire to increase the limit of SMMA's liability for damages, SMMA will waive or increase this limitation of liability upon your written request within thirty (30) days, provided you agree to pay the premium for additional insurance coverage for the increased liability limits you request.

ACCEPTED BY:



Signature

12/13/10

Date