

**SELECT BOARD MEETING**  
**Monday, August 5, 2024**  
**7:00 pm**  
**Nowak Room, Town Offices**  
**10 Front Street, Exeter, NH 03833**  
**REGULAR BUSINESS MEETING BEGINS AT 7:00 PM**

Virtual Meetings can be watched on Ch 22 or Ch 98 and YouTube.

To access the meeting, click this link: <https://us02web.zoom.us/j/88430805980>

To access the meeting via telephone, call: +1 646 558 8656 and enter the Webinar ID: 884 3080 5980

Please join the meeting with your full name if you want to speak.

Use the "Raise Hand" button to alert the chair you wish to speak. On the phone, press \*9.

More instructions for how to access the meeting can be found here:

<https://www.exeternh.gov/townmanager/virtual-town-meetings>

Contact us at [extvg@exeternh.gov](mailto:extvg@exeternh.gov) or 603-418-6425 with any technical issues.

**AGENDA**

1. Call Meeting to Order
2. Public Comment
3. Proclamations/Recognitions
4. Approval of Minutes
  - a. Regular Meeting: July 22, 2024
5. Appointments/Resignations
6. Discussion/Action Items
  - a. 10 Hampton Road Construction Proposals – Dave Sharples, Greg Bisson/David Tovey
  - b. PD/FD Substation Architect Proposal – Dave Sharples
  - c. Public Safety Bond Anticipation Notice – Corey Stevens
  - d. 250<sup>th</sup> Celebration Commission Charge – Julie Gilman
7. Regular Business
  - a. Tax Abatements, Veterans Credits & Exemptions
  - b. Permits & Approvals
  - c. Town Manager's Report
  - d. Select Board Committee Reports
  - e. Correspondence
8. Review Board Calendar
9. Non-Public Session
10. Adjournment

Niko Papakonstantis, Chair  
Select Board

Posted 8/2/24 Town Office, Town Website

Persons may request an accommodation for a disabling condition in order to attend this meeting. It is asked that such requests be made with 72 hours notice.

AGENDA SUBJECT TO CHANGE

## **Approval of Minutes**

Select Board Meeting  
Monday July 22, 2024  
6:50 PM  
Nowak Room, Town Offices  
Draft Minutes

1. Call Meeting to Order

Members present: Chair Niko Papakonstantis, Vice-Chair Molly Cowan, Clerk Julie Gilman, Dan Chartrand, Nancy Belanger, and Assistant Town Manager Melissa Roy were present at this meeting. The meeting was called to order by Mr. Papakonstantis at 6:50 PM and the Board went downstairs to the Wheelwright Room for an interview.

2. Board Interviews

- a. David Kovar for the Budget Recommendations Committee

The Board reconvened in the Nowak Room at 7 PM.

3. Bid Opening - Septage Receiving Equipment Installation

- a. PRB Construction Inc. of Gilford NH bid \$165,000.
- b. Northeast Earth Mechanics LLC of Pittsfield NH bid \$332,500.
- c. Penta Corp. from Moultonborough NH bid \$175,200.

**MOTION:** Ms. Gilman moved to refer the bids to the Department of Public Works for review and recommendation. Ms. Belanger seconded. The motion passed 5-0.

4. Police Department - Swearing In

- a. The planned swearing in of Sergeant Taylor Sheehan was postponed until August.

5. Proclamations/Recognitions

- a. 2024 Hometown Media Award - EXTV  
Mr. Papakonstantis recognized EXTV staff members Bob Glowacky, Will Tapply, and Gabe who won the 2024 Hometown Media Award from the Alliance for Community Media (ACM).
- b. Mr. Papakonstantis described a Parks and Rec event to take place on July 27, in which a Black Hawk helicopter will take off from the Rec Park field.

6. Public Comment

- a. There was no public comment at this time.

7. Approval of Minutes

- a. Regular Meeting: July 8, 2024

**MOTION:** Ms. Belanger moved to approve the Select Board meeting minutes of July 8, 2024 as presented. Ms. Gilman seconded. The motion passed 5-0.



## 8. Appointments

**MOTION:** Ms. Belanger moved to appoint David Kovar to the Budget Recommendations Committee. Ms. Gilman seconded. The motion passed 5-0.

## 9. Discussion/Action Items

### a. Squamscott River Siphons Update

Public Works Director Stephen Cronin gave an update on the sewer siphons project. The two new 12" siphon pipes were activated. We're now in the process of transitioning to the new system. The new mains will be pressure tested and the inverts and manholes will be completed. Site cleanup activities will continue over the next few weeks. We are on track for completion by mid-August.

Ms. Roy suggested inviting Congressman Pappas for a final ceremony.

Mr. Cronin said Kristin Murphy submitted a Coastal Resiliency Grant application in May for tidal inundation concerns at Swasey Parkway. We were awarded the grant and are requesting that the Board accept it. Mr. Papakonstantis recognized Ms. Murphy's efforts as well as the efforts of Dwane Staples, the Chair of the Swasey Parkway Trustees.

**MOTION:** Ms. Belanger moved to accept a grant from the NH Department of Environmental Services Coastal Program, a Coastal Resilience Grant in the amount of \$18,000 and to further authorize the Town Manager or their designee to sign the associated grant-related documents. Ms. Gilman seconded. The motion passed 5-0.

### b. Preliminary Re-Valuation Report – Scott Marsh, MRI

Assessor Scott Marsh of MRI was present to give an update on the Assessment. Mr. Marsh said it was last done in 2019, and must be reviewed every 5 years. For the period April 1, 2022 - April 1, 2024, 565 sales were reviewed. The town's taxable value went from \$2.3B to \$3.7B, a \$1.4B increase. Overall property values went up 61%; residential by 59%, condos by 62%, vacant land by 70%, manufactured homes by 149%, and commercial properties by 37%. We do a statistical analysis, and the overall ratio is 104%, with a COD [coefficient of dispersion] of 8.4, and a PRD [price-related differential] of 1.02, which are within the guidelines set by the State. The 1 year indications are 100%, 8.2, and 100.1. The State looks at October - September, and that's currently 97%, 8.5, and 1.01, which says values are still increasing. The assessments would have been at 52.3% if the reassessment was not done. We expect to send out value notices the week of August 1, and public hearings will be held the week of August 26. The public can call to schedule a hearing in person, by phone, and on Zoom; we also accept information in writing. There's usually a 2 week hearing period, depending on demand.

Mr. Papakonstantis asked if there's any flexibility for the hearings to be moved into September if needed. Mr. Marsh said yes, we can adjust it according to taxpayer needs.

Mr. Chartrand said occasionally a constituent will be upset about revaluations, thinking what they pay in taxes is going to spike. Mr. Marsh said the new value will be subject to a new tax rate. The money is the budget that was voted to spend. If we doubled the value of the town, the tax rate would be cut in half.

Mr. Marsh said if any taxpayers contact the Board, please refer them to contact his office.

c. Treasurer Delegation of Certain Authorities to Town Staff

Finance Director Corey Stevens said this came about through the audit process. It relates to the duties and functions of the Town Treasurer. Under the RSAs, the Treasurer can delegate some responsibilities to staff. We have already delegated a number of the functions, we just need to do it formally. The specific tasks to be delegated are daily deposits, which are carried out by various town staff; investment management, which he has been working on; and bank reconciliations. Sue [Penny] is part of the process, but we carry out a large piece of that. Sue has signed the memos regarding each duty.

**MOTION:** Ms. Belanger moved to approve the Treasurer's delegation of authority over bank deposits, investment management, and bank account reconciliations, to certain members of town staff as detailed in the delegation of authority memo signed by the Treasurer dated July 15, 2024. Mr. Chartrand seconded. The motion passed 5-0.

d. Seacoast Green Challenge

Mr. Papakonstantis said the Energy Committee would like Exeter to enter a challenge regarding our community power coalition rates. Ms. Gilman said the community power rates for August 1 through December 31 are lower than the default rates. The object of this challenge is to compare how many people choose to opt up from the default rate. You can opt up to Granite Plus, where 33% of your energy is generated from renewable or clean energy sources, which at 9.3 cents per KW is less than Until's default rate. Or you can go to Clean 50, at 10 cents, or 100% at 12 cents. There's no prize for the challenge, it's just bragging rights for the town. The challenge is through January 31, 2025. EXTV will do a promotional video.

e. 2026 Semi-Sesquicentennial Celebration Discussion

Ms. Gilman said we have been tasked with organizing a semi-sesquicentennial for July 4, 2026, and we'll need to budget for it next year. She suggests forming a committee or commission with 6 residents and a member of the Heritage Commission. She would like to look at what we can do throughout the year, not just on July 4th. Mr. Papakonstantis suggested starting to recruit and beginning the interview process.

10. Regular Business

a. Tax Abatements, Veterans Credits and Exemptions

**MOTION:** Ms. Gilman moved to approve a tax abatement for 65/127/A in the amount of \$30,617.57 for the tax year 2023. Ms. Belanger seconded. The motion passed 5-0.

b. Permits & Approvals

- i. The grant approval was discussed above.

c. Town Manager's Report

- i. Ms. Roy said the River Advisory had a presentation from VHB to discuss the surface or waterworks dam which holds our drinking water. We are starting the process of addressing this high-hazard dam.
- ii. We started negotiation meetings with two of the three unions last Friday. Police, Fire. SEIU negotiations start this week.
- iii. We held four interviews of architecture firms for our new Police Station and Fire Substation today. Ms. Gilman asked if the Facilities Committee was involved. Mr. Chartrand said there's a meeting on Wednesday. He doesn't remember it coming up previously.
- iv. We interviewed construction firms for the 10 Hampton Road construction.
- v. We worked with multiple departments on personnel issues.
- vi. She's helping to prepare the CIP for the Planning Department.

