

FINANCE COMMITTEE

OCTOBER 5, 2016

7:00 PM

Aldermanic Chamber

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ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: Dan Kooken, Purchasing Manager

Re: Replace Three (3) Trades Cargo Vans (Value: \$100,742)  
Department: 191 School; Funds: CERF

From: Dan Kooken, Purchasing Manager

Re: Contract Award for the Nashua Public Library West Wing Renovations (Value: \$468,913)  
Department: 179 Nashua Public Library; Fund: Capital Projects; Activity: West Wing Renovations

From: Dan Kooken, Purchasing Manager

Re: Change Order #1 Broad Street Parkway Bridge LED Lighting (Value \$2,250)  
Department: 181 Community Development; Fund: Capital Project

From: Dan Kooken, Purchasing Manager

Re: Contract Award for Supervised Visitation and Safe Exchange Services (Value: Not-To-Exceed \$140,000); Department: 171 Community Services; Fund: Department of Justice, Safe Havens Grant

From: Dan Kooken, Purchasing Manager

Re: Purchase of Radio System Fiber Optics Installation (Value: \$14,550)  
Department: 157 Citywide Communications; Fund: Citywide Communications Capital Projects Account

From: Dan Kooken, Purchasing Manager

Re: Infor/Lawson License Purchase (Value: \$50,820); Department: 122 Information Technology  
Fund: Technology Operations

From: Dan Kooken, Purchasing Manager

Re: Contract for David W. Deane Skateboard Park Design Build (Value: \$500,000)  
Department: 177 Parks and Recreation; Funds: Trust; Activity: David W. Deane Skateboard Park

From: Dan Kooken, Purchasing Manager

Re: Change Order #1 – 2016 Sewer Replacement Project (Value: \$419,325)  
Department: 169 Wastewater; Fund: Wastewater; Activities: Sewer Rehab and Sewer Structures  
Department: 160 Admin/Engineering; Fund: Trust; Activity: Paving

UNFINISHED BUSINESS – None

NEW BUSINESS - None

TABLED IN COMMITTEE

From: Dan Kooken, Purchasing Manager

Re: Contract Award for City Hall Elevator Modernization (Value: \$184,000); Department: 126  
Financial Services; Fund: Trust Fund; Accounting Classification: 81 Buildings and Improvements

- Tabled 8/3/16

DISCUSSION

RECORD OF EXPENDITURES

PUBLIC COMMENT

NON-PUBLIC SESSION

ADJOURNMENT



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

September 29, 2016  
Memo #17-058

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: REPLACE THREE (3) TRADES CARGO VANS (VALUE: \$100,742)  
DEPARTMENT: 191 SCHOOL; FUNDS: CERF

Please see the attached communication dated September 29, 2016 from Shawn M. Smith, Plant Operations Director for the information related to this purchase.

Pursuant to **§ 5-84 Special purchase procedures A.** (3) Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions.

The School Department Operations Director and the Purchasing Department recommend awarding these purchases in the amount of **\$100,742** to the **Grappone Automotive Group of Concord, NH.**

Respectfully,



Dan Kooker

Purchasing Manager

Cc: S Smith      J Graziano



**Nashua  
School District**  
EDUCATE. INSPIRE. EMPOWER.

**Shawn Smith, Director  
Plant Operations Department**

*Tel: 603-589-2780  
Fax: 603-594-4361  
smithsha@nashua.edu*

**TO:** Janet Graziano  
**FROM:** Shawn Smith, Plant Operations Director  
**DATE:** September 29, 2016  
**SUBJECT:** Purchase of Three Replacement Trades Vans

We are scheduled to replace three trades vans this fiscal year under the CERF program. All three are 2003 Ford Cargo Vans (E350), and are beyond their projected service life of ten years. \$99,431 was set aside for replacing these vehicles per the CERF detail as of 2/2/2016.

We are requesting the replacements as follows: One (1) Ford Transit, T-350 Low Roof, long wheelbase cargo van, equipped with the racks and bins (plumber) package; and two (2) Ford E-350 Cutaway SD Chassis with a 12ft. Rockport body (basically what is commonly called a "box van"). The cost for the Ford Transit is \$31,764 with the Plumbers Package and each Ford "Box van" is \$34,489.

The total cost of this purchase is \$100,742, which is municipal pricing. This price falls within the required 10% threshold for CERF purposes as per O-14-025.

The purchase will be done through the Grappone Automotive Group of Concord, NH. Their quotes are attached.

Thank you for your consideration.

Shawn M. Smith



Grappone Ford  
530 Route 3A, Bow, New Hampshire, 033043104  
Office: 603-224-2501

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**Gary Connors**  
Nashua School District  
141 Ledge St  
Nashua, NH 03060  
Office: 603-345-7710  
Email: connorsg@nashua.edu

*Re: Vehicle Proposal*

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Hi Gary,

September 8th, 2016

Per your request, quote for 2017 Ford E-350 Cutaway Chassis with a 12' Ft Rockport Body installed and total of 4-keys. I have attached a vehicle profile and a copy of the body quote for you to review. Note this truck with 12' Ft body will be 10,050 GVWR and the fuel tank will be 40 gallons because of the shorter wheelbase required with the 12' Ft body. Your email said 4-keys and an outlet?? Not sure what outlet you wanted, so I added the 110V AC Outlet. Let me know if this is not what you wanted. Thanks again.

Quote Price: \$34,489

Sincerely,

**Jeff Harsin**  
Fleet Mgr.  
603-226-8010  
jharsin@grappone.com



Grappone Ford  
 530 Route 3A, Bow, New Hampshire, 033043104  
 Office: 603-224-2501

2017 E-350 Cutaway, SD Chassis  
 SD Chassis 138" WB SRW Base(E3F)

## Selected Options

Code	Description	MSRP
<b>Base Vehicle</b>		
E3F	Base Vehicle Price (E3F)	\$30,445.00
<b>Packages</b>		
780A	Order Code 780A	N/C
<b>Powertrain</b>		
99S	Engine: 6.8L EFI Triton V10	Included
44P	Transmission: Electronic 6-Speed Automatic w/OD <i>Includes tow haul.</i>	Included
XE6	Limited Slip w/4.10 Axle Ratio	\$270.00
20X	GVWR: 10,050 lb Payload Package	Included
<b>Wheels &amp; Tires</b>		
T38	Tires: LT245/75R16E BSW AS	Included
642	Wheels: 16" x 7" Steel Painted Gray	Included
<b>Seats &amp; Seat Trim</b>		
211	Dual High Back Buckets	Included
A	Vinyl Seat Trim	Included
<b>Other Options</b>		
PAINT	Monotone Paint Application	STD
138WB	138" Wheelbase	STD
901	110V AC Outlet <i>Replaces IP mounted 12V powerpoint and lighter.</i>	\$100.00
63M	Heavy-Duty 155-Amp Alternator	\$80.00
54E	Telescopic Trailer Tow Mirrors w/Flat Lens <i>Manual with power adjust flat lens.</i>	\$230.00
903	Power Windows & Locks Group <i>Includes 1-touch down power driver window.</i>	\$465.00
587	Radio: ETR AM/FM Stereo/Digital Clock <i>Includes 2-speakers and audio input jack.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**Grappone Ford**  
 530 Route 3A, Bow, New Hampshire, 033043104  
 Office: 603-224-2501

**2017 E-350 Cutaway, SD Chassis**  
 SD Chassis 138" WB SRW Base(E3F)

**Selected Options (cont'd)**

Code	Description	MSRP
47Z	Ambulance Prep Package Not Required	N/C
18A	High Series Exterior Upgrade Package	\$105.00
47R	Reduced Frontal Area Package <i>Includes Vehicle Emission Control Information label with 64.75 sq ft frontal area restriction.</i>	N/C
<b>Interior Colors</b>		
AE_02	Medium Flint	N/C
<b>Primary Colors</b>		
YZ_01	Oxford White	N/C
SUBTOTAL		\$31,695.00
Destination Charge		\$985.00
TOTAL		\$32,690.00

*\* Rockport 12' Body to Be Added \$9242  
 \* Included in quote price*

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# Rockport

JEFF HARSIN  
JOHN GRAPPONE FORD

506 STATE ROUTE 3A  
EXIT 12S @ INTERSTATE 93 & RT3A  
P.O. BOX 850 CONCORD, NH 03302  
BOW, NH 03304  
Phone: 603-226-8016

by Forest River

## Body Quotation

Quote Number: 045925  
Date: 9/8/2016  
Quote Expires on: 10/8/2016

ROCKPORT COMMERCIAL VEHICLES  
2323 MIDDLEBURY STREET  
ELKHART, IN 46516  
PH: 888-711-1600 FAX: 574-295-3974  
www.forestriverinc.com  
www.rockporttrucks.com

Code	Model	Description	Price
F18E	138 FORD DRW	2017 E 350 CUTAWAY CHASSIS 138" WHEELBASE, DUAL REAR WHEELS, CRUISE, 6.8 L GAS ENGINE, 11,500# GVWR	\$0.00
RPAA1270	ALUMINUM	THE ROCK FEATURES: 12'L x 96"W x 84"H ALUMINUM SHEET & POST .040 ALUMINUM SIDEWALL Z SHAPED GALVANIZED SIDE POSTS ON 16" CENTERS 12" ALUMINUM FRONT RADIUS 5" EXTRUDED ALUMINUM VERTICAL CORNERS 5" TUBE SHAPE LONG SILLS 3" FORMED CHANNEL CROSSMEMBERS ON 16" CENTERS .032 ALUMINUM ONE PIECE ROOF ROOF BOWS ON 24" CENTERS, REAR MUD FLAPS FULL HEIGHT 3/8" PLYWOOD LINING LED RECESSED CLEARANCE LIGHTS FLUSH REAR SILL WITH DRAIN TROUGH E- COATED REAR STRUCTURE REAR LED LIGHTS IN SIDE POSTS, FULL UNDERCOATING 1 1/8" LAMINATED HARDWOOD FLOOR 3 YEAR 36,000 MILE LIMITED WARRANTY COMPOSITE REAR ROLL UP DOOR WITH STAINLESS STEEL FASTENERS HIGH IMPACT FRONT RADIUS CORNERS TRUE NOMINAL BODY LENGTH BEHIND SET BACK WALL E-COATED STEP BUMPER SLIDING BULKHEAD DOOR, 3 WAY LED CARGO LIGHT W/ CAB SWITCH & TIE RINGS, 2 GRAB HANDLES	\$5,695.00
RP0000	ELECTRICAL	REAR BACK-UP ALARM	\$75.00
RP0246	INVERTERS	DIMENSION DUI-12/1800N PURE SINE INVERTER (1,800 WATT)	\$2,295.00
RP0182	ELECTRICAL	110V INTERIOR POWER OUTLET behind driver seat in box	\$60.00
RP0369	ALIGNMENT	FRONT END ALIGNMENT OPTION WAS DECLINED BY THE DEALER	\$0.00

THIS QUOTE WILL BECOME AN ORDER WHEN SIGNED AND RETURNED TO ROCKPORT COMMERCIAL VEHICLES. OPTIONS SELECTED MAY OVERRIDE STANDARD ITEMS. PLEASE VERIFY THE ACCURACY OF THE QUOTE BEFORE SIGNING, THIS IS THE DEALERS RESPONSABILITY!!! ROCKPORT IS NOT RESPONSIBLE FOR THE ACCURACY OF CHASSIS PRICING.

Sub-Total	\$8,125.00
Freight	\$1,117.00
<b>Total</b>	<b>\$9,242.00</b>

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

DEALER CODE \_\_\_\_\_

TERMS: ALL ORDERS ARE COD

ROCKPORT SALESMAN: \_\_\_\_\_



**Grappone Ford**  
530 Route 3A, Bow, New Hampshire, 03304  
Office: 603-224-2501

**Jerry LaLiberte**  
Nashua School District  
141 Ledge St  
Nashua, NH 03060  
Office: 603-689-2782

Re: Vehicle Proposal

Hi Jerry,

July 22nd, 2016

Per your request, quote for 3-Transit T-350 Low Roof, long wheelbase cargo vans. Vans will be equipped with steel Racks & Bins with steel partition and door. One van will also have a plumbers pkg which will include extra drawers and bins. I have attached a vehicle profile and copies of the Racks & Bins quotes for you. Let me know if you need more info. Thanks again.

Quote Price: \$28,869      Van Only  
                  + 1,985      Regular Racks & Bins Pkg

Total Price: \$30,854

Quote Price: \$28,869      Van Only  
                  + 2,895      Racks & Bins with Plumbers Pkg

Total Price: \$31,764

Sincerely,

**Jeff Harsin**  
Fleet Mgr  
603-226-8010  
jharsin@grappone.com



**Grappone Ford**  
 530 Route 3A, Bow, New Hampshire, 03304  
 Office: 603-224-2501

**2017 TransIt-350, Low Roof Cargo Van**  
 Low Roof Cargo Van 148" WB Base(W2Z)

### Selected Options

Code	Description	MSRP
<b>Base Vehicle</b>		
W2Z	Base Vehicle Price (W2Z)	\$35,465.00
<b>Packages</b>		
101A	Order Code 101A	N/C
<b>Powertrain</b>		
99M	Engine: 3.7L TI-VCT V6 <i>Includes SEIC capability.</i>	Included
446	Transmission: 6-Speed Automatic w/OD & SelectShift	Included
X7L	3.73 Limited-Slip Axle Ratio	\$325.00
STDGV	GVWR: 9,500 lbs	Included
<b>Wheels &amp; Tires</b>		
STDTR	Tires: 235/85R16C AS BSW	Included
STDWL	Wheels: 16" Steel w/Black Hubcaps	Included
<b>Seats &amp; Seat Trim</b>		
21G	Dual Bucket Seats <i>Includes 2-way manual (fore/aft/recline) driver and front-passenger seats and driver-side armrest. Does NOT include heated seats. Includes:</i> - Driver & Front Passenger-Side Front Airbags - Safety Canopy Side-Curtain Airbags	Included
V	Vinyl Front Bucket Seats	Included
<b>Other Options</b>		
PAINT	Monotone Paint Application	STD
148WB	148" Wheelbase	STD
543	Power Mirrors w/Long-Arm	\$65.00
17B	Fixed Rear-Door/Fixed Pass-Side Cargo-Door Glass	\$250.00
86F	2 Additional Keys (4 Total) <i>Includes key fobs.</i>	\$75.00
58U	Radio: AM/FM Stereo <i>Includes digital clock and audio input jack. Includes:</i> - 4 Front Speakers No rear speakers.	Included

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**Grappone Ford**  
 530 Route 3A, Bow, New Hampshire, 03304  
 Office: 603-224-2501

**2017 Transit-350, Low Roof Cargo Van**  
 Low Roof Cargo Van 148" WB Base(W2Z)

**Selected Options (cont'd)**

Code	Description	MSRP
<b>Emissions</b>		
425	50-State Emissions System	STD
<b>Interior Colors</b>		
VK_01	Pewter	N/C
<b>Primary Colors</b>		
UX_02	Ingot Silver Metallic	\$150.00
<b>SUBTOTAL</b>		<del>\$36,330.00</del>
<b>Destination Charge</b>		<del>\$1,195.00</del>
<b>TOTAL</b>		<del>\$37,525.00</del>

\* Add RACKS + BINS PKg

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**Quote**

TOLL FREE: 866.783.6222  
 FAX NO.: 978.528.2123  
 E-MAIL: [billing@aaaworktrucks.com](mailto:billing@aaaworktrucks.com)

Order Number: 0020057  
 Order Date: 7/21/2016  
 Salesperson: 0900  
 Customer Number: 0000878  
 Rec'd Date:  
 Promise Date:

**Sold To:**  
 Grappone Ford  
 PO Box 1200  
 Concord, NH 03302-1200

**Ship To:**  
 Grappone Ford  
 PO Box 1200  
 Concord, NH 03302-1200

**Confirm To:**  
 Jeff

Customer P.O.	Ship VIA	F.O.B.	Terms			
			NO TERMS			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
Ford Transit LR 148WB x2 Vehicles						
027088	EACH	1.000	0.000	0.000	250.0000	250.00
MR-FS Van Partition						
02H369	EACH	1.000	0.000	0.000	115.0000	115.00
MR-LR Transit Wing Kit						
SK02G490	EACH	1.000	0.000	0.000	1,225.0000	1,225.00
MR-LR Transit Base Bin Kit						
02D637	EACH	1.000	0.000	0.000	COMPONENT	
MR-37 Utility Shelf Module						
02D638	EACH	1.000	0.000	0.000	COMPONENT	
MR-Ford 37" Shelf Module						
02D657	EACH	1.000	0.000	0.000	COMPONENT	
MR-37 Utility Shelf Module						
/BINL	HOUR	3.500	0.000	0.000	90.0000	315.00
Assemble & Install Bin Package						
/DEL-PICKUP	EACH	1.000	0.000	0.000	60.0000	60.00
Delivery/Pick-up						

Net Order: 1,985.00  
 Less Discount: 0.00  
 Freight: 0.00  
 Sales Tax: 0.00  
**Order Total: 1,985.00**

PLEASE NOTE: Special Order Products (Items noted as Special Order) are non-cancellable or returnable. Deposit/Purchase Order/Authorized Sales Order will be required.

Pricing shown above is valid for 30 days from Quote date.

