



JOINT BUILDING COMMITTEE – GARRISON SCHOOL MEETING NOTICE

Meeting Type:	Regular Meeting
Meeting Location:	Supt Conference Room, McConnell Center
Meeting Date:	Tuesday, September 27, 2016
Meeting Time:	5:00 P.M.

1. Call to Order and Roll Call
2. Citizens' Forum
3. Site Restrictions Update
4. Update from Harriman
 - Refine Concept Alternative
 - Opinion of Costs—Draft 2
 - Develop Energy Analysis of Existing Building
 - Develop Recommendations
 - Other
5. AIA Contract-Final Version
6. Website Update
7. Approval of Meeting Minutes of 9/8/16
8. Manifest Approval
9. Review Action Items
10. Matters of Interest
11. Build Next Agenda
12. Adjournment



Document B102™ – 2007

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the seventh day of September in the year 2016
(In words, indicate day, month and year.)

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

Dover School District
61 Locust Street, Suite 409
Dover, New Hampshire 03820

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

Harriman Associates
46 Harriman Drive
Auburn, Maine 04210

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

Dover School District, Garrison Elementary School Facilities Study
Dover, New Hampshire

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

TABLE OF ARTICLES

- 1 ARCHITECT'S RESPONSIBILITIES
- 2 OWNER'S RESPONSIBILITIES
- 3 COPYRIGHTS AND LICENSES
- 4 CLAIMS AND DISPUTES
- 5 TERMINATION OR SUSPENSION
- 6 COMPENSATION
- 7 MISCELLANEOUS PROVISIONS
- 8 SPECIAL TERMS AND CONDITIONS
- 9 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2)

| See Exhibit A – Harriman proposal letter dated May 23, 2016

§ 1.2 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.

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

§ 1.4 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.

§ 1.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

| \$2,000,000 each occurrence

.2 Automobile Liability

| \$1,000,000 per occurrence covering bodily injury and property damage. This hired and non-owned automobile liability insurance covers vehicles used by the Architect that are not owned by the firm.

.3 Workers' Compensation

| \$500,000 each accident/\$500,000 each employee

.4 Professional Liability

\$2,000,000

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 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. 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.

§ 2.2 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.

§ 2.3 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 consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated 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 maintain professional liability insurance as appropriate to the services provided.

§ 2.4 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.

§ 2.5 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.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 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. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 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.

§ 3.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. 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 material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Sections 5.3 and 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, 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

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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 3.3.1.

§ 3.4 Except for the licenses granted in this Article 3, 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.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement 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 4.1.1.

§ 4.1.2 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 A201-2007, General Conditions of the Contract for Construction, if applicable. 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.

§ 4.1.3 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 5.7.

§ 4.2 MEDIATION

§ 4.2.1 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.

§ 4.2.2 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 the Agreement. A request for mediation shall be made in writing, delivered to the other party to the 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.

§ 4.2.3 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.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, 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.)

[X] Arbitration pursuant to Section 4.3 of this Agreement

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[] Litigation in a court of competent jurisdiction

[] Other (*Specify*)

§ 4.3 ARBITRATION

§ 4.3.1 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.

§ 4.3.1.1 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.

§ 4.3.2 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.

§ 4.3.3 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.

§ 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 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).

§ 4.3.4.2 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.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 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 Architect shall be paid 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.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the

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interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 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.

§ 5.4 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.

§ 5.5 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.

§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.7.

§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 5.8 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 3 and Section 6.3.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect for services described in Section 1.1 as set forth below, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

| Fifty-three thousand, five hundred dollars (\$53,500)

§ 6.2 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 6.2.1 Reimbursable Expenses are in addition to compensation for the Architect's professional 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 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, 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, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

| § 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of ten percent (10 %) of the expenses incurred.

§ 6.3 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 5.5, or the Architect terminates this Agreement under Section 5.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of the Project as follows:

| Owner shall not use Architect's Instruments of Service without written authorization from the Architect.

§ 6.4 PAYMENTS TO THE ARCHITECT

| § 6.4.1 Not used.

| § 6.4.2 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 bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

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

| One and one-half monthly/Eighteen annually % 1.5% mo./18% annually

| § 6.4.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

| § 6.4.4 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

| § 7.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

| § 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

| § 7.3 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.

| § 7.4 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.

| § 7.5 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.

| § 7.6 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.

| § 7.7 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.