Mr. Papakonstantis asked if Greg Bisson can give an update at a future meeting on 10 Hampton Road. Ms. Roy said she could give an update. When we first got the building, we had money in the warrant article to make improvements. There was an opportunity for a grant and we paused so that we wouldn't have to move staff in and out again. We'll be able to do \$900,000 rather than \$100,000 worth of construction.

d. Select Board Committee Reports

- i. Ms. Belanger attended a Planning Board meeting July 11, where the Exeter Country Club restaurant approval was granted an extension to July 13, 2025. We had a second public hearing on 127 Portsmouth Ave, which is very close to our water supply. Andrew Koff of the Conservation Commission and Kristin Murphy were there. They will come back on August 27. A minor subdivision at 100 Linden Street was approved. There was a design review for another potential project at 76 Portsmouth Ave, and a lot of people brought in concerns.
- ii. Ms. Gilman met with the NH Preservation Alliance and toured several facilities for their next annual conference. Town Hall would be too hot so she suggested moving the conference to spring or fall. Heritage and HDC had no business so they were canceled.
- iii. Ms. Cowan had no report.
- iv. Mr. Chartrand attended a Conservation Commission meeting where they discussed the 127 Portsmouth Ave project. They recommended to the Planning Board not to make the allowance that the developer is seeking

because of proximity to our surfacewater supply. They also took up 76 Portsmouth Ave and he was impressed by the neighbors who showed up from the Jady Hill neighborhood. The developer got a ground-level view of the neighborhood's concerns. He attended a train station meeting, and planning on that continues. We hope to get something into the CIP.

- v. Mr. Papakonstantis attended the River Advisory Committee meeting. He missed the Pairpoint Park Advisory Committee meeting but got an update from Dave Sharples, who said they did a sitewalk to the property.

e. Correspondence

- i. An email from a citizen that Mr. Papakonstantis responded to.
- ii. An NHMA legislative update.
- iii. A notice to residents from Business and Economic Affairs.
- iv. Correspondence from Secretary of State Scanlan.
- v. An email from Exeter Hospital regarding their community survey.
- vi. A thank-you from Big Brothers Big Sisters for a successful pickleball tournament.

11. Review Board Calendar

- a. The next Select Board meetings are August 5, August 19, Tuesday September 3, September 16, and September 30. July 24 is the Budget Recommendations Committee kick-off. October 2nd is the presentation of the draft budget; it was moved from September due to a conflict.

12. Non-Public Session

**MOTION:** Ms. Belanger moved to enter into non-public session under RSA 91-A:31I(c). Mr. Chartrand seconded. In a roll-call vote, the motion passed 5-0 and the Board entered non-public at 8:01 PM.

**MOTION:** Mr. Chartrand moved to exit non-public session. Ms. Belanger seconded. The motion passed 5-0.

**MOTION:** Mr. Chartrand moved to seal the minutes. Ms. Belanger seconded. The motion passed 5-0.

13. Adjournment

**MOTION:** Ms. Belanger moved to adjourn the meeting. Mr. Chartrand seconded. The Select Board stood adjourned at 8:55 pm.

Respectfully Submitted,  
Joanna Bartell  
Recording Secretary

## **Appointments/Resignations**

## **Discussion/Action Items**

## **10 Hampton Road Construction Proposals**



# TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 777-1514

[www.exeternh.gov](http://www.exeternh.gov)

## TOWN OF EXETER MEMORANDUM

TO: Russ Dean, Town Manager  
CC: Melissa Roy, Assistant Town Manager  
FROM: Greg Bisson, Director of Parks and Recreation  
RE: Construction Manager Contract  
DATE: 08/05/2024

The Parks and Recreation Department would like to report on the progress of selecting a Construction Manager to complete the design and construction of the renovation needed to make 10 Hampton Road into the multigenerational community center. We request to appear before the Select Board at their August 5, 2024, meeting to consider a motion to authorize the town to execute a contract with Hampshire Development Corp. as the Construction Management firm.

We issued the enclosed RFQ for CM services on June 18th, following all of CDFA's (grant administrator) requirements, listing it on DOT, WMBE pages, Union Leader, and our webpage. We received four responses and interviewed all four. Hampshire Development Corp, Landmark Structures Corp, Fulcrum Association Inc., and Martini Northern LLC. were the companies that submitted qualifications. The 10 Hampton Road interview committee was composed of myself, Melissa Roy, David Sharples, Doug Eastman, David Tovey, Caroline Neel, and Mike Wissler, Recreation Advisory Board member and experienced construction Project Manager. We held the interviews on July 17th and 18th, in which we selected the Hampshire Development Corporation. All four firms were very qualified, making it a tough decision. The group unanimously chose HDC due to several factors, such as work on historic buildings and previous work for local municipalities such as Hampton Falls and East Kingston. HDC's offices are located here in Exeter.

Hampshire Development Corp will work with town officials throughout the project to ensure it stays on schedule and budget while following the Community Center Investment Program grant requirements. They will also solicit subcontractors and engineers to complete the project by June 2025, two months before the CCIP deadline. HDC will operate under the Guaranteed Max Price of \$920,840.00. The Construction Management fee will consist of the cost of work, 8% overhead, and 7% profit. Primex and Mitchell Municipal Group have reviewed all contracts. We hope to have a finalized contract next week, with the final design and demo starting in September.

### **Motion:**

**To authorize the Town Manager, or designee, to negotiate and execute a contract with Hampshire Development Corporation to be the Construction Manager to complete the 10 Hampton Road Multigenerational Community Center Project.**

Respectfully Yours,

Greg Bisson  
Director, Exeter Parks and Recreation



## **PD/FD Substation Architect Proposal**



# TOWN OF EXETER

## *Planning and Building Department*

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

[www.exeternh.gov](http://www.exeternh.gov)

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**Date:** July 30, 2024  
**To:** Russell Dean, Town Manager  
**From:** Dave Sharples, Town Planner  
**Re:** Design Team for new Police Station/Fire Substation

I'm writing this memorandum to highlight the process in selecting a design firm for the new Police Station/Fire substation project. I would like to request to appear before the Select Board at their August 5, 2024 meeting for consideration of a motion to authorize you to execute a contract with TGAS for design services.

We issued the enclosed RFS for design services on May 25, 2024. We received six responses by the June 21, 2024 deadline and decided to interview four firms. We assembled an interview panel that consisted of Assistant Town Manager Melissa Roy, Police Chief Stephan Poulin, Deputy Police Chief Josh McCain, Fire Chief Pizon, Building Inspector Doug Eastman, Finance Director Corey Stevens, David Hurley from CHA, Joe Sullivan from CHA, and myself. We held the interviews on June 16<sup>th</sup> and 22<sup>nd</sup>. We met after the last interview and again on July 19<sup>th</sup> and July 29<sup>th</sup> to go over the selection process.

We reviewed all four firms and utilized scoring criteria to aid us in the selection process. We also evaluated each firm's fee proposal. After a thorough discussion amongst the panel, we are proposing that the Town engage the services of TGAS for a price of \$1,200,000. While their fee proposal was initially the highest, we negotiated with Ted Galante from TGAS to further define the scope and fee that resulted in the reduction. I have enclosed a July 26, 2024 letter from Ted Galante describing the services that are included for the \$1,200,000.

I have also enclosed the proposed contract from TGAS. We are currently in the process of reviewing the contract with counsel and CHA and expect to finalize the language after the meeting should the Select Board accept the panel's recommendation. I have provided a suggested motion for below for consideration. I will attend the Select Board to present this request and answer any questions the Board may have.

**Proposed Motion:** I move that the Select Board authorize the Town Manager to negotiate and execute a contract with TGAS for the scope of work, set forth in the Request for Proposals for Owner Project Manager Services, Town of Exeter – New Police Station and Fire Substation dated April 12, 2024, for a price not to exceed \$1,200,000.

# TOWN OF BOSTON

Thank you.

Town of Boston  
100 State Street  
Boston, MA 02109  
Tel: 617-552-3000



enc (3)

Dear Mr. [Name],

I am writing to you regarding the [Topic].

The [Topic] is a matter of [Importance] to the Town of Boston.

I have reviewed the [Document] and find it to be [Quality].

I am pleased to see that you have [Action].

I am sure that you will [Action].

I am sure that you will [Action].

DRAFT

# AIA Document B103 - 2017

## Standard Form of Agreement Between Owner and Architect for a Complex Project

**AGREEMENT** made as of the « » day of « August » in the year « 2024 »  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Town of Exeter  
10 Front Street  
Exeter, NH 03833

and the Architect:  
(Name, legal status, address and other information)

The Galante Architecture Studio, Inc.  
146 Mount Auburn Street  
Cambridge, MA 02138

for the following Project:  
(Name, location and detailed description)

Architectural services for a combined Police Station/Fire Substation in Exeter, New Hampshire, as described in that certain Request for Qualifications issued by the Town of Exeter on or about June 11, 2024 ("RFQ"), incorporated herein by reference.

