FINANCE COMMITTEE

JANUARY 2, 2019

ROLL CALL
PUBLIC COMMENT

COMMUNICATIONS

From: Mayor Jim Donchess
Re: Contract for Construction of the Heritage Rail Trail to Mine Falls Park Trail and Pedestrian Bridge – Change Order #2

From: Dan Kooken, Purchasing Manager
Re: Contract for NPD Shooting Range Decontamination Project (Value: $25,613)
Department: 150 Nashua Police Department; Fund: Building Trust Fund

From: Dan Kooken, Purchasing Manager
Re: Purchase of Nashua Police Department Bulletproof Vests (Value: $42,465)
Department: 150 Police; Fund: 2017 and 2018 Bulletproof Vest Partnership Grant and NPD Protective Clothing

From: Dan Kooken, Purchasing Manager
Re: Contract for Emerging Leaders in Public Health Consultant Engagement (Value: $10,000)
Department: 171 Community Services; Funds: Emerging Leaders in Public Health Grant

From: Dan Kooken, Purchasing Manager
Re: Contract for Crown Hill Pool Rehabilitation (Value: $125,000); Department: 177 Parks & Recreation Fund: Grant and General Account

From: Dan Kooken, Purchasing Manager
Re: Contract for Primary Tank Upgrade Project – Construction Phase Engineering Services (Value: Not-To-Exceed $375,300); Department: 169 Wastewater; Fund: SRF Loan

From: Dan Kooken, Purchasing Manager
Re: Contract for Primary Tank Upgrade Project – Construction Services (Value: $3,629,340)
Department: 169 Wastewater; Fund: WERF and SRF Loan

From: Dan Kooken, Purchasing Manager
Re: Purchase of a Raw Sewage Pump Suction Cover Assembly (Value: $20,890)
Department: 169 Wastewater; Fund: Wastewater

From: Dan Kooken, Purchasing Manager
Re: Contract for Replacement Heating Units in Control Room and Cafeteria (Value: $15,574)
Department: 169 Wastewater; Fund: Wastewater

From: Dan Kooken, Purchasing Manager
Re: Contract for Wet Weather Gate Repair (Value: $19,956); Department: 169 Wastewater Fund: Wastewater-Collection
From: Dan Kook, Purchasing Manager
Re: Purchase of Replacement Grinder for Primary Digester Recirculation Feed Line (Value: $13,282)
Department: 169 Wastewater; Fund: WERF

From: Dan Kook, Purchasing Manager
Re: Contract for Gas Tank Evaluation (Value: $18,820); Department: 169 Wastewater; Fund: Wastewater-Collection

UNFINISHED BUSINESS – None

NEW BUSINESS – RESOLUTIONS

R-18-099
Endorsers: Alderman June M. Caron
Alderman-at-Large David C. Tencza
Alderman at-Large Mary Ann Melizzi-Golja
Alderman Jan Schmidt
Alderman at-Large Shoshanna Kelly
Alderman Tom Lopez
Alderman Patricia Klee
Alderman Richard A. Dowd
Alderman Linda Harriott-Gathright

AUTHORIZING THE MAYOR TO ENTER INTO A SUCCESSOR “CONCESSION AGREEMENT” WITH NASHUA COLLEGIATE BASEBALL, INC.

NEW BUSINESS – ORDINANCES – None

RECORD OF EXPENDITURES

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT
Date: November 26, 2018

To: Finance Committee

From: Jim Donchess, Mayor

Re: Contract for Construction of the Heritage Rail Trail to Mine Falls Park Trail and Pedestrian Bridge — Change Order #2

In accordance with O-14-011, communication of amendments to contracts, this memo is to inform the Finance Committee of a subsequent change to the George Cairns and Sons contract. The original contract was approved by the Finance Committee on May 16, 2018 in the amount of $502,622.75.

Change Order #1 reducing the contract by $14,802 for a total amount of $487,820.75 was submitted to Finance Committee on October 17, 2018.