§ 7.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

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

If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

Notwithstanding the foregoing, neither party shall be liable for any disclosure of "confidential" or "business proprietary" information or information related to the Project if the information (i) is publicly available at the time of disclosure or becomes publicly available other than by breach of this Agreement; (ii) is known to the receiving party at the time of disclosure; (iii) is subsequently rightfully obtained from a third party on an unrestricted basis; or (iv) is a public record or governmental record under New Hampshire law.

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 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 Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201–2007, Digital Data Protocol Exhibit, if completed, or the following:

NA

- .3 Other documents:

(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

Exhibit A – Harriman proposal letter dated May 23, 2016

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

OWNER

ARCHITECT

(Signature)

(Signature)

Mark D. Lee Principal

(Printed name and title)

(Printed name and title)

Init.

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Additions and Deletions Report for

AIA[®] Document B102[™] – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:51:49 on 09/19/2016.

PAGE 1

AGREEMENT made as of the seventh day of September in the year 2016

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Dover School District
61 Locust Street, Suite 409
Dover, New Hampshire 03820

...

Harriman Associates
46 Harriman Drive
Auburn, Maine 04210

...

Dover School District, Garrison Elementary School Facilities Study
Dover, New Hampshire

PAGE 2

See Exhibit A – Harriman proposal letter dated May 23, 2016

...

\$2,000,000 each occurrence

...

\$1,000,000 per occurrence covering bodily injury and property damage. This hired and non-owned automobile liability insurance covers vehicles used by the Architect that are not owned by the firm.

...

\$500,000 each accident/\$500,000 each employee

PAGE 3

\$2,000,000

PAGE 4

[X] Arbitration pursuant to Section 4.3 of this Agreement

PAGE 6

Fifty-three thousand, five hundred dollars (\$53,500)

...

§ 6.2.2 For Reimbursable Expenses, the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus an administrative fee of ten percent (10 %) of the expenses incurred.

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Owner shall not use Architect's Instruments of Service without written authorization from the Architect.

...

§ 6.4.1 ~~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. Not used.~~

§ 6.4.2 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 bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

One and one-half monthly/Eighteen annually % 1.5% mo./18% annually

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If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

Notwithstanding the foregoing, neither party shall be liable for any disclosure of "confidential" or "business proprietary" information or information related to the Project if the information (i) is publicly available at the time of disclosure or becomes publicly available other than by breach of this Agreement; (ii) is known to the receiving party at the time of disclosure; (iii) is subsequently rightfully obtained from a third party on an unrestricted basis; or (iv) is a public record or governmental record under New Hampshire law.

...

NA

...

Exhibit A – Harriman proposal letter dated May 23, 2016

...

Mark D. Lee Principal

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:51:49 on 09/19/2016 under Order No. 7057097157_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B102™ – 2007, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



**DOVER SCHOOL
DISTRICT**

JOINT BUILDING COMMITTEE – GARRISON SCHOOL MINUTES

Meeting Type:	Regular Meeting
Meeting Location:	Superintendent's Conference Room
Meeting Date:	Thursday, September 8, 2016
Meeting Time:	5:30 p.m.

- I. CALL TO ORDER AND ROLL CALL:** A meeting of the Garrison School Joint Building Committee was called to order on Thursday, September 8, 2016 at 5:31 p.m. in the Superintendent's Conference Room at the McConnell Center by JBC Chairperson Betsey Andrews Parker. In addition to Ms. Andrews Parker, present JBC members included, Keith Holt, Jan Nedelka, Dennis Ciotti and Steve Haight. Ms. Weston arrived at 5:35 p.m. Joe Nicolella resigned from the City Council due to out of state employment and Mr. Ciotti was approved by the City Council as his replacement. Also in attendance were Garrison Principal Beth Dunton, Business Administrator Libby Simmons, CW Services Manager Jeff White, and Mark Lee and Dan Bisson from Harriman Architects. Superintendent Elaine Arbour arrived at 6:00 p.m.
 - II. CITIZENS' FORUM:** No one addressed the JBC.
 - III. APPROVAL OF MEETING MINUTES OF 7/7/16:**

