

SCHEDULE 1

CONTRACT AGREEMENT

for

RFP #34-24 DPW Additions Design Build Services

THIS AGREEMENT is made as of the _____, by and between the **City of Portsmouth**, New Hampshire, 1 Junkins Avenue, Portsmouth, NH 03801 (“Owner”) and _____ (“Contractor”).

The Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE I- WORK - The City of Portsmouth issued RFP 34-24 to obtain design-build services for two additions to Owner's Public Works facility. Addendum 1, Attachment A to that RFP is made a part of this Agreement as Schedule 1 and sets forth the Work Scope for the renovations. Contractor has agreed to provide the following services in response to RFP 34-24.

A. Design Services

- 1. Preliminary Design Plans & Opinion of Cost** - Based on Schedule 1, Contractor will develop preliminary design plans for renovations and drainage improvements. The preliminary plan shall address all mechanical, electrical, and plumbing requirements for the proposed work. Design Development architectural and engineering plans shall be of sufficient quality and size to provide an estimate of project cost.
- 2. Construction Plans and Specifications** - After approval of the Design Development Plans by Owner, Contractor will develop construction plans, specifications and revised final cost estimates for the project and present them for final review and approval by Owner, and make any needed revisions following that review.

Contractor shall electronically submit original construction plans, estimate and specifications in addition to 1 set of bound plans and a project manual containing all technical information at a level of detail which can be used for an operations and maintenance manual. A professional architect/engineer licensed in the State of New Hampshire shall stamp all plans.

- 3. Permitting** - Contractor shall develop and prepare all necessary permit applications and attend regulatory board meetings as needed. This includes completion and required research and documentation associated with the appropriate Authorities having jurisdiction. The Contractor will coordinate and prepare all requisite permit applications to support the project. Owner is responsible for all permit fees.
- 4. Meetings** - Contractor shall meet with Owner representatives at a “kickoff” meeting that will identify program and building requirements to be incorporated into a preliminary design.

A second meeting will be held where the Contractor will present the design development drawings for review.

A third meeting to present 100% draft construction documents.

Contractor shall be responsible for recording the events of all meetings and distributing them to the Owner. Contractor's project manager shall take the lead in setting project meeting dates with Owner.

Contractor shall conduct field visits as necessary during the design phase and meet as

needed with the Owner's Representative and a Fire Department representative on site to review and discuss project design issues.

B. Construction Services.

Contractor shall supply at its expense all labor, materials, equipment and incidentals as may be complete DPW additions in accord with the plans and specifications developed as part of the Design Services.

Incidentals shall include: general clean up; mobilization/demobilization; cooperation with other contractors; accessories and fasteners or components required to make items complete and functional. Before acceptance of the work, Contractor shall remove from the site all machinery, equipment, surplus materials, rubbish, temporary buildings, barricades and signs. All parts of the work shall be left in a neat and presentable condition.

The work shall be carried out in accord with the **General Requirements attached.**

Contractor shall provide labor and material bond (payment bond) for the amount of the work.

C. Post-Construction Design Services. Contractor shall submit as-built drawings after project completion.

ARTICLE II — OWNER'S REPRESENTATIVE - The Owner's Representative shall be designated by the Director of Public Works.

ARTICLE III - PROJECT SCHEDULE — The Work shall proceed as follows:

- A. **Design Development Documents:** Design Development Documents submitted no later than 30 calendar days after Agreement execution. Owner review and written comments completed no later than 10 calendar days after submission of Design Development Documents.
- B. **100% Draft Construction Documents:** Work on Construction Documents shall continue during the Design Development Documents review and once Design Development review comments are received, they shall be addressed and incorporated in the Construction Documents. 100% Draft Construction Documents and written responses to the Owner Review Comments submitted no later than 10 calendar days after submission of Design Development Documents. Owner review completed no later than 10 calendar days after receipt of 100% Draft Construction Documents.
- C. **Complete Stamped and Signed Construction Documents:** Complete Stamped and Signed Construction Documents and written responses to the Owner's 100% Construction Document review comments submitted no later than 10 calendar days after receipt of Owner 100% Draft Construction Document review comments.
- D. **Construction:** Construction completed no later than ____ calendar days after Agreement execution.
- E. **As-Built Drawings:** As-built drawings completed no later than 21 calendar days after Project Completion.

