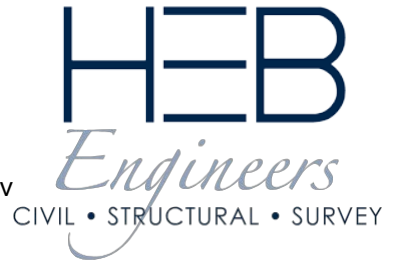


LETTER AGREEMENT



Date: September 1, 2020

Project No: 2015-059/002-003

To: Jim Wheeler
City of Berlin
168 Main Street
Berlin, NH 03570

Phone: (603) 752-7532
Email: jwheeler@berlinnh.gov

From: Christopher R. Fournier, PE

Email: cfournier@hebengineers.com

Re: Berlin Fire Station, 263 Main Street, Berlin, NH

Dear Jim,

We propose to render professional engineering services in connection with the **Berlin Fire Station, located at 263 Main Street in Berlin, NH** hereinafter called the "Project." You are expected to furnish us with full information as to your requirements, including any special or extraordinary consideration for the Project or special services as needed, and to make available all pertinent existing information.

Our additional scope of services is outlined in detail in the attached Exhibit A dated September 1, 2020.

See the General Provisions (Terms and Conditions) on the back of this page for a more detailed description of our and your obligations and responsibilities.

You will pay us for our services a lump sum of **\$36,100** and an estimated **\$22,300 for Alba Architects Subconsultant Fees**. See attached Exhibit A for a detailed description of our fees.

We would expect to start our services promptly after receipt of your acceptance of this proposal, and to complete our work as described in attached Exhibit A. If there are protracted delays for reasons beyond our control, we would expect to renegotiate with you the basis for our compensation in order to take into consideration changes in price indices and pay scale applicable to the period when our services are in fact being rendered. This proposal is void after 30 days.

This proposal, the attached Exhibit A, and the General Provisions represent the entire understanding between us in respect to this Project and may only be modified in writing and signed by both of us. If you agree with these arrangements, we would appreciate your returning a copy of this agreement **signed below and initialed on the attached General Provisions by an authorized representative**.

Accepted this _____ day of _____ 2020

Very truly yours,
HEB Engineers, Inc.

By: _____
Authorized Representative

By: 
Christopher R. Fournier

Printed Name and Title:

Title: Vice President

P:\Jobs\2015\2015-059 C.O. Berlin - Berlin Fire Station, 263 Main Street, Berlin, NH\Administration\Berlin Fire Station Design of Repairs Letter Agreement 09-01-20.docx

HEB Engineers, Inc. • www.hebengineers.com

New Hampshire: Office (603) 356-6936 • Fax (603) 356-7715 • PO Box 440 • 2605 White Mountain Highway • No. Conway, NH 03860
Maine: Office (207) 803-8265 • PO Box 343 • 103 Main Street • Suite 6 • Bridgton, ME 04009

GENERAL PROVISIONS

(Terms and Conditions)

Read & Initialed _____

Access to Site

Unless otherwise stated, the Client will provide access to the site for activities necessary for the performance of the services. HEB Engineers, Inc. (HEB) will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Fee

The total fee, except when stated as a lump sum, shall be understood to be an estimate, based upon Scope of Services. Where the fee arrangement is to be on an hourly basis, the rates shall be in accordance with our latest fee schedule. Reimbursable expenses will be billed to the Client at actual cost plus 15 percent.

Billings/Payments

Invoices for services will be submitted monthly and are due when rendered and shall be considered PAST DUE if not paid within 30 days of the invoice date. A monthly service charge of 1.5% of the unpaid balance (18% true annual rate) will be added to PAST DUE accounts. If the Client fails to make payment when due and HEB incurs costs to collect overdue sums, the Client agrees that all such collection costs shall be payable to HEB. Collections costs shall include, without limitation, legal fees, collection fees and expenses, court costs, and reasonable HEB staff costs at standard billing rates for HEB's time spent in collection efforts. If the Client fails to make payment when due or is in breach of this Agreement, HEB may suspend performance of services upon ten (10) calendar days' notice to the Client. HEB shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, HEB shall resume services and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense for HEB to resume performance. Retainers shall be credited on the final invoice. If the Client fails to make payment to HEB in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by HEB.

Indemnifications

The Client agrees, to the fullest extent permitted by law, to indemnify and hold HEB harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable, and arising from the project which is the subject of this agreement.

HEB agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by HEB's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom HEB is legally liable, and arising from the project which is the subject of this agreement.