This new change order, Change Order #2, includes additional fencing for the rail trail ramp end, modifications to the handrails to deter damage, modifications required by Eversource for the utility meter and most significantly the reconstruction of the Ledge Street trench to include an additional 40+ feet of pavement as it was determined after the fact that the street had recently been paved. The total price increase for this change order is $24,532.06 increasing the contract from $487,820.75 to $512,352.81, an overall increase in the project of $9,730.06 from the original contract.
December 27, 2018
Memo #19-100

TO: MAYOR DONCHESS
    FINANCE COMMITTEE

SUBJECT: CONTRACT FOR NPD SHOOTING RAND DECONTAMINATION PROJECT (VALUE: $25,613)
      DEPARTMENT: 150 NASHUA POLICE DEPARTMENT; FUND: BUILDING TRUST FUND

Please see the attached communication dated December 19, 2018 from Karen A. Smith, Business Manager for the information related to this purchase.

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 Nashua Police Department and the Purchasing Department recommend the award of this contract in the amount of $25,613 to Strategic Environmental Services of Northwood, NH.

Respectfully,

[Signature]
Dan Koochen
Purchasing Manager

Cc: K. Smith  A. Lavoie
To: Dan Koken, Purchasing Manager

From: Karen A. Smith, Business Manager

Subject: Nashua Police Department Shooting Range Decontamination Project

During recent testing it has been brought to our attention the need for decontamination of the Nashua Police Department's shooting range and associated facilities. Although the lead levels have tested at a safe level, there is an urgency to get the decontamination project performed promptly and clean debris from surface levels with a professional wash down and removal of carpeting and ceiling tiles. Three vendors were contacted for quotes as listed below.

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<thead>
<tr>
<th>VENDOR NAME</th>
<th>ADDRESS</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>Strategic Environmental Services</td>
<td>Sutton, MA</td>
<td>$25,613.30</td>
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<tr>
<td>Northeast Remediation</td>
<td>Newburyport, MA</td>
<td>$96,160.00</td>
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<tr>
<td>Range Maintenance Solutions, Inc.</td>
<td>Coconut Creek, FL</td>
<td>$52,350.00</td>
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The Nashua Police Department recommends the contract to the lowest quote received from Strategic Environmental Services in the amount of $25,613.30 for the replacement of the decontamination project as quoted at the Nashua Police Department.

Sincerely,

Karen A. Smith
Business Manager
November 28, 2018

Sergeant Jen Moriarty
Nashua Police Department
One Panther Drive
Nashua, New Hampshire 03062

Internal Proposal # P18-0600

Re: Decontamination of Nashua PD Shooting Range, & Associated Facilities

Dear Sergeant Moriarty,

Strategic Environmental Services, Inc. (SES) is pleased to provide our Working Agreement to the Nashua Police Department (Client) for the above referenced project located at One Panther Drive, in Nashua NH. Our Working Agreement has been prepared based upon the information provided by the client, a lead assessment conducted by TRC, and our experience with many similar projects.

SCOPE OF WORK

Pre-Construction and Mobilization

- SES will develop a Health & Safety Plan with all the necessary requirements set forth in OSHA, RCRA, NFPA, and DOT regulations. The Health & Safety Plan will be completed by SES prior to start of work.

Facility Firing Range Decontamination

- SES will establish negative air ventilation, decontamination station for personnel, and equipment in work areas using mobile HEPA filter units, 6mil Poly Sheeting, and Decontamination mats (Adhesive or "sticky" type). NOTE: Ducting of mobile HEPA units will be connected directly to inline ventilation exhaust currently in use at the facility.
- SES will remove lead impacted ceiling tiles from firing range. Ceiling tiles will double bagged and containerized in cubic yard boxes for disposal to approved licensed disposal facility.
- SES will remove associated ventilation grilles (3 total) from firing range and perform a triple wash triple rinse using D-Lead heavy metal decontamination solution.
- SES will perform the same decontamination process for all accessible duct work as far as can be reached from duct grilles by personnel. (Additional cleaning may be required, but it is not known at this time, and is not specified in this proposal.)
- SES will perform the removal of potential lead paints from the bullet trap located in the firing range. Paint chips will be placed in poly bags and containerized in cubic yard boxes for offsite disposal to approved licensed disposal facility.
- SES will perform the decontamination of all firing range vertical and horizontal surfaces from the height of ceiling tiles down. All surfaces will be decontaminated using the same triple wash, triple
rinse as specified. (Additional cleaning of surfaces above ceiling tiles may be required, but it is not known if surfaces above ceiling tiles are impacted. Additional work is not specified in this proposal.)