The Owner and Architect agree as follows.

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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TABLE OF ARTICLES

- 1 INITIAL INFORMATION
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- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
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- 6 COST OF THE WORK
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- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

See (i) the Owner's RFQ, (ii) the Architect's Statement of Qualifications, dated June 21, 2024 ("SOQ") thereto, incorporated herein by reference, (iii) the existing site survey procured by the Owner, as referenced in "Answers to questions regarding RFQ for Designer Services for Police Station/Fire Substation (June 11, 2024) ("RFQ Answers"), incorporated herein by reference, and (iv) the program and site evaluation for a new public safety complex prepared by Lavallee Brensinger Architects ("LBA Report"), which program and site evaluation is incorporated herein by reference..

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

See the Owner's (i) RFQ, (ii) RFQ Answers, and (iii) the LBA report.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

\$17,522,000\*\*\*

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

See RFQ (“Scope of Services”) and RFQ Answers

- .2 Construction commencement date:

TBD

- .3 Substantial Completion date or dates:

TBD

- .4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
(Identify method such as competitive bid or negotiated contract.)

It is assumed for the purpose of this Agreement that the project delivery method will be a Construction Manager at Risk process. References to the “Contractor,” as well as to the “Scheduling Consultant” and the “Cost Consultant,” shall be deemed to apply to the Construction Manager engaged by the Owner under this project delivery method.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:  
(List number and type of bid/procurement packages.)

None

§ 1.1.7 The Owner’s anticipated Sustainable Objective for the Project:  
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

Net zero construction, design, and permitting. See Architect’s SOQ and the Architect’s updated Proposal letter, dated July 26, 2024, attached hereto as Exhibit A and incorporated herein

§ 1.1.7.1 Not Used.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:  
(List name, address, and other contact information.)

Owner’s Project Manager (OPM):  
CHA Solutions

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:  
(List name, address, and other contact information.)

« »

§ 1.1.10 The Owner shall retain the following consultants and contractors and others as provided in the RFQ Answers:  
(List name, legal status, address, and other contact information.)

- .1 Cost Consultant:



CHA Solutions at Schematic Design and Design Development phases; Construction Manager at Design Development phase and after

.2 Scheduling Consultant:

CHA Solutions

.3 Geotechnical Engineer:

Retained by Owner for all Phases, except during Construction Administration, as provided in RFQ Answers and Exhibit ATBD

.4 All other consultants listed on Page 3 of Exhibit A:

TBD

.5 Other, if any:

*(List any other consultants and contractors retained by the Owner.)*

« »

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:  
*(List name, address, and other contact information.)*

Ted Galante, Founding Principal  
Paolo Carissimi, Principal, Design Project Manager  
The Galante Architecture Studio, Inc.  
146 Mount Auburn Street  
Cambridge, MA 02138  
[tg@galantearchitecture.com](mailto:tg@galantearchitecture.com)

[pc@galantearchitecture.com](mailto:pc@galantearchitecture.com) § 1.1.12 The Architect shall retain the consultants identified on Page 2 of Exhibit A and named, as applicable, in Architect's SOQ

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than **One Million Dollars (\$1,000,000)** for each occurrence and **One Million Dollars (\$1,000,000)** in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than **One Million Dollars (\$ 1,000,000 )** per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than **One Hundred Thousand Dollars (\$ 100,000 )** each accident, **One Hundred Thousand Dollars (\$ 100,000 )** each employee, and **Five Hundred Thousand Dollars (\$ 500,000 )** policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than **One Million Dollars (\$ 1,000,000 )** per claim and **Two Million (\$ 2,000,000 )** in the aggregate. See also Section 12.4 below.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner and the OPM as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

### ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and in Architect's SOQ and Exhibit A. Services not set forth in this Article 3 and Architect's SOQ and Exhibit A are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.



§ 3.1.2.1 The Architect's services shall be performed in conjunction with and in coordination with the services performed by a Construction Manager at Risk to be engaged by the Owner. The Construction Manager's contract shall be consistent with this Agreement in all material respects insofar as it relates to or affects the services of the Architect. The Owner shall furnish the Architect with a copy of the Construction Manager's contract, and shall furnish the Construction Manager with a copy of this Agreement (from which details relating to the Architect's compensation shall be redacted).

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit, for the Owner and the Scheduling Consultant's (Construction Manager's) approval, a schedule for the performance of the Architect's services which shall be consistent with the dates and durations set forth in Section 1.1.4 unless otherwise agreed. The schedule shall include design phase milestone dates, as well as the anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner and Scheduling Consultant, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.6 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Architect will attend public meetings as a Basic Service to the extent necessary to obtain such approvals from governmental authorities.

§ 3.1.8 See also RFQ Phase 1 services under Scope of Services and Architect's SOQ.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.2.8 See also RFQ Phase 2 services under Scope of Services and Architect's SOQ.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.2.8 See also RFQ Phase 2 services under Scope of Services and Architect's SOQ.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3)

the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents.

§ 3.4.5 Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase (or earlier, if a GMP set of documents is required prior to the end of the Construction Documents Phase in accordance with Section 3.4.6), the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents or the GMP set, as the case may be.

§ 3.4.6 If the Owner and the Construction Manager agree that a Guaranteed Maximum Price ("GMP") will be submitted and approved prior to the completion of the Construction Documents, the Architect shall assemble a set of partially-completed Construction Documents (at approximately the 60% [confirm] level of detail), and deliver copies to the Owner and the Construction Manager (the "GMP set"). When a GMP has been agreed to, as described in Section 3.5.1, the Architect shall proceed to complete the Construction Documents, which shall be consistent with or reasonably inferable from the GMP set. To this end, the Owner shall cause the Construction Manager to furnish the Owner and the Architect with a complete list of the assumptions and interpretations utilized by the Construction Manager in the development of the GMP with respect to those Project components for which complete Construction Documents were not then available. The Architect shall inform the Owner and the Construction Manager if any of these assumptions and/or interpretations are not in accordance with the design intent of the Project or with generally accepted standards of professional practice but shall otherwise take them into account in the completion of the Construction Documents.

§ 3.4.7 See also RFQ Phase 3 services under Scope of Services and Architect's SOQ.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

When the Owner determines, in consultation with the Construction Manager and the Architect, that the Construction Documents have been developed to a point that they can serve as the basis for the negotiation of a GMP agreement (and that at a minimum the construction documents are at least 60% developed), the Owner will negotiate a GMP agreement with the Construction Manager.

§ 3.5.2 Competitive Bidding - Not Used.

#### § 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents or GMP Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 providing reproducible Proposal Documents to the Construction Manager for distribution to prospective subcontractors; and
- .2 if requested by the Construction Manager, participating in selection interviews with prospective subcontractors;

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.4.7 See also RFQ Answers and Architect's SOQ for Sub-Phase 3 Bidding.



## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, on average [ .75 ] times per week, and subject to Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect and the Owner has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall, as an Additional Service, render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of 11 months from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.7 See also RFQ Phase 4 services under Scope of Services and Architect's SOQ.

**ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES \*\*\***

**§ 4.1 Supplemental Services**

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	Owner

§ 4.1.1.5	Site evaluation and planning	
§ 4.1.1.6	Building Information Model management responsibilities	See Section 4.1.2.1.1
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Cost estimating	Owner
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Historic preservation	
§ 4.1.1.26	Furniture, furnishings, and equipment design	
§ 4.1.1.27	Other services provided by specialty Consultants	
§ 4.1.1.28	Other Supplemental Services	

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

**4.1.2.1.1 Building Information Modeling (BIM).** Architect may develop, as part of its Basic Services, a building information model (the "Model"), to be used solely for informational purposes to assist Architect and its consultants in developing the Project design. The Construction Documents shall be 2-dimensional CAD documents, which may be generated in whole or in part from the Model. The Architect may, as an Additional Service, adapt the Model to enable its use for informational purposes by the Contractor or third parties, subject to mutual agreement with the Owner and appropriate electronic file transfer agreements with recipients of the Model. If the Architect subsequently participates in the creation of a so-called BIM execution plan or other document that provides protocols for development and/or use of the Model (a "BIM Execution Document"), nothing in such BIM Execution Document shall have the effect of modifying the terms and conditions of this Agreement or enlarging the Architect's liabilities hereunder, unless expressly agreed to by the Architect in an executed amendment to this Agreement.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

« »

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services referenced in Architect's SOQ and Exhibit A. The Owner shall compensate the Architect as provided in Section 11.2.

#### § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except to the extent that services are required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing beyond the meetings set forth in Section 3.1.7;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination, and the Architect shall have no further obligation to perform those services. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study



- and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
  - .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
  - .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 « Two » ( « 2 » ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 « » ( « » ) visits to the site by the Architect during construction
- .3 « Two » ( « 2 » ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 « Two » ( « 2 » ) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If any phase of the services covered by this Agreement have not been completed within the time periods in Sections 1.1.4, 3.1.3 or elsewhere in this Agreement, through no fault of the Architect, then the project schedule shall be extended, and the Architect's compensation for phases affected by such delays shall be equitably adjusted to reflect the Architects' additional costs and expenses, if any, resulting therefrom.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall furnish the services of a Scheduling Consultant (who will be the Construction Manager) that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds, subject to the provisions of Sections 4.3.2.4 and 4.2.5.