ARTICLE IV - CONTRACT PRICE - Owner shall pay Contractor \$ _____ at the completion of the Design Services described in Article 1 Section A. Contractor shall submit an invoice at the time of completion and it shall be payable in 30 days.

Upon completion of design development as described in Article 1, Section A, the parties shall negotiate promptly an amendment to this agreement establishing a fixed price for the construction services described in Article 1, Section B.

The Construction Services will be for those plans and specifications developed in Article 1, Section A. The parties agree that in establishing a fixed price for the construction services, the General Conditions for labor and non- labor components for the project and bonds and insurance shall be in accord with "Attachment B revised _____ 2024 submitted by Contractor as part of RFP 34-24 and attached to this Agreement as Schedule 2.

It is further agreed that markup on subcontractors and materials shall be _____%. Owner may elect to contract directly for inspections and material testing. Payments for the fixed price fee shall be in accord with the General Requirements attached.

Upon project completion, Contractor shall prepare as-built drawings for submission to the Owner. Contractor shall submit an invoice in the amount of \$ _____ at the time of completion and it shall be payable in 30 days.

ARTICLE V- OWNERSHIP OF DOCUMENTS — Owner shall own all plans, specifications and construction documents delivered by Contractor to Owner upon Owner's payment of amounts due for Design Services and as-built drawings as applicable.

ARTICLE VI — TERMINATION FOR CONVENIENCE- Owner may terminate this Agreement for convenience if the parties cannot reach agreement on an amendment for the remainder of the work beyond the Design Services described in Article 1, Section A.

ARTICLE VII - TERMINATION FOR DEFAULT — Should Contractor at any time refuse, neglect, or otherwise fail to supply a sufficient number or amount of properly skilled workers, materials, or equipment, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform any of its obligations set forth in the Contract, Owner may, at its election, terminate the employment of Contractor, giving notice to Contractor in writing of such election, and enter on the premises and take possession, for the purpose of completing the work included under this Agreement, of all the materials purchased for the project and to employ any other persons to finish the work and to provide the materials therefore at the expense of the Contractor.

ARTICLE VIII - LIQUIDATED DAMAGES - In event the Contractor fails to successfully complete the work within the Project Schedule the Owner shall assess the Contractor liquidated damages in the amount of two **hundred** dollars (**\$200.00**) for each calendar day beyond the specified completion date. Liquidated damages shall be deducted from the Contract Price prior to final payment of the Contractor.

ARTICLE IX — INDEMNIFICATION OF OWNER — Contractor will indemnify Owner against all suits, claims, judgments, awards, loss, cost, or expense (including without limitation attorneys' fees) arising in any way out of the Contractor's negligent performance of its obligations under this Agreement. Contractor will defend all such actions with counsel satisfactory to Owner at its own expense, including attorneys' fees, and will satisfy any judgment rendered against Owner in such action,

ARTICLE X — INSURANCE — The Contractor shall secure and maintain, until acceptance of the work, insurance with limits not less than those specified in the General Requirements.

ARTICLE XI — MISCELLANEOUS —

- A. Neither Owner nor Contractor shall, without the prior written consent of the other, assign, sublet or delegate, in whole or in part, any of its rights or obligations under any of the Contract Documents; and, specifically not assign any monies due, or to become due, without the prior written consent of Owner.
- B. Owner and Contractor each binds himself, his partners, successors, assigns and legal representatives, to the other party hereto in respect to all covenants, agreements and

obligations contained in the Contract Documents.

- C. The Contract Documents constitute the entire Agreement between Owner and Contractor and may only be altered amended or repealed by a duly executed written instrument.
- D. The laws of the State of New Hampshire shall govern this Contract without reference to the conflict of law principles thereof.
- E. Venue for any dispute shall be the Rockingham County Superior Court unless the parties otherwise agree.

IN WITNESS WHEREOF, the parties hereunto executed this AGREEMENT the day and year first above written.

CONTRACTOR

COMPANY NAME: _____

BY: _____

TITLE: _____

CITY OF PORTSMOUTH, N.H.

BY: _____

Karen S. Conard
City Manager