- SES will complete decontamination of the firing range floor from the bullet trap area, moving in the direction of the offices. Trippel wash triple rinse. (All decontamination debris, and solutions will be consolidated in T-Packs for disposal to licensed/approved disposal facility.)
- SES will apply light spray moisture of D-Lead solution to the carpeted areas of the office space outside the firing range. This will aid the mitigation of airborne particles during removal of carpeting and adhesive.
- SES will remove the carpeting, and adhesive from the office area. Carpeting and adhesive will be sealed in double 6ml poly bags and consolidated in cubic yard boxes for disposal to approved licensed disposal facility.
- SES will perform decontamination of all vertical and horizontal surfaces in office area from the ceiling down using triple wash triple rinse method.
- SES will complete decontamination of flooring using same method.
- Once all impacted debris have been removed, and decontamination has been completed SES will reclean ducting as far as can be reached, as well as grilles.
- SES will complete decontamination of mechanical ventilation room, and bullet trap room.
- HEPA filtration units will be installed to capture and mitigate dust dispersion during onsite work activities.
- HEPA vacuums will be utilized to remove free standing dust from flooring, and all vertical and horizontal surfaces.
- Once visible dust has been removed SES will conduct a triple wash and triple rinse of all vertical and horizontal surfaces that can be accessed in both mechanical and bullet trap room located behind small traps.
- All lead dust, and decontamination debris will be double bagged, and consolidated in cubic yard boxes, properly labeled for their contents, and stored onsite in temporary staging area pending approval to licensed approved disposal facility.

ASSUMPTIONS AND EXCLUSIONS

- SES will have full access to the work areas and space to stage equipment and/or materials. (This includes space located near firing range to store T Packs prior to offsite disposal)
- All analytical testing, permits, regulatory notifications (if required) and associated engineering tasks shall be performed by others at no cost to SES.
- Pricing associated with disposal and onsite times are estimated, actual units will be invoiced.
- Costs provided below, cover request for Site work to be completed Monday-Friday during normal business hours 0700-1500.
- Pricing is based on non-prevailing wage rates.
- SES will not be responsible for damage to unmarked or inaccurately marked structures/utilities, nor associated losses, nor repair costs.
- Reporting or analytical costs are not included in the proposal.
- Assumes disposal items can be picked up during normal business hours (M-F, 0700-1630).
- Additional work may be required with relation to duct cleaning, as well as cleaning above firing range drop ceiling or ceiling tiles. If additional cleaning is required, SES will consult with client and obtain approval prior to conducting any work not outlined in this proposal.
- SES's original work plan identified work associated with removal, replacement, and decontamination of ventilation HEPA filters, and filter housing units. These items have not been identified in this proposal. These items can be revisited, and pricing provided after system ventilation system investigation.

### COST OF SERVICES

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<tr>
<th>Task</th>
<th>Item</th>
<th>Est Qty</th>
<th>Units</th>
<th>Rate</th>
<th>Extension</th>
</tr>
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<tbody>
<tr>
<td>1 Mob Demob</td>
<td>1</td>
<td>LS</td>
<td>$250.00</td>
<td>$250.00</td>
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<tr>
<td>2 Site Work- Firing Range Decontamination. (Firing Range, Office, and Lead Paint Removal)</td>
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<td>3 Decontamination of Mechanical Ventilation, and Bullet Trap Areas</td>
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<td>LS</td>
<td>$7,730.80</td>
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<td>5 Disposal Lead Waste (Per Cubic Yard Box)</td>
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<td>CY Box</td>
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<td>6 Manifesting Paperwork fee</td>
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**Estimated Project** $25,613.30

### ACCEPTANCE

Payment terms are net 30 days. A charge of 1 and ½% per month or the maximum permitted by law, whichever is less, will be added to the unpaid balance on all invoicing not paid on or before the due date. In the event that any third party is employed to collect any debt at SES's sole discretion, CLIENT agrees to pay collection costs and attorney's fees.
CLIENT consents to jurisdiction in the State and Federal Courts of Massachusetts and that the Contract between the parties will be governed and constructed according to the laws of Massachusetts. If any provision of this agreement shall be held violative of any applicable law or unenforceable for any reason, the invalidity or unenforceability of any such provision shall not invalidate or render unenforceable any other provision hereof, which shall remain in full force and effect. The terms of this contract will become effective immediately, unless SES is advised otherwise within (7) days from the date of this document. CLIENT agrees to indemnify and hold harmless SES from any lawsuit brought against it for the above scope of services including consequential damages and attorney’s fees.