§ 5.3 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. The Owner shall furnish the services of a Cost Consultant (who shall be the Construction Manager) that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality, subject to the provisions of Section 4.2.1.1.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

**§ 5.4** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.5** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.6** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.7** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.8** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.9** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.10** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.11** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.12** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.13** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.14** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement, as provided in Section 3.6.1.1. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.15** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.16** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## **ARTICLE 6 COST OF THE WORK**

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

## **ARTICLE 7 COPYRIGHTS AND LICENSES**

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, or if the Owner is in material breach of this Agreement, upon termination under Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service as authorized by the license granted in Section 7.3 without retaining or continuing to retain the Architect in connection with such use under the terms of this Agreement, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## **ARTICLE 8 CLAIMS AND DISPUTES**

### **§ 8.1 General**

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses incurred by the Owner in defending such claims, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Architect's duty to indemnify the Owner under this Section 8.1.3, and/or the Architect's liability to the Owner for negligent errors or omissions on the performance of the Architect's services, shall be limited to the available proceeds of the insurance coverage required by this Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

## § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

[ **« X »** ] Arbitration pursuant to Section 8.3 of this Agreement, to the extent permitted by applicable law; otherwise, litigation in a court of competent jurisdiction

[ **« »** ] Litigation in a court of competent jurisdiction

[ **« »** ] Other: *(Specify)*

« »

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

## § 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.



§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

#### § 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

### ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension, and for the reasonable cost of demobilizing the Architect's employees and consultants. When the Project is resumed, the Architect shall be compensated for expenses incurred in the resumption of the Architect's services. The Architect's fees for the remaining services, the budget for the Cost of the Work, and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

« »

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

« »

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

#### ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction, except that the term "Work" shall be deemed to refer only to that portion of the Project designed and/or specified by Architect and its consultants, and not to portions of the Project designed and/or specified by the Owner's Consultants or by another party.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 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 Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 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. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide

professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum  
(Insert amount)

**\$1,200,000**

.2 Percentage Basis  
(Insert percentage value)

« » (« ») % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other  
(Describe the method of compensation)

« »

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

A mutually agreed lump sum or, in the absence of such agreement, on an hourly basis using the billing rates referred to in Section 11.7.

§ 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.)

A mutually agreed lump sum or, in the absence of such agreement, on an hourly basis using the billing rates referred to in Section 11.7.



§ 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 Phase	« Thirty »	percent (	« 30 »	%)
Bidding & Negotiations	« Five »	percent (	« 5 »	%)
Construction Phase	« Thirty »	percent (	« 30 »	%)
<b>Total Basic Compensation</b>	<b>one hundred</b>	<b>percent (</b>	<b>100</b>	<b>%)</b>

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 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 the hourly rates in Architect's SOQ

**Employee or Category**

**Rate (\$0.00)**

### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of

additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ~~« Ten »~~ percent ( ~~« 10 »~~ %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

~~« »~~

#### § 11.10 Payments to the Architect

##### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ~~« »~~ (\$ ~~« »~~ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ~~« »~~ (\$ ~~« »~~ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

##### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid ~~« Thirty »~~ ( ~~« 30 »~~ ) days after the invoice date shall be considered overdue for the purpose of Section 9.1 and shall bear interest at the rate entered below.

*(Insert rate of monthly or annual interest agreed upon.)*

From and after the invoice date at a rate equal to three points above the prime rate published in the *Wall Street Journal* on such date, and the Architect shall be entitled to reimbursement of all costs of collection thereof, including legal and arbitration fees.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation on account of allegedly negligent acts, errors or omissions or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect is in breach of its obligation to maintain professional liability insurance as required by Section 2.5.6.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

#### ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

§ 12.1 The Architect certifies that it has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract for design services.

§ 12.2 The Architect certifies that no consultant to or subcontractor for the Architect has given, offered or agreed to give any gift, contribution or offer of employment to the Architect or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the Architect or construction manager.

§ 12.3 The Architect certifies that no person, corporation or other entity, other than a bona fide full time employee of the Architect or construction manager, has been retained or hired by the Architect or construction manager to solicit for or in any way assist the Architect or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the Architect.

§ 12.4 Consistent with Section 2.5 of this Agreement, the Architect shall obtain and maintain professional liability insurance covering negligent errors, omissions and acts of the Architect or of any person or business entity for whose performance the Architect is legally liable arising out of the performance of the contract. The total aggregate amount of such insurance shall be not less than \$2 million. The Architect shall furnish a certificate or certificates of insurance coverage to the Town of Exeter following execution of this Agreement. The OPM shall be an additional insured party on the policy.

§ 12.5 All consultants employed by the Architect shall obtain and maintain a liability insurance policy covering negligent errors, omissions and acts of such consultant or of any person or business entity for whose performance the consultant is legally liable arising out of the performance of the contract for consultant services. The consultant shall furnish a certificate or certificates of such insurance coverage.

#### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B103™–2017, Standard Form Agreement Between Owner and Architect
- .2 Building Information Modeling Exhibit, if completed:

« »

- .3 Exhibits:  
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ « » ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this agreement.)

« »

[ « » ] Other Exhibits incorporated into this Agreement:  
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A - Architect's updated Proposal letter, dated July 26, 2024

- .4 Other documents:  
(List other documents, if any, forming part of the Agreement.)

« »

This Agreement entered into as of the day and year first written above.

---

**OWNER** *(Signature)*

« »« »

---

*(Printed name and title)*

---

**ARCHITECT** *(Signature)*

« »« »

---

*(Printed name, title, and license number, if required)*

DRAFT

July 26, 2024

David Hurley, CSL, MCPPO  
 Owner Project Manager  
 CHA Consulting, Inc.

Via Email: [dhurley@chasolutions.com](mailto:dhurley@chasolutions.com)

RE: **Police Station + Fire Substation** Town of Exeter, NH

David,

As per notification from your office that we were selected for the project mentioned above, and per follow up virtual meeting, I am writing to submit our updated proposal for team compensation. There are many aspects that come into play when establishing a fee for a project, and I outline some of them below. Please let me know if you would like to discuss any of these, or if the committee would like further clarification.

As a starting point, the American Institute of Architects (AIA) defines Basic Services as below:

Architect's Basic Services defined by AIA article 3

§ 3.1 The **Architect's Basic Services** consist of those described in Article 3 and include **usual and customary structural, & MEP / FP engineering services**. Services not set forth in Article 3 are Additional Services.

Example breakdown by discipline

Architectural Fee Breakdown			
PHASE	%	DISCIPLINE	%
Schematic Design	25%	Structural Engineer	11%
Design Development	20%	M/E Engineers	22%
Construction Documents	30%	Architect	67%
Bidding	5%		
Construction Administration	20%		
<b>TOTAL FEE</b>	<b>100%</b>		<b>100%</b>

The AIA's article 3 does NOT include civil engineering, geotechnical engineering, or Net Zero consulting, all of which are partially included in our team proposal.

Based on this, the RFQ, and our follow-up meeting to help define the range of consultants needed, we updated the overall proposal. Our understanding is the design of this building is to be all electric without gas service, have a well-insulated building envelope, possibly use triple glazed windows, take advantage of South Facing orientation of building, and aim for Net Zero Emissions as a conceptual approach.



Basic Services for this contract are to include

- Architecture
- Structural Engineering
- Fire Protection Engineering
- Plumbing Engineering
- HVAC Engineering
- Electrical/Lighting
- Data/Communications/Security Consultant
- Specifications Consultant
- Accessibility Consultant
- Code Consultant
- Hardware Consultant
- Building Enclosure Consultant
- Civil Engineering
- Geotechnical Engineering during Construction Administration only
- Sustainable/Green Design Energy Consultant (to review concepts only)

Team Compensation

Our original proposal included additional consultants and was set as a range of \$1,650,000.00 to \$1,750,000.00. As discussed, the Town and CHA will be performing many of the items included on the original RFQ list, or some of those items will not be necessary. Understanding this, clarifying the scope of work, and understanding the budget available for the project allows us to reduce the proposal to \$1,200,000.00 for the services listed above.

Our standard fee breakdown is established based on percentage of work completed at each phase of the project. There are differing level of effort involved depending on the phase. For example, Biding & Negotiations is a smaller portion of effort on our team's part and thus the percentage of fee is much lower. All other phases are set accordingly, and in this way, we manage the overall project expenditure from start to completion. Below is a table defining percentage of fee per phase of project.

Schematic Design (SD)	15%	\$180,000.00
Design Development (DD)	20%	\$240,000.00
Construction Documents (CD)	30%	\$360,000.00
Bidding & Negotiations (BN)	5%	\$ 60,000.00
Construction Administration (CA)	30%	\$360,000.00

As with any project there are minor reimbursable expenses involved including oversize copying, color reproduction, and related elements. A budget of \$3,500.00 should be sufficient to cover these costs. If the project increases or changes from the site and building size as defined by the Feasibility Study included in the original RFQ, as a group, will have to revisit this fee proposal as it is based upon assumptions of building size given what is described in RFQ and at the walk through.