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

Risk Allocation

In recognition of the relative risks, rewards and benefits of the project to both the Client and HEB, the risks have been allocated so that the Client agrees that, to the fullest extent permitted by law, to limit the liability of HEB to the Client, for any and all claims, losses, expenses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of HEB to the Client shall not exceed \$50,000, or HEB's total fee, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

Termination of Services

Either party may terminate this agreement for cause upon giving written notice to the other party not less than seven (7) calendar days' written notice for: substantial failure by the other party, assignment of this agreement or transfer of the project to any other entity without prior written consent, suspension of the project by the Client for more than ninety (90) days or material changes in condition necessitate such changes. In the event of termination, the Client shall pay HEB within 15 days for all services rendered to date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Instruments of Service

All reports, drawings, specifications, computer files, field data, notes, other documents and instruments prepared by HEB as instruments of service shall remain property of HEB. HEB shall retain all common law, statutory and other reserved rights, including the copyright thereto. HEB has the right to use photographs of the project site in all available marketing avenues.

Applicable Law

Unless otherwise specified, this agreement shall be governed by the laws of the State of New Hampshire.

Claims & Disputes

In an effort to resolve conflicts that arise during design or construction of the Project or following completion, the Client and HEB agree that all disputes in excess of \$5,000, arising out of or relating to this agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. Disputes under \$5,000 shall be decided by Small Claims Court.

Pollution Exclusion

Both parties acknowledge that HEB's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event HEB or any other party encounters any hazardous or toxic materials, or should it become known to HEB that such materials may be present on or about the jobsite that may affect the performance of HEB's services, HEB may, at its option and without liability for consequences or any other damages, suspend performance of the services under this agreement until the Client has abated the materials and the jobsite is in full compliance with all applicable laws and regulations.

Additional Services

Additional services are those services not specifically included in the scope of services stated in the agreement. HEB will notify the Client of any significant change in scope which will be considered additional services. The Client agrees to pay HEB for any additional services in accordance with our latest fee schedule.

Design Without Construction Phase Services

It is understood and agreed that if HEB's services under this agreement do not include project observation or review or any other construction phase services, that such services will be provided for by the Client. In this case, the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation. The Client waives any claims against HEB that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless HEB, its officers, directors, employees and subconsultants (collectively, HEB) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services. If the Client requests that HEB provide any specific construction phase services, and if HEB agrees in writing to provide such services, then they shall be compensated for as Additional Services as provided above, and such services shall become part of this agreement.

Change in Services

HEB's commitments as set forth in this Agreement are based on the expectation that all of the services described in this Agreement will be provided. In the event the Client later elects to reduce HEB's scope of services, the Client hereby agrees to release, hold harmless, defend and indemnify HEB from any and all claims, damages, losses or costs associated with or arising out of such reduction of services.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by HEB without obtaining the HEB's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against HEB and to release HEB from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless HEB from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits contractor or any subcontractors of any tier from making any changes or modifications to HEB's construction documents without the prior written approval of HEB and that further requires contractor and subcontractors to indemnify both HEB and the Client from any liability or cost arising from such changes made without such proper authorization.

Construction Observation

HEB shall visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and HEB, in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow HEB staff, as experienced professionals, to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.

Based on this general observation, HEB shall keep the Client informed about the progress of the Work and shall endeavor to guard the Client against deficiencies in the Work. If the Client desires more extensive project observation or full-time project representation, the Client shall request that such services be provided by HEB as Additional Services in accordance with the terms of this Agreement.

HEB shall not supervise, direct or have control over the Contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor for the Contractor's safety precautions or programs in connection with the Work. These rights and responsibilities are solely those of the Contractor in accordance with the Contract Documents.

HEB shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portion of the Work, or any agents or employees of any of them. HEB does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

Jobsite Safety

Neither the professional activities of HEB, nor the presence of HEB or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. HEB and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the Client, HEB and HEB's subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

Request for Clarification or Interpretation

The Contractor may, after exercising due diligence to locate required information, request from HEB clarification or interpretation of the requirements of the Contract Documents. HEB shall, with reasonable promptness, respond to each Contractor's requests for clarification or interpretation. However, if the information requested by the Contractor is apparent from field observations, is contained in the Contract Documents or is reasonably inferable from them, the Contractor will be responsible to the Client for all reasonable costs charged by HEB to the Client for the Additional Services required to provide such information.