Please sign our Working Agreement indicating your acceptance and return it to me.

Sincerely,

Alan B. Kinlaw
Project Manager

Working Agreement approval by Authorized Representative

Signature: ___________________________ Printed Name: ___________________________

Title: ___________________________ Date: ___________________________

Company: ___________________________
December 27, 2018
Memo #19-109

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: PURCHASE OF NASHUA POLICE DEPARTMENT BULLETPROOF VESTS (VALUE: $42,465)
DEPARTMENT: 150 POLICE; FUND: 2017 and 2018 BULLETPROOF VEST PARTNERSHIP GRANT AND NPD PROTECTIVE CLOTHING

Please see attached communications from Karen A. Smith, Business Manager dated December 21, 2018 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.

These bulletproof vests are being purchased using the State of New Hampshire contract #8001970.

The Nashua Police Department and the Purchasing Department recommend the purchase of this product from Atlantic Tactical Inc. of New Cumberland, PA in the amount of $42,465.

Respectfully,

Dan Koozen
Purchasing Manager

Cc: K Smith A Lavoie
To: CFO Dan Kooker

From: Karen A. Smith, Business Manager

Subject: Nashua Police Department Bulletproof Vests

The Nashua Police Department (NPD) is requesting to purchase fifty-seven (57) second chance SX Level II bulletproof vests as needed during fiscal FY19 budget year. Forty-nine (49) of the vests are part of the five year manufacturer replacement schedule for vest with expiration dates prior to June 30th. The balance of eight (8) vests is anticipated for potential new hire recruits as need for the fiscal year. The current vests are being retained for use during training such as simulations.

The Nashua Police Department recommends purchasing the vest order from Atlantic Tactical of New Cumberland, PA under State of New Hampshire contract #8001970. Funding is available in the 2017 and 2018 Bulletproof Vest Partnership Grant for a portion of the vest purchase price. The Police Department's required match will be funded from the Department's Protective Clothing account.

Sincerely,

Karen A. Smith
Business Manager
STATE OF NEW HAMPSHIRE  
Dept. of Administrative Services  
Div. of Procurement and Support Services  
Bureau of Purchase and Property  
State House Annex  
Concord, New Hampshire 03301

Date: July 5, 2016

NOTICE OF CONTRACT  
(ADDING PRICING SHEETS)

COMMODITY:  
SAFARILAND™ BODY ARMOR

CONTRACT NO.:  
8001970

NIGP:  
680-0815

VENDOR:  
Atlantic Tactical Inc  
763 Corporate Circle  
New Cumberland PA 17070

VENDOR #: VC #254684  8001

CONTACT PERSON(s):  
Jim Berry, Regional Account Manager  
Mobile: (603) 361-1932 / Toll Free: (800) 781-2677  
Fax: (717)-774-4463  
E-Mail: Jim.Berry@atlanticTactical.com

Thomas Caruso  
Tel. No.: #800-781-2677 X1142 or 717-774-339 X1142  
Fax No.: #717-774-4463  
E-Mail: tom.caruso@atlanticTactical.com

EFFECTIVE FROM:  
March 1, 2016 through February 28, 2019

PAYMENT & TERMS:  
Payments shall be made via Procurement Card (P-Card –Visa Credit Card). Orders charged upon delivery/shipment.

The resulting contract has mandatory Procurement Card usage for agencies enrolled in the State P-Card Program.

PRICE DISCOUNTS:  
Discounts off Safariland published price for tactical soft armor, tactical hard armor, concealable & accessories:

- ABA  50% off list
- Second Chance  50% off list
- ProTech  50% off list
- Duty Gear and Equipment  40% off list

PRICE LISTS:  
Price lists shall also be provided to agencies upon request. Other discount manufacturing also available upon request.

DELIVERY TERMS:  
F.O.B. Destination to any location within the State of New Hampshire

QUESTIONS:  
Direct any questions to Loretta Razin, 603-271-0579 or Loretta.Razin@NH.Gov
ORDERING:
State agencies will place their orders by electronic order entry, by e-mail, by FAX, or they may establish a standard delivery order. Eligible participants will utilize their own individually established ordering procedures.