Similarly, there are services excluded from the basic scope of work and these include (but not limited to) items listed below. TO be sure, we work with a wide range of consultants and any of



these may be added into our Scope of Work via Added Services proposals and at the written direction / approval of the town or OPM and may include:

- Energy Modeling
- Life Cycle Cost Analysis
- Site Surveying
- Geotechnical Engineering during Design
- Hazardous Materials
- Landscape Architecture
- Cost Estimating
- Technology Consultant/Audio Visual Consultant
- Furniture, Fixtures and Equipment Consultant
- Environmental Permitting
- Photovoltaic Panel System Design
- Geothermal Well System Design
- Any other on-site renewable energy Design
- Planning Board Meetings / Hearings
- Zoning Board Meetings / Hearings

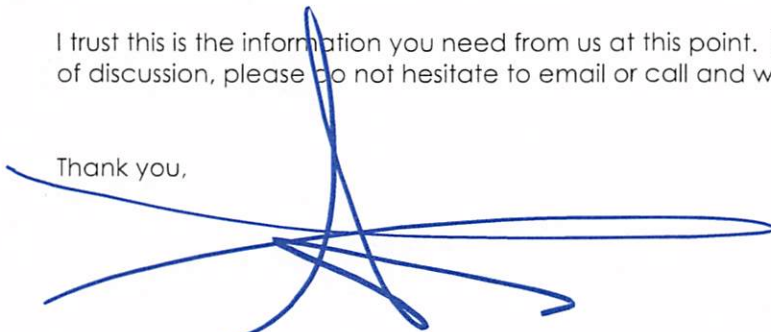
We use a modified version of the AIA Owner / Architect Agreement and are comfortable sharing a version of this document for further discussion when appropriate in this process.

And finally...

As listed in our Statement of Qualifications, stated in the interview, and now again here, we are excited by the challenges and opportunities of this new Police Station and Fire Substation. This is the type of facility our team is built for, and we are eager to become part of the wider team with CHA and the Town of Exeter. Designing this facility, presenting it to the community at large, and getting the building built is something we specialize in. As Principal of this firm I personally oversee the work done here and would be deeply involved at all points along the way. All Exeter team members would have direct access to me, and my cell phone is always on and available, with a deep bench for when I am not immediately available.

I trust this is the information you need from us at this point. If there are further questions or points of discussion, please do not hesitate to email or call and we can take further steps as necessary.

Thank you,



Theodore (Ted) Galante AIA LEED AP

**TOWN OF EXETER**  
**REQUEST FOR QUALIFICATIONS**

**DESIGNER SERVICES FOR A POLICE STATION/FIRE SUBSTATION**

The Town of Exeter, acting through its Owner's Project Manager, CHA, is soliciting proposals from qualified bidders to retain Designer Services for the Exeter Public Safety Facility. Proposals shall be received by Russell Dean, Town Manager, 10 Front Street, Exeter, NH 03833 and be clearly identified with the marking: **Designer Services for Exeter Police Station/Fire Substation** . Qualified persons or firms must submit proposals no later than 2:00 p.m. on Friday June 21, 2024.

The contract between the Town and the Designer may be amended to include continued designer services through design development, construction contract documents, bidding, award of construction contract(s), construction administration, final closeout, and warranty period of the potential Project.

The fee for designer services for all phases of this project is a negotiated fee.

The RFQ documents will be available by request after 10:00 a.m. on May 28, 2024, from David Sharples, Town Planner, [dsharples@exeternh.gov](mailto:dsharples@exeternh.gov).

There will be a Briefing Session on June Tuesday June 4, 2024, at 11am **at the Exeter Town Offices, 10 Front Street, Exeter, NH 03833**. Attendance is strongly encouraged. Virtual attendance is allowed if the individual/firm emails David Sharples prior to 4pm on May 31, 2024, and requests a link to the meeting.

One (1) original signed, ten (10) copies and one PDF on USB flash drive of the proposal shall be submitted with all information as required on Page 15 (Proposal Requirements) and any supplementary materials, if desired.

Proposals are to be sealed and properly identified on the envelope as **Designer Services for Exeter Police Station/Fire Substation** , and sent or delivered to:

Russell Dean, Town Manager, 10 Front Street, Exeter, NH 03833.

***Any/All proposals received after the stated deadline date and time shall be rejected and returned unopened to the sender. No facsimile of proposals is permitted. Proposals will not be opened publicly.***



The Awarding Authority for this project is the Town of Exeter. As such, it reserves the right to reject any or all proposals and to waive any informalities or irregularities should it deem it to be in the best interests of the Town.

Questions should be addressed by email to Russell Dean, Town Manager, [rdean@exeternh.gov](mailto:rdean@exeternh.gov) no later than 2pm on Friday June 7, 2024. Answers to any/all respondents questions will be posted on the Town website: [https://www.exeternh.gov/rfps by June 13](https://www.exeternh.gov/rfps%20by%20June%2013), 2024.

## Project Overview

The town currently has a shared Public Safety Complex at 20 Court St in downtown Exeter that houses both the Police and Fire departments. Lavallee Brensinger Architects (LBA) was hired by the town in 2021 to conduct a program and site evaluation for a new public safety complex as both departments have outgrown the existing facility. It was determined that a new separate facility to house the Police department with a Fire substation was the best option.

The proposal was approved by voters in March 2024. The approved Warrant Article included a provision for the facility to be “net zero construction, design, and permitting”.

Conceptual floor plans and elevations were developed by LBA as part of the Program and Site Evaluation process. These conceptual plans and other information and materials developed to date can be found on our website at <https://www.exeternh.gov/police/proposed-new-police-station-fire-substation>.

The program area is approximately 21,632 GSF and contains all Exeter police services and functions, two fire apparatus bays, bunk rooms for firefighters, storage, and the required office/support spaces for each use.

The Owner and its selection committee is interested in assembling a qualified team that includes a Construction Manager (CM) to be brought onto the project early in the design phase. The architectural firm will be contracted first and will help manage the CM; however, the contract with the CM will be with the Owner and not the architectural firm. The town intends to issue a proposal for a CM shortly after contracting with the selected design firm. The town will lead the process of issuing the CM proposal, reviewing the proposals, and selecting the CM, but will coordinate with the architectural firm for input as needed.

For more information about the project, please follow the links below:

- [Exeter Public Safety Complex Analysis | Town of Exeter New Hampshire Official Website \(exeternh.gov\)](https://www.exeternh.gov/exeter-public-safety-complex-analysis)
- [final 21-080-00 town of exeter - continental court street concepts.pdf \(exeternh.gov\)](#)

## GENERAL CONDITIONS FOR DESIGNER SERVICES

The budget for designer services for all phases is a negotiated fee.

Submittals:

1. One (1) original signed, 10 (10) copies and one PDF on USB flash drive of the proposal shall be submitted with all information as required on Page 15 (Proposal Requirements) and must be submitted for the proposal to be accepted for consideration.

Submittal of additional information related to the applicant's qualifications and experience to perform the work (letters of reference, samples of project methods utilized for comparable projects, etc.) is highly recommended.

2. Documentation of licensing and registration within the State of New Hampshire, or, other relevant documentation of personnel qualification related to the project(s) is required.
3. All firms or individuals submitting proposals will be notified of the Committee's final selection.
4. Provide a fee proposal per each phase listed in the Scope of Services section.
5. Proposals must be sealed and labeled:

### **Designer Services for Exeter Police Station/Fire Substation**

And submitted no later than: Friday June 21, 2024, on or before 2:00 PM (Proposals will not be opened publicly)

Russell Dean, Town Manager  
10 Front Street  
Exeter, NH 03833

## SELECTION CRITERIA

1. History of work within the public sector, especially with public safety buildings.
2. Ability to demonstrate experience in progressive problem solving for projects of a similar size and scope and a demonstrated history of bringing projects of similar scope and scale to completion on time and on budget.
3. Evaluation of project approach including staffing of project and qualifications, value engineering, information management, change order process management, claims avoidance, and other management and administrative systems related to the scope of work.
4. Thorough knowledge of the New Hampshire State Building Code(s), regulations related to the Americans with Disabilities Act (ADA), and all other pertinent codes and regulations related to successful completion of the project.
5. Ability to work with a wide range of agents, Contractors, Subcontractors, Consultants, municipal bodies, etc.) on behalf of the Awarding Authority in providing information relevant to the progress of the project on a timely basis.
6. Evaluation of references for similar projects.

## SELECTION PROCESS

1. Proposals will be uniformly evaluated by the Project Steering Committee based on the information submitted and information solicited from various sources and references.
2. Selection criteria to be used by the Town shall include but not necessarily be limited to: personnel assigned to the project, experience and qualifications, interviews, as well as any and all other considerations which are in the best interest of the Project. The Town's decision with regard to the selection of a design team shall be considered final.
3. The fee for the services described in this RFQ shall be negotiated.