Shop Drawing Review

HEB shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. HEB's review shall be conducted with reasonable promptness while allowing sufficient time in HEB's judgment to permit adequate review. Review of a specific item shall not indicate that HEB has reviewed the entire assembly of which the item is a component. HEB shall not be responsible for any deviations from the Construction Documents not brought the attention of HEB in writing by the Contractor. HEB shall not be required to review partial submissions or those for which submission of correlated items have not been received.

Rejection of Work

HEB shall have the authority to reject any Work that is not, in the judgment of HEB, in conformance with the Construction Documents or work plans. Neither this authority nor HEB's good-faith judgment to reject or not reject any Work shall subject HEB to any liability or cause of action to the Contractor, subcontractors or any other suppliers or person performing work on this project.

Record Drawings

If required and agreed upon between HEB and Client, upon completion of the Work, HEB shall compile for and deliver to the Client a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the Contractor. These Record Documents will show significant changes made during construction. Because these Record Documents may be based on unverified information provided by other parties, which HEB shall assume to be reliable, HEB cannot and does not warrant the accuracy of information provided by other parties.

Public Responsibility

Both the Client and HEB owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations and ordinances, principally to protect the public health and safety. The Client shall make no request of HEB that, in HEB's reasonable opinion, would be contrary to HEB's professional responsibilities to protect the public. The Client shall take all actions and render all reports required of the Client in a timely manner. Should the Client fail to take any required actions or render any required notices to appropriate public authorities in a timely manner, the Client agrees HEB has the right to exercise its professional judgment in reporting to appropriate public officials or taking other necessary action. The Client agrees to take no action against or attempt to hold HEB liable in any way for carrying out what HEB reasonably believes to be its public responsibility.

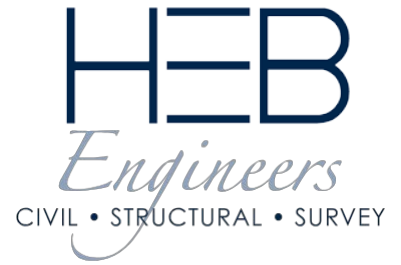
Delays

The Client agrees that HEB is not responsible for damages arising directly or indirectly from any delays for causes beyond HEB's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by HEB to perform its services in an orderly and efficient manner, HEB shall be entitled to a reasonable adjustment in schedule and compensation.

EXHIBIT A

SCOPE OF SERVICES
STRUCTURAL DESIGN
BERLIN FIRE STATION
263 MAIN STREET
BERLIN, NH



September 1, 2020

Prepared for: City of Berlin

Prepared by: HEB Engineers, Inc.

This Exhibit is attached to and becomes part of the Letter Agreement between HEB Engineers, Inc. (HEB), Engineer, and City of Berlin (Client) dated September 1, 2020. The purpose of the work is to provide professional engineering services for the rehabilitation of the Berlin Fire Station, located at 263 Main Street in Berlin, NH (the Project).

Project Understanding:

HEB Engineers prepared a Structural Assessment Report, dated December 9, 2015, which recommends significant rehabilitation. The City has bonded the rehabilitation construction at an estimated total of \$598,000. The general scope of work is as follows:

- Reconfigure the steel columns within the basement, including concrete footings, below the apparatus.
- Reinforce the first floor steel beams, below the apparatus.
- Repair the concrete foundation wall at the front of the building.
- Mill and perform partial depth repairs of the concrete floor slab.
- Consider overlaying the entire apparatus bay with Ultra High Performance Concrete (UHPC) as an alternative to a thicker traditional reinforced concrete overlay.
- Repair/replace the office window masonry lintel.
- Replace all windows.
- Replace roofing of station and tower, in-kind.
- Improve grading around the buildings, remove dividing retaining wall, and install underdrain at the rear of the station.
- Replace boiler.
- Demolish laundromat portion of neighboring building at 255 Main Street.
- 255 Main Street roof replacement, construction of wall infill, construct new stair, install new garage door.

Construction Drawings: HEB Phase 002

The purpose of this phase is to prepare construction drawings of the proposed rehabilitation. HEB will provide the following services for the project during this phase:

SURVEY

- Perform field survey of topography, boundary evidence, and site features within the project area.
- Research of subject and abutting parcels at Coös County Registry of Deeds
- Compile research and survey data into a basemap suitable for engineering design and permitting.

CIVIL

- Complete design of grading and drainage improvements and site layout features.
- Produce construction drawings for the scope of work understood above, including material specifications.
- Attend one (1) Planning Board Meeting to review the improvements.

