

**From:** [Shelly Lizotte](#)  
**To:** [Penny Thompson](#)  
**Cc:** [Ellen Angel](#)  
**Subject:** Invoices  
**Date:** Thursday, March 20, 2025 11:16:48 AM  
**Attachments:** [image001.png](#)

---

Hi Penny,

Our billing is based on our signed contract total fee. The fee you see in our proposal was based on a lowish percentage of a budget number for construction of a police facility based on a theoretical design. We agreed to settle for the number in the contract, \$629,000. as a best-case scenario for both of us. The proposal is simply a Budgetary estimate as it states, and we use the tasks with approximate fees calculated to give the City an idea of how we arrived at the final fee. The percentage basis option in the contract (not filled out – 11.1.2) is typically not advantageous to clients in our experience because it is rarely the case that the cost of the work goes down, especially when in cases like this where we start this project and based our fee on numbers calculated early in the project. We've done this recently with some historic projects and it has always resulted in an increase in fee to us. If it were the case that the project was cut significantly such that the total Cost of the Work was much less, all phases leading up to that time completed are not adjusted (section 11.6 ), so it really only adds to our fee.

Our billing is then based on the total fee number as broken down by the percentages also listed in the contract. We bill based on percentage of work complete. For example, the SD phase is 15% of the total \$629,000 or \$94,350.00. The added schematic design didn't get added to the total when the phases were broken out, so that becomes a billing phase of its own – as an extra service.

In our invoice, the percentage was based on an estimate of the work completed at that time. I created the invoice about a week before I sent it and since we have been expending about a week's worth of effort in a couple of days, the percentage of work done is already close to 95% of CD's. I typically don't like to invoice fully for any phase until some work product is delivered that is reviewed.

I believe our billing is correct per the contract. I will update the invoice to show all phases completed so that there is less confusion.

Regarding the reimbursables, We typically set a goal based on a number of things. Much of the cost is for travel expenses during construction.

Thanks  
Shelly

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

On an hourly basis per attached Schedule of Hourly Rates (Exhibit B)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

|                          |             |           |     |    |
|--------------------------|-------------|-----------|-----|----|
| Schematic Design Phase   | Fifteen     | percent ( | 15  | %) |
| Design Development Phase | Twenty      | percent ( | 20  | %) |
| Construction Documents   | Thirty-five | percent ( | 35  | %) |
| Phase                    |             |           |     |    |
| Procurement Phase        | Five        | percent ( | 5   | %) |
| Construction Phase       | Twenty-Five | percent ( | 25  | %) |
| <hr/>                    |             |           |     |    |
| Total Basic Compensation | One-hundred | percent ( | 100 | %) |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit B – Schedule of Hourly Rates 2023

Rayshelly Lizotte PE, LEED AP

Rayshelly Lizotte PE, LEED AP

Principal, Civil Engineer



T. 207.974.3028

C. 207.745.7449

W. [www.artifexae.com](http://www.artifexae.com)

175 Exchange Street  
Bangor, ME 04401

[This email comes from outside of your organization. Please be cautious opening or clicking on any attachments or links.]