## GENERAL AND SPECIAL PROVISIONS

1. The Town, as the Awarding Authority, reserves the right to reject any and all proposals and to waive any informalities or irregularities as it deems fit in the best interest of the Town.
2. All proposals, materials, drawings, plans, etc., submitted for consideration shall be considered public information unless clearly marked as PROPRIETARY by the submitter.
3. The applicant, and any sub-consultants of the applicant, selected shall be expected to comply with all applicable federal, state, and local rules, regulations, and laws as they apply to the project(s) without limitation including all federal, state, and local bidding, environmental, and safety rules, regulations, and laws in the performance of services.
4. The consideration of all proposals and the subsequent selection of the successful applicant shall be made without regard to race, color, sex, age, handicap, religion, political affiliation, or national origin.
5. The successful applicant, and all sub-consultants of the successful applicant, shall assure the Awarding Authority that it will carry out the performance of services in full compliance with all requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964 (78 Stat. 252).
6. The provisions relating to non-discrimination and affirmative action in employment shall flow through all contracts and subcontracts that the successful applicant may receive or award as a result of this contract on behalf of the Awarding Authority.
7. Insurance Requirements:
  - a) Professional Liability Insurance of \$1,000,000
  - b) Worker's Compensation Insurance
  - c) Liability Insurance with at least \$1,000,000 coverage
  - d) Professional Liability Insurance umbrella for any and all sub-consultants hired by the Design firm or individual.

## SCOPE OF SERVICES

The Designer will be responsible for, but not limited to, providing the following services in accordance with the terms and conditions set forth in the Town's Standard Designer Contract.

### **Phase I - Initial (Feasibility) Study Phase – June through July 2024**

1. The Designer will familiarize itself with the Feasibility Study and Concept Plans completed by LBA Architects to evaluate those conclusions and make recommendations on any aspects of the feasibility study/concept designs which, in its opinion, would improve the function cost, or operations of the proposed facility. While preferred designs are identified the designer will be required to study additional schemes. The Designer will prepare final concept drawings for approval by the Project Steering Committee before commencing to Schematic Design.
2. The Designer shall review all relevant documents. The Designer will call attention to any additional information needed to make informed decisions for the project, such as prospective site details.
3. The Designer will attend meetings as needed to achieve deliverables and contribute to setting agenda topics and schedule as appropriate. Additionally, the designer shall prepare and submit timely minutes of design and project meetings to the Project Committee.
4. Review with the Project Committee, alternative approaches to design and construction of the Project, including, but not limited to, phasing of the construction, life cycle operational costs, construction type, and current best practices for environmental concerns such as energy efficiency, sustainable building materials, water conservation, indoor air quality, and local and/or recycled sourcing.
5. Set a timeline and schedule for taking the project successfully through the appropriation process.
6. Review the Conceptual design plans in consultation with the Project Steering Committee and other Town Officials, as appropriate, to sufficiently show the building being suitable to the site with site plans and elevation drawings. Review preliminary cost estimate and provide feedback and/or recommendations based on past similar projects and accepted standard costs. Provide value engineering and resource prioritization suggestions.
7. Assist in identifying grant and other funding opportunities.
8. Attend Public Meetings for the purpose of presenting the project as needed.

### **PHASE 2 - Schematic Design/Design Development – July through December 2024**

Based on the approved concept designs, the Designer will develop Schematic Design documents consisting of drawings and other documents illustrating alternative schemes for meeting each of the project's goals, along with preliminary selections of major building systems and construction materials. Schematic Design documents and drawings must show compliance with all program elements, building and zoning codes, environmental and conservation requirements, net zero design and construction, and include provisions for required permits and variances. Design consideration shall be given to alternative energy and energy conservation design and storm water collection and distribution systems.

Upon preparation of and in concurrence with completion of the Schematic Design, the Designer will help the Town with the selection of a CM firm and will shortly thereafter engage with the CM firm on design collaboration.

Based upon the approved Schematic Design documents and any adjustments in the schedule or construction budget authorized by the Project Steering Committee, the Architect will prepare Design Development documents. These documents will include further development plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the project as to its Architectural, structural, mechanical and electrical systems, and any other such elements as may be appropriate, such as FF & E and signage. The documents will also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

At the completion of the Design Development process the Architect shall prepare a cost estimate, which shall be reconciled with a parallel estimate to be prepared by the OPM (The Architect shall revise the Design Development Documents to address cost or other issues raised during the estimate reconciliation review.

### **PHASE 3 - Construction Documents – January through March 2025**

The Architect will develop a final design for the project to be reviewed by the Project Committee. Once the final designs have been approved, the Architect will prepare a complete set of construction documents for the project, including working drawings, materials and technical specifications, bid forms, contract, general and supplemental conditions, temporary facilities and submittal requirements. During the construction document phase at 90% complete construction cost estimates shall be prepared and reconciled with the OPM to ensure the project remains within budget. The Architect shall also actively participate in the pre-qualification process for trade contractors.

During the preparation of construction documents, specific plans for FF & E shall be prepared. Certain of these items, as appropriate, may be incorporated into the construction contract. Moveable furniture items will be identified to ensure that they are consistent with room layout.

The Architect shall prepare all documentation required for submittal to the Project Steering Committee.

### **PHASE 4 - Construction Observation – April 2025 – August 2025**

The Architect shall provide regular construction review, weekly field reports and inspection services during the construction period and resolve any questions or discrepancies in the construction documents. The Architect shall ensure that submittals, requests for information (RFI) and change orders are reviewed and processed in a timely manner to ensure that the project remains on schedule.

The Architect shall review, approve, and process contractor change orders, requests for payment, and certificate and release forms along with the OPM. The Architect shall maintain a log of all submittals, Request for Information, Architects Supplemental Instructions, design or supplemental sketches, Proposed Change Orders, Change Orders, Construction Change Directives, Punch List items and close out documents.

The Architect will be responsible for preparing and ensuring the completion of a punch list for the construction project.

### Minimum Qualifications

Selection will be made by the Project Committee. The Respondent must certify in its cover letter that it meets the minimum requirements as a Designer. Any Respondent that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration.

## Consultants:

In evaluating proposals, the Project Committee will consider the members of the proposed design team. Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm's name, individual's name and professional registration or license number, as applicable, must be listed in the application for each category of work.

1. *Architecture*
2. *Environmental Permitting*
3. *Geotechnical Engineering*
4. *Hazardous Materials*
5. *Civil Engineering*
6. *Structural Engineering*
7. *Landscape Architecture*
8. *Fire Protection Engineering*
9. *Plumbing Engineering*
10. *HVAC Engineering*
11. *Electrical/Lighting*
12. *Data/Communications*
13. *Specifications Consultant*
14. *Sustainable/Green Design/Renewable Energy Consultant*
15. *Cost Estimating*
16. *Accessibility Consultant*
18. *Technology Consultant/Audio Visual Consultant*
19. *Furniture, Fixtures and Equipment Consultant*
20. *Code Consultant*
21. *Security Consultant*
22. *Hardware Consultant*
23. *Fire Consultant*
24. *Building Enclosure Consultant*
25. *Site Surveying*

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by sub-consultant(s).

The members of the team for each of the categories of work listed above must be identified including the firm's name, individual's name and professional registration or license number.

Failure to address each category may result in the elimination of the applicant from consideration on this project.

Applicants should not list any consultants other than those for the categories of work listed above.

## Contract Requirements

1. Certification that the designer has not given, offered or agreed to give any person, corporation or other entity any gift, contribution or offer of employment as an inducement for, or in connection with, the award of the contract for design services.
2. Certification that no consultant to or subcontractor for the designer has given, offered or agreed to give any gift, contribution or offer of employment to the designer or construction manager, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a contract by the designer or construction manager.
3. Certification that no person, corporation or other entity, other than a bona fide full time employee of the designer or construction manager, has been retained or hired by the designer or construction manager to solicit for or in any way assist the designer or construction manager in obtaining the contract for design services upon an agreement or understanding that such person, corporation or other entity be paid a fee or other consideration contingent upon the award of the contract to the designer; and
4. The awarded Design Firm shall obtain and maintain professional liability insurance covering negligent errors, omissions and acts of the designer or of any person or business entity for whose performance the designer is legally liable arising out of the performance of the contract. The total amount of such insurance shall be not less than \$2 million. The awarded Design Firm shall furnish a certificate or certificates of insurance coverage to the Town of Exeter prior to the award of the contract. The OPM shall be an additional insured party on the policy.
5. All consultants employed by a designer subject to this paragraph shall obtain and maintain a liability insurance policy covering negligent errors, omissions and acts of such consultant or of any person or business entity for whose performance the consultant is legally liable arising out of the performance of the contract for consultant services. The consultant shall furnish a certificate or certificates of such insurance coverage.



## Proposal Requirements

Persons or firms interested in applying must meet the following requirements:

1. **Applications (One (1) original signed, ten (10) copies and one PDF on USB flash drive of the proposal) must be received on or before 2:00 PM on Friday June 21 at 2pm.**

Applications should be printed double-sided and bound on the long edge, landscape orientation, in order that the pages lie and remain flat when opened. It is recommended that the proposal be laid out in such a manner that the reader doesn't need to be constantly rotating the proposal.

Applications should not be provided with acetate covers.

2. Applications must be accompanied by a concise cover letter that is a maximum of two pages in length. A copy of the cover letter should be attached to each copy of the application.
3. Applicants may supplement this proposal with graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project.

4. Proposals shall be addressed to:

Russell Dean, Town Manager, 10 Front Street, Exeter, NH 03833

5. Proposals must be clearly identified by marking the package or envelope with the following:

***Designer Services for Exeter Police Station/Fire Substation***

"Name of Applicant"

6. All questions regarding this RFS should be addressed exclusively by email to:

David Sharples, Town Planner

[dsharples@exeternh.gov](mailto:dsharples@exeternh.gov)

10 Front Street, Exeter, NH 03833

7. Pre-Proposal Meeting - All interested parties should attend a briefing session at the Exeter Town Offices, 10 Front Street, Exeter, NH 03833 on Tuesday June 4 at 11am.
8. Withdrawal - Applicants may withdraw an application as long as the written request to withdraw is received by the Town prior to the time and date of the proposal opening.