STRUCTURAL

- Perform a site visit to observe and document the existing condition of the floor framing, to proceed with structural reinforcement design.
- Engage material testing consultant to perform concrete coring and strength testing of the floor and determine depth of existing steel framing.
- Study the benefits and costs of a UHPC slab overlay.
- Prepare Construction Drawings for the fire station floor reinforcement.
- Prepare Statement of Structural Special Inspections.
- Prepare Construction Drawings for storage building renovations including garage door and interior stair renovations.

ARCHITECTURAL

- Coordinate with Alba Architects (see attached scope of services – Phase I, II, III).

Deliverables will be: Construction Drawings and Statement of Structural Special Inspections.

Number of meetings attended will be: One (1) Planning Board Meeting

Number of site visits will be: One (1) site visit to observe existing conditions; one (1) to conduct survey.

Bidding Assistance: HEB Phase 003

The purpose of this phase is to advertise for contractor bids and coordinate the bid award. HEB will provide the following services for the project during this phase:

- Coordinate civil and structural engineering Construction Drawings with Alba Architects.
- Attend a pre-bid meeting on-site for interested contractors to familiarize them with the project and bidding process, as well as take questions regarding the Construction Documents.
- Produce addendum, as necessary, to clarify the Construction Documents.
- Receive and review bids at the bid opening. Check experience and references, as necessary.

- Make a formal recommendation to the City for the Contract award.
- Meet with City Official(s) and Contractor to sign the Contract.

ARCHITECTURAL

- Coordinate with Alba Architects (see attached scope of services – Phase IV).

Deliverables will be: Construction Documents, Addendum (as necessary), letter of recommendation for Contract award, and final Construction Documents.

Number of meetings attended will be: One (1) bid opening and one (1) meeting for Contract signing.

Number of site visits will be: One (1) pre-bid meeting.

Assumptions:

- It is understood that adjustments to the schedule, site visits, scope, and fee of this Agreement may become necessary as a result of future developments in the ongoing COVID-19 pandemic and that the parties' remedies, as outlined in Delays and Public Responsibilities sections of the General Provisions, apply to the current pandemic.
- Access to the building is available during regular business hours.
- Roof access equipment will be provided by City, if necessary.
- No record drawings are known to exist. HEB will not prepare record drawings as part of this project.
- No material samples will be taken and no laboratory testing will be completed.
- If demolition is required to view the structure, it will be performed by others with approval from Owner.
- Current and future apparatus weights will be provided by the City.
- HS-20 truck and tandem loading will be utilized to support the floor structure unless specific truck loading is requested by the City.
- We recommend the City obtain foundation design criteria from a geotechnical engineer. If no Geotechnical assessment is obtained an assumed soil bearing capacity of 1,500 psf will be used.
- The referenced building code is the State of New Hampshire Building Code, the International Building Code (IBC) 2015 (adopted by reference).
- Substantial revisions or changes in design by the Owner are not included in this Agreement. Revisions based on plan review by the local building official are not included.
- Construction administration services are not included in this Agreement but can be added through a separate Contract Amendment upon request.
- Delineation of jurisdictional wetlands are not anticipated, and are not included in this Agreement. These services can be provided as part of a Contract Amendment, if necessary.
- Field survey is anticipated to supplement the existing boundary surveys completed by others. This scope of work does not include a full boundary survey; however, HEB will field locate boundary evidence to incorporate into the basemap.

- State and Federal permitting (i.e. NHDES Wetlands) are not anticipated and are not included in this Agreement. If determined that permits are necessary, HEB can provide these services as part of a Contract Amendment, if desired.
- Structural special inspections are not included in this Agreement and are assumed to be provided by others. HEB can provide these services under a separate Contract Amendment to complete the site visits and documentation necessary to satisfy the Town Building Official.

Schedule: The proposed schedule for the work is as follows:

Project Timeline	Estimated Duration	Estimated Completion
<i>Agreement Execution</i>	<i>2 weeks</i>	<i>September 11, 2020</i>
002 Construction Drawings	4 months	January 15, 2021
003 Bidding Assistance	6 weeks	February 26, 2021

Fee: The estimated schedule of fees for the work, including travel, plus reimbursable expenses is as follows:

Phase	HEB Lump Sum Fees	Alba Architect Fees
002 Construction Drawings	\$33,500	\$19,500
003 Bidding Assistance	\$ 2,600	\$ 2,800
Project Totals	\$36,100	\$22,300

\$58,400

Project Management:

Mr. Christopher R. Fournier, PE, will be the project manager for this project. He will be responsible for client liaison, attend client meetings, and be in charge of all technical aspects of the work. The remainder of the project team will consist of engineers, technicians and administrators as needed for the successful completion of the work.