Quote



TOTL. PRBE: 866.783.6222  
 FAX NO.: 978.528.2123  
 E-MAIL: billing@aaaworktrucks.com

Order Number: 0020069  
 Order Date: 7/21/2016  
 Salesperson: 0900  
 Customer Number: 0000878  
 Rec'd Date:  
 Promise Date:

Sold To:  
 Grappone Ford  
 PO Box 1200  
 Concord, NH 03302-1200

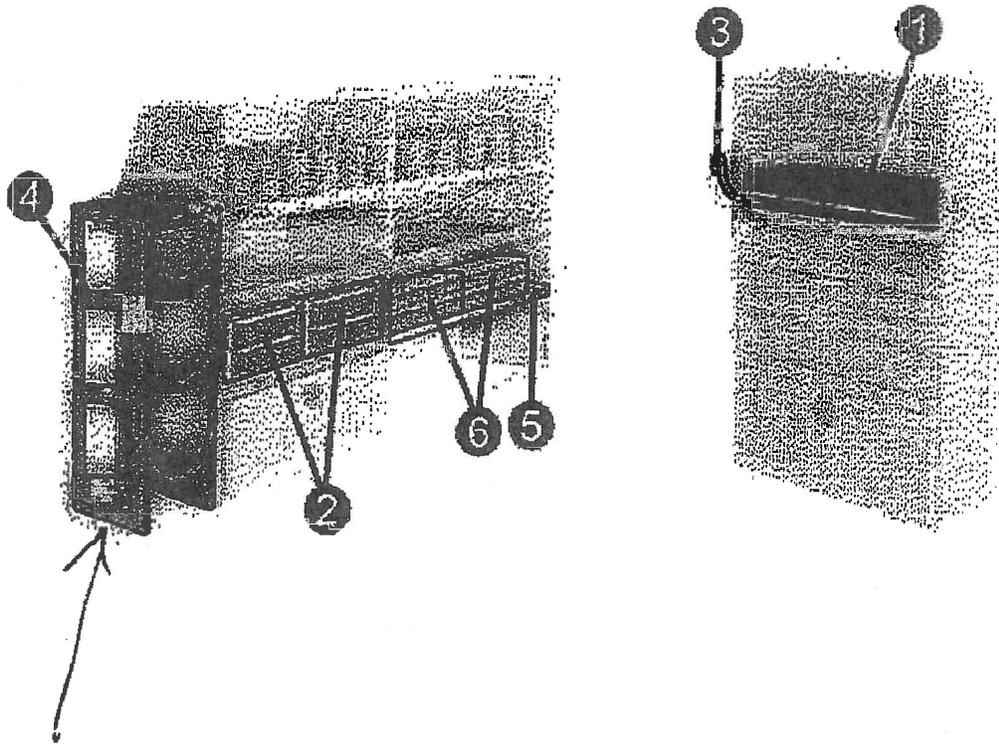
Ship To:  
 Grappone Ford  
 PO Box 1200  
 Concord, NH 03302-1200

Confirm To:  
 Jeff

Customer P.O.	Ship VIA	F.O.B.	Terms			
			NO TERMS			
Item Code	Unit	Ordered	Shipped	Back Order	Price	Amount
Ford Transit LR 148WB						
029082	EACH	1.000	0.000	0.000	250.0000	250.00
MR-FS Van Partition						
02H369	EACH	1.000	0.000	0.000	115.0000	115.00
MR-LR Transit Wing Kit						
SK02G490	EACH	1.000	0.000	0.000	1,225.0000	1,225.00
MR-LR Transit Base Bin Kit						
02D637	EACH	1.000	0.000	0.000	COMPONENT	
MR-37" Utility Shelf Module						
02D638	EACH	1.000	0.000	0.000	COMPONENT	
MR-Ford 37" Shelf Module						
02D657	EACH	1.000	0.000	0.000	COMPONENT	
MR-51" Utility Shelf Module						
021471	EACH	2.000	0.000	0.000	20.0000	40.00
MR-Black Plastic Bin						
025070	EACH	2.000	0.000	0.000	200.0000	400.00
MR-2 Drawer Kit (deep)						
025827	EACH	1.000	0.000	0.000	25.0000	25.00
MR-4590Z Triple Utility Hook						
028811	EACH	1.000	0.000	0.000	65.0000	65.00
MR-51" Tilt Shelf						
021058	EACH	2.000	0.000	0.000	125.0000	250.00
MR-6 Drawer Parts Module						
/BINL	HOUR	4.500	0.000	0.000	90.0000	405.00
Assemble & Install Bin Package						

Continued

\* Plumbers PKg



# 4 - FREON TANK RACK Triple would be additional/  
\$220 if you have need for it.



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

September 29, 2016  
Memo #17-062

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR THE NASHUA PUBLIC LIBRARY WEST WING  
RENOVATIONS (VALUE: \$468,913)  
DEPARTMENT: 179 NASHUA PUBLIC LIBRARY; FUND: CAPITAL PROJECTS  
ACTIVITY: WEST WING RENOVATIONS

Please see attached communication from Jennifer McCormack, Library Director dated September 27, 2016 for the information related to this contract award.

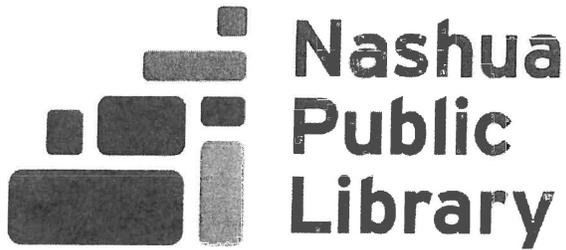
Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Library Director and the Purchasing Department recommend awarding this contract to **Project Resource Group of Frankestown, NH** in an amount of **\$468,913**.

Respectfully,

Dan Kookan  
Purchasing Manager

Cc: J McCormack J Graziano



September 27, 2016

To: John Griffin, CFO  
From: Jennifer McCormack, Director  
RE: IFB0475-083116 West Wing Renovation

Mr. Griffin:

After years of planning the library Board of Trustees is moving forward with the renovation of the West Wing of the library to create the Chandler Memorial Wing. This renovated wing will include 6 meeting rooms, an expanded computer training room and will continue to house our media collections. Incorporated into the design are elements agreed to with the Chandler heirs, including some architectural details that are similar to the design of the Chandler building and some artifacts from the building itself.

An invitation for bids (IFB0475-083116) was sent to 19 contractors and posted on the city's website on Friday July 22, 2016. A mandatory pre-bid conference was held on Thursday, July 28, 2016 and was attended by representatives from 12 general contractors and 5 subcontractors. We received bids from 6 firms: please see the attached bid tabulation and evaluation sheets for the details on the bids received.

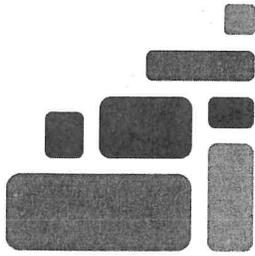
The Board of Trustees reviewed the proposals with the assistance of their architect Peter Tennant and at a special meeting on September 22, 2016 voted to award the contract to **Project Resource Group** from Franconia, NH and include alternates 3 (column surrounds) and 4 (bathroom) for a total cost of **\$440,583**. Alternate #1, moisture mitigation, will be added via change order if it is deemed necessary after testing at a cost of \$28,330 bringing the potential total project cost to **\$468,913**.

This project will be entirely paid for from the Chandler, Hickey and Locke trust funds which are managed by the Board of Trustees and the proceeds from the sale of the Chandler building. Construction is expected to begin in mid-October and be completed in March, 2017. We are seeking approval of a contract with Project Resource Group in an amount not to exceed \$468,913.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer McCormack", is written over a horizontal line.

Jennifer McCormack, Library Director



# Nashua Public Library

September 22, 2016

## Director's Report: Budget available for Chandler Wing construction

I spoke with the Treasurer's office last week about the funds available for the Chandler Wing construction project. According to the trust accountant, as of 7/31/16 there is approximately **\$533,000** available in the various accounts assigned to this project:

- **\$379,000** (Market Value ~ will fluctuate) in investments and principal cash, and about \$6,800 in income cash in the Chandler, Hickey and Locke Trust Funds.
- **\$147,252** cash available from the sale of the Chandler building that is in a special revenue fund.

She recommends that we expend the account from the sale of the Chandler building first and then the trust funds.

The proposal that ranked the highest in our evaluation has a potential total cost of **\$496,790**: the board will need to select which alternates to include in the project with the exception of the moisture mitigation, which may be required after moisture testing is completed on the concrete floor.

Base Bid	412,357
Alternate 1: moisture mitigation (if required)	28,330
Alternate 2: Aluminum storefront walls	(3,123)
Alternate 3: Upgrade to columns	2,696
Alternate 4: New ADA bathroom	25,530
Architect fees	10,000
Contingency (5%)	21,000
<b>Total</b>	<b>496,790</b>

Once the Board takes a final vote on the contractor and alternates selected, the project will go before the Finance Committee. Their next meeting is on Wednesday, October 5<sup>th</sup>.

IFB0745-083116

Nashua Public Library - West Wing Renovations August 31, 2016

Bid Tabulation

**Score Construction, Londonderry, NH**

**Base bid : \$334,600**

Alternate No. 1: Slab Moisture Mitigation

\$12,800

Alternate No. 2: Upgrade Walls to Aluminum Storefront

\$18,155

Alternate No. 3: Upgrade Column Surrounds

\$11,941

Alternate No. 4: Add "New ADA Bath 04" Renovation/Installation

\$17,984

**SmartATI Construction, Rochester, NH**

**Base bid: \$383,862.36**

Alternate No. 1: Slab Moisture Mitigation

\$49,525.13

Alternate No. 2: Upgrade Walls to Aluminum Storefront

\$52,433.65

Alternate No. 3: Upgrade the Column Surrounds

\$23,288.01

Alternate No. 4: Add "New ADA Bath 04" Renovation/Installation

\$20,772.74

**Monadnock Commercial Building Co. Jaffrey, NH**

**Base Bid: \$381,991**

Alternate No. 1: Slab Moisture Mitigation

\$39,655

Alternate No. 2: Upgrade Walls to Aluminum Storefront

\$87,550

Alternate No 3: Upgrade the Column Surrounds

\$11,330

Alternate No. 4: Add "New ADA Bath 04" Renovation/Installation

\$23,690

**Project Resource Group, LLC Frankestown, NH**

**Base bid: \$412,357**

Alternate No. 1: Slab Moisture Mitigation

\$28,330

Alternate No. 2: Upgrade Walls to Aluminum Storefront

Deduct \$3,123

Alternate No. 3: Upgrade the Column Surrounds

\$2,696

Alternate No. 4: Add "New ADA Bath 04" Renovation/Installation

\$25,530

**Structure Tone, Inc, Boston, MA**

**Base bid: \$424,000**

Alternate No. 1: Slab Moisture Mitigation

\$52,500

Alternate No. 2: Upgrade Walls to Aluminum Storefront

\$62,000

Alternate No. 3: Upgrade the Column Surrounds

\$18,000

Alternate No. 4: Add "New ADA Bath 04" Renovation/Installation

\$20,500

**DL King, Nashua, NH**

**Base Bid: \$419,900**

Alternate No. 1: Slab Moisture Mitigation

\$50,675

Alternate No. 2: Upgrade Walls to Aluminum Storefront

\$100,350

Alternate No. 3: Upgrade the Column Surrounds

\$19,500

Alternate No. 4: Add "New ADA Bath 04" Renovation/Installation

\$33,000

SECTION 000300 -- BID FORM



COPY

Project Identification: Nashua Public Library West Wing Renovation  
Nashua, NH

Bid To: The Board of Trustees  
The Nashua Public Library  
Nashua, NH

Bid From: Name Project Resource Group, LLC

Address PO Box 43 - 237 Pleasant Pond Rd

FRANKESTOWN, NH 03043

Telephone No. 603-831-5060

The undersigned hereby submits a bid for the Contract for the Nashua Public West Wing Renovation in Nashua, NH.

Having examined the entire Bidding Documents prepared by Tennant/Wallace Architects, AIA, P.A., dated June 22, 2016, including addenda received to date and numbered 1, 8-22-2016; and having inspected the existing on-site conditions that may affect the work; the undersigned proposes to furnish labor, materials, equipment and services necessary to complete the work in accordance with the said Bidding Documents, for the Base Bid Sum as follows:

Four hundred twelve thousand three hundred fifty seven Dollars

\$ 412,357

The above does not include any alternates or substitutions.

The Bidder agrees to, at the Owner's option, the following alternates as specified substitutes for the following changes in the Contract Sum:

ALTERNATES

Alternate No. 1: Slab Moisture Mitigation.

Add \$ 28,330.00

twenty eight thousand three hundred Dollars  
thirty dollars

Alternate No. 2: Upgrade Walls to Aluminum Storefront.

~~Deduct~~  
Add \$ -(3123.00)

minus three thousand one hundred Dollars  
twenty three dollars

Alternate No. 3: Upgrade the Column Surrounds.

Add \$ 21096.00

two thousand six hundred ninety Dollars  
six dollars

Alternate No. 4: Add "New ADA Bath 04" Renovation/Installation.

Add \$ 25,530.00

twenty five thousand five hundred Dollars  
thirty dollars

The Bidder agrees to, at the Owner's option, the following unit prices as specified for the following:

The undersigned further agrees to the following:

1. To hold this bid valid for thirty (30) days from the date of bid opening.
2. To deliver the contract in accordance with the "Instructions to Bidders."
3. To accept the obligations stipulated in "Instructions to Bidders" and the time for substantial completion unless modified below.
4. The undersigned understands that the Owner reserves the right to reject any and all bids.
5. To substantially complete the work of the Contract within 180 calendar days of signed contract.

Accompanying this proposal is Bid Security in the form of a Bid Bond or a certified treasurer's or cashier's check of the Bidder in the amount of ten percent (10%) of the Base Bid Amount. Checks shall be payable to The Nashua Public Library.

\*\*\*IMPORTANT: Surety companies executing bonds shall be authorized to transact business in the State of New Hampshire.

Signed and sealed the 31st day of August, 2016.

Name of Bidder: Project Resource Group, LLC

Business Address: PO Box 43 237 Pleasant Pond Rd  
Francestown NH 03043

Signed By: Judith A Pietroniro

(type in name) Judith A Pietroniro

Title: Managing Member

STATE OF NEW HAMPSHIRE

County of Hillsborough

Subscribed and sworn (or affirmed) before me this

31st day of August, 2016

by Judy A. Pietroniro

Carla A. Pierson

, Notary Public

My Commission Expires

CARLA A PIERSON  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
September 18, 2018

CERTIFICATE AS TO CORPORATE BIDDER

I, \_\_\_\_\_, certify that I am the  
(type in name)

\_\_\_\_\_, of the Corporation named as Bidder in and within  
(type in title)

this Bid Form; that \_\_\_\_\_ who signed said Bid Form on behalf of the  
(type in name)

Bidder was then \_\_\_\_\_ of said Corporation, that I know his/her  
(type in title)

signature; that his/her signature thereto is genuine and that said Bid Form was duly signed, sealed and  
executed for and in behalf of said Corporation by authority of its governing body.

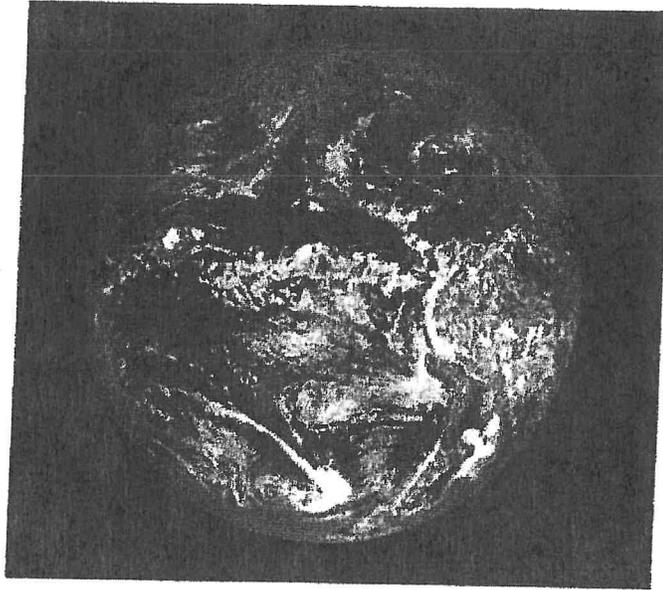
Corporate Seal:

Date: \_\_\_\_\_

Signed \_\_\_\_\_

(type in name) \_\_\_\_\_

Title \_\_\_\_\_



sustainable building solutions

**CONSTRUCTION SERVICES PROPOSAL  
NASHUA PUBLIC LIBRARY  
WEST WING RENOVATION  
Nashua, New Hampshire  
31 August 2016**

Prepared By  
Project Resource Group, LLC

PO Box 43  
Francestown, NH 03043  
603.831.5060 603.831.5026 (f)



## Project Resource Group, LLC

sustainable building solutions

31 AUG 2016

TO: Jennifer McCormack, Library Director  
Nashua Public Library  
2 Court Street  
Nashua, NH 03060

REF: CONSTRUCTION SERVICES PROPOSAL  
NASHUA PUBLIC LIBRARY – WEST WING RENOVATION  
IFB0745-083116

### **EXECUTIVE SUMMARY LETTER**

In response to the Submittal Requirements listed in the above reference IFB, we are pleased to submit our bid proposal for Construction Services.

As past residents of the City of Nashua, we are honored and excited to be submitting a proposal for joining your Project Team. In addition, John's recent 2-year contract for Owner's Representative services for Nashua, in which he reported to the Mayor and CFO, provided an opportunity for him to become familiar with the many departments and staff of New Hampshire's thriving Gate City. Projects included the new boilers and carpet at the Library.

For the West Wing Renovation, John will serve as Project Manager and Site Superintendent, and Managing Member Judith will provide Contract Administration services. Resumes are attached.

The Project is straightforward, but as in all construction projects, communication, planning and quality control are essential to a smooth process and successful outcome. We will listen to the concerns and expectations of the Board of Trustees and of the Design Team headed by Peter Tennant.

In addition to weekly progress meetings, we plan to have preinstallation conferences with subcontractors for each major task. We plan to provide dust barriers at the doors to Corridor 03, Back Room 02, and to create a temporary passage for staff to access the offices through the double doors on the South wall.

The first phase will be selective demolition, including salvage of indicated light fixtures and devices, removal of the existing walls and contents of Training Rm 08, and removal of carpeting, acoustic ceiling tiles, and column covers. [Note that existing spline ceiling tiles are on a suspension system and it may be possible to keep at least the grid support in place]. If the Alternate No. 4 ADA Bathroom is selected, that demo will occur concurrently.

Moisture mitigation, if selected, will be installed at this point in order to seal beneath partitions and millwork. Next phase will be framing of new metal stud partitions, which will frame to the waffle slab grid, unless Alternate No. 2 Aluminum Storefront is selected. In that case, due to the lead time, we will proceed with rough MEP's throughout the space.

Insulation, drywall and prime painting will follow rough-ins and inspections. Acoustic ceiling grid, doors, hardware, windows, and millwork/trim are installed next, and then finish paint and finish. Final work consists of flooring, TAB, final clean and punchlist.

As you can see, the construction schedule, which we develop on MS Project software, will be somewhat dependent on the selection of alternates, if any.

We look forward to delivering this project to you on time and on budget and in our trademark "user-friendly" fashion. It will be a space in which we all can take pride and which the public can enjoy for years to come.

We thank you for the opportunity to bid

Sincerely,

*Judith A. Pietroniro*

Judith Pietroniro, Managing Member  
CEO  
judith.pig@comcast.net

*John f. pietroniro*

John Pietroniro, LEED AP BD+C  
President  
john.pig@comcast.net

## John F. Pietroniro

### QUALIFICATIONS

#### EDUCATION –

- B.Sc., Engineering Science, Rensselaer Polytechnic Institute
- Ongoing professional continuing education courses, seminars and certificates

#### CONSTRUCTION –

- Comprehensive knowledge of general construction from 40 years' experience in the commercial, institutional, custom residential and local/state/federal market sectors.
- Extensive experience in business start-up and operations including financial planning/control, bank relations, bonding, insurance, taxes and human/material resource management.
- Highly developed sales and marketing skills encompassing conceptual to detail estimating, competitive bidding and design/build negotiation. Proposal preparation and presentation.
- Extensive project management experience including all phases of contract/subcontract administration, purchasing, budget control, CPM and PDM network scheduling, change order administration and negotiation, submittals, RFI's, project meetings and minutes, claims mitigation and analysis, project close out, etc.
- 6 years' experience in federal contracts requiring knowledge of FAR with US Army Corps of Engineers and GSA.
- Hands-on field supervision, QA inspection and field engineering experience.
- Generalist background of successful project completion in complex structural restoration, historic restoration, adaptive re-use, banks, hospital upgrade, commercial office and tenant fit-up, restaurant, school renovation, light manufacturing, custom residential, military training facilities, roads and civil works, power system upgrades, water line and various underground utilities, etc.