9. Waiver / Cure of Minor Informalities, Errors, and Omissions

The Town reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFQ in any manner necessary to serve the best interest of the Owner and its beneficiaries.

10. Rejection of Responses, Modification of RFQ

The Town reserves the right to reject all responses if the Town determines, within its own discretion,

that it is in the Town's best interests to do so. This RFQ does not commit the Town to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Town also reserves the right to cancel or modify this RFQ in part or in its entirety, or to change the RFQ guidelines. A Respondent may not alter the RFQ or its components.

## **Public Safety Bond Anticipation Notice**



## TOWN OF EXETER, NEW HAMPSHIRE

10 FRONT STREET • EXETER, NH • 03833-3792 • (603) 778-0591 • FAX 772-4709

[www.exeternh.gov](http://www.exeternh.gov)

**TO:** SELECTBOARD & RUSSELL DEAN, TOWN MANAGER  
**FROM:** COREY STEVENS, FINANCE DIRECTOR  
**SUBJECT:** BOND ANTICIPATION NOTE FOR POLICE STATION/ FIRE SUBSTATION  
**DATE:** AUGUST 5, 2024

As part of the financing strategy for the new Police Station/ Fire Substation, the executive team is recommending that the Town initially take out a 1-year bond anticipation note (BAN) for \$3,500,000. The BAN will mature in August of 2025 at which time the Town will take out a bond for the entire cost of the project. This approach will allow the Town to borrow only what is needed during the first year of the project for activities such as design, engineering and the initial phases of construction management. It will also allow another year to pass, during which time we hope to see interest rates continue to fall.

In July, the Town put out a request for bid proposals through the NH Municipal Bond Bank. The Town received just two bids, both competitive with each other. One of the bids was from TD Bank with whom the Town has an existing relationship. Tonight, I am recommending the Selectboard accept the bid from TD Bank, which has the following terms:

Amount: \$3,500,000  
Rate: 4.89% per annum  
Maturity: August 15, 2025

In order to keep the financing process moving forward, bond counsel has prepared the necessary documents for closing on the BAN. In your packet tonight is a Resolution of Governing Board authorizing Town Administration to move forward with issuance of the BAN.

If the above financing strategy and the terms of the TD Bank BAN are acceptable to the Board, I ask that you formally accept the TD proposal which is attached to this memo. I also request that the Board vote on each provision of the Resolution, also attached. All closing documents will be available for the Board's signature at the conclusion of tonight's meeting.

*Corey*



**Town of Exeter (Rockingham County), NH**  
**Attn: Mr. Russell Dean, Town Manager**  
**10 Front Street**  
**Exeter, NH 03833**

**July 19, 2024**

**REQUEST FOR COMPETITIVE BID**  
**TOWN OF EXETER (ROCKINGHAM COUNTY), NH**  
**\$3,500,000 GENERAL OBLIGATION BOND ANTICIPATION NOTE**

Dated: August 15, 2024  
Maturity: August 15, 2025 (359 days; 30/360-day convention required)

TO: Ms. Jillian McNeil  
Assistant Director  
New Hampshire Municipal Bond Bank  
Tel: (603) 271-2595

PROPOSAL

<u>Amount of Notes</u>	<u>Price</u>	<u>Rate of Interest</u>
\$3,500,000	\$3,500,000	4.89%% per annum 4.89% Net Interest Cost

Bid contingent upon:

- G.O. Bond Anticipation Note is a full faith and credit obligation of the Town of Exeter, NH.
- G.O. Bond Anticipation Note is non-callable prior to the above stated maturity date (P&I for the full amount borrowed is payable on and not before the maturity date). Partial or full payback of borrowed funds is not permitted during the period of the loan.
- Note proceeds will be disbursed in the entire requested principal amount (lump sum) to a Town of Exeter TD Bank DDA or Money Market account on the funding/closing date.
- Accrual basis: 30-day month and 360-day year.
- Bond Counsel Legal Opinion to accompany the note certificate will state that the BAN is tax-exempt, bank qualified in the opinion of counsel.
- Delivery of physical note certificate registered payable to: "TD Bank, N.A." and legal opinion furnished by Devine Millimet & Branch, PA to be conveyed on or before the closing date directly to TD Bank, N.A., Attn: Chris Emery, Closing Specialist Dept., 6000 Atrium Way, Mail Code: NJ5-002-155, Mount Laurel, NJ 08054. E-mailed scanned copy of signed note certificate to Jay Crepeau at TD Bank, N.A. is required no later than one day before the closing date.
- Initial funding on the closing date and repayment to TD Bank, N.A. at maturity must be completed by way of respective credit and debit entries to a TD Bank, N.A. Town of Exeter, NH DDA or Money Market Account.
- No closing costs or fees will be charged to the Town of Exeter, NH by TD Bank, N.A. Bond Counsel is retained by and compensated directly by the Town.

Name of Bidder: TD Bank, N.A.

Authorized Signature: 

Tel No.: (860) 652-6505

Print name: Jay Crepeau  
Title: Senior Municipal Lending Officer

**TOWN OF EXETER, NEW HAMPSHIRE**  
**(the "Issuer")**

**RESOLUTION OF GOVERNING BOARD**

The undersigned, at least a majority of the Board of Selectmen ("Governing Board") of the Issuer and the Treasurer of the Issuer hereby certify (i) that a meeting of the Governing Board of the Issuer was held with respect to the issuance of the Note (defined below); (ii) that notice of said meeting was afforded to said officers and the public in accordance with the provisions of RSA 91-A, as amended, and the applicable rules and bylaws of the Issuer, if any; (iii) that at least a majority of the Governing Board were present throughout said meeting; (iv) that the following roll call votes were adopted at said meeting, all as being in the best interests of the Issuer; and (v) that the resolutions set forth below have not been repealed, amended or rescinded as of the date hereof:

VOTED: To authorize the issuance of a \$3,500,000 General Obligation Bond Anticipation Note (the "Note") of the Issuer, which was heretofore authorized by the Issuer on March 12, 2024 such Note to be dated August 15, 2024;

VOTED: To sell said Note to the purchaser (the "Purchaser"), with the principal amounts, maturities, premium, if any, redemption provisions, if any, and interest rates specified on Schedule A, attached hereto and made a part hereof;

VOTED: To issue the Note in substantially the form set forth in Schedule B, attached hereto and made a part hereof;

VOTED: To authorize at least a majority of the Governing Board and the Treasurer to sign the Note or to have said signatures printed electronically or in facsimile on the Note and to affix the Issuer's seal thereto;

VOTED: To authorize the Treasurer to deliver the Note to the Purchaser against payment therefor;

VOTED: To authorize at least a majority of the Governing Board and the Treasurer to execute and deliver a Signature and No Litigation Certificate with Receipt, a No Arbitrage and Tax Certificate and IRS Form 8038-G in substantially the form presented to this meeting and such other documents as may be necessary or appropriate to accomplish the sale and delivery of the Note in accordance with the foregoing; and

VOTED: To authorize TD Bank, N.A. to serve as Paying Agent with respect to the Note.



**SCHEDULE A**

**Town of Exeter, New Hampshire  
\$3,500,000 General Obligation Bond Anticipation Note  
Dated August 15, 2024**

**Description of Terms and Purchaser(s) of Note**

<b><u>Note Number</u></b>	<b><u>Purchaser</u></b>	<b><u>Denomination</u></b>	<b><u>Interest Rate</u></b>	<b><u>Premium Paid By Purchaser (if any)</u></b>
R-1	TD Bank, N.A.	\$3,500,000	4.89%	N/A

Registered  
No. R-1

UNITED STATES OF AMERICA

Registered  
\$3,500,000

STATE OF NEW HAMPSHIRE  
TOWN OF EXETER

BOND ANTICIPATION NOTE

<u>Interest</u> <u>Rate</u>	<u>Maturity Date</u>	<u>Original Issue</u> <u>Date</u>
4.89%	August 15, 2025	August 15, 2024

REGISTERED OWNER: TD BANK, N.A.

PRINCIPAL AMOUNT: \$3,500,000

The Town of Exeter, New Hampshire (the "Issuer" or the "Town"), for value received, promises to pay to the Registered Owner of this Note, or registered assignee, the Principal Amount specified above in lawful money of the United States of America on the Maturity Date, upon presentation and surrender hereof, with interest calculated on the basis of a 360-day year comprised of twelve 30-day months, at the Interest Rate per annum payable on the Maturity Date. This Note will bear interest from the Original Issue Date.

This Note is issued by the Issuer pursuant to New Hampshire RSA 33:7-a and to votes of the Issuer at a meeting held on March 12, 2024 and to votes of the undersigned duly passed. This Note is issued for the purpose of financing the design, engineering and initial construction phase of a new police station and fire substation.

This Note may not be redeemed or prepaid prior to maturity.

This Note is transferable only upon the registration books kept by the Registered Owner, as Paying Agent and registrar.

## **250<sup>th</sup> Celebration Commission Charge**

**Exeter 250<sup>th</sup> Celebration Commission Charge Document**  
**Draft submitted July 22, 2024**

2026 will mark the United States' sescentennial anniversary of its Independence.