Agreement:

If this scope of work meets your requirements, please sign and return a copy of the attached letter agreement and we will consider it your authorization to proceed. This scope will be attached to it and become part of the agreement.

Thank you for the opportunity to present this proposal. We look forward to working with you on your project.

P:\Jobs\2015\2015-059 C.O. Berlin - Berlin Fire Station, 263 Main Street, Berlin, NH\Administration\Berlin Fire Station Design of Repairs ExA 09-01-20.doc

**PROPOSAL, PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES
BERLIN FIRE STATION
BERLIN, NEW HAMPSHIRE**

between the Client:

HEB Engineers

2605 White Mountain Highway
PO Box 440
North Conway, NH 03860

and the Architect:

Alba Architects LLP

PO Box 186, 137 Main Street
North Woodstock, NH 03262

made as of the 27th day of August in the year 2020

Alba Architects LLP are pleased to provide this Proposal for the consideration of Heb Engineers for Professional Architectural & Engineering Services with respect to the existing Berlin Fire Station located at 263 Main Street, Berlin, New Hampshire.

CONTENTS

- 1.0 **PROJECT UNDERSTANDING & SCOPE OF SERVICES**
- 2.0 **ANTICIPATED SCHEDULE**
- 3.0 **PROPOSED PROJECT TEAM**
- 4.0 **PROFESSIONAL FEES**
- 5.0 **ARCHITECTS RESPONSIBILITIES**

TERMS & CONDITIONS

1.0 PROJECT UNDERSTANDING & SCOPE OF SERVICES

Alba Architects understand the project to be addressed in various phases as noted below.

PHASE I	TOWER ROOF REPLACEMENT
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PROJECT UNDERSTANDING

- Project scope is limited to replacement of the bell tower roof and associated fascia and soffit.
- Existing condition is asphalt shingle with wood trims, replacement will be 'like for like'.
- Contractor will coordinate as necessary for any temporary removal of communication antennas.
- Alba Architects will conduct on-site measured verification of existing roof dimensions in order to produce an existing condition roof plan (Note, this is not a full set of existing condition drawings).

SCOPE OF SERVICES AND DELIVERABLES:

- Roof plan and associated details.
- Preparation of new roof material specifications and other associated specification sections.
- Issuance of bid package.

PHASE II	PARTIAL DEMOLITION OF NEIGHBORING BUILDING
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PROJECT UNDERSTANDING

- Project scope is limited to partial demolition of the neighboring building previously used as laundromat.
- Alba Architects will utilize an existing site survey (as produced by HEB) to indicate limits of demolition.

SCOPE OF SERVICES AND DELIVERABLES:

- Demolition plan and associated specification sections.
- Issuance of bid package.

PHASE III	ROOF, WINDOW & BOILER REPLACEMENT AND NEIGHBORING BUILDING RENOVATION
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IIIA ROOF REPAIR & REPLACEMENT

PROJECT UNDERSTANDING

- Scope is limited to roof replacement of existing fire department, excluding the bell tower roof previously addressed in Phase I, and the existing lower roof section adjacent to the bell tower.
- Existing condition is a built-up flat roof with stone ballast.
- New roofing will be EPDM membrane, either full adhered or mechanically fastened, suitable for flat roof applications.
- Alba Architects will conduct on-site measured verification of existing roof dimensions in order to produce an existing condition roof plan (Note, this is not a full set of existing condition drawings).

SCOPE OF SERVICES AND DELIVERABLES:

- Roof plan and associated details.
- Preparation of new roof material specifications and other associated specification sections.
- Issuance of bid package as part of all Phase III works.

IIIB WINDOW REPLACEMENT

PROJECT UNDERSTANDING

- Scope is limited to window replacement of existing fire department.
- Windows to be replaced with similar sized units based on existing masonry openings.
- The existing large openings to the single-story section of the building (to the left of the truck doors as viewed from Main Street) will be reconfigured to include a door opening.
- Alba Architects will conduct on-site measured verification of window sizes and operational intent, as well as sufficient existing condition drafting to locate and identify all windows.
- Bid documents will provide option for either replacement of windows to match current size (existing has some infill within the masonry opening), or to match dimensions of full masonry opening (more historically accurate).

SCOPE OF SERVICES AND DELIVERABLES:

- Building elevations indicating window locations.
- Window schedule and any associated details.
- Window specifications and other associated specification sections.
- Issuance of bid package as part of all Phase III works.