#### MANAGEMENT –

- Co-Founder and President of Project Resource Group, LLC since August 2008
- Served for six years as Director of Project Management for \$50 mil Real Estate Development and Construction Company.
- Founded and successfully operated own commercial/custom residential construction firm with an organization of 25 employees, \$200,000 line of credit and \$1,000,000 bonding.
- Developed and implemented all administrative and operational procedures including business development, accounting/purchasing, payroll, job costing, estimating, bidding and project management and totally integrated computerized construction system.

#### PROFESSIONAL –

- LEED® Accredited Professional, BD+C
- Massachusetts Construction Supervisor License [CS 076959]
- Town of Brookline, MA ABC Construction License
- CDT Certification, Construction Specifications Institute
- Certified NCCER Instructor, ABC VTNH Construction Supervisory Training Program
- Certificate – Net Zero Energy Buildings, 10-week online course taught by Marc Rosenbaum
- Chair, US Green Building Council -New Hampshire Chapter
- Vice Chair & Regional Representative – Upper Northeast Regional Committee of USGBC

#### OTHER –

- Excellent written and verbal communication skills.
- Proven leadership and people skills that bring out the best in individuals.
- Creative and resourceful mediation skills and problem prevention and resolution abilities.
- Organized and detail-oriented, but able to step back and take a strategic perspective.
- Able to make quick but considered decisions and take best action to keep project moving forward. Able to manage stressful situations with poise and fairness.
- Self-motivated, hard-working and dedicated to exceeding client expectations
- Proficient in many software applications including: Microsoft Office; Excel, Lotus 123 & Quattro Pro spreadsheets; RMS (Corps of Engineers) and Prolog Manager project control databases; Primavera, Suretrak, MS Project, Compsched and Claimdigger network scheduling software; various digital photo, calendar, internet/e-mail, etc applications; Windows & Mac operating systems, including ethernet and various LAN systems setup and administration.

237 Pleasant Pond Road | Franconia, NH 03043 | 603-547-2537 | pietroniro@att.net

#### SKILLS PROFILE

- Full range payroll and bookkeeping experience
- Office management
- Public Relations and Marketing experience
- Excellent communication skills
- Attention to detail
- Resourceful and independent

#### EMPLOYMENT HISTORY

**Managing Member, Project Resource Group, LLC**  
*Franconia, NH*

#### **Moon Shadow Gardens**

*Franconia, NH*

- Created a large scale organic vegetable, flower, herb garden
- Participated in local farmers market

#### **Office Manager, Mont Vernon Congregational Church**

*Mont Vernon, NH*

- Assist Pastor in creation and distribution of Order of Worship for various church activities
- Responsible for creation of monthly calendar, newsletter, annual report, church brochure, and new member packets
- Assist committees with organization
- Responsible for communication with community
- Maintained church databases
- Maintained the operation of the church office and publications during the interim while the church searched for a new pastor

#### **Vice President, Stonewood Builders, Inc.**

*Weare, NH*

- Complete payroll and accounting duties
- Administer support system for field operations
- Establish and maintain complete and accurate files of ongoing projects
- Organize and distribute submittals for projects
- Solicit bids from subcontractors and vendors & put together proposals and deliver bids
- Organize closeout manuals for projects
- Maintain purchase order system
- Human Resource experience

## **SAMPLE LIST OF PRG PROJECTS**

### **Briggs Residence - Manchester, NH**

#### **Custom Residential Renovations - \$234,000**

Conversion of basement to fitness center and garage to entertainment room for private residence in historic 1896 mansion while home was occupied. Included Carrerra marble bathroom/shower, sauna, steam room and fitness room. Design/build mechanical and electrical providing new HVAC system with energy recovery ventilator.

### **1650 Elm Street - Manchester, NH**

#### **Office Lobby Renovations - \$11,000**

Complete upgrade to commercial office lobby finishes. Included demo and replacement of ceramic floor tiles, acoustic ceiling, painting and light fixtures. Building remained occupied during renovations.

### **NH State Parks Pit Toilets - Throughout NH**

#### **Pit Toilet Vaults and Buildings - \$199,904**

Construct and install (21) handicapped-accessible new pit toilet buildings in (10) NH State Parks throughout the State.

### **SERE School Barracks - Portsmouth Naval Shipyard**

#### **LEED Consulting Services - \$17,200**

Develop LEED Implementation Plan and Construction Waste Management Plan for renovation to historic building for the Navy.

### **Victory Parking Garage - City of Manchester Department of Public Works**

#### **Renovations - \$236,388**

Upgrade and refurbish two 4-story elevators including all new pumps and controls, jacks, piston, guide rollers, doors, cab finishes, etc. Upgrade fire alarm devices to Manchester Fire Department codes. Garage kept in operation during all renovations.

### **Oyster River High School - Durham, NH**

#### **Renovations - \$60,920**

Convert existing Project Room into ADA bathrooms for day care center within the High School.

### **Veterans Memorial Hall - Derry, NH**

#### **Structural Renovations and Wall Insulation - \$39,203**

Perform wood and steel structural upgrades to increase roof load capacity. Framing/spray foam/drywall at existing brick masonry walls with blocking to support Runtal radiant panels.

### **Franklin Falls Dam - Franklin, NH**

#### **Cable Guardrail Replacement - \$203,725**

Remove existing and replace with new concrete posts and wire rope guardrail along Dam Crest Road. Army Corps of Engineers federal project.

**Training Center Burn Building - Brentwood, NH**  
**Burn Building Addition & Renovations - \$140,000**

New concrete and masonry 2-story addition and structural renovations to existing Burn Building Training Center for Interstate Emergency Unit.

**Nashua PM Services - Nashua, NH**

**Project Management/Owner Rep Services - 2011 and 2012**

Provide PM services to City for various capital improvements and energy efficiency projects including Hunt Memorial Building, Nashua Public Library, Elm Street & High Street Garages, DPW Offices, City Hall, Public Health and Greeley Park Bandshell design development oversight.

**Oyster River Middle School - Durham, NH**  
**Renovations - \$135,063**

Create new administrative offices in former Computer Lab, including new HVAC VAV's and distribution. Renovate 2<sup>nd</sup> Floor Boy's and Girl's Restrooms for ADA compliance.

**McAuliffe-Shepard Discovery Center - Concord, NH**  
**Acoustical Modifications to Function Room - \$32,710**

Furnish and install acoustic ceiling insulation, Armstrong painted grid, and acoustic wall panels to mitigate the echo in the Function Room.

**Bessie Rowell Community Center, Franklin, NH**  
**Multiple Renovations and Fitups - \$650,000**

Originally an elementary school that reverted to the City of Franklin as a result of consolidation, the building underwent substantial renovations to adapt the space to several community service programs, including a Head Start and a child daycare center, which PRG performed under bid contracts. Toward the completion of the bid projects, the City asked PRG to help fit up an area dedicated to a Recreation Center, which was accomplished under a negotiated CM at Risk contract.

**Faucher Studio, Pepperell, MA**

**New High-performance Post & Beam Studio Workshop - \$197,000**

A hybrid post & beam and conventionally framed barn type structure with SIPS panel walls and cedar shakes and shingles. Built to house the woodworking equipment of Smithsonian artist Charles Faucher. Project was performed under a CM at Risk delivery method.

**Bovie Screen Process Company, Bow, NH**  
**Energy Upgrades and Roofing - \$138,000**

Provided CM services to solicit subcontractors and oversee installation of new light fixtures throughout office and manufacturing facility and new PVC roofing system. Project was in collaboration with IBEA who coordinated the New Hampshire P4P rebate program.

**Hampton Beach Seashell Pavillion, Hampton Beach, NH**

**Commercial Kitchen Fit-up - \$98,000**

State required the existing kitchen at the facility be upgraded to a commercial kitchen. Work was successfully delivered under a tight schedule in order to be open for a preplanned event.

**Manchester Airport Baggage Claim Upgrades – Manchester, NH**

**Manchester-Boston Regional Airport - \$135,000**

Installed new wall coverings, acoustic ceilings, and painting throughout the Ground Floor Baggage Claim area and restrooms. Installed new Foot Grille Entrance at the main revolving door entrance. Coordinated work of separate contractors hired by the Authority. All work performed with Airport in full operation.

**Boiler House Roof Repairs – Manchester, NH**

**Sununu Youth Development Center - \$209,000**

Performed structural repair/replacement on three roofs associated with the Boiler House. Resolved issues with existing concrete plank roof to allow torch-applied built up roofing system to maintain manufacturer's warranty.

**Mechanical Upgrades and Roofing – Concord, NH**

**New Hampshire Fire Academy, Health & Human Services, TMC/Burn Buildings - \$456,221**

Performed energy upgrades, HVAC modifications, and miscellaneous upgrades at five separate State facilities. All buildings required high security and extensive documentation of daily activities.

**Airlift Accessible Fire Towers – Effingham & Nottingham, NH**

**Green Mountain and Pawtuckaway Mountain - \$387,000**

Perform structural upgrades and construct new fire watch cabins at remote locations

**Seabrook Welcome Center Renovations – Seabrook, NH**

**Seabrook Welcome Center, I-95N - \$234,000**

Interior and exterior improvements to 24/7 occupied facility, including concrete, carpentry, painting, plumbing and new split system HVAC.

**General Office Renovations – Kingston, NH**

**Sanborn Regional High School - \$130,000**

Renovate main office to create enhanced security controls including selective demo, metal stud/GWB partitions, automatic sliding windows w/bullet-proof glazing, tile & carpeting, millwork, painting and electrical.



# Project Resource Group, LLC

sustainable building solutions

31 AUG 2016

TO: Jennifer McCormack, Library Director  
Nashua Public Library  
2 Court Street  
Nashua, NH 03060

REF: CONSTRUCTION SERVICES PROPOSAL  
NASHUA PUBLIC LIBRARY – WEST WING RENOVATION  
IFB0745-083116

## ***PROPOSED MAJOR SUBCONTRACTORS***

In response to the Submittal Requirements listed in the above reference IFB, we are pleased to submit the following proposed subcontractors:

### **MILLWORK**

A.P. Dailey Custom Laminating Corp.  
6 Ledge Road  
Windham, NH 03087  
Christine McBride  
603.437.6666

### **MECHANICAL**

EJC Engineers, LLC  
7 Emerald Drive  
Nashua, NH 03060  
Ed Chaviano, PE, CEM  
603.589.8416

### **ELECTRICAL**

Gate City Electric  
5 Pine Street Ext, Suite 5L  
Nashua, NH 03060  
Guy Lavoie  
603.886.0200



# Project Resource Group, LLC

sustainable building solutions

## REFERENCES

Manchester-Boston Regional Airport  
1 Airport Road, Suite 300  
Manchester, NH  
John Adams, Facilities Manager (603) 624-6539 (603) 628-6038(f)

City of Franklin  
316 Central Street  
Franklin NH 03235  
Elizabeth Dragon, City Manager (603) 934-3900 (603) 934-7413(f)  
Krystal Alpers, Dir Parks & Rec

NH Department of Resources & Economic Development  
172 Pembroke Road, PO Box 1856  
Concord NH 03302-1856  
Tom Mansfield, Project Manager (603) 271-2606 (603) 271-2629(f)

Faucher Studio  
4 Reed Rd  
Pepperell, MA 01463  
Pamela Worden & Charles Faucher (978) 433-9793

Town of Derry  
14 Manning Street  
Derry New Hampshire 03038  
Michael Fowler, P.E., Dir of PW (603) 432-6144 (603) 432-6130(f)  
Ron Robinson

City of Nashua  
229 Main Street  
Nashua, NH 03600  
John Griffin, CFO (603) 589-3260 (603) 594-3450(f)

New Hampshire Housing Finance Authority  
32 Constitution Drive  
Bedford, NH  
Shaun Malone, Sr. Construction Analyst (603) 310-9212

Sanborn Regional High School  
17 Danville Rd  
Kingston, NH 03848  
Steven Riley, Facilities Director (603) 765-4562

DIV	ITEM	BID ITEM		
01	GENERAL CONDITIONS	56765		
02	SELECTIVE DEMOLITION	20095		
06	CARPENTRY	84460		
07	JOINT SEALANT	800		
08	DOORS/FRAMES/HRDWRE	18250		
08	WOOD WINDOWS	18000		
09	MTL STUD/GWB/INSULATION	16800		
09	ACOUSTICAL PANEL CEILINGS	4500		
09	RESILIENT TILE FLOORING/BASE	6750		
09	TILE CARPETING	38351		
09	PAINTING	19000		
10	SIGNAGE/TV'S/FE CAB	10250		
23	HVAC	11000		
26	ELECTRICAL	62000	367021	
ALT 1	MOISTURE MITIGATION	28330		
ALT 2	ALUM STOREFRONT	(3123)		
ALT 3	COLUMN COVERS	2696		
ALT 4	ADA BATHROOM	25530	53433	
	SUBTOTAL			420454
	OH & P			31749
	BOND			13567
	<b>TOTAL W/ALTERNATES</b>			<b>465769</b>



# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

---

This agreement is made:

**BETWEEN the OWNER:** City of Nashua, New Hampshire  
229 Main Street  
Nashua, NH 03060-2019

**And the CONTRACTOR:** Project Resource Group  
PO Box 43 (237 Pleasant Pond Rd.)  
Francestown, NH 03043  
and its successors, transferees and assignees  
(together "CONTRACTOR")

For the following Project: **Nashua Library West Wing Expansion**

## ARTICLE 1 – THE CONTRACT DOCUMENTS

The **CONTRACTOR** shall complete the work described in the Contract Documents for this project. The documents consist of:

1. This Agreement signed by the **OWNER** and **CONTRACTOR**, including the General Terms and Conditions;
2. Scope of Work – **IFB0475-083116 and addendums issued;**
3. Project Manual
4. Drawings and Specifications provided in the bid documents;
5. Payment and Performance Bonds;
6. Insurance Certificate;
7. Written change orders for minor changes in the Work issued after execution of this Agreement; and
8. Fully Executed **OWNER** Purchase Order

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

In the event of a conflict between the terms of the Proposals and the terms of this Agreement, a written change order and/or fully executed **OWNER** Purchase Order, the terms of this Agreement, the written change order or the fully executed **OWNER** Purchase Order shall control over the terms of the Proposals

## ARTICLE 2 – PERIOD OF PERFORMANCE

**CONTRACTOR** shall perform and complete all work within the time periods set forth and may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. **CONTRACTOR** shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua. Substantial completion of all work is required by Tuesday, February 28, 2017.

## ARTICLE 3 – CONTRACT SUM

Subject to additions and deductions by Change Order, the **OWNER** shall pay **CONTRACTOR**, in accordance with the Contract Documents, the Contract Sum of:

**\$ 412,357** plus **\$ 2,696** for **alternate #3** “Upgrade column surrounds”, and **\$ 25,530** for **alternate #4** “New ADS Bath 04” for a total of **\$440,583**. Alternate #1 “Slab moisture mitigation” will be added as a change order in the **amount not to exceed \$28,330** if it is deemed necessary after moisture testing is completed.

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

## ARTICLE 4 – INSURANCE AND INDEMNIFICATION

**CONTRACTOR** shall carry and maintain in effect during the performance of services under this contract:

- General liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- Motor Vehicle Liability: \$1,000,000 Combined Single Limit;  
**\*Coverage must include all owned, non-owned and hired vehicles.**
- Workers’ Compensation Coverage in compliance with the State of NH Statutes, \$100,000/\$500,000/\$100,000.

**CONTRACTOR** and subcontractors at every tier will fully comply with NH RSA Chapter 281-A, “Workers’ Compensation”.

The parties agree that **CONTRACTOR** shall have the status of and shall perform all work under this contract as an independent **CONTRACTOR**, maintaining control over all its consultants, sub consultants, or subcontractor’s. The only contractual relationship created by this contract is between the **OWNER** and **CONTRACTOR**, and nothing in this contract shall create any contractual relationship between the **OWNER** and **CONTRACTOR**’s consultants, sub consultants, or subcontractor’s. The parties also agree that **CONTRACTOR** is not an **OWNER** employee and that there shall be no:

1. Withholding of income taxes by the **OWNER**:

2. Industrial insurance coverage provided by the **OWNER**;
3. Participation in group insurance plans which may be available to employees of the **OWNER**;
4. Participation or contributions by either the independent **CONTRACTOR** or the **OWNER** to the public employee's retirement system;
5. Accumulation of vacation leave or sick leave provided by the **OWNER**;
6. Unemployment compensation coverage provided by the **OWNER**.

**CONTRACTOR** will provide the **OWNER** with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the **OWNER** issues the notice of award. The **OWNER** requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. General Liability and Auto Liability policies must name the OWNER as an additional insured and reflect on the certificate of insurance. **CONTRACTOR** is responsible for filing updated certificates of insurance with the **OWNER's** Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, **CONTRACTOR** must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve **CONTRACTOR** of its responsibilities or limit the amount of its liability to the **OWNER** or other persons, and **CONTRACTOR** is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the **OWNER** shall be called upon to contribute to a loss.
- **CONTRACTOR** is responsible for and required to remedy all damage or loss to any property, including property of the **OWNER**, caused in whole or part by **CONTRACTOR** or anyone employed, directed, or supervised by **CONTRACTOR**.

Regardless of any coverage provided by any insurance, **CONTRACTOR** agrees to indemnify and shall defend and hold harmless the **OWNER**, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of **CONTRACTOR** or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. **CONTRACTOR's** indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

# *General Terms and Conditions*

## ARTICLE 5 – GENERAL PROVISIONS

1. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.
2. The term “Work” means the construction and services required by the Contract Documents, and include all other labor, materials, equipment and services provided by the **CONTRACTOR** to fulfill the **CONTRACTOR**'s obligations.
3. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the **CONTRACTOR**. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
4. In the case of a discrepancy, calculated dimensions will govern over scaled dimensions, Contract Drawings will govern over Standard Specifications, and Technical Specifications will govern over both Contract Drawings and Standard Specifications. In the case of a discrepancy between the Agreement and other Contract Documents, the more specific or stringent obligation or requirement to the benefit of the **OWNER** shall take precedence.
5. The **CONTRACTOR** shall take no advantage of any apparent error or omission in the Contract Drawings or Technical Specifications, and the Engineer will be permitted to make such corrections and interpretations as may be deemed necessary to fulfill the intent of the Contract Documents.