Exeter 250<sup>th</sup> Celebration Commission is established and tasked with organizing, arranging, and coordinating thematic tributes to the American Revolution, the 250th anniversary of the signing of the Declaration of Independence and the founding of the "Great Experiment" of democracy.

The Commission shall consist of six residents and a member of the Exeter Heritage Commission as voting members. The terms of the membership shall expire December 31<sup>st</sup> 2026. A Select Board member, Library representative, and Parks and Recreation Department representative shall participate as non-voting members.

The Commission shall consult and co-ordinate with the State of NH's American Revolution Sescentennial Commission established under RSA 17-S, Town Departments, area businesses, non-profit organizations and neighboring towns to ensure that the Town of Exeter site events under its established tasks.

The Commission shall Identify and pursue resources necessary to be appropriated in the Town's 2026 budget. These costs may include grant opportunities, associated matching funds, free and volunteer services and monetary donations accepted by the Select Board.

## **Tax Abatements, Veteran's Credits, Exemptions**

## **Permits & Approvals**



## **Town Manager's Report**

## **Select Board Committee Reports**

## Correspondence

*Town of Newfields  
65 Main Street  
Newfields NH 03856*



*[www.newfieldsnh.gov](http://www.newfieldsnh.gov)  
603-772-5070-phone  
603-772-9004-fax*

## **Abutters Notice Newfields Planning Board**

The Town of Newfields Planning Board will hold a public hearing on Thursday, August 8, 2024 at 7:00 pm at the Newfields Town Hall, 65 Main Street, Newfields, NH to discuss the following:

### **Subdivision Design Review-Derek Rugg, Trustee of the Olive Rugg Trust-Map 205 Lot 2 and Exeter Tax Map 10 Lots 1,2,3,4,5,6,7, Map 11 Lot 11 and Map 19 Lot 16**

A subdivision design review prepared by Emanuel Engineering and submitted by Copley Properties, LLC, 94 Portsmouth Ave Stratham NH on behalf of Derek Rugg, Trustee of the Olive Rugg Trust, 119 Piscassic Rd Newfields. The applicant proposes a 77-lot conservation subdivision. The property includes a large parcel in Newfields and nine smaller parcels in Exeter, with a combined size of 169.80 acres which was surveyed by James Verra and Associates, Inc. The property is in the Residential Agricultural District in Newfields.

Please note this is not the only item on the agenda for August 8, 2024 and it will not be first on the agenda.

Bill Meserve  
Planning Board Chair  
July 23, 2024



Pam McElroy &lt;pmcelroy@exeternh.gov&gt;

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**Fwd: Elderly exemption**

1 message

**Niko Papakonstantis** <npapakonstantis@exeternh.gov>

Wed, Jul 24, 2024 at 2:36 PM

To: Melissa Roy &lt;mroy@exeternh.gov&gt;, Pam McElroy &lt;pmcelroy@exeternh.gov&gt;

For the next packet

----- Forwarded message -----

From: **Niko Papakonstantis** <npapakonstantis@exeternh.gov>

Date: Wed, Jul 24, 2024 at 2:36 PM

Subject: Re: Elderly exemption

To: Donald Clement &lt;dclement43@comcast.net&gt;

Hi Don,

I hope you are well.

The SB will take this under advisement.

Thank you for providing the data from some of the neighboring towns. I imagine we will take this up at a future SB meeting.

Cordially,

Niko

On Wed, Jul 24, 2024 at 10:48 AM Donald Clement &lt;dclement43@comcast.net&gt; wrote:

I am asking the board to review the elderly exemption qualification's financial criteria

These numbers have not been updated for many years. In the past several years inflation has driven up the cost of living and to some extent income such as social security has also increased.

As a result the income and assets maximums for the elderly exemptions are less than they should be.

I have checked three Seacoast communities that are similar to Exeter in population and demographics.

Hampton total income single 42k married 75k total assets 250k

Durham total income single 47k married 65k total assets 200k

Portsmouth total income single 54k married 71k total assets 500k

Exeter is substantially under in every category. Time to update

Thanks for your time and consideration

Sent from my iPhone

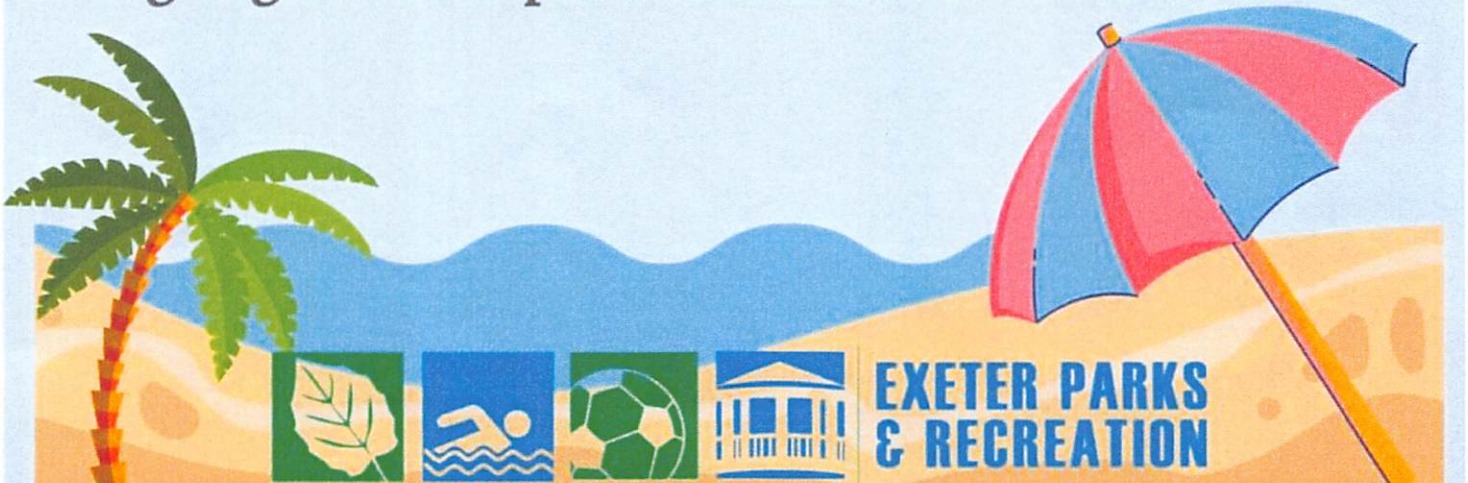
# National Parks and Rec Month Week 4



As Parks and Rec month comes to a close, we would like to highlight some statistics about the positive impacts Parks and Recreation has on communities

- “In the United States, 92 percent of adults say they experience a positive mental health boost after spending time at their local parks”
- “In the United States, 86 percent of adults believe it is helpful that they and their families have access to the outdoors and nature during stressful times”.
- “In the United States, 84 percent of adults seek high-quality parks and recreation when choosing a place to live”.

**These are just a few of the statistics taken from the National Parks & Recreation website which highlight the importance of Parks & Recreation!**







THE STATE OF NEW HAMPSHIRE  
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.  
Commissioner

July 26, 2024

David Rodrigue, P.E.  
Assistant Commissioner  
Andre Briere, Colonel, USAF (RET)  
Deputy Commissioner

Niko Papakonstantis, Chair Of Selectboard  
Town of Exeter  
10 Front Street  
Exeter, NH 03833

**Re: Exeter Highway Block Grant Aid – in Accordance with RSA 235:23  
Payment for Maintenance, Construction and Reconstruction of Class IV and V Highways**

Dear Mr. Papakonstantis:

The following is notification of State Highway Block Grant Aid available to your town in State Fiscal Year 2025 (July 1, 2024 thru June 30, 2025) based on estimated revenues through June 30, 2024. The Block Grant Aid payment includes highway revenue from Senate Bill (SB) 367 that was effective July 1, 2014. The total could possibly change based on final audited State Fiscal Year 2024 revenues. The resulting adjustment will be reflected in the April payment. Funding is anticipated to be available upon the availability and continued appropriation of funds in the future operating budget.

State Highway Block Grant Aid anticipated to be available to the Town of Exeter during Fiscal Year 2025 (July 1, 2024 to June 30, 2025) is as follows:

July 2024 Actual Payment:	\$96,098.61
October 2024 Actual Payment:	\$96,098.61
January 2025 Actual Payment:	\$64,065.74
April 2025 Estimated Payment:	\$64,065.73

**TOTAL FOR FY 2025: \$320,328.69**

In generalized terms and in accordance with statutory provisions for distribution of Apportionment "A" and SB 367 funds, a disbursement is made of approximately \$1,501 for each mile of Class IV and Class V highway inventoried by each municipality and approximately \$13 for each person residing in a municipality based on the state planning estimate of population. Apportionment "B" is distributed this year to 14 small towns under a somewhat more complicated formula as specified in RSA 235:23, which recognizes the economics of maintaining their Class V highway mileage when considered in relationship to their equalized valuation tax base.

Please contact us at 271-3344 if you have any questions.

Sincerely,

*C. R. Willeke*

C. R. Willeke, PE  
Municipal Highways Engineer  
Bureau of Planning and Community Assistance

*Town Manager's Office*

AUG 1 2024

*Received*

CRW/crw