IIIC BOILER REPLACEMENT

PROJECT UNDERSTANDING

- The existing steam heating system boiler is antiquated and in need of replacement.
- Replacement will be 'like for like' replacement.
- It is understood that a district heating system is under consideration by the City, however this is outside the scope of these works. If an alternate approach is determined prior to design and engineering of this phase, professional fees associated with this phase can be re-tasked accordingly.

SCOPE OF SERVICES AND DELIVERABLES:

- Site Visit by mechanical engineer to ascertain complete system parameters as well as any ancillary equipment that should be considered for replacement / upgrade.
- Demolition mechanical plans.
- Proposed mechanical plans re-connecting to existing infrastructure.
- Equipment schedules and details as required.
- Mechanical specifications and other associated specification sections.
- Issuance of bid package as part of all Phase III works.

IIID ADJACENT BUILDING RENOVATIONS

PROJECT UNDERSTANDING

- Scope is limited to adjacent building, approx. 40' x 40' footprint to the southern end of parking area.
- Assumes neighboring section of building has been demolished under Phase II works.
- Alba Architects will conduct on-site existing conditions survey to allow for the preparation of existing conditions drawings that will be basis for renovations.

- Intent is to allow the main level of this building to be operational, conditioned space, utilized for fire department equipment storage. The upper level use is to be determined and renovated at a later date.
- Renovations will include (but not necessarily limited to):
 1. New roof, EPDM membrane (or equal), either full adhered or mechanically fastened.
 2. New garage doors to replace existing.
 3. New garage door to existing infilled section (adjacent to other existing doors).
 4. Window replacement.
 5. Address/upgrade exterior elevation exposed after neighboring building demolition.
 6. Installation of ceiling finish to main level space suitable for vehicle storage below.
 7. New stair to service future upper level renovations.
 8. General building cleanup of miscellaneous materials.
- Renovations to any mechanical, electrical, and plumbing systems are excluded at this time.

Deliverables:

- Existing Condition Drawings.
- Proposed Drawings with respect to the proposed renovations, and associated specification sections.
- Issuance of bid package as part of all Phase III works.

PHASE IV

BIDDING AND NEGOTIATIONS

SCOPE OF SERVICES AND DELIVERABLES:

- General oversight of bidding phase.
- On-site pre-bid walkthrough / meeting.
- Responses to Requests for Information during bidding.
- Review of submitted bids for completeness in accordance with bid documents.
- Coordination meeting with City.

The above assumes that the City of Berlin will place / advertise bid notices as per any internal procurement policy requirements.

PHASE V

CONSTRUCTION CONTRACT ADMINISTRATION

There is no scope of works currently associated with this phase. Professional fees for this phase will follow further discussion with the City to determine of the scope of services required.

Assumptions / Clarifications:

- Alba Architects understand that HEB Engineers has been retained to assist with all Civil and Structural Engineering and permitting. Alba Architects will coordinate with HEB Engineers accordingly.
- Assumes roof access equipment will be provided if necessary.
- All municipal bidding criteria / procurement documents will be provided by the City to include with associated bid packages.
- No Construction Administration included.

2.0 ANTICIPATED SCHEDULE

Alba Architects understands that works associated with Phase I and II could potentially be addressed in the Fall of 2020 and would issue bid documents within 4 weeks of notice to proceed.

It is anticipated that works under Phase III will be undertaken in the Spring of 2021 when coordination with structural floor upgrades would allow for the fire equipment to be temporarily relocated and not subject to inclement weather. Therefore, it is assumed that bidding of Phase III would happen in January of 2021 and issuance of bid documents would be in either late December 2020, or early January 2021.

3.0 PROPOSED PROJECT TEAM

Alba Architects has formed the team noted below along with key personnel assigned to each discipline who will remain with the project until completion. As Team Leader, Alba Architects will be responsible for the management and co-ordination of information throughout the project.

- Architecture, Team Leader & Contract Administrator:
ALBA ARCHITECTS LLP, North Woodstock, NH
key personnel, **STUART J. ANDERSON & PHILIP M. BENNETT**
- Mechanical Engineering:
ENGINEERING SERVICES OF VERMONT, Waterbury Center, VT
key personnel, **JERRY MARSHALL**

The above Project Team's Key Personnel have successfully worked together on various past projects and continue to do so on current projects.