## ARTICLE 6 – OWNER

1. Except for permits and fees, which are the responsibility of the **CONTRACTOR** under the Contract Documents, the **OWNER** shall obtain and pay for other necessary approvals, easements, assessments and charges.
2. If the **CONTRACTOR** fails to correct Work that is not in accordance with the Contract Documents, the **OWNER** may direct the **CONTRACTOR** in writing to stop the Work until the correction is made.
3. If the **CONTRACTOR** defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the **OWNER** to correct such default or neglect with diligence and promptness, the **OWNER** may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the **CONTRACTOR**.
4. The **OWNER** reserves the right to perform construction or operations related to the project with the **OWNER**'s own forces, and to award separate contracts in connection with other portions of the project.
5. The **CONTRACTOR** shall coordinate and cooperate with separate **CONTRACTORs** employed by the **OWNER**.
6. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

## ARTICLE 7 – CONTRACTOR

1. Execution of the Contract by the **CONTRACTOR** is a representation that the **CONTRACTOR** has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
2. The **CONTRACTOR** shall carefully study and compare the Contract Documents with each other and with information furnished by the **OWNER**. Before commencing activities, the **CONTRACTOR** shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the **CONTRACTOR** with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the **OWNER**.
3. Within ten (10) days of notification of award, and prior to commencement of work, the **CONTRACTOR** shall obtain and forward to **OWNER** a Performance Bond and a Payment Bond representing 100% of the contract work
4. The **CONTRACTOR** shall supervise and direct the Work, using the **CONTRACTOR's** best skill and attention. The **CONTRACTOR** shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
5. The **CONTRACTOR**, as soon as practicable after award of the Contract, shall furnish in writing to the **OWNER** the names of subcontractors or suppliers for each portion of the Work. The **OWNER** will promptly reply to the **CONTRACTOR** in writing if, after due investigation, he has reasonable objection to the subcontractors or suppliers listed.
6. Unless otherwise provided in the Contract Documents, the **CONTRACTOR** shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.
7. The **CONTRACTOR** shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
8. The **CONTRACTOR** warrants to the **OWNER** that (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.
9. The **CONTRACTOR** shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.
10. The **CONTRACTOR** shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
11. The **CONTRACTOR** shall comply with and give notices required by agencies having jurisdiction over the Work. If the **CONTRACTOR** performs Work knowing it to be contrary to laws, statutes, ordinances building codes, and rules and regulations without notice to the **OWNER**, the **CONTRACTOR** shall assume full responsibility for such Work and shall bear the attributable costs. The **CONTRACTOR** shall promptly notify the **OWNER** in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.
12. The **CONTRACTOR** shall promptly review, approve in writing and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

13. The **CONTRACTOR** shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the **OWNER**.
14. The **CONTRACTOR** shall be responsible for cutting, fitting or patching required completing the Work or to make its parts fit together properly.
15. The **CONTRACTOR** shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
16. **CONTRACTOR** warrants and guarantees to **OWNER**, for 1(one) year, upon completion of work, that all Work will be in accordance with the Contract Documents and will not be defective. **CONTRACTOR**'s warranty and guarantee hereunder excludes defects or damage caused by:
  - Abuse, modification, or improper maintenance or operation by persons other than **CONTRACTOR**, subcontractors, suppliers, or any other individual or entity for whom **CONTRACTOR** is responsible; or
  - Normal wear and tear under normal usage.

#### **ARTICLE 8 – CHANGES IN THE WORK**

1. After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The **OWNER**, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
2. A Change Order shall be a written order to the **CONTRACTOR** signed by the **OWNER** to change the Work, Contract Sum or Contract Time.
3. Change Order requests must include material and equipment cost plus labor with a profit margin of no more than 10%. Change Orders **may require approval** by the Board of Public Works and the **OWNER**'s Finance Committee vote prior to proceeding.
4. The **OWNER** will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the **OWNER** and **CONTRACTOR**. The **CONTRACTOR** shall carry out such written orders promptly.
5. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment following authorization of the **OWNER** to the charges.

#### **ARTICLE 9 – TIME**

1. Time limits stated in the Contract Documents are of the essence to the Contract.
2. If the **CONTRACTOR** is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the **CONTRACTOR**'s control, the Contract Time shall be extended by Change Order for such reasonable time as may be determined.

#### **ARTICLE 11 – PAYMENTS AND COMPLETION**

1. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the **OWNER** to the **CONTRACTOR** for performance of the Work under the Contract Documents.

2. Once every **thirty (30) days**, the **CONTRACTOR** shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the **CONTRACTOR's** right to payment as the **OWNER** may reasonably require.
3. Application for Payment performed under this agreement shall be submitted directly to:

**City of Nashua  
Accounts Payable  
PO Box 2019  
Nashua, NH 03061-2019**

To facilitate the proper and timely payment of applications, the **OWNER** requires that all applications contain a valid **PURCHASE ORDER NUMBER**.

4. The **CONTRACTOR** warrants that title to all Work covered by an Application for Payment will pass to the **OWNER** no later than the time of payment. The **CONTRACTOR** further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the **OWNER** shall, to the best of the **CONTRACTOR's** knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the **OWNER's** interests.
5. **OWNER** shall make payments, for work satisfactorily completed and accurately invoiced, on the basis of **CONTRACTORs** Application for Payment, within **30** days of approval by the **OWNER**.
6. The **CONTRACTOR** shall promptly pay each subcontractor and supplier out of the amount paid to the **CONTRACTOR** on account of such entities' portion of the Work.
7. The **OWNER** shall have no responsibility for the payment of money to a subcontractor or supplier.
8. An Application for Payment, a progress payment, or partial or entire use or occupancy of the project by the **OWNER** shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.
9. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the **OWNER** can occupy or utilize the Work for its intended use.
10. When the Work or designated portion thereof is substantially complete, the **CONTRACTOR** and **OWNER** shall establish responsibilities for completion and shall fix the time within which the **CONTRACTOR** shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.
11. Upon receipt of a final Application for Payment, the **OWNER** will inspect the Work. When he finds the Work acceptable and the Contract fully performed, the **OWNER** will promptly issue a final Certificate for Payment.
12. Acceptance of final payment by the **CONTRACTOR**, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

**ARTICLE 11- RETAINAGE**

1. The **OWNER** will retain a portion of the progress payment, each month, in accordance with the following procedures:
  - a. The **OWNER** will establish an escrow account in the bank of the **OWNER's** choosing. The account will be established such that interest on the principal will be paid to the **CONTRACTOR**. The principal will be the accumulated retainage paid into the account by the **OWNER**. The principal will be held by the bank, available only to the **OWNER**, until termination of the contract.
  - b. Until the work is 50% complete, as determined by the **OWNER**, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage will be deposited in the escrow account established above.
  - c. After the work is 50% complete, and provided the **CONTRACTOR** has satisfied the **OWNER** in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount will be withheld. The escrow account will remain at the same balance throughout the remainder of the project.
2. Upon final completion and acceptance of the Work, **OWNER** shall hold 2% retainage during the 1 (one) year warranty period and release it only after the project has been accepted.

**ARTICLE 12- PROTECTION OF PERSONS AND PROPERTY**

1. The **CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The **CONTRACTOR** shall promptly remedy damage and loss to property caused in whole or in part by the **CONTRACTOR**, or by anyone for whose acts the **CONTRACTOR** may be liable.

**ARTICLE 13 - CORRECTION OF WORK**

1. The **CONTRACTOR** shall promptly correct Work rejected by the **OWNER** as failing to conform to the requirements of the Contract Documents. The **CONTRACTOR** shall bear the cost of correcting such rejected work
2. In addition to the **CONTRACTOR's** other obligations including warranties under the Contract, the **CONTRACTOR** shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.
3. If the **CONTRACTOR** fails to correct nonconforming Work within a reasonable time, the **OWNER** may correct it and the **CONTRACTOR** shall reimburse the **OWNER** for the cost of the correction.

**ARTICLE 14 - PROHIBITED INTERESTS**

**CONTRACTOR** shall not allow any officer or employee of the **OWNER** to have any indirect or direct interest in this contract or the proceeds of this contract. **CONTRACTOR** warrants that no officer or employee of the **OWNER** has any direct or indirect interest, whether contractual, non-contractual, financial or otherwise, in this contract or in the business of the **CONTRACTOR**. **CONTRACTOR** also warrants that it presently has no interest and that it will not acquire any

interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. **CONTRACTOR** further warrants that no person having such an interest shall be employed in the performance of this contract. If any such interest comes to the attention of **CONTRACTOR** at any time, a full and complete disclosure of the interest shall be immediately made in writing to the **OWNER**. If **OWNER** determines that a conflict exists and was not disclosed to the **OWNER**, it may terminate the contract at will or for cause.

## **ARTICLE 15 – TERMINATION OF THE CONTRACT**

### ***TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL***

The **OWNER**, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the **OWNER** chooses to terminate, abandon, or suspend all or part of the project, it shall provide **CONTRACTOR** 10 day's written notice of its intent to do so. If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or that part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, **CONTRACTOR** shall:

- a. Immediately discontinue work on the date and to the extent specified in the notice.
- b. Provide the **OWNER** with a list of all unperformed services.
- c. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
- d. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the **OWNER** of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the **OWNER** any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
- e. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the **OWNER** to resume performance.

In the event of a termination, abandonment, or suspension at will, **CONTRACTOR** shall receive all amounts due and not previously paid to **CONTRACTOR** for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

### ***TERMINATION FOR CAUSE***

This agreement may be terminated by the **OWNER** on 10 calendar day's written notice to **CONTRACTOR** in the event of a failure by **CONTRACTOR** to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the **OWNER**, to complete or make sufficient progress on the work in a timely and professional manner. **CONTRACTOR** shall be given an opportunity for consultation with the **OWNER** prior to the effective date of the termination. **CONTRACTOR** may terminate the contract on 10 calendar days written notice if, through no fault of **CONTRACTOR**, the **OWNER** fails to pay **CONTRACTOR** for 45 days after the date of approval by the **OWNER** of any Application for Payment.

Upon receipt of notice of termination for cause, **CONTRACTOR** shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the **OWNER** with a list of all unperformed services.
3. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
4. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the **OWNER** of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the **OWNER** any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
5. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the **OWNER** to resume performance.

In the event of a termination for cause, **CONTRACTOR** shall receive all amounts due and not previously paid to **CONTRACTOR** for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the **OWNER** by reasons of **CONTRACTOR's** failure. **CONTRACTOR** shall not be relieved of liability to the **OWNER** for damages sustained from the failure, and the **OWNER** may withhold any payment to the **CONTRACTOR** until such time as the exact amount of damages due to the **OWNER** is determined. All claims for payment by the **CONTRACTOR** must be submitted to the **OWNER** within 30 days of the effective date of the notice of termination.

If after termination for the failure of **CONTRACTOR** to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the **OWNER**, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that **CONTRACTOR** had not so failed, the termination shall be deemed to have been a termination at will. In that event, the **OWNER** shall, if necessary, make an adjustment in the compensation paid to **CONTRACTOR** such that **CONTRACTOR** receives total compensation in the same amount as it would have received in the event of a termination-at-will.

#### ***GENERAL PROVISIONS FOR TERMINATION***

Upon termination of the contract, the **OWNER** may take over the work and prosecute it to completion by agreement with another party or otherwise. Upon termination of the contract or in the event **CONTRACTOR** shall cease conducting business, the **OWNER** shall have the right to solicit applications for employment from any employee of the **CONTRACTOR** assigned to the performance of the contract. Neither party shall be considered in default of the performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of **CONTRACTOR's** principals, officers, employees, agents, subcontractors, sub consultants, vendors, or suppliers are expressly recognized to be within **CONTRACTOR's** control.

## ARTICLE 16- DISPUTE RESOLUTION

The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the **OWNER** Representative and the **CONTRACTOR** Representative. At all times, **CONTRACTOR** shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the **OWNER**. If the parties are unable to resolve their dispute as described above within 30 days, the parties may request that the dispute be submitted to the Board of Aldermen for resolution. If the parties are dissatisfied with the decision of the Board of Aldermen, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

## ARTICLE 17- CHOICE OF LAW AND VENUE

This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere

## ARTICLE 18- MISCELLANEOUS PROVISIONS

1. Neither party to the Contract shall assign the Contract as a whole without written consent of the other.
2. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.
3. If additional testing is required, the **CONTRACTOR** shall perform these tests.
4. The **OWNER** shall pay for tests except for testing Work found to be defective for which the **CONTRACTOR** shall pay.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

\_\_\_\_\_  
*City of Nashua, NH (signature)*

\_\_\_\_\_  
*CONTRACTOR (signature)*

\_\_\_\_\_  
*James Donchess, Mayor*  
*(Printed Name and Title)*

\_\_\_\_\_  
*(Printed Name and Title)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

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September 29, 2016  
Memo #17-061

TO: MAYOR DONCHESSE  
FINANCE COMMITTEE

SUBJECT: CHANGE ORDER #1 BROAD STREET PARKWAY BRIDGE LED LIGHTING (VALUE  
\$2,250)  
DEPARTMENT: 181 COMMUNITY DEVELOPMENT; FUND: CAPITAL PROJECT

Please see attached communication from Sarah Marchant, Community Development Division Director, dated September 27, 2016 for information related to this contract award.

Sarah Marchant, Director of Community Development and the Purchasing Department recommend Change Order #1 to this contract to **Port Lighting, Inc.** of **Seabrook, NH** in the amount of **\$2,250**.

Respectfully,

*Dan Kookan*  
Purchasing Manager

Cc: S. Marchant J. Graziano



# City of Nashua

## Community Development Division

City Hall, 229 Main Street, PO Box 2019  
Nashua, New Hampshire 03061-2019

Community Development 589-3095  
Planning and Zoning 589-3090  
Building Safety 589-3080  
Code Enforcement 589-3100  
Urban Programs 589-3085  
Transportation Department 880-0100  
FAX 589-3119  
[www.nashuanh.gov](http://www.nashuanh.gov)

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To: Dan Kookan, Purchasing Manager

From: Sarah Marchant, Director of Community Development

Date: September 27, 2016

Re: Amendment to Port Lighting, Inc Professional Services Contract

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In June of 2016 the Finance Committee approved the award of a contract to Port Lighting, Inc in the amount of \$149,979 for the design and installation of the Broad Street Parkway River Bridge LED Lighting contract. Funding for this project was donated by Mr. Richard Stahl in December, 2015 and accepted by the Board of Alderman via R-15-197.

The original RFP and contract did not include the requirement for the project to including bonding. Understanding a bond is required by state law to start the project, the contractor offered to split the bond procurement costs with the City. An amendment to the contract has been put forward in the amount of \$2250 to include half of the financing costs for procuring a bond for the project by the contractor. Herewith, please find construction change order No. 1 which increases the contract price by \$2,250 for the added requirement of the contractor providing performance and payment bonds as required by law.

# CHANGE ORDER

No. 1

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PROJECT: Broad Street Parkway Lighting

OWNER'S CONTRACT NO: 127871

EXECUTED CONTRACT DATE: July 15, 2016

DATE OF ISSUANCE: 9/27/16 EFFECTIVE DATE: Upon City Approval

OWNER: City of Nashua, NH

OWNER's Purchase Order NO.: 127871

CONTRACTOR: Lighthouse Productions Inc, DBA Port Lighting Systems

ENGINEER: \_\_\_\_\_

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You are directed to make the following changes in the Contract Documents:

**Description:**

An amendment to the contract has been put forward in the amount of \$2,250 to include half of the financing costs for procuring a bond for the project by the contractor.

**Justification:**

The original RFP and contract did not include the requirement for the project to including bonding. Understanding a bond is required by state law to start the project, the contractor offered to split the bond procurement costs with the City.

## Summary

<b><u>CHANGE IN CONTRACT PRICE:</u></b>		<b><u>CHANGE IN CONTRACT TIMES:</u></b>	
Original Contract Price  <b>\$149,978.70</b>		Original Contract Times  Substantial completion: Ready for final payment:	
Net changes from previous Change Orders  <b>\$0.00</b>		Net change from previous Change Orders	
Contract Price prior to this Change Order  <b>\$149,978.70</b>		Contract Times prior to this Change Order  Substantial completion: Ready for final payment:	
Net Increase ( <del>decrease</del> ) of this Change Order  <b>\$2,250</b>		Net Increase ( <del>decrease</del> ) of this Change Order	
Contract Price with all approved Change Orders  <b>\$152,228.70</b>		Contract Times with all approved Change Orders  Substantial completion: Ready for final payment:	
<b><u>RECOMMENDED:</u></b>	<b><u>ACCEPTED:</u></b>	<b><u>APPROVED:</u></b>	
By: _____ Sarah Marchant (Authorized Signature)  Date: _____	By: _____ Port Lighting Systems (Authorized Signature)  Date: _____	By: _____ Mayor Jim Donchess Owner (Authorized Signature)  Date: _____	



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

September 29, 2016

Memo #17-059

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR SUPERVISED VISITATION AND SAFE EXCHANGE  
SERVICES (VALUE: NOT-TO-EXCEED \$140,000)  
DEPARTMENT: 171 COMMUNITY SERVICES; FUND: DEPARTMENT OF JUSTICE,  
SAFE HAVENS GRANT

Please see attached communications from Bobbie Bagley, Director, Division of Public Health and Community Services for the information related to this contract award.

Pursuant to **§ 5-83. Professional services**. C. Professional services shall be solicited with a written statement that includes at a minimum, the services required and the schedule of performance. Responses to solicitations shall contain, at a minimum, the services to be provided, the schedule of performance, the hourly rate(s), and/or a not-to-exceed (NTE) contract price as appropriate, and any exceptions to the solicitation. The Purchasing Manager shall submit both documents to the Finance Committee together with the recommendation for award of the contact.

The Director, Division of Public Health and Community Services and the Purchasing Department recommend the award of this contract in an amount **not-to-exceed \$140,000** to **Greater Nashua Mental Health Center of Nashua, NH**.

Respectfully,

Dan Kookan  
Purchasing Manager

Cc: B Bagley J Graziano



# THE CITY OF NASHUA

*Division of Public Health and Community Services  
Community Services Department*

*"The Gate City"*

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TO: Daniel Kooken, Purchasing Manager

FROM: Bobbie Bagley, Director, Division of Public Health and Community Services

SUBJECT: CONTRACT AWARD FOR SUPERVISED VISITATION AND SAFE EXCHANGE SERVICES (VALUE: NTE \$140,000)

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The City of Nashua was awarded a United States Department of Justice; Office on Violence against Women (OVW) Cooperative Agreement entitled Safe Havens: Supervised Visitation and Safe Exchange Grant Program. Under the terms of this Cooperative Agreement, the City of Nashua was expected to subcontract with an appropriate partner in order to provide court-ordered supervised visitation and safe exchange of children for families with a history of domestic violence, child abuse, sexual assault, and stalking.