Jan Nedelka moved, Keith Holt seconded to approve the meeting minutes of July 7, 2016. An oral **VOTE PASSED 4/0. (Ciotti abstained)**
 - IV. APPROVE JULY AND AUGUST CAPITAL IMPROVEMENT SUMMARIES AND STATUS UPDATE:** Jan Nedelka moved, Dennis Ciotti seconded to approve the Capital Improvement Summaries and Status Report. An oral **VOTE PASSED 5/0.**
 - V. MANIFEST APPROVAL:** Jan Nedelka moved, Steve Haight seconded to approve the manifest. A roll call **VOTE PASSED 5/0. (Weston abstained)**
 - VI. UPDATE FROM HARRIMAN:** Mr. Bisson shared information that they found from talking with the City Assessor's office including the plot plans with lot lines. Mr. Lee stated that multiple people searched documents and files to determine possible site restrictions. In addition, Marge Schoonmaker from the DOE was contacted and she verified that there was nothing out of the ordinary that she found regarding site restrictions. She added that ball fields were paid with federal funds and if they are moved, a space needs to be found on the same site with the same dimensions or the money will need to be repaid. Mr. Lee clarified that the restriction is for open recreation spaces. He believes that this can be converted to a different location that has an equal or greater value of land and does not need to be the same outdoor recreation, but does need to be used for outdoor recreation. He added that he believes that this land can be located anywhere in the city. Ms. Weston recommended that Mr. Bisson and Mr. Lee meet with Mr. Parker and view the maps. Mr. Ciotti's recollection is that if the money is used for recreation and is tied to a public school, the gym renovation was allowed. If this is the case, then possibly the recreation building could be expanded, but not the classrooms. Architect Gary Goodreau was also contracted to determine if he knew of past site restrictions, to which he did not. Mr. Lee stated that they have not found any restrictions in all of their research.
- Mr. Lee presented a revised scheme drawing (Option D) based on what could be done that wouldn't encroach on areas if there are restrictions on the site. There is a net addition of 5 room with the revised scheme.



**DOVER SCHOOL
DISTRICT**

JOINT BUILDING COMMITTEE – GARRISON SCHOOL MINUTES

Meeting Type:	Regular Meeting
Meeting Location:	Superintendent's Conference Room
Meeting Date:	Thursday, September 8, 2016
Meeting Time:	5:30 p.m.

Mr. Lee stated that the revised scheme provides an option if funding is restricted.

Dr. Arbour stated that Garrison School is the only school that can be expanded at this point.

Ms. Andrews Parker commented that it seems that the committee prefers Option A and until the committee hears differently, they prefer the option that allows goals to be met. All members were in agreement that the loop for traffic in Option A is a benefit. Mr. Ciotti added that there is an allowance for parking in open space. There just needs to be access to the area and this would be taken into consideration when determining parking.

Mr. Bisson provided a facilities analysis and explained needs to bring the building up to standards. These are included in the presentation that is archived with these minutes.

Mr. Lee reviewed construction costs which were approximately \$200 per square foot not including site costs which is consistent with school projects in general.

Option A is a much higher cost than the revised scheme option. Priorities would need to be established to see what can actually be afforded.

Ms. Andrews Parker stated that the budget is only a placeholder and there may be an opportunity to revise the CIP. Ms. Weston stated that the School District would need to be able to fund the debt service for the GES project.

Mr. Lee stated that the approximate cost of Option A would be about \$1 million more in construction costs than the revised scheme (\$1.6 million more for total project). The revised scheme would be approximately \$9.8 million versus \$11.4 million for option A. The JBC currently has a \$6.9 million budget.

Mr. Haight stated that life safety issues, entry, and possibly negotiate with Harriman for reduced fee would be in a \$6.9 million budget. (no classroom additions).

Mr. Lee reiterated that interior renovations to classroom wings, renovate the office area and a new entrance would most likely be approximately \$7.18 million. This would be a net loss of 1 classroom and not the choice of the committee.

Dr. Arbour asked if it would make sense to leave the entry way and add extra classrooms. Mr. Lee responded that additional parking will not be available if the entry remains as is. Mr. Haight added that a secure entrance is needed and should be a priority. He continued to summarize that there is enough funding to renovate the building but it doesn't provide any immediate future ability to expand. He is not in favor of overspending, but believes that the city council should be contacted to determine if there is any additional funding for the project.

Ms. Andrews Parker agreed and added that a renovation will not meet the future educational needs of the students and would prefer to do it right the first time.