4.0 PROFESSIONAL FEES

For all services as outlined in 1.0 Project Understanding and Scope of Services, Alba Architects proposes a total lump sum fee as follows:

Scope of Services	total
Phase I – Tower Roof Replacement	\$1,200
Phase II – Partial Demolition of Neighboring Building	\$1,200
Phase III – IIIA Roof Replacement	\$2,600
Phase III – IIIB Window Replacement	\$3,800
Phase III – IIIC Boiler Replacement	\$4,900
Phase III – IIID Adjacent Building Renovations	\$5,800
total, lump sum	\$19,500

Scope of Services	total
Phase IV – Bidding	\$2,800
total, lump sum	\$2,800

Scope of Services	total
Phase V – Construction Contract Administration	<i>to be determined</i>
total, lump sum	<i>to be determined</i>

ASSUMPTIONS / CLARIFICATIONS:

1. Professional Fees are based on the Project Understanding in section 1.0, should the project differ significantly from this, the Architect reserves the right to revise this proposal accordingly.
2. The above fee excludes any and all Civil and Structural Engineering.
3. Professional Fees noted above excludes permitting application fees.
4. Professional Fees noted above exclude standard reimbursable expenses.

REIMBURSABLE EXPENSES (per item unless noted otherwise)	
<i>expenses item</i>	<i>cost</i>
Large Scale Prints & Photocopies	\$5.00
11" x 17" Prints & Photocopies	b & w \$1.00, color \$1.50
8.5" x 11" Prints & Photocopies	B & w \$0.25, color \$1.00
Travel	at IRS allowance
Long Distance Phone Calls, Postage & Shipping, External Consultancy & Fees	at cost

ADD ALTERNATE **EXISTING CONDITION DRAWINGS**

The above scope of works requires the gathering of existing condition information to establish a level of existing condition drawings from which proposed works will be based on. The above scope does not require a complete set of existing condition drawings, however, for an additional fee of \$1,200, a complete set of existing plans, sections and elevations could be provided as a benchmark for future reference or any future proposed works.

5.0 ARCHITECTS RESPONSIBILITIES

The Architect shall provide the professional services set forth in this Proposal 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.

Respectfully submitted,



Stuart J. Anderson
partner, alba architects llp

August 27, 2020

date

accepted by

printed name

date

signature

GENERAL PROVISIONS (TERMS & CONDITIONS)

FEE: The total fee, except where stated as a lump sum, shall be understood to be an estimate, based upon Scope of Services. Where the fee arrangement is to be on an hourly basis, the rates shall be those that prevail at the time services are rendered.

BILLINGS/PAYMENTS: Invoices will be submitted monthly by Alba Architects, in Alba Architects standard format, to the Client for services and reimbursable expenses and, unless other mutually satisfactory arrangements have been made between the Client and Alba Architects, are due upon receipt. The invoices shall be considered past due if not paid within 30 days after the invoice date and Alba Architects may, without waiving any claim or right against the Client, and without liability whatsoever to the Client or others, suspend the performance of services. A finance charge will be assessed in the amount of 1.5% per month on unpaid balances. In any portion of the account remains unpaid 60 days after billing, the Client shall pay Alba Architects collection costs, including reasonable attorney's fees. If the Client fails to make payment to Alba Architects in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination.

INFORMATION PROVIDED BY OTHERS: The Client shall furnish, at their own expense, all information, requirements, reports, data, surveys and instructions required by this agreement. Alba Architects may use all such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

ACCESS TO SITE: Unless otherwise stated, Alba Architects will have access to the Site for activities necessary for the performance of the services, such access will be arranged by the Client. The Client understands that use of testing or other equipment may unavoidably cause some damage, Alba Architects will take precautions to minimize damage due to these activities, but shall not be held responsible for the restoration of any resulting damage.

JOBSITE SAFETY: Neither the professional activities of Alba Architects, nor the presence of Alba Architects and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. Alba Architects and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, Alba Architects, and Alba Architects consultants shall be indemnified and shall be made additional insured under the General Contractor's general liability insurance policy.

HIDDEN CONDITIONS AND HAZARDOUS MATERIALS: A condition is hidden if it cannot be investigated by reasonable visual observation or records reviewed as customary in the performance of the services being rendered. If Alba Architects has reason to believe that such a condition may exist, Alba Architects shall notify the Client who shall authorize and pay for costs associated with the investigation of such a condition and, if necessary, costs necessary to correct said condition. If (1) the Client fails to authorize such investigation or correction after due notification, or (2) Alba Architects has no reason to believe that such a condition exists, the Client is responsible for all risks associated with this condition, and Alba Architects shall not be responsible for the existing condition nor any resulting damages to persons or property. Unless specifically agreed upon prior to the commencement of service, Alba Architects shall have no responsibility for the discovery, presence, handling, removal, disposal, or exposure of persons to hazardous materials of any form.