The Greater Nashua Mental Health Center (GNMHC) currently operates the Supervised Visitation Center for the greater Nashua area and works with the District Court servicing those families deemed by the court to be in need of these services. The GNMHC was named in the City's application to the Department of Justice for this Cooperative Agreement as the agency that operates the Nashua Supervised Visitation Center.

On October 17, 2012, the City entered into a two-year agreement with the GNMHC to provide supervised visitation and safe exchanges. Since that time, two one-year grant extensions were approved from OVW and the City subsequently approved two one-year contract amendments with GNMHC. The current contract amendment expires on September 30, 2016.

OVW has just approved the third one-year grant extension resulting in our third one-year contract amendment with GNMHC to expire on September 30, 2017.

A copy of this third proposed Agreement to Extend the Independent Contractor Agreement, as well as the original contract, is attached for your review. Both our Risk Management and Legal Departments have reviewed these documents.

Please note, that no City funds will be expended under this project and no match is required. Resolution R-12-060 relative to the acceptance and appropriation of these Cooperative Agreement funds was passed by the Board of Alderman and approved by the Mayor on September 25, 2012.

The Division of Public Health and Community Services recommends awarding this third contract amendment in a sum **not-to-exceed \$140,000** to **Greater Nashua Mental Health Center, Nashua, NH.**

THIRD AGREEMENT  
TO EXTEND INDEPENDENT CONTRACTOR AGREEMENT

This AGREEMENT is made as of October 1, 2016 between the City of Nashua, New Hampshire with an address of 229 Main Street, Nashua, New Hampshire ("Contractor") and the Greater Nashua Mental Health Center (GNMHC) (hereinafter "Subcontractor"), 100 West Pearl Street, Nashua, New Hampshire 03060 (collectively referred to as the "Parties"). The Parties hereby enter into this Agreement to Extend Independent Contractor Agreement (hereinafter "Agreement") under the terms and conditions set forth below. This contract is effective from October 1, 2016 – September 30, 2017.

WHEREAS, the City and Subcontractor entered into an Agreement dated November 3, 2012 for the purpose of enhancing the current supervised visitation and safe exchange program in the City of Nashua; and

WHEREAS, the initial contract and extensions ended on September 30, 2016; and

WHEREAS, the Grantor, the Office on Violence Against Women (OVW) has approved a third twelve-month extension on September 27, 2016, for the project effective October 1, 2016 – September 30, 2017.

NOW, therefore, in consideration of the mutual covenants contained herein, the parties hereby mutually agree as follows:

1. That the term of the Agreement shall be extended for an additional twelve (12) months from October 1, 2016 to September 30, 2017.
2. That the total amount to be paid by the city under this one-year extension shall not exceed \$140,000.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives placed their hands as of the date first above written.

City of Nashua

Greater Nashua Mental Health Center

\_\_\_\_\_  
By: Jim Donchess, Mayor

\_\_\_\_\_  
By: Craig Amoth, Executive Director

## INDEPENDENT CONTRACTOR AGREEMENT

### *The Greater Nashua Mental Health Center and the City of Nashua, NH*

AGREEMENT made this \_\_\_\_\_ day of the month of \_\_\_\_\_, 2012 by and between the City of Nashua, New Hampshire (hereinafter "Contractor"), a municipal corporation with a principal place of business at 229 Main Street, Nashua, New Hampshire 03060 and the Greater Nashua Mental Health Center (GNMHC) (hereinafter "Subcontractor"), 100 West Pearl Street, Nashua, New Hampshire 03060 (collectively referred to as the "Parties"). The Parties hereby enter into this Independent Contractor Agreement (hereinafter "Agreement") under the terms and conditions set forth below. This contract is effective from October 17, 2012 – September 30, 2014.

#### **A. Scope of Services**

The City of Nashua and the Greater Nashua Mental Health Center mutually agree to the following regarding the City of Nashua's Safe Havens: Supervised Visitation and Safe Exchange Grant Program Subcontract:

1. GNMHC will:
  - a. Ensure the Office on Violence Against Women's (OVW) Cooperative Agreement deliverables are met according to the Special Conditions outlined in the Cooperative Agreement including, but not limited to, visitation center operations, Memoranda of Understanding, site plans, policies and procedures and security plans.
  - b. Ensure timely submission of required administrative and financial reports to the City of Nashua's Safe Havens' Program Coordinator and Financial Manager.
  - c. Operate a Visitation Center in Nashua that will provide supervised visitation and safe visitation of children by and between parents in situations involving domestic violence, child abuse, sexual assault and stalking.
  - d. Ensure that contract funds are not used to support individual counseling, family counseling, parent education, support groups or therapeutic supervision.
  - e. Ensure that victims are not required to attend or utilize parent education or other program services in order to participate in the services provided at the Visitation Center.
  - f. Respond to requests for information regarding the Visitation Center from the City, OVW, OVW's Technical Assistance Team or the Visitation Center's Advisory Council's members.
  - g. Employ a Program Specialist who will be responsible to oversee the day-to-day operations of the services covered under this contract.
  - h. Participate in required OVW-sponsored trainings and required Technical Assistance webinars, phone conferences and site visits as determined by the City of Nashua.
  - i. Attend regularly scheduled meetings convened by the above named agencies and organizations. Engage other stakeholders as appropriate.
  - j. Inform the Division of Public Health and Community Services Safe Havens Program Coordinator of needs and planning issues that may require the attention of the City.
  - k. Recruit members, plan for and facilitate meetings of the Visitation Center's Advisory Council.
  - l. Responsible for coordination of communications between Advisory Council members, GNMHC, and the City.
  - m. Participate in the development and implementation of the Visitation Center's Policies and Procedures Manual according to the requirements of the Office of Violence on Women's Cooperative Agreement.
  - n. Develop and implement adequate security measures, including but not limited to, adequate facilities, procedures, and personnel capable of preventing violence, for the operation of supervised visitation programs or safe visitation exchanges.
  - o. Visitation staff and supervisors must have approval from the City and OVW before participating in any trainings that have been recommended by the Advisory Board and are either funded by OVW or would occur during staff hours funded by OVW.
  - p. All expenditures must be clearly stated in the OVW approved budget and budget justification. Any and all deviations must receive prior approval by the City. Any

expenses incurred by the GNMHC that are not included in the OVW approved budget will not be reimbursed by the City and will be the sole responsibility of the GNMHC.

- q. Ensure that proper documentation is maintained which determines each client's eligibility for the program and that only expenses relating to these clients are submitted for reimbursement to the City.
- r. Visitation Center staff and supervisors will only contact OVW directly after consulting with the City.

## **B. Progress Reporting:**

1. Quarterly progress reports are due to the City's Program Coordinator as follows:
  - For the project period January 1 – March 30, Report is due by April 15;
  - For the project period April 1 – June 30, Report is due by July 15;
  - For the project period July 1 – September 30, Report is due by October 15;
  - For the project period October 1 – December 31, Report is due by January 15.
2. The Visitation Center's Program Specialist will communicate weekly with the City's Program Coordinator regarding the Center's operations, issues, concerns and deliverables.
3. The Visitation Center's Program Specialist will provide an update on the Center's activities as they pertain to this subcontract during monthly technical assistance calls and monthly Visitation Center Advisory Council meetings.

## **C. Publications Funded Under this Contract**

1. The subcontractor agrees to submit directly to the contractor, one copy of all required reports and any other written materials or products that are funded under this project not less than thirty (30) days prior to public release. This will ensure that the contractor will be able to obtain OVW approval prior to the release of materials. Materials may not be released until the Contractor has given final approval. The subcontractor will not submit any materials directly to OVW or VERA's Technical Assistance team.
2. All materials and publications (written, visual, or sound) produced as part of activities from this contract shall contain the following statements: "This project was supported by Grant No. 2011-CW-AX-K019 awarded by the Office on Violence Against Women, U.S. Department of Justice. The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice, Office on Violence Against Women."
3. Pursuant to 28 CFR 66.34, the Office on Violence Against Women reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, in whole or in part (including in the creation of derivative works), for Federal Government purposes:
  - (a) Any work that is subject to copyright and was developed under this contract; and
  - (b) Any work that is subject to copyright for which ownership was purchased by the subcontractor.

In addition, the subcontractor must obtain advance written approval from the City, and must comply with all conditions specified by the City in connection with that approval before: 1) using award funds to purchase ownership of, or a license to use, a copyrighted work; or 2) incorporating any copyrighted work, or portion thereof, into a new work developed under this contract.

## **D. Staffing Provisions**

### **1. Current Staff**

The GNMHC shall provide the City within 30 days of contract agreement, a copy of a current resume or summary Bio for any employee currently employed by the Visitation Center who will be either working at the Visitation Center or who is supported in whole or in part by the funds under this contract.

### **2. New Hires**

The GNMHC shall notify the City in writing, within 15 days of hire, when a new Program Specialist, Per Diem Visitation staff or supervisor or any staff person essential to carrying out this scope of services is hired to work in the program. A resume of the employee shall accompany this notification.

### **3. Vacancies**

The GNMHC must notify the City, in writing, within 15 days, if any Visitation Center position becomes vacant. In addition, the City must be notified in writing if at any time the GNMHC does not have adequate staffing to perform all required services under this contract.

## **E. Data and reporting requirements**

Under the Government Performance and Results Act (GPRA) and VAWA 2000, grantees are required to collect and maintain data that measure the effectiveness of their grant-funded activities. The GNMHC will be required to submit program data to the City's Program Coordinator in order to monitor program effectiveness. During Phase I "Planning", the City and GNMHC will determine what program data will be used to measure program effectiveness.

This will include, but not be limited to:

- number of persons served;
- number of persons seeking services who could not be served;
- number of supervised visits between parents and children and;
- number of supervised exchanges between parents and children.

Reports including this data will be due on the 15<sup>th</sup> of each month for the previous month, once the project enters into Phase 2 "Implementation".

1. Quarterly progress reports shall be submitted to the City's Program Coordinator by January 15, April 15, July 15 and October 15 of each year that is covered by this contract.
2. The Program Specialist will communicate on a regular basis via phone and e-mail with the Program Coordinator to ensure deliverables are met.
3. The subcontractor will respond in a timely manner to all requests for information from the contractor.

## **F. On-site reviews**

1. The GNMHC shall allow a team or person authorized by the City to annually review the administration, data collection and financial management of this agreement in order to assure systems are adequate to provide the contracted services.
2. The GNMHC shall make corrective actions as advised by the review team if contracted services are not found to be provided in accordance with this Agreement.
3. Reviews may focus on any deficiencies found in previous reviews, issues of compliance with this Agreement, and actions to strengthen performance.

## **G. Place of Performance**

The place of performance of the Visitation Center will be at the Greater Nashua Mental Health Center, which is currently located at 15 Prospect Street, Nashua, NH.

## **H. Time Period**

The Grant Period is October 17, 2012 to September 30, 2014. GNMHC agrees to commence work upon the signing of this contract and complete all functions required in a timely, professional and competent manner.

## **I. Termination**

Either party can terminate this Agreement with a 90 day written notice to the other party. Should the City of Nashua terminate this agreement, it will pay GNMHC a prorated amount for all service performed up to that date. The City is entitled to all notes, drafts and documents produced by the Contractor up to that date.

GNMHC will notify the City of any staffing changes, terminations and any inability to perform any services requested.

## **J. Payment for Services**

GNMHC will be paid per month for services outlined in this contract. Total contract amount for program expenses cannot exceed \$ \$274,309.00.

## **K. Invoices**

The subcontractor will submit electronic detailed monthly invoices for contract-approved expenses to the City's Program Coordinator and Financial Manager by the 15th of the month proceeding the month that is being invoiced. Invoices must include all line items from the OVW-approved budget. Individual line items may not be overspent without prior approval by the City.

## **L. Supervision**

The GNMHC shall be responsible for the direct supervision of all Visitation Center staff. The GNMHC may seek guidance from the City regarding the activities of the Program Specialist in fulfilling the Scope of Services. The City reserves the right to inspect the work being performed under the requirements of the grant and to determine whether it is being performed in a good and "workmanlike" manner. GNMHC shall have the ultimate authority to determine the hours of work, the length of workdays, the means and methods of performance of the work, and the City shall not interfere in this regard, except when necessary to carry out the efficient and effective work of the City.

## M. Subcontractors

The GNMHC may, at their discretion and at their own expense, employ such subcontractors as may be necessary for the performance of the work. GNMHC agrees to pay any wages, taxes, unemployment insurance, withholding taxes, and workers' compensation insurance required by law for subcontractors. Said subcontractors will not be paid or supervised by the City.

## N. Insurance and Indemnification

GNMHC shall carry and maintain in effect during the performance of services under this contract:

- § General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- § and Workers' Compensation Coverage in compliance with the State of New Hampshire. Statutes, \$100,000/\$500,000/\$100,000.

GNMHC shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by GNMHC are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by GNMHC under this contract. The City of Nashua shall not maintain any insurance on behalf of GNMHC. Subcontractors are subject to the same insurance requirements as GNMHC.

The parties agree that GNMHC shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and GNMHC, and nothing in this contract shall create any contractual relationship between the City and GNMHC's consultants, sub consultants, contractors, or subcontractors. The parties also agree that GNMHC is not a City employee and that there shall be no:

- (1) Withholding of income taxes by the City;
- (2) Industrial insurance coverage provided by the City;
- (3) Participation in group insurance plans which may be available to employees of the City;
- (4) Participation or contributions by either the independent contractor or the City to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the City;
- (6) Unemployment compensation coverage provided by the City.

GNMHC will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. General Liability and Employers' Liability policies must name the **City of Nashua as an additional insured** and reflect on the certificate of insurance. GNMHC is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificates of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, GNMHC must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve GNMHC of its responsibilities or limit the amount of its liability to the City or other persons, and GNMHC is encouraged to purchase such additional insurance, as it deems necessary.
- GNMHC is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by GNMHC or anyone employed, directed, or supervised by GNMHC.

Regardless of any coverage provided by any insurance, **GNMHC** agrees to indemnify and shall defend and hold harmless the City, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of **GNMHC** or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. **GNMHC's** indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

### **O. Confidentiality**

The subcontractor acknowledges that, while performing services under this Agreement, they will have access to information which is confidential, and the subcontractor will keep this information confidential and will not disclose it to any other person. This obligation of confidentiality is continuous in nature and does not expire.

### **P. Independent Contractor**

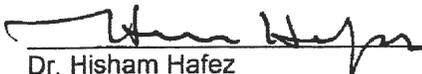
The subcontractor is associated with the City only for the purposes and to the extent specified in this Agreement, and in respect to performance of the contracted services pursuant to this Agreement, Consultant is and shall be an independent contractor and, subject only to the terms of this Agreement, shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the City whatsoever with respect to the indebtedness, liabilities, and obligations of Consultant or any other party.

### **Q. Choice of Law and Venue**

The laws of the State of New Hampshire shall govern this Agreement exclusively and any litigation related to this Agreement shall be brought to a court located in the State of New Hampshire.

  
\_\_\_\_\_  
Donnalee Lozeau, Mayor  
City of Nashua, NH

11/3/12  
Date

  
\_\_\_\_\_  
Dr. Hisham Hafez  
Executive Director and Chief Medical Officer  
Greater Nashua Mental Health Center

10-30-12  
Date



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

September 29, 2016  
Memo #17-055

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: PURCHASE OF RADIO SYSTEM FIBER OPTICS INSTALLATION (VALUE: \$14,550)  
DEPARTMENT: 157 CITYWIDE COMMUNICATIONS; FUND: CITYWIDE  
COMMUNICATIONS CAPITAL PROJECTS ACCOUNT

Please see the attached communication dated September 27, 2016 from William Mansfield, Radio Systems Manager for the information related to this purchase.

Pursuant to **§ 5-84 Special purchase procedures A**. The competitive bidding process shall not apply to the following special purchase. (5) Purchases from a sole manufacturer, where it is determined to be more efficient and economical to reduce costs of maintenance of additional repair parts, supplies or services.

The Radio Systems Manager and the Purchasing Department recommend awarding this purchase in an amount of **\$14,550 to Fiber Optic Splicing and Testing Inc. of Wakefield, MA.**

Respectfully,

*Dan Kookan*

Purchasing Manager

Cc: W Mansfield J Griffin



# City of Nashua, NH

## Wireless Communications Division

C/O William Mansfield

PO Box 785

Nashua NH 03061-0785

603-594-3521 Fax: 603-594-3615

September 27, 2016

Mr. John Griffin  
Chief Financial Officer, City of Nashua  
229 Main Street  
Nashua, NH 03061-2019

Mr Griffin,

The Information Technology Division has solicited a quote for the Communications Division to purchase and terminate fiber optic cable that would provide redundancy to the City's Radio Communication System as well as providing a connectivity to close fiber ring in south Nashua.

As you know, the City's Radio Communications System provides mission critical emergency radio communications to every entity within the City. The System has multiple sites that are currently linked together via a fiber network. Recently an automobile accident occurred in the south end of Nashua. This accident damaged the current fiber network and there was a loss of data communication to City entities in the South End. To ensure that the City has the capability to continue operating its data communications as well as the radio communications when this type of incident occurs again in the future, the Communications Division and the Information Technology Division are proposing to connect fiber from East Dunstable Road to Spit Brook Road to form a fiber ring. This ring would allow communications to continue to flow in the future by rerouting the communications through this ring.

The Communications Division worked with the Information Technology Division to solicit a quote from Fiber Optic Splicing and Testing, the City's preferred vendor. (See Attached Quote)

The Communications Division, the Radio Committee, and the Information Technology Division recommend awarding the work to Fiber Optic Splicing and Testing Inc. in the amount of \$14,550.00. Funding is available in Citywide Communications Capital Projects account 57.5050 81300 Sub Account 2008.57.15.01 Activity 81300.

Sincerely,

William Mansfield

Radio Systems Manager  
City of Nashua



**FIBER OPTIC**  
**SPLICING & TESTING, INC.**

September 26, 2016

Nick Miseirvitch  
City of Nashua  
IT Infrastructure Team Leader  
229 Main Street  
Nashua, NH 03061

**RE: Nashua, NH – East Dunstable/Spit Brook Road**

Dear Mr. Miseirvitch,

We are pleased to provide a quote to furnish the following items for the above referenced project. Prices subject to change if quantities vary more than 15% from totals. Includes the following based on a mutually satisfactory contract being reached between us and is subject to the following scope, clarifications and exclusions. FOST will provide a proposal including cost estimates for any additional work, as the need arises. Should any unforeseen or physical latent conditions be encountered during the installations, an additional proposal will be submitted. All payments are due within 30 days from receipt of an invoice. Quote is valid for 30 days.

