

**NEW NORTH HAMPTON PUBLIC LIBRARY
NORTH HAMPTON, NEW HAMPSHIRE**

**AGREEMENT BETWEEN OWNER AND ARCHITECT
FOR**

PRE-BOND VOTE SERVICES

Agreement Made as of the Fifth day of December in the year of
Two Thousand and Sixteen.

Between the Owner: North Hampton Library Board of Trustees
c/o Kelly Parrott, Trustee Chair
North Hampton Public Library
237A Atlantic Avenue
North Hampton, New Hampshire 03862

And the Architect: Lavallee Brensinger Architects
155 Dow Street, Suite 400
Manchester, New Hampshire 03101
(Referred to in the Agreement as LBA)

For the Following Project:

The New North Hampton Public Library, North Hampton, New Hampshire. The Scope of Work is understood to include: A new library, approximately 10,000 square-foot; including all site related engineering and design for a total project target budget of \$2,200,000.

The Owner and Architect Agree As Set Forth Below:

Phase I Services:

1. LBA will meet with the Trustees, Director, and/or Library staff to revise existing Owner program data and assist the Owner in the preparation of a final building program upon which to base the preliminary design.
 - a. LBA will provide a written list of program spaces
 - b. LBA will provide organizational diagrams to describe the library spatial adjacencies and functional uses
 - c. LBA will provide concept floor plan sketches depicting the preferred library layout.
2. LBA will assist the Owner in developing a schedule appropriate to the design and presentation of the library proposal. Both LBA and the Owner shall provide needed information in a timely fashion and work together in order to maintain a reasonable schedule. Final preliminary design (Phase I and II

Services) for review by Town departments will be completed by June 30, 2017 to meet regularly scheduled Town meetings required for placement of the project on the March 2018 ballot.

3. The proposed site is currently unknown, and may be the "Homestead property" abutting the existing library property. LBA will utilize existing surveys and soils investigations, from independent consultants previously engaged directly by the Town, as required for preliminary building and site design studies and cost budgeting. LBA will assist the Owner in selecting and coordinating the work of the independent site consultants.

Phase II Services:

4. LBA will deliver floor plans, 2 exterior building perspectives, 1 interior spatial perspective, and narratives depicting and describing the library design.
5. LBA will meet with the Owner to discuss marketing, fundraising, and community presentation strategies. LBA will advise the Owner on various strategies that have been successful in previous projects and will assist in the development of a marketing and public information plan. LBA will assist in the preparation of promotional information and materials. LBA will attend fundraising discussion meetings with potential donors.
6. LBA will prepare outline descriptions of proposed new heating, air-conditioning, ventilation, fire protection, and electrical systems. All systems will consider "green" and sustainable design strategies. The project will not be registered for LEED or any other third party "green" certification.
7. LBA will arrange meetings with local authorities such as building, fire and police departments to present the proposal, and obtain any comments or concerns voiced by the authorities having jurisdiction.
8. LBA will assist the Owner in soliciting proposals from interested construction managers, and will assist the Owner in reviewing, interviewing and executing an Owner/Construction Manager Agreement for the purpose of estimating the project. LBA will collaborate with the Owner's Construction Manager on the development of a Guaranteed Maximum Price for the preferred design solution.

Phase I and II Services – General Scope of Work

9. LBA will meet with the Owner periodically throughout the Phase I planning and Phase II design process to review the progress and make project decisions. It is intended to meet twice a month starting after January 02, 2017 through June 30, 2017. This will include same-day meetings with the community, Budget Committee and Board of Selectmen and the Town Meeting in March 2018 to assist the Trustees with gaining voter support. As with all public referendum votes, there is no implied guarantee of success at the polls.
10. LBA and its consultants shall not be responsible for the investigation, discovery, detection, identification, presence, leakage, discharge, release, use, handling, disposal, encapsulation, abatement, treatment, or removal of, or exposure of a person or persons to hazardous materials, pollutants, contaminants, or disease transmitting organisms, pre-existing or otherwise deposited in any form at the project, indoors or outdoors, at any time before, during or after construction, including but not limited to volatile organic compounds, petroleum products, bacteria, molds, fungus, asbestos or asbestos products, lead, radon, electro-magnetic frequency radiation or other radiation. However, LBA shall promptly notify Owner if LBA or any of its consultants discover any such conditions or evidence indicating the presence thereof.
11. LBA's observations regarding site and/or existing surrounding buildings shall be considered preliminary and subject to further study during the future development of the project (post referendum scurries). The Owner will furnish copies of available existing site and building plans for LBA's use. The

Architect's assessment of existing building systems and conditions shall be limited to preliminary observations and shall not be considered thorough inspections, engineering investigations or final evaluations.

- 12. LBA shall be retained to serve as the Architect of Record following a successful vote.
- 13. LBA's project representative will be Ron Lamarre AIA, who will attend all meetings referenced above.

Basis of Compensation

LBA will provide all Phase I services outlined in this Agreement, on the basis of the following fixed fee:
Ten Thousand Dollars (\$10,000.00)

LBA will provide all Phase II services outlined in this Agreement, on the basis of the following fixed fee:
Ten Thousand Dollars (\$10,000.00)

Please note the following qualifications:

- ~ The above fee includes traditional reimbursable expenses for the Pre-bond service phase of the Work.
- ~ Engineering surveys and soils investigations may be necessary during the Pre-bond services; which is understood to be available from existing site documents previously prepared for the Town. After a successful Town Vote, during the next phase of the project, these investigations will be updated and prepared by a geotechnical engineer working as independent consultants to provide the Owner and Architect with documents for use in the final construction documents.
- ~ Should the Pre-bond Scope of Services defined herein be significantly increased, or should the Trustees or Town postpone the Project beyond the March 2018 Town Vote, fees identified herein shall be subject to fair and reasonable adjustment agreeable to both parties.
- ~ It is understood that LBA will work diligently to prepare design information for review by the Trustees and other interested parties identified by the Trustees. The Owner agrees to provide timely reviews and decisions.

OWNER

ARCHITECT