**DOVER SCHOOL
DISTRICT**

JOINT BUILDING COMMITTEE – GARRISON SCHOOL MINUTES

Meeting Type:	Regular Meeting
Meeting Location:	Superintendent's Conference Room
Meeting Date:	Thursday, September 8, 2016
Meeting Time:	5:30 p.m.

Mr. Holt stated that the committee is in a good place since there are options. They can do any of 4 phases depending on funding. 1. Address renovations, 2. Additional classrooms, 3. Improve further, 4. Do all and meet the needs. If all can't be done, a phased approach may be necessary.

Mr. Nedelka agreed with the phased approach to the process. He would prefer to renovate for 21st century environment in the existing space, then to add classrooms if that is the choice. Much would depend on the long term vision of the School Board and elected bodies should be contacted regarding the decision.

Ms. Weston commented that she would like to see additional classrooms also but it will be difficult to sell above and beyond and would prefer a phased approach. When the budget was adopted, the guidance given to the School Board was to come in with a tax cap budget with an increment for the high school because there have never been two capital projects going on at the same time in the City of Dover. She would like to see life safety issues addressed because this was the charge of the committee. Site restrictions also need to be determined. She questioned the effect of value engineering on the cost of the project. Mr. Lee responded that sometimes value engineering can achieve a savings of up to 5% depending on the construction costs which probably isn't enough to substantially change the scope of the project.

Dr. Arbour stated that CIP is the primary topic of an upcoming Joint Fiscal Committee meeting. Ms. Weston added that the CIP is being presented to the City Council on October 5.

Mr. Ciotti commented that the JBC was formed in order to renovate Garrison School, not to address future needs or add classrooms which would be another issue.

Ms. Andrews Parker commented that Harriman was asked to plan for future options and additional classrooms can be taken off the table for now. Educational issues are not being addressed. Responsibility of the JBC would be to make plans for now and also what needs to be done in the future. This is one of the reasons that she does not like the revised scheme option (D). Option A without additional classrooms is the option that would most address needs at this point.

Mr. Holt asked Harriman to cost out items in phases so that discussions can take place for achievement, something more or optimal results.

Dr. Arbour asked what the finished product will look like so that phasing can be done properly and not make additional work and higher cost in the future. Mr. Lee stated that Harriman had not looked at it from a phasing point of view and noted that the first phase must be the renovation.

Ms. Weston commented that if the committee is fiscally careful, more may be able to be accomplished as was the case with the Horne Street School renovation.

Mr. Haight summarized and asked Harriman to show how Option A (with the extra classrooms) can be achieved with the phasing process. Mr. Holt added that selling points will be needed to back this up. Mr. Ciotti stated that the city needs a 10-20 year projection of what is projected.



**DOVER SCHOOL
DISTRICT**

JOINT BUILDING COMMITTEE – GARRISON SCHOOL MINUTES

Meeting Type:	Regular Meeting
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Meeting Time:	5:30 p.m.

- VII. AIA CONTRACT UPDATE:** The contract has been completed and reviewed by the District attorneys. Timeline dates need to be adjusted due to some date changes. Mr. Lee reviewed the changes with the committee and will amend the contract and return to the JBC for signatures. A final version will be distributed to committee members after changes have been made.

Jan Nedelka moved, Steve Haight seconded to approve the draft AIA contract. A roll call **VOTE PASSED 5/0 (Ciotti abstained)**.

- VIII. WEBSITE UPDATE:** The website is up and able to be amended. The location is not easy to find, so Robin will check with Mike Gillis about making it more user friendly. The committee purpose will be obtained from the resolution creating the JBC and added to the website.

- IX. REVIEW MEETING SCHEDULE:** The regular meeting schedule was agreed to be the 2nd and 4th Tuesday of each month at 5:00 pm beginning on September 27. This will allow for regular meetings that do not conflict with the DHS JBC.

Record Note: The DHS JBC meets every two weeks (not the 1st and 3rd Tuesdays) so the GES JBC will meet every two weeks on alternate Tuesdays also. The existing meeting date for Thursday, September 29 is cancelled.

- X. REVIEW ACTION ITEMS:** JBC action items include add meeting dates to shared calendar, invite Chris Parker and City Attorney Anthony Blenkinsop to the next meeting, Harriman will look at a phasing approach and cost associated with it for Option A and overlay of classrooms, City Council and School Board will meet at JFC to talk about CIP, AIA contract will be revised by Harriman and signed by Ms. Andrews Parker, website updated with materials with better navigation (including link from school website).