**East Dunstable/Spit Brook Road, Nashua, NH**

- Furnish and install 48F SM, overlashed to existing cable/messenger, from existing splice enclosure outside of Spit Brook Road fire station to existing splice enclosure at Shelley Dr & E Dunstable Rd.
- Splice 36 strands @ Spit Brook Road enclosure (orange, green, and brown tubes) and splice 12 strands @ Shelley Dr enclosure (orange tube) (spliced diagrams to be provided by City)
- OTDR test 36 strands from inside Spit Brook Road station (orange, green, and brown tubes) and supply results

**Price for above.....\$14,550.00**

PLEASE NOTE: This quote assumes the following:

1. Work to be done with one mobilization.
2. Splicing and fiber testing shall be per EIA/TIA criteria.
3. Quote does not include utility pole make ready work.
4. Quote does not include sales tax.
5. Quote does not include a performance/payment bond.
6. Quote does not include the cost of major traffic control, lane closure setups or police details/flaggers.

If this agreement is acceptable, please have a duly authorized official of your company/organization sign below and return a copy for our files. Your signature will constitute formal authorization to proceed with the work program according to the terms outlined. If you have any questions, regarding this written proposal, please do not hesitate to contact me at (781) 246-0017. We look forward to working with you.

Sincerely,

*Andrew Rist*

Fiber Optic Splicing and Testing, Inc.

The foregoing offer is hereby accepted, and work is authorized to begin under the terms of the above agreement.

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Customer/Agency

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Name (Printed)

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Signature

---

Title

---

Date



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

"The Gate City"

September 29, 2016

Memo #17-060

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: INFOR/LAWSON LICENSE PURCHASE (VALUE: \$50,820)  
DEPARTMENT: 122 INFORMATION TECHNOLOGY  
FUND: TECHNOLOGY OPERATIONS

Please see the attached communication from Bruce Codagnone, CIO/IT Division Director, dated September 26, 2016 for information related to this purchase.

Pursuant to **§ 5-92 Information Technology Division participation in purchasing process**. For major purchases and contracts solicited in Accordance with § 5-78 which include computers or communications equipment or related software, including but not limited to workstations, servers, surveillance equipment and wired and wireless transmission equipment, the Information Technology Division shall participate in the purchasing process, providing advice, input and recommendations, which are so noted on the attached memo from Bruce Codagnone.

The CIO/IT Division Director and the Purchasing Department recommend this purchase in an amount of **\$50,820 to Infor USA, of Shoreview, MN.**

Respectfully,



Dan Kookan

Purchasing Manager

Cc: B. Codagnone J. Graziano



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# City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

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September 26, 2016

TO: MAYOR Donchess  
FINANCE COMMITTEE

SUBJECT: ADDITIONAL SOFTWARE, LICENSING & MAINTENANCE FOR FINANCIAL SYSTEM  
(VALUE: \$50,820)  
DEPARTMENT: 122 INFORMATION TECHNOLOGY  
ACTIVITY DESCRIPTION: TECHNOLOGY OPERATIONS

## Background

The City issued a Request for Proposal (RFP) and received proposals for an integrated Financial Management software system referred to as Enterprise Resource Planning (ERP), and related services for implementation in its \$7.5 million capital project entitled Nashua Government Innovation (NGIN). The funding of the project for the replacement and modernization of the city-wide systems that include financial and other business process systems were through the sale of bonds approved by the Board of Aldermen in July 2009 through Resolution R-09-203.

A formal Business Case for the City's new NGIN project was presented to City administration and the Board of Aldermen. The Business Case concluded that the existing system's obsolescence and limitations posed an unmitigated threat to the City's financial data and would leave the City unprotected and vulnerable. Furthermore, there were significant gaps between what the current systems could do in comparison to the features of a new ERP system that represented best government practices and features that City staff identified as requirements. In light of these compelling conclusions, replacement of the old systems with commercial-off-the-shelf (COTS) software solutions was the best viable solution for the City. The NGIN project was envisioned to address all three major components of a legacy replacement program: ERP financials; Licensing, Permitting and Code Enforcement; and ECM (electronic content management).

In July 2009, the City's Budget Review Committee of the Board of Aldermen approved the bonding of \$7.5 million for the City's entire systems modernization projects (NGIN), which included approximately \$5.5 million for the ERP Financials System implementation that was part of – the ERP financials was the first and largest component of NGIN.

The City's ERP Project Management Team and other appropriate staff collaboratively recommended the selection of the Lawson (now Infor) financial management application as their software product of choice. Final pricing and contract terms & conditions with Infor Software included all modules, software maintenance and also included further discounts for fixed price future purchases of software, licenses, services, and training.

Modules for the Infor ERP application were implemented in a phased approach. User's licenses were purchased on a limited basis initially to cover only the users that needed them. The core components of the financial system were implemented on April 12, 2012 and the core modules of the Human Capital Management system were implemented on January 1, 2013.

Our contract with Infor requires us to purchase the appropriate number of licenses for each module and provide a report to them on how we are using the licenses.

The chart below represents the additional licenses that are required:

License Pricing	List price Per User	Additional Licenses	Discounted price (45%)	Total
Project Accounting (MBAC) - Inquire	\$ 625	33	\$ 343.76	\$ 11,344
Financial Procurement (FinPro) - Inquire	\$ 1,025	55	\$ 563.75	\$ 31,006
				<b>\$ 42,350</b>

Maintenance	\$ 8,470
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Total	<b>\$ 50,820</b>
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The IT Division, Financial Services Division and this Office recommend the purchase in the amount of **\$50,820** to Infor USA, Shoreview, MN.

Respectfully,



Bruce Codagnone  
CIO/IT Division Director

Cc: J. Griffin



Order Form

As it relates to the Component Systems specified herein, this Order Form is subject to the terms of the Software Customer Agreement between Infor (US), Inc. ("Infor") and City of Nashua ("Licensee") with an effective date of 5/18/2010 (the "License Agreement"). As it relates to Support for the Component Systems, this Order Form is subject to the applicable terms of the License Agreement (to the extent it concerns Support) or, if Support is the subject of a separate Support agreement related to the License Agreement, the terms of such Support Agreement (the "Support Agreement"). The License Agreement and related Support Agreement (if any) are referred to herein as the "Agreement". All terms of the Agreement are incorporated herein by reference. Capitalized terms not defined in this Order Form are defined in the Agreement. In the event of a conflict, the terms of this Order Form control over the terms of the Agreement.

In the event the capitalized terms in this Order Form differ from the terminology used in the Agreement, references herein to: "Component Systems" means the software products that are being licensed (and may be referred to in the Agreement as Products, Software Products, Software, Programs or Licensed Programs); "Support" means Infor's current standard maintenance and support services (and may be referred to in the Agreement as Maintenance and Support, Annual Support, Support Services, On-Going Support or One Point Support); "Order Form" means a mutually agreed upon ordering document (and may be referred to in the Agreement as Schedule, Supplement or Supplemental Schedule); "User Restriction" means the license restriction applicable to the Component System in addition to any license restrictions in the Agreement; "Annual Escalation Percentage Cap" means the maximum percentage increase in the annual Support Fee on an annual basis. In addition, based on the applicable Agreement, listed Component Systems herein owned by a third party may also be referred to in the Agreement as "Additional Software" or "Third Party Software".

**I. Component Systems**

**PROD Nashua: L1 (6226072)**

	Part # (if applicable)	Component Systems	User Restriction*		Support Level**
			Quantity	Type	
1	S3F-MRBACI	Project Ledger Inquiry	33	NU	XTP
2	S3F-FINPROI	Infor Lawson Financial Procurement Package Inquiry	55	NU	XTP
					<b>Total License Fee: \$42,350.00</b>

\* If specified in the User Restriction field:

**"NU" = Named Users** - Allows access to the Component System up to the stated maximum number of individual named users, irrespective as to whether any such user is actively logged on to the Component Systems at a given point in time; The Licensee agrees to assign to each Named User a unique identification profile, it being agreed that to the extent Licensee uses generic user profiles as a means to access the Component System, each separate log-on accessing the Component System will be counted as a separate user.

\*\* **Support Level:**

Infor Xtreme ("XT") Support unless otherwise indicated. Descriptions of the Support levels can be found at <http://www.infor.com/content/brochures/infortremesupportplanfeatures.pdf>. If Applicable, "XTP" = Infor Xtreme Premium (24x7) and "XTE"= Infor Xtreme Elite (24x7) Plus.

**II. Support Services**

**Additional Annual Support Fee: \$8,470.00**

**Annual Escalation Percentage Cap (effective after the Initial Term):** 6% or the then-current year-over-year increase in the Consumer Price Index (CPI-U), whichever is greater.

**Initial Term of Support:** Order Form Date through Twelve (12) months from Order Form Date.

**Fee for Initial Term of Support :** \$8,470.00  
**Total Amount Due (before applicable taxes):** \$ 50,820.00

**Payment Terms:**

Payment is due within 15 days of Order Form Date.

Unless otherwise specified all amounts are in United States Dollar.

**Currency:** USD

**Equipment (on which Component Systems will be installed):**

Computer Platform:		Model:	
Operating System:		DBMS:	
Serial Number:			
Software Serial #			

**Licensee**  
**Account ID:** 73517-L  
**Infor GL ID:** US0AB  
**Account**  
**Executive Name:** Andrew Nelson

Location where equipment is located (if blank, the Delivery Address shall be the licensed Equipment location):

<b>Delivery Address:</b>	<b>Invoice Address:</b>
City of Nashua 229 Main Street Nashua, NH 03060 USA	City of Nashua 229 Main Street Nashua, NH 03060 USA
Contact Name: Rick Pearl	Contact Name: Rick Pearl
Contact Title:	Contact Title:
Contact Phone: 603-589-3307	Contact Phone: 603-589-3307
Contact email: peralr@nashuanh.gov	Contact email: peralr@nashuanh.gov

**III. Additional Terms**

Licensee acknowledges that it is in possession of the above referenced Component System(s) and no shipping/delivery is required.

Licensee's purchase of the licenses specified herein is not contingent or dependent upon the provision of any consulting services Licensee may choose to purchase from Infor contemporaneously with this Order Form or in the future.

No changes or modifications of any kind to this Order Form shall be accepted after execution unless signed in writing by both parties.

Any purchase order or similar document (other than a mutually executed and delivered Order Form) that may be issued by the undersigned Licensee in connection with this Order Form does not modify this Order Form or the Agreement to which it pertains. No such modification will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Order Form (or as applicable, the Agreement).

For U.S. Government entities, the following restricted rights clause applies: This Component System is a "commercial component," as this term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "computer software documentation," as such terms are defined in 48 C.F.R. 252.227-7014(a)(1) and 48 C.F.R. 252.227-7014(a)(5), respectively, and used in 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, as applicable, and all as amended from time to time. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.2702, and other relevant sections of the Code of Federal Regulations, as applicable, and all as amended from time to time, all U.S. Government entities acquire this Component System only with those rights set forth in the license agreement accompanying this Component System. Use, duplication, reproduction, or transfer of this commercial software and accompanying documentation is restricted in accordance with FAR 12.212 and DFARS 227.7202 and by a license agreement.

By signing this Order Form, Licensee represents and warrants that it has obtained all necessary authorizations and approvals including, but not limited to, appropriation of funds and budget approval.

The pricing and terms set forth herein are valid if signed and returned to Infor on or before September 30, 2016.

Effective date of this Order Form: \_\_\_\_\_ (the "Order Form Date"), to be completed by Infor upon countersignature.

THE PARTIES have executed this Order Form through the signatures of their respective authorized representatives.

for: **Infor (US), Inc.** \_\_\_\_\_

for: **City of Nashua** \_\_\_\_\_  
(Licensee)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

September 29, 2016

Memo #17-056

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR DAVID DEANNE SKATEBOARD PARK DESIGN BUILD (VALUE:  
\$500,000)  
DEPARTMENT: 177 PARKS AND RECREATION; FUNDS: TRUST  
ACTIVITY: DAVID DEANNE SKATEBOARD PARK

Please see the attached communication dated September 29, 2016 from Nicholas Caggiano, Superintendent Parks and Recreation for the information related to this purchase.

Pursuant to **§ 5-84. Special purchase procedures**. A. The competitive bidding process shall not apply to the following special purchase. (4) Sole-source procurements, where the proposed purchase is manufactured by only one company.

The Superintendent of the Parks and Recreation Department, Board of Public Works (9/29/2016 Meeting) and the Purchasing Department recommend awarding this contract in an amount of **\$550,000** to **Artisan Skateparks of Kitty Hawk, NC**.

Respectfully,



Dan Kooken

Purchasing Manager

Cc: N Caggiano L Fautex

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: September 29, 2016  
From: Nick Caggiano, Superintendent  
Parks and Recreation Department  
Re: Skateboard Park Design Build Contract Agreement.

**A. Motion:** To approve the contract for design build services for the relocation of the current skateboard park with Artisan Skateparks of Kitty Hawk, North Carolina for the sum of \$550,000. Funding will be through Department: 177 Parks and Recreation; Fund: Trust; Activity: David Deane Skateboard Park.

**Attachments:** Proposal and statement of qualifications.

**Discussion:** The relocation of the skateboard park was approved by the Planning Board on September 8, 2016. The next phase of the project is to design and build the facility. The recommendation of the Division and the skateboard community is to enter into an agreement with Artisan Skateparks. This firm has over 25 years of experience in skateboard park design and construction throughout the United States as well as in the Caribbean and Europe. All of the crew members are active skateboarders.

The firm also has experience building parks in colder climates such as Massachusetts, Illinois and Sweden. The selection of this vendor as a sole source vendor is based on the firm's ability to design skate parks that appeal to skaters of all levels of ability as well as the artistic element that is involved in the design. The Division and skate board community both recommend entering into this agreement with the sole source vendor Artisan Skateparks of Kitty Hawk, North Carolina.



**CONTRACT FOR INDEPENDENT CONTRACTOR  
DESIGN - BUILD**

**REPLACEMENT FOR THE DAVID DEANE SKATEBOARD PARK**

A CONTRACT BETWEEN

**THE CITY OF NASHUA, 229 MAIN STREET, NASHUA, NH 03061-2019**  
AND

**ARTISANS SKATEPARKS**  
**and its successors, transferees and assignees (together "Independent Contractor")**

NAME AND TITLE OF INDEPENDENT CONTRACTOR

**4600 TAMARACK DRIVE, KITTY HAWK, NC, 27949**

ADDRESS OF INDEPENDENT CONTRACTOR

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of an Independent Contractor ; and

WHEREAS, it is deemed that the services of an Independent Contractor herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

WHEREAS, Independent Contractor represents they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

**1. DOCUMENTS INCORPORATED.** The following exhibits are by this reference incorporated herein and are made part of this contract:

1. This Agreement signed by the **City of Nashua** and the **Independent Contractor**;
2. Exhibit A--General Conditions for Contracts;
3. Exhibit B--Scope of Services, Contract Time, Fee Schedule;
4. Exhibit C--Notice of Award;
5. Exhibit D--Payment and Performance Bonds;
6. Exhibit E--Noticed to Proceed;
7. Exhibit F--Change Order Form;

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

In the event of a conflict between the terms of Exhibit B and the terms of this Agreement, Exhibit A, a written change order and/or fully executed City of Nashua Purchase Order, the terms of this Agreement, Exhibit A, the written change order or the fully executed City of Nashua Purchase Order shall control over the terms of Exhibit B.

**2. WORK TO BE PERFORMED** Except as otherwise provided in this contract, Independent Contractor shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described.

**3. PERIOD OF PERFORMANCE.** Independent Contractor shall perform and complete all work within the time periods set forth and may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Independent Contractor shall begin performance upon receipt of an Executed Contract and a valid Purchase Order issued from the City of Nashua.

**4. COMPENSATION.** Independent Contractor agrees to perform the work for a lump sum cost not to exceed

**Five Hundred Fifty Thousand and 00/00 Dollars (\$ 550,000.00)**

which, unless otherwise provided in this contract, shall be paid in accordance with the provisions of Exhibit B or unless Independent Contractor has received a written exemption from the City of Nashua. Independent Contractor shall submit monthly requests for payment for services performed under this agreement directly to

**City of Nashua  
Attn: Accounts Payable  
PO Box 2019  
Nashua, NH 03061-2019  
Atten: Division of Public Works Director, Lisa Fauteux**

To facilitate the proper and timely payment of applications, the City of Nashua requires that all invoices contain a valid **PURCHASE ORDER NUMBER**.

Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Independent Contractor agrees to provide the following with each request for payment:

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.
2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

The City of Nashua will pay for work satisfactorily completed by Independent Contractor. The City of Nashua will pay Independent Contractor within **30** days of approval by the City of Nashua of the submitted invoice forms and progress reports. The City of Nashua will make no payments until the invoice forms and progress reports have been submitted and approved.

**5. EFFECTIVE DATE OF CONTRACT.** This contract shall not become effective until and unless approved by the City of Nashua.

**6. NOTICES.** All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

CITY OF NASHUA REPRESENTATIVE:

REPRESENTATIVE:

Division of Public Works Director, Lisa Fauteux  
9 Riverside Street  
Nashua, NH 03062

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or Independent Contractor may change the address or representative by giving written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

\_\_\_\_\_  
*City of Nashua, NH (signature)*

\_\_\_\_\_  
*Artisan Skateparks (signature)*

\_\_\_\_\_  
*James Donchess, Mayor*  
*(Printed Name and Title)*

\_\_\_\_\_  
*(Printed Name and Title)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**EXHIBIT A  
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# *General Terms and Conditions*

## 1. GENERAL PROVISIONS

Unless otherwise required by the context, "Independent Contractor", and its successors, transferees and assignees (together "Independent Contractor") includes any of the Independent Contractor's consultants, sub consultants, contractors, and subcontractors.

The term "**Work**" means the construction and services required by the Contract Documents, and include all other labor, materials, equipment and services provided by the Independent Contractor to fulfill their obligations.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Independent Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

In the case of a discrepancy, calculated dimensions will govern over scaled dimensions, Contract Drawings will govern over Standard Specifications, and Technical Specifications will govern over both Contract Drawings and Standard Specifications. In the case of a discrepancy between the Agreement and other Contract Documents, the more specific or stringent obligation or requirement to the benefit of the City of Nashua shall take precedence.

Except for permits and fees, which are the responsibility of the Independent Contractor under the Contract Documents, the City of Nashua shall obtain and pay for other necessary approvals, easements, assessments and charges.

If the Independent Contractor fails to correct Work that is not in accordance with the Contract Documents, the City of Nashua may direct the Independent Contractor in writing to stop the Work until the correction is made.

If the Independent Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the City of Nashua to correct such default or neglect with diligence and promptness, the City of Nashua may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the Independent Contractor.