VERIFICATION OF EXISTING CONDITIONS: Inasmuch as the remodeling and/or rehabilitation of the existing structure requires that certain assumptions be made by Alba Architects regarding existing conditions, and because some of these assumptions may not be verifiable without the Client's expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Alba Architects and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with this Project, excepting only those damages, liabilities or costs attributable to the sole negligence and willful misconduct by Alba Architects.

CONSTRUCTION OBSERVATION: The Client hereby retains Alba Architects to visit the site at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by the Client and Alba Architects, in order to observe the progress and quality of the work completed by Contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the Contractor's work but rather are to allow Alba Architects to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the design.

ADDITIONAL SERVICES: Services not explicitly detailed in this Agreement will be considered additional and subject to increased project fees. Additional services will not be provided without the Client's prior authorization to proceed.

SUBCONSULTANTS: Alba Architects may use the services of subconsultants when, in Alba Architects sole opinion; it is appropriate and customary to do so.

TIMELINESS: Alba Architects will perform its services with due diligence consistent with sound professional practices.

GENERAL PROVISIONS (TERMS & CONDITIONS)(CONT.)

DESIGN WITHOUT CONSTRUCTION PHASE SERVICES: It is understood and agreed that if Alba Architects services under this agreement do not include construction phase services, that such services will be provided for by the Client. In this case, the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation. The Client waives any claims against Alba Architects that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Alba Architects and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of the performance of such services. If the Client requests that Alba Architects provide any specific construction phase services, then they shall be compensated for as Additional Services as provided above, and such services shall become part of this agreement.

DEFECTS IN SERVICE: The Client shall promptly report to Alba Architects any suspected defects in services of which the Client becomes aware, so that Alba Architects may take measures to minimize the consequences of the defect. Failure by the Client and the Client's contractors to notify Alba Architects shall relieve Alba Architects of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

UNAUTHORIZED CHANGES: In the event that the Client consents to, allows, authorizes, or approves of changes to any plans, specifications, or other documents, and Alba Architects does not approve these changes in writing, the Client recognizes that such changes and results thereof are not the responsibility of Alba Architects. Therefore, the Client agrees to release Alba Architects from any liability arising from the construction, use, or result of such changes.

DELAYS: Alba Architects is not responsible for delays caused by factors beyond Alba Architects reasonable control. When such delays beyond Alba Architects reasonable control occur, the Client agrees that Alba Architects is not responsible for damages, nor shall Alba Architects be deemed to be in default of this Agreement.

INDEMNIFICATIONS: Alba Architects and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damage, liability or cost to the extent caused by their own negligent acts, errors or omissions and those of anyone for whom they are legally liable, and arising from the project that is the subject of this agreement. Neither party is obligated to indemnify the other in any manner whatsoever for the other's own negligence.

RISK ALLOCATION: To the maximum extent permitted by law, Alba Architects total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the limits of insurance coverage. Such causes include, but are not limited to, Alba Architects negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

CONSEQUENTIAL DAMAGES: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or Alba Architects, their employees, agents, subconsultants, or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

DISPUTE RESOLUTION: Any claim or dispute between the Client and Alba Architects shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s).

GOVERNING LAW: The Client and Alba Architects agree that all disputes arising out of or in any way connected to this Agreement, its validity, interpretation and performance, and remedies for breach of contract, or any other claims related to this Agreement shall be governed by the laws of the State of New Hampshire.

ASSIGNMENT: Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

EXTENT OF AGREEMENT: This Agreement comprises the final and complete agreement between the Client and Alba Architects. It supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each party has read the document thoroughly, has had any questions explained by independent counsel, and is satisfied. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and Alba Architects.

TERMINATION: Either party may terminate this Agreement upon 10 calendar day's written notice. In the event of termination, the Client shall pay Alba Architects for all services rendered to the date of termination, and reasonable termination expenses.

SEVERABILITY: Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.

OWNERSHIP OF DOCUMENTS: All documents produced by Alba Architects under this Agreement shall remain the property of Alba Architects and will not be used by the Client for any other endeavor without the consent of Alba Architects. The Client agrees to indemnify and hold harmless Alba Architects from any claims that arise due to the reuse, or misuse of the work documents. Alba Architects has the right to use photographs of the project site in all available marketing avenues. Electronic Computer Aided Design Documents (CADD), remain the property of Alba Architects and may be provided at the sole discretion of Alba Architects. CADD files that are released, will only be done so upon the execution of an Electronic File Transfer Agreement, and additional fees may apply for the release of the documents.