- XI. MATTERS OF INTEREST:** Mr. White stated that the city is looking to reconnecting piping that is currently dumping to the ravine. It will be put underground into one pipe and distributed near the Bellamy River. The drawings created in 2004 addition were not followed. There will be a water and dye test that shows how and where everything flows. Ms. Simmons stated that the City will be adding trees to the area either this fall or next fall. The fencing will be in by the end of September and dust will decrease over time.

Process note: Votes will be added to the end of future agendas due to time constraints with a 5:00 meeting time.

- XII. BUILD NEXT AGENDA:** See above
- XIII. ADJOURNMENT:** Karen Weston moved, Dennis Ciotti seconded to adjourn the GES JBC meeting at 8:00 p.m. An oral **VOTE PASSED 6/0**.

MAN. NO. CIPM#GES03
DATE: 9/27/2016

VENDOR VOUCHER MANIFEST
SCHOOL DISTRICT SAU #11

1. DATE	2. PAYEE NAME AND ADDRESS	3. FINANCE PO NO:	4. AMOUNT EXPENDED	5. AMOUNT OF CHECK	6. PROJECT NAME
1. 9/27/2016	Harriman 46 Harriman Drive Auburn, ME 04210				
	<u>4006.1.600.46900.4725.07103.06.000.000.700</u>	201611093		\$ 11,650.00	Fee
	<u>4008.1.600.46900.4725.07103.08.000.000.700</u>	201701723		\$ 221.32	Reimbursables
	Professional Services from 8/1/2016-8/31/2016			\$ 11,871.32	Inv#1608067
TOTALS				\$11,871.32	

TO THE TREASURER; PAYMENTS AUTHORIZED AND ORDERED
TO THE PERSONS LISTED ABOVE FOR THE SUMS INDICATED
IN COLUMN 5. AMOUNT OF CHECK AMOUNTING IN THE
AGGREGATE TO:

11,871.32

Superintendent of Schools or Business Administrator

Date

Betsey Andrews Parker, School Board Vice Chair, JBC Chair

Date



46 Harriman Drive
Auburn, ME 04210
207.784.5100 telephone
INVOICE

Ms. Elaine Arbour
Dover School District
McConnell Center
61 Locust Street, Suite 409
Dover, NH 03820

August 31, 2016
Project No: 15618
Invoice No: 1608067

Project 15618 Dover School District, Garrison Elementary School Facilities Study
Professional Services from August 01, 2016 to August 31, 2016

Phase	00	Base Fees				
Fee						
Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Data Gathering	4,000.00	90.00	3,600.00	3,200.00	400.00	
Demographic Analysis	4,500.00	90.00	4,050.00	1,800.00	2,250.00	
Educational Program Analysis	8,000.00	80.00	6,400.00	3,200.00	3,200.00	
Facilities and Site Analysis	12,000.00	60.00	7,200.00	4,800.00	2,400.00	
Preliminary Options & Estimates	8,000.00	20.00	1,600.00	0.00	1,600.00	
Energy Analysis	4,000.00	0.00	0.00	0.00	0.00	
Concept Design	9,000.00	40.00	3,600.00	1,800.00	1,800.00	
Financial Model & Estimate	4,000.00	0.00	0.00	0.00	0.00	
Total Fee	53,500.00		26,450.00	14,800.00	11,650.00	
			Total Fee			11,650.00
				Total this Phase		\$11,650.00

Phase	ZEXP	Expenses				
Reimbursable Expenses						
Rmb Travel						
8/3/2016	Commerce Bank	Richard Marchessault - Car Rental - 7/8/16		67.60		
8/4/2016	Bisson, Daniel	Meetings - 7/5,6,7,13,18 - mlg		129.60		
8/4/2016	Bisson, Daniel	Copy of Plans from Strafford		4.00		
	Total Reimbursables	1.1 times		201.20		221.32
		Total this Phase				\$221.32
		Total this Invoice				\$11,871.32

Outstanding Invoices

Number	Date	Balance
1607032	7/31/2016	9,562.49
Total		9,562.49

Project	15618	Dover School District, Garrison Elementa	Invoice	1608067
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TERMS: Net 30 Days

1.5% Interest (18% Annually) will be charged on accounts over 30 days past due.