The City of Nashua reserves the right to perform construction or operations related to the project with the City of Nashua's own forces, and to award separate contracts in connection with other portions of the project.

The Independent Contractor shall coordinate and cooperate with separate Independent Contractor's employed by the City of Nashua.

Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

Execution of the Contract by the Independent Contractor is a representation that the Independent Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents. The Independent Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the City of Nashua. Before commencing activities, the Independent Contractor shall: (1) take field measurements and verify field conditions; (2)

carefully compare this and other information known to the Independent Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the City of Nashua.

Within ten (10) days of notification of award, and prior to commencement of work, the Independent Contractor shall obtain and forward to City of Nashua a Performance Bond and a Payment Bond representing 100% of the contract work

The Independent Contractor shall supervise and direct the Work, using the Independent Contractor's best skill and attention. The Independent Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

The Independent Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the City of Nashua the names of subcontractors or suppliers for each portion of the Work. The City of Nashua will promptly reply to the Independent Contractor in writing if, after due investigation, he has reasonable objection to the subcontractors or suppliers listed.

Unless otherwise provided in the Contract Documents, the Independent Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.

The Independent Contractor shall deliver, handle, store and install materials in accordance with manufacturers' instructions.

The Independent Contractor warrants to the City of Nashua that (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

The Independent Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

The Independent Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work, if applicable.

The Independent Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Independent Contractor performs Work knowing it to be contrary to laws, statutes, ordinances building codes, and rules and regulations without notice to the City of Nashua, the Independent Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Independent Contractor shall promptly notify the City of Nashua in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

The Independent Contractor shall promptly review, approve in writing and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The Independent Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the City of Nashua.

The Independent Contractor shall be responsible for cutting, fitting or patching required completing the Work or to make its parts fit together properly.

The Independent Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

Independent Contractor warrants and guarantees to City of Nashua, **for one (1) year**, upon completion of work, that all Work will be in accordance with the Contract Documents and will not be defective. Independent Contractor warranty and guarantee hereunder excludes defects or damage caused by:

- Abuse, modification, or improper maintenance or operation by persons other than Independent Contractor, subcontractors, suppliers, or any other individual or entity for whom Independent Contractor is responsible; or
- Normal wear and tear under normal usage.

2. **INDEPENDENT CONTRACTOR STATUS.** The parties agree that Independent Contractor shall have the status of and shall perform all work under this contract as an Independent Contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Independent Contractor, and nothing in this contract shall create any contractual relationship between the City of Nashua and Independent Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Independent Contractor is not a City of Nashua employee and that there shall be no:

- (1) Withholding of income taxes by the City of Nashua;
- (2) Industrial insurance coverage provided by the City of Nashua;
- (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
- (4) Participation or contributions by either the Independent Contractor or the City of Nashua to the public employee's retirement system;
- (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
- (6) Unemployment compensation coverage provided by the City of Nashua.

3. **STANDARD OF CARE.** Independent Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Independent Contractor warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Independent Contractor to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Independent Contractor shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Independent Contractor's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any products or services furnished or used by Independent Contractor shall not in any way relieve Independent Contractor of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of Independent Contractor's work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and Independent Contractor shall be and remain liable in accordance with the terms of the contract and applicable law.

Independent Contractor shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by Independent Contractor to perform work under this contract. Approved key personnel shall not be taken off of the project by Independent Contractor without the prior written approval of the City of Nashua, except in the event of termination of employment. Independent Contractor shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

4. **CITY OF NASHUA REPRESENTATIVE.** The City of Nashua may designate a City of Nashua representative for this contract. If designated, all notices, project materials, requests by Independent Contractor, and any other communication about the contract shall be addressed or be delivered to the City of Nashua Representative.
  
5. **CHANGES TO SCOPE OF WORK.** The City of Nashua may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Independent Contractor's performance under the contract. Independent Contractor shall provide to the City of Nashua within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Independent Contractor's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Independent Contractor for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Independent Contractor of the change. When Independent Contractor seeks changes, Independent Contractor shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City of Nashua in writing of the estimate. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change.

Except as provided in this paragraph, Independent Contractor shall implement no change unless the City of Nashua in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City of Nashua may provide verbal approval of a change when the City of Nashua, in its sole discretion, determines that time is critical or public health and safety are of concern. Any verbal approval shall be confirmed in writing as soon as practicable. Any change undertaken without prior City of Nashua approval shall not be compensated and is, at the City of Nashua's election, sufficient reason for contract termination.

6. **CITY OF NASHUA COOPERATION.** The City of Nashua agrees that its personnel will cooperate with Independent Contractor in the performance of its work under this contract and that such personnel will be available to Independent Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Independent Contractor with access to City of Nashua records in a reasonable time and manner and to schedule items that may require action the City of Nashua in a timely manner. The City of Nashua and Independent Contractor also agree to attend all meetings called by the City of Nashua or Independent Contractor to discuss the work under the Contract, and that Independent Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES.** Independent Contractor warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Independent Contractor. All future questions Independent Contractor may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Independent Contractor's question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Independent Contractor prior to having received the City of Nashua's resolution shall be at Independent Contractor's risk and expense. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Independent Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. **TERMINATION OF CONTRACT**

**TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL.** The City of Nashua, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide Independent Contractor 10 day's written notice of its intent to do so. If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, Independent Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or subcontracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or subcontracts specified in the notice, and revoke agreements specified in the notice.
4. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination, abandonment, or suspension at will, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

**TERMINATION FOR CAUSE.** This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Independent Contractor in the event of a failure by Independent Contractor to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner. Independent Contractor shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Independent Contractor may terminate the contract on 10 calendar days written notice if, through

no fault of Independent Contractor, the City of Nashua fails to pay Independent Contractor for 45 days after the date of approval by the City of Nashua of any Application for Payment.

Upon receipt of notice of termination for cause, Independent Contractor shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the City of Nashua with a list of all unperformed services.
3. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
4. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of Nashua of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the City of Nashua any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
5. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination for cause, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the City of Nashua by reasons of Independent Contractor's failure. Independent Contractor shall not be relieved of liability to the City of Nashua for damages sustained from the failure, and the City of Nashua may withhold any payment to the Independent Contractor until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Independent Contractor must be submitted to the City of Nashua within 30 days of the effective date of the notice of termination.

If after termination for the failure of Independent Contractor to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that Independent Contractor had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City of Nashua shall, if necessary, make an adjustment in the compensation paid to Independent Contractor such that Independent Contractor receives total compensation in the same amount as it would have received in the event of a termination-at-will.

**GENERAL PROVISIONS FOR TERMINATION.** Upon termination of the contract, the City of Nashua may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Independent Contractor shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Independent Contractor assigned to the performance of the contract.

Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Independent Contractor's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Independent Contractor's control.

9. **DISPUTE RESOLUTION.** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a Independent Contractor Representative. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, the parties may request that the dispute be submitted to the Board of Public Works for resolution.

If the parties are dissatisfied with the decision of the Board of Public Works, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

10. **NO DAMAGES FOR DELAY.** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Independent Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Independent Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.
11. **INSURANCE.** Independent Contractor shall carry and maintain in effect during the performance of services under this contract:
- General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
  - \$1,000,000 Combined Single Limit Automobile Liability;  
**\*Coverage must include all owned, non-owned and hired vehicles.**
  - \$1,000,000 Profession Liability;
  - and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

Independent Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Independent Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Independent Contractor under this contract. The City of Nashua shall not maintain any insurance on behalf of Independent Contractor. Subcontractors are subject to the same insurance requirements as Independent Contractor and it shall be the Independent Contractor's responsibility to ensure compliance of this requirement.

Independent Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City of Nashua issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Independent Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Independent Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Independent Contractor of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Independent Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Independent Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Independent Contractor or anyone employed, directed, or supervised by Professional Engineer.

12. **INDEMNIFICATION.** Regardless of any coverage provided by any insurance, Independent Contractor agrees to indemnify and shall defend and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Independent Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Independent Contractor's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

13. **FISCAL CONTINGENCY.** All payments under this contract are contingent upon the availability to the City of Nashua of the necessary funds. This contract shall terminate and the City of Nashua's obligations under it shall be extinguished at the end of any fiscal year in which the City of Nashua fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

Nothing in this contract shall be construed to provide Independent Contractor with a right of payment over any other entity. Any funds obligated by the City of Nashua under this contract that are not paid to Independent Contractor shall automatically revert to the City of Nashua's discretionary control upon the completion, termination, or cancellation of the agreement. The City of Nashua shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Independent Contractor. Independent Contractor shall have no claim of any sort to the unexpended funds.

14. **COMPENSATION.** Review by the City of Nashua of Independent Contractor's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City of Nashua. If there is insufficient information, the City of Nashua may require Independent Contractor to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Independent Contractor in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.

15. **COMPLIANCE WITH APPLICABLE LAWS.** Independent Contractor, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements,

all immigration and naturalization laws, and the Americans With Disabilities Act. Independent Contractor shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

16. **NONDISCRIMINATION.** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Independent Contractor agrees to the following terms. Independent Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Independent Contractor agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Without limitation of the foregoing, Independent Contractor's attention is directed to Title 41 "Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract. Independent Contractor agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and sub consultants to participate to the extent possible, consistent with their qualification, quality of work, and obligation of Independent Contractor under this contract.

In connection with the performance of work under this contract, Independent Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, or sexual orientation. This agreement includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Independent Contractor agrees, if applicable, to insert these provisions in all subcontracts, except for subcontracts for standard commercial supplies or raw materials. Any violation of any applicable provision by Independent Contractor shall constitute a material breach of the contract.

17. **ENDORSEMENT.** Independent Contractor shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Independent Contractor or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING.** Independent Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

19. **CITY INSPECTION OF CONTRACT MATERIALS.** The books, records, documents and accounting procedures and practices of Independent Contractor related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
20. **DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Independent Contractor's expense, by Independent Contractor to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Independent Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract must be retained by Independent Contractor for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Independent Contractor shall promptly remit and deliver the materials, at Independent Contractor's expense, to the City of Nashua. Independent Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Independent Contractor's obligations under this contract without the prior written consent of the City of Nashua.
21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS.** Independent Contractor expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Independent Contractor (including those remitted to the City of Nashua by Independent Contractor pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Independent Contractor. The City of Nashua shall have the right to reproduce any such materials.

Independent Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the City of Nashua or any of its officers or employees, in either their official or individual capacity of the City of Nashua, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. Independent Contractor agrees to indemnify, to defend, and to hold harmless the City of Nashua, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Independent Contractor infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Independent Contractor infringes any patent.

Independent Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing materials, concepts, products, or processes, or to modify such infringing materials, concepts, products, or processes so they become non-infringing, or to obtain the necessary licenses to use the infringing materials, concepts, products, or processes, provided that such substituted or modified materials, concepts, products, or processes shall meet all the requirements and be subject to all the terms and conditions of this contract.

22. **FINAL ACCEPTANCE.** Upon completion of all work under the contract, Independent Contractor shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Independent Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Independent Contractor with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Independent Contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the City officially accepts and approves the notice of completion.
23. **TAXES.** Independent Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Independent Contractor hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
24. **NON-WAIVER OF TERMS AND CONDITIONS.** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
25. **RIGHTS AND REMEDIES.** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
26. **PROHIBITED INTERESTS.** Independent Contractor shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Independent Contractor warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Independent Contractor. If any such interest comes to the attention of Independent Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Independent Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Independent Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

In the event Independent Contractor (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, City of Nashua may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, Independent Contractor shall refund to the City of Nashua any profits realized under this contract, and Independent Contractor shall be liable to the City of Nashua for any costs incurred by the City of Nashua in completing the work described in this contract. At the

discretion of the City of Nashua, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

Independent Contractor warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Independent Contractor to any officer or employee of the City of Nashua with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this contract. If City of Nashua determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to the City of Nashua under this contract or at law.

27. **THIRD PARTY INTERESTS AND LIABILITIES.** The City of Nashua and Independent Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Independent Contractor.
28. **SURVIVAL OF RIGHTS AND OBLIGATIONS.** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.
29. **SEVERABILITY.** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.
30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT.** This contract constitutes the entire contract between the City of Nashua and Independent Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
31. **CHOICE OF LAW AND VENUE.** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.



## PROPOSED SCOPE OF WORK AND CONTRACT FOR Nashua, NH Skatepark

Artisan Skateparks has prepared this scope of work to summarize our design/build process and to aid in the clarification of project responsibilities. Accordingly, Artisan is providing the City of Nashua, NH (CLIENT) with this scope of work for Design/Build services for the design and construction of a pour-in-place custom concrete skate park facility. The proposed scope of work for this project shall include but not limited to the following:

### PHASE I – Schematic Design

#### Objectives:

- Define scope of work, budget, schedule and overall project coordination.
- Review any existing studies, design concepts, existing data sources and any other applicable work done to date in regards to this project.
- Establish a working relationship with all team members.
- Provide final master plan concept for the skatepark facility.
- Provide preliminary estimate of probable construction cost for the skatepark facility.

#### I.a – Collect Project Information

- The design team will provide the client with a project design program to help compile all necessary information pertinent to this project. This form will assist the design team in the design and development of the master plan improvements.
- The Client shall provide the design team with a list of approved, required and/or prohibited construction products, materials, finishes and colors for this project.
- The Client shall provide the design team with all available existing and proposed project information as it relates to the master plan, this shall include but not be limited to the following items:
  - a. Property lines and project boundaries
  - b. Survey benchmark and basis of bearing
  - c. Easements

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[artisanskateparks.com](http://artisanskateparks.com)

- d. Topography
- e. Site improvements
- f. Utility locations
- g. Vegetation
- The Client shall provide the design team with the proposed construction budget and any in-kind or local costs for materials to be included in the estimate of probable construction costs.
- The Client shall provide the design team with a list of all agencies required to review and approve the construction document package.
- The Client shall provide the design team with any specific details, title blocks, specifications and/or document formatting requirements.

**I.b – Project Kick Off Meeting**

- The Client and Design Team shall verify and revise the project design program, discuss the project schedule and set up any future meeting dates.

**I.c – Design Trip and Public Meetings**

- Site Visit: The Client and the Artisan will visit the project site and discuss the master plan and any impacts on the existing site.

**I.d – Skate Park Conceptual Designs**

- Based on the information obtained from the site visit and input from the skatepark design committee, the design team will prepare a maximum of two conceptual Skate park designs for both the Skatepark that illustrates the overall layout and fit within the proposed site and budget.
- The conceptual designs will be provided in both plan and 3 dimensional views and will be presented for review and to narrow the focus for a Final Skate Park Design. The final design will be made available for final input via social media and email.

**I.e – Final Skate Park Design/Master Plan**

- The design team will prepare one final master plan based on the private and public design meetings, for the skatepark facility.
- The master plan shall show the final Skate park design, proposed master plan improvements and their relationships to the existing site in general detail.

**I.f – Preliminary Estimate of Probable Construction Cost**

- At this time the design team will consult with the client to include any in-kind donations and or discounts available to the project, i.e. Community Support Plan.
- The design team shall provide the Client with an estimate of probable construction cost for the proposed Skate Park facilities and master plan improvements.

## PHASE II – Construction Documents (90%-100% Submittal)

### Objectives:

- Upon Client approval, the design team shall finalize the construction documents in technical detail.
- The design team will submit 90% construction documents package to the appropriate agencies for review, revisions and approval.
- The design team will present the client with 100% construction document package for construction purposes.

### II.a – Skate Park Design Development Meeting (phone conference)

- If necessary, the Client and design team will discuss the review comments for the 90% construction document package and the actions needed to address the comments.
- Upon conclusion of the phone conference, the client will provide a written notice to proceed.

### II.b – 90% Construction Drawings

- The design team will provide 90% Construction Drawings.
- Typically in addition to the review comments the following steps are required to finalize the 90% construction drawings.
  - a. Cover Sheet: General project information and notes.
  - b. Site Plan: An overall plan showing the proposed master plan improvements plus any existing features requiring additional consideration.
  - c. 3 Dimensional Graphic: A three dimensional view of the overall Skate Park Master Plan with terrain callouts and detail references.
  - d. Surface Grading & Drainage Plan: All necessary spot elevations, flow arrows, drain locations and swales needed to convey finish elevations and direction of flow. Additionally finish grade contour will be shown around the Skate park depicting proposed grading needed to tie the intended Skate park to the existing grade.
  - e. Subsurface Drainage Plan: All necessary elevations, slopes, lengths, pumps, drains and outfall locations needed for the proposed drainage system.
  - f. Concrete Plan: Type, location, finish and color of all of the concrete.
  - g. Coping Plan: Type, location, finish and color of all coping and metal components.
  - h. Cross Sections: Multiple dimensioned vertical sections cutting through all terrain elements within the Skate park.
  - m. Details: Standard and custom construction detailing for all master plan improvements, including but not limited to perimeter sidewalk and parking lot.

### II.c – 100% Construction Documents Meeting (phone conference)

- The Client and lead designer will discuss the review comments for the 90% construction document package and the actions needed to address the comments.
- Upon conclusion of the phone conference, the client will provide a written notice to proceed.

**II.d – 100% Construction Documents**

- Upon receipt of notice to proceed, final review comments will be addressed and final construction document package prepared.
- Upon completion of the final construction document package the following shall be delivered to the client:
  1. Reproducible scans of the construction drawings in PDF format.
  2. Statement of probable construction costs in PDF format.

**PHASE III – Turnkey Construction Services**

**Objectives:**

- To construct the proposed Skatepark per plan, on time and within budget, while maintaining world class qualitative standards.

**Pre-Construction Meeting**

- The Lead Designer and Construction PM will meet with Client and any other necessary team members to review and go over the design intent, construction documents and or specifications.

**Construction**

- a. Mobilization
- b. Site layout and necessary surveying, this will establish project limits and erosion control measures.
- c. Grading will begin, to the subgrade layout.
- d. Installation of all shotcrete.
- e. Installation of all flatwork.
  1. The construction process will be managed daily and the schedule will be reviewed weekly by the Project Manager, ensuring the City is apprised of all stages of construction.

**Project Completion**

- The design team will provide the Client with written notice that all tasks within the scope of work have been completed.
- Final Project Completion Worksheet will be completed and submitted for final payment.

**Project Fees**

Fees for the Services detailed in the proposed scope of work are outlined below. Reimbursable expenses are included in the fee below.

