



Agreement Between Owner and Bergeron Technical Services for Land Use Permitting or Resolution Project

Agreement made as of: 18th day of October two thousand twenty-two (22)

Between the Client: West Ossipee Fire Precinct
P.O. Box 643
West Ossipee, NH 03890-0643

**and Shawn Bergeron Technical Services LLC, dba Bergeron Technical Services
P.O. Box 241, North Conway, NH 03860-0241 for the following project:**

Bergeron Technical Services will provide design and project administration services necessary to complete phases II and III as described in the "Project Specifications System Design and Phase I Installation of Fire Suppression System" for the Jewell Hill Station dated October 13, 2015. A copy of which is enclosed with this Agreement. Bergeron's efforts will include but not be limited to:

- On site data collection
- All necessary National Fire Protection Association (NFPA) and International Code Council (ICC) code review relative to this project
- Drafting of an existing and proposed conditions site plan related to the fire suppression system
- Design and drafting of bid/construction drawings for underground water storage tank and associated piping
- Design and drafting of bid/construction drawings of fire pump and controls building
- Development of bid packages to provide to bidding contractors.
- Project administration – advertising the project, receipt of, review of and recommendations of received proposals, inspection of the work as it is ongoing and acceptance of and review of application for payments from the contractors.

**The Owner and Bergeron Technical Services agree as
detailed on the following pages.**

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ARTICLE 1 – BERGERON TECHNICAL'S RESPONSIBILITIES

Bergeron Technical shall provide described services listed on page one of this Agreement in a manner consistent with locally accepted standards for technical and professional skill and care. Bergeron Technical shall assist the Owner in determining the necessary services for the Project. Bergeron Technical's services include the following sub-contracted consulting services if any: Structural Engineering

ARTICLE 2 – OWNER'S RESPONSIBILITIES

The Owner shall provide full information about their objectives for the Project, their desired schedule, constraints, and existing condition information related to the Project. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. Bergeron Technical Services shall be entitled to rely on the accuracy and completeness of any and all information provided by the Owner.

ARTICLE 3 – USE OF DOCUMENTS

All/any reports, drawings, sketches, specifications, and other documents prepared by Bergeron Technical Services and/or their consultants are instruments of Bergeron Technical's service and are for the Owner's use solely with respect to this Project. Bergeron Technical Services retains all common law, statutory and other reserved rights, including copyright. Upon completion of the Project or the termination of this Agreement, the Owner's right to use the instruments of service shall cease immediately. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information being transmitted or has permission from the copyright owner (Bergeron Technical) to transmit the information for its use on the Project.

ARTICLE 4 – TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, Bergeron Technical Services shall be fully compensated for any/all services performed up to the time of termination, suspension, or abandonment. Any failure by the Owner to make payments according with this Agreement shall be considered substantial nonperformance and sufficient cause for Bergeron Technical Services to, at their sole discretion, suspend or terminate services with or without notice to the Owner. Either Bergeron Technical Services or the Owner may terminate this Agreement after giving no less than seven (7) days written notice if the project is suspended for more than 60 days or if the other party substantially fails to perform in accordance with the terms of this Agreement.

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ARTICLE 5 - MISCELLANEOUS PROVISIONS

This agreement is governed by the laws of the State of New Hampshire. Neither the Owner or Bergeron Technical Services shall assign the contract in part or as a whole without full knowledge and written consent of the other party. Nothing within this Agreement shall create a contractual relationship with, or cause of action in favor of, a third party against either the Owner or Bergeron Technical Services. Unless explicitly noted elsewhere within this Agreement, Bergeron Technical Services and their consultants shall have no responsibility for the detection, identification, discovery, presence, handling, removal, disposal of or exposure of persons to hazardous materials of any type or form present or in use at the site of the Project.

ARTICLE 6 – COMPENSATION AND PAYMENT TO BERGERON TECHNICAL

Bergeron Technical Services shall be compensated for services as follows: Services as described within this Agreement shall be provided within a fee range of eighteen thousand five hundred to twenty three thousand five-hundred dollars (\$18,500.00 - \$23,500.00) Payment for invoices provided to the Owner are typically due within 21 days of invoice date. Any invoices that remain unpaid after thirty (30) days of invoice date will be charged a late fee of one percent per month simple interest, twelve percent annually.

At the request of the Owner, Bergeron Technical Services shall provide services not included or described on the first page of this Agreement. If such services require additional compensation the Owner agrees to pay for the same based upon the Bergeron Technical Services Fee Schedule for the year when the Project initiated. If additional services are provided on behalf of the Project or the Owner by subcontractors of Bergeron Technical Services, the Owner agrees to pay the direct cost for the subcontracted services plus fifteen (15) percent.

ARTICLE 7 – OTHER PROVISIONS

It is anticipated this project will require two contractors – one for the earthwork, water storage tank and pump house construction. The second contractor will be responsible for the components related to the actual fire suppression (sprinkler) system. There will be two separate contractor contracts and two projects to bid and administer.

This Agreement is entered into as of the date of signing.

OWNER (Signature)

Gregory W. Howard
Gregory W. Howard

Printed Name and Title

Date of Signing:

Nov. 7, 2022

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BERGERON TECHNICAL SERVICES (Signature)

Shawn G. Bergeron, Sr.
Shawn G. Bergeron, Sr. Manager SBTSLLC

Printed Name and Title

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