<u>Project Cost</u>	<u>Fee Amount</u>
Lump sum not to exceed amount of	\$550,000

**Potential In-Kind Services**

**Artisan Skateparks**  
4600 Tamarack Dr., Kitty Hawk, NC, 27949  
Andy Duck (252)202-1333, Fax (252)261-1184  
artisanskateparks.com

## EXHIBIT B

These services are potential and will or can be negotiated throughout the project:

Earthwork (import, compaction, stormwater drainage, and rough grading)  
Irrigation (trenching)  
Gravel Subbase  
Material Donations (lumber, screws, concrete, rebar, steel, sand, stone)  
Mobilization Expenses (housing, temporary storage container, dumpster services, portable restrooms)

Our team is the leading name in the industry when it comes to integrating in-kind donations and discounted materials/labor. We have completed numerous parks with what we call "Community Support". This plan enables us to integrate in-kind donations, materials, labor, etc into the construction, which then reduces the overall construction fee to our clients. We have worked with numerous communities aiding them during the construction process and helping them get more skate-able square footage for their dollar. The value of any in-kind services, materials or labor shall be a credit to the City in the final invoice.

### ARTISAN SKATEPARKS RESPONSIBILITIES

- a. Cooperation: Artisan Skateparks will cooperate with the Owner during the life of the Project. Artisan Skateparks will also take all reasonably necessary precautions to protect the Work of Owner and other contractors from damage that may be caused by Artisan Skateparks's Work.
- b. Payment of Employees, Subcontractors, and Suppliers: Artisan Skateparks agrees to pay its employees, Subcontractors, and suppliers for labor, services, and materials supplied in connection with the Project. Artisan Skateparks will indemnify and hold Owner harmless from any claims made by Artisan Skateparks's employees, subcontractors, and suppliers, providing Artisan Skateparks has been paid for the Work that is the subject of the Claim.
- c. Progress Reports: Upon request by the Owner, Artisan Skateparks will supply reports on the progress of the Work and status of materials or equipment for use on the Project.
- d. Safety: Artisan Skateparks will comply with all safety laws, regulations, and/or ordinances applicable to the Project that are set forth by any governmental agency with jurisdiction over the Project. Artisan Skateparks will maintain a safe workplace at all times and will immediately report any injuries or safety problems to Owner.
- e. Clean up: Artisan Skateparks will maintain a clean work site and will keep the premises free from accumulated waste.
- f. Warranty: Artisan Skateparks warrants that the materials supplied and the equipment furnished will be of good quality and new unless otherwise specified or permitted by the Artisan Skateparks. Artisan Skateparks warrants that the Work will be free from defects not inherent in the quality of the Work.

### Project Assumptions

The following assumptions shall apply to the proposed scope of work and submitted fees:

- All CAD files will be generated with AutoCAD 2007.
- All drawings will be reviewed and stamped by necessary discipline retained by client. Artisan Skateparks has not retained a Surveyor, Geo-technical Engineer, Civil Engineer or Structural Engineer for this project.

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artisanskateparks.com

## EXHIBIT B

- Cost of any fencing, lighting, electrical or other amenities is not included in the fee above.

### Contract Provisions

1. The compensation due Artisan Skateparks for the work to be performed hereunder shall be set forth in Fees and Expenses above. The parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis, and shall be in addition to any budget, bid, or maximum price agreement for the above described scope of work.
2. All fees, commissions, product charges and expenses billed shall be due within 30 days of City approval of the billing. Artisan Skateparks will invoice for 10% at the completion and acceptance of the Final Design Concept by the Client. Artisan Skateparks will invoice 10% at the completion and acceptance of the Construction Documents. Artisan Skateparks will provide Monthly pay applications during construction process. Pay applications will accurately depict the progress of Artisan Skateparks's Work outlined in the Schedule of Values (to be drafted at the completion of the Design Phase).
- 3.
4. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, Artisan Skateparks should be listed as the Skate Park Designer and Contractor (as applicable). In addition, this contract represents non-exclusive approval by the Client for publication of the project by Artisan Skateparks.
5. The client shall be permitted to retain copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project.
6. Notwithstanding any provision herein to the contrary which requires safekeeping of documents or obligates Artisan Skateparks to safe keep or provide documents to Client, Artisan Skateparks shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce such documents by reason of the casualty, destruction or loss of documents held by Artisan Skateparks unless such casualty, destruction or loss shall be the result of the intentional and wrongful act or the gross negligence of Artisan Skateparks.
7. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions thereof.
8. This agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
9. This agreement supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.

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artisanskateparks.com

Client: City of Nashua, NH

Artisan Skateparks

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

DRAFT

# NOTICE OF AWARD

DATED: \_\_\_\_\_

TO: \_\_\_\_\_  
(Independent Contractor)

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
(Insert name of Contract)

The Contract Price of your contract is \_\_\_\_\_ (\$ \_\_\_\_\_ )

The proposed Contract that the City of Nashua expects to execute, accompanies this Notice of Award.

1. You must deliver to the City of Nashua \_\_\_\_\_ fully executed counterparts of the proposed Contract that the City of Nashua expects to execute;
2. You must deliver to the City of Nashua the Contract Security (Bonds), as specified in the General Conditions, Section 1 – General Provisions, and Certificate of Liability Insurance, as specified in General Conditions, Section 11- Insurance.
3. (List other conditions precedents).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Failure to comply with these conditions within the time specified will entitle the City of Nashua to consider your proposal in default, to annul this Notice of Award.

By \_\_\_\_\_  
(FOR THE CITY OF NASHUA)

\_\_\_\_\_  
(TITLE)

CONSTRUCTION PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called **OWNER** and unto all persons, firms and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the total aggregate penal sum of \_\_\_\_\_ Dollars, (\$ \_\_\_\_\_) in lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THE OBLIGATION** is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of:

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and for all labor cost incurred in such **WORK** including that be a subcontractor, and to any mechanic or material man lienholder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

**PROVIDED FURTHER**, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

**PROVIDED, FURTHER** that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**PROVIDED, FURTHER**, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

**PROVIDED FURTHER**, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed  
in \_\_\_\_\_ counterparts, each one of  
(number)  
which shall be deemed an original,  
this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

ATTEST:

By: \_\_\_\_\_  
(Principal) Secretary

(SEAL)

BY

Principal

(Address)

By: \_\_\_\_\_  
Witness as to Principal  
\_\_\_\_\_  
(Address)

ATTEST:

By \_\_\_\_\_  
Witness as to Surety  
\_\_\_\_\_  
(Address)

(Surety)

Attorney - in - Fact

(Address)

**NOTE:** Date of **BOND** must not be prior to date of Contract.  
If **CONTRACTOR** is partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.

CONSTRUCTION PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal,  
(Corporation, Partnership or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, in the total aggregate penal sum  
of \_\_\_\_\_ Dollars, \$ ( \_\_\_\_\_ )

in lawful money of the United States, for the payment of which sum well and truly to be made,  
we bind ourselves, our heirs, executors, administrators successors, and assigns, jointly and  
severally, firmly by these presents

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a  
certain contract with the OWNER, dated \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, a  
copy of which is hereto attached and made a part hereof for the construction of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, if the Principal shall well, truly and faithfully perform its duties, all the  
undertakings, covenants, terms, conditions, and agreements of said contract during the original  
term thereof, and any extension thereof which may be granted by the OWNER, with or without  
notice to the Surety and during the one year guaranty period, and if the PRINCIPAL shall  
satisfy all claims and demands incurred under such contract, and shall fully indemnify and save  
harmless the OWNER from all costs and damages which it may suffer by reason of failure to do  
so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may  
incur in making good any default, then this obligation shall be void: otherwise to remain in full  
force and effect.

**PROVIDED, FURTHER**, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to **WORK** to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the **WORK** or to the specifications.

**PROVIDED, FURTHER**, that it is expressly agreed that this **BOND** shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the **PRINCIPAL** and the **SURETY** to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this **BOND** and whether referring to this **BOND**, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

**PROVIDED, FURTHER**, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed \_\_\_\_\_ counterparts, each one of

which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

**ATTEST:**

By: \_\_\_\_\_  
(Principal) Secretary

**(SEAL)**

**BY**

Principal

(Address)

By: \_\_\_\_\_  
Witness as to Principal

(Address)

(Surety)

**ATTEST:**

**BY**

Attorney - in - Fact

By \_\_\_\_\_  
Witness as to Surety

(Address)

(Address)

NOTE: Date of **BOND** must not be prior to date of Contract.

If **CONTRACTOR** is Partnership, all partners should execute **BOND**

**IMPORTANT:** Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire

# NOTICE TO PROCEED

DATED: \_\_\_\_\_

TO: \_\_\_\_\_  
(Independent Contractor)

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_  
(Insert name of Contract)

You are notified that the Contract Times under the above contract will commence to run on \_\_\_\_\_, 20\_\_\_\_. By that date, you are to start performing your obligations under the Contract Documents, in accordance with the terms of the Agreement.

Also before you may start any Work at the site you must:

\_\_\_\_\_  
(Add other requirements)

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
(the City of Nashua)

\_\_\_\_\_  
(Title)

DRAFT

# CHANGE ORDER

No.

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PROJECT: \_\_\_\_\_

OWNER'S CONTRACT NO.: \_\_\_\_\_

EXECUTED CONTRACT DATE: \_\_\_\_\_

DATE OF ISSUANCE: \_\_\_\_\_ EFFECTIVE DATE: **Upon City Approval**

OWNER: \_\_\_\_\_ **City of Nashua, NH**

OWNER's Purchase Order NO.: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

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You are directed to make the following changes in the Contract Documents:

Description:

Justification:

DRAFT

## Summary

<b><u>CHANGE IN CONTRACT PRICE:</u></b>		<b><u>CHANGE IN CONTRACT TIMES:</u></b>	
Original Contract Price		Original Contract Times	
\$		Substantial completion: Ready for final payment:	
Net changes from previous Change Orders		Net change from previous Change Orders	
\$			
Contract Price prior to this Change Order		Contract Times prior to this Change Order	
\$		Substantial completion: Ready for final payment:	
Net Increase ( <del>decrease</del> ) of this Change Order		Net Increase ( <del>decrease</del> ) of this Change Order	
\$			
Contract Price with all approved Change Orders		Contract Times with all approved Change Orders	
\$		Substantial completion: Ready for final payment:	
<b><u>RECOMMENDED:</u></b>	<b><u>ACCEPTED:</u></b>	<b><u>APPROVED:</u></b>	
By: _____ Name DPW Representative (Authorized Signature)	By: _____ Name Contractor (Authorized Signature)	By: _____ Mayor Jim Donchess Owner (Authorized Signature)	
Date: _____	Date: _____	Date: _____	



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

September 29, 2016

Memo #17-057

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CHANGE ORDER #1 – 2016 SEWER REPLACEMENT PROJECT (VALUE: \$419,325)  
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER  
ACTIVITIES: SEWER REHAB AND SEWER STRUCTURES  
DEPARTMENT: 160 ADMIN/ENGINEERING; FUND: TRUST  
ACTIVITY: PAVING

Please see the attached communication from Stephen Dookran, P.E., City Engineer, dated September 29, 2016 for the information related to this purchase.

The City Engineer, Board of Public Works (9/29/2016 meeting) and the Purchasing Department recommend this contract Change Order #1 in an amount of **\$419,325** to **Park Construction Corporation** of **Fitzwilliam, NH**.

Respectfully

Dan Kookan  
Purchasing Manager

Cc: S Dookran L Fauteux

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: September 29, 2016  
From: Stephen Dookran, P.E., City Engineer  
Engineering Department  
Re: 2016 Sewer Replacement Project  
Change Order No. 1

**A. Motion:** To approve Change Order No. 1 for the 2016 Sewer Replacement Project to Park Construction Corporation of Fitzwilliam, NH in an amount of \$419,325.00. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Activities: Sewer Rehab and Sewer Structures and Department: 160 – Admin/Engineering; Fund: Trust; Activity: Paving.

**Discussion:** The 2016 Sewer Replacement Project includes replacing or lining approximately 2,360 feet of sewer mains and associated work and construction is ongoing.

This change order is to address recently identified sewer failure problems in Gillis Street and Chestnut Street. In Gillis Street, point and segment repairs are needed in the 12 inch concrete and tile sewers that are about 9 to 15 feet deep. In Chestnut Street, south of Lake St, recent sewer inspection has identified about 1,050 feet of 10 inch and 12 inch sewer that requires lining. In addition, this length of Chestnut Street south of Lake Street will be reclaimed under this change order. The reclamation will address the many patches from recent utility cuts. Paving funding is contingent upon approval of R-16-066, a resolution establishing an expendable trust fund for the donations for paving, by the Board of Aldermen.

An additional 45 calendar days have been added to the contract to allow for completion of this work.

The 2016 Sewer Replacement project was awarded in the amount of \$1,058,975. With Change Order No. 1, the contract value increases to \$1,478,300.

# CHANGE ORDER

No. 1

PROJECT: 2016 Sewer Replacement Program

OWNER'S CONTRACT NO.: IFB0779-031016

EXECUTED CONTRACT DATE: April 25, 2016

DATE OF ISSUANCE: September 22, 2016 EFFECTIVE DATE: **Upon City Approval**

OWNER: City of Nashua, NH

OWNER'S Purchase Order NO.: 126116

CONTRACTOR: Park Construction

ENGINEER: DPW Engineering

You are directed to make the following changes in the Contract Documents:

Description:

In Gillis Street, replacement of sewer main pipe from the sewer manhole at Copp St to 50 feet west, from the sewer manhole at 5 Gillis St to 25 feet east and from the sewer manhole at 25 Gillis St to Arlington St is required.

Sewer main lining and full width reclamation and paving on Chestnut St south of Lake St.

See attached quote.

Justification:

Identified sewer failure problems in Gillis Street and Chestnut Street required repair. This work is necessary in order to address existing sinkholes and deteriorated and collapsed sewer pipes.

## Summary

<b><u>CHANGE IN CONTRACT PRICE:</u></b>		<b><u>CHANGE IN CONTRACT TIMES:</u></b>	
Original Contract Price  \$1,058,975.00		Original Contract Times  Substantial completion: <u>October 29, 2016</u> Ready for final payment: <u>November 18, 2016</u>	
Net changes from previous Change Orders  \$0.00		Net change from previous Change Orders  <u>None.</u>	
Contract Price prior to this Change Order  \$1,058,975.00		Contract Times prior to this Change Order  Substantial completion: <u>October 29, 2016</u> Ready for final payment: <u>November 18, 2016</u>	
Net Increase ( <del>decrease</del> ) of this Change Order  \$419,325.00		Net Increase ( <del>decrease</del> ) of this Change Order  45 calendar days	
Contract Price with all approved Change Orders  \$1,478,300.00		Contract Times with all approved Change Orders  Substantial completion: <u>December 13, 2016</u> Ready for final payment: <u>December 23, 2016</u>	
<b><u>RECOMMENDED:</u></b>	<b><u>ACCEPTED:</u></b>	<b><u>APPROVED:</u></b>	
By: _____ DPW Engineering Engineer (Authorized Signature)	By: _____ Name Contractor (Authorized Signature)	By: _____ Mayor Jim Donchess Owner (Authorized Signature)	
Date: _____	Date: _____	Date: _____	

City of Nashua, New Hampshire  
 Division of Public Works  
 2016 Sewer Project  
 CHANGE ORDER NO. 1

<u>Item No.</u>	<u>Quantity</u>	<u>Units</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>CHESTNUT STREET ITEMS</b>					
1k	420	LF	<u>12" CIPP Lining (depth to top of pipe is 12' to 13')</u>	<u>\$152.00</u>	<u>\$63,840.00</u>
1k(1)	650	LF	<u>10" CIPP Lining (average depth to top of pipe is 13' with deepest at 16' and shallowest at 5')</u>	<u>\$138.00</u>	<u>\$89,700.00</u>
3b	11	EA	<u>Adjust Sewer Frame and Cover or CB Frame and Grate</u>	<u>\$400.00</u>	<u>\$4,400.00</u>
3c	2	EA	<u>Replace 24" CB Frame and Grate</u>	<u>\$400.00</u>	<u>\$800.00</u>
3d	4	EA	<u>Replace 30" Sewer Frame and Cover</u>	<u>\$450.00</u>	<u>\$1,800.00</u>
5a	3,900	LB	<u>Calcium Chloride</u>	<u>\$0.50</u>	<u>\$1,950.00</u>
6b(1)	3,900	SY	<u>Fine Grading (Roadway Gravels Prior to Base Paving)</u>	<u>\$2.00</u>	<u>\$7,800.00</u>
6c	445	Ton	<u>Binder (Base) Course Material - Hot Bit. Pavement</u>	<u>\$82.00</u>	<u>\$36,490.00</u>
6d	280	Ton	<u>Top Course Material - Hot Bituminous Pavement</u>	<u>\$95.00</u>	<u>\$26,600.00</u>
6f(1)	3,900	SY	<u>12" Reclaim in Place</u>	<u>\$4.00</u>	<u>\$15,600.00</u>
6i	350	LF	<u>Remove and Reset Granite Curbing</u>	<u>\$18.00</u>	<u>\$6,300.00</u>
6k	250	SY	<u>Remove and Replace 4" P.C. Concrete Sidewalk</u>	<u>\$52.00</u>	<u>\$13,000.00</u>
6k(1)	40	SY	<u>Remove and Replace 6" P.C. Concrete Driveway</u>	<u>\$58.00</u>	<u>\$2,320.00</u>
6m	20	Ton	<u>Hot Bituminous Pavement Hand Method</u>	<u>\$150.00</u>	<u>\$3,000.00</u>
6n	10	EA	<u>Detectable Warning at Wheelchair Ramp</u>	<u>\$450.00</u>	<u>\$4,500.00</u>
7a	1	LS	<u>Mobilization</u>	<u>\$16,000.00</u>	<u>\$16,000.00</u>
8b	1	Allowance	<u>Flagmen</u>	<u>\$10,000.00</u>	<u>\$10,000.00</u>
8c	1	U	<u>Maintenance of Traffic</u>	<u>\$6,000.00</u>	<u>\$6,000.00</u>
<b>GILLIS STREET ITEMS</b>					
21	1	LS	<u>Sewer Rehab at 11 Gillis St</u>	<u>\$33,000.00</u>	<u>\$33,000.00</u>

City of Nashua, New Hampshire  
Division of Public Works  
2016 Sewer Project  
CHANGE ORDER NO. 1

<u>Item No.</u>	<u>Quantity</u>	<u>Units</u>	<u>Item Description</u>	<u>Unit Price</u>	<u>Total Price</u>
22	1	LS	Sewer Rehab at 5 Gillis St	\$ 23,000.00	\$ 23,000.00
23	1	LS	Sewer Rehab at 25 Arlington St on Gillis St	\$ 53,225.00	\$ 53,225.00

TOTAL BID PRICE FIGURES

\$419,325.00

TOTAL BID PRICE WORDS - BASE BID

Four Hundred Nineteen  
Thousand Three Hundred  
Twenty Five Dollars and  
Zero Cents

Contractor: Park Construction Corp.

Authorized Signature: Mark Z. Norby

Date: 9/7/16

Address: Fitzwilliam, NH

Phone: 603-585-6577

Fax: 603-585-7717

Email Address: mnorby@parkne.com