MINIMUM ORDERS:
There is no minimum order required under this contract. Delivery is to be accomplished within 45 working days from the date the order is placed.

BACKORDERS:
The Contractor must immediately notify the state agency if any item is not available for delivery in the required time frame, and must indicate the anticipated delivery date of that item. Contractor will complete delivery of all other items on the order and will deliver backordered items as soon they become available. Invoice shall indicate ‘partial shipment’.

OTHER ELIGIBLE PARTICIPANTS:
Political sub-divisions (counties, cities, towns, school district or precinct, or other governmental organization, or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, shall be eligible to participate under this contract is they so choose; (RSA 21-I:17). Eligible participants will negotiate their own payment methods with awarded contractor.

BALANCE OF PRODUCT LINE ITEMS
During the term of contract, the state may purchase other items in relation to the Safariland™ Body Armor from the successful Contractor's Balance of Product Line. All items ordered will include all shipping/charges.

MINIMUM SPECIFICATIONS AND STANDARDS:
SAFARILAND™ Manufacturing body armor:

A. National Institute of Justice (NIJ) Ballistic Resistance of Armor Standard 0101.06 and (NIJ) Stab Resistance of Armor Standard 0111.04, unless and until new NIJ Standards are published and made effective.

B. Body armor offered must be identified and listed according to the applicable NIJ threat levels on the attached pricing sheets. These levels are:

1. Ballistic Resistant Body Armor NIJ 0101.06
   - Level IIA
   - Level II
   - Level IIIA

2. Stab Resistant Body Armor NIJ 0115.00 (includes spike & edged blade)
   - Protection Class Spike Level 1, 2, 3 and Protection Class Edged Blade Level 1, 2, 3

3. Dual-Purpose Ballistic and Spike (and or edged blade)
   - All vests offered as dual purpose must have passed NIJ CTP testing under each product type, provide documentation and be published on both appropriate Compliant Products List (CPL) to be responsive.

4. Additional NIJ-0110.06 Certified Body Armor Products (include CPL Model #)
   - Level III-Hard armor or plate inserts, or flexible armor
   - Level IV-Hard armor or plate inserts or flexible armor
   - Tactical Ballistic Body Armor model offered shall include CTP test results and identify the model description number associated to the CPL.

C. ISO 9001 Quality Assurance Certification (if pending, requires supporting documentation).
D. All body armor models including ballistic, concealable, tactical, ballistic/stab resistant and any other type of body armor that include the option of additional trauma or hard armor plate protection shall have the plate pocket permanently secured to the body armor carrier on three sides (both sides and the bottom).

Vests shall provide front, back and side protection per specifications below and must be available in both male and female configuration for all sizes. Workmanship and construction details, cutting, stitching, and finishing shall be in all cases in accordance with first-class commercial textile standard practices for the intended purposes. All equipment must or exceed the following requirements.
- Federal Standard NIJ-STD 0101.06 or any subsequent revision
- Federal Standard No. 751, Stitches, Seams and Stitching
- Six Point Adjustable Straps
- Ballistic Panel Covers. Waterproof, permanently covered with semi-permeable material which allows gases and heat to pass through, but prevents liquids and moisture from penetrating; moisture-vapor barrier, prevents fuels, body oils or repellents from contaminating the ballistic panel and will not cause negative impact on waterproof properties of the cover
- All suspension and fastening straps must be removable on both male and female vests
- Trauma plates 5'' x 8''; soft
- Vests shall be adjustable with removable suspension and fastening straps and shall provide front, back and side protection and available in male & female sizes.
- All sizing, measurements and final fitting shall be done at no expense to the State.

VEST CONFIGURATION
This section shall describe the general configuration desired by the State of New Hampshire.
- Vest type is slip-over style, covering most of upper torso; four neoprene or elastic straps with hook and pile fasteners for adjustable positioning and comfort
- Front ballistic panel is contoured, with scoop neck, to cover chest area approximately to collarbone area; chest/bicep region cut with sufficient space to prevent irritation and restriction during routine duties.
- Rear ballistic panel shall cover torso back (in a standing position), to within 4''(±) of top of duty belt; and in a sitting position to within 2''(±) of top of duty belt
- Panels shall be removable by zipper or Velcro opening

VEST FIT
A factory-trained representative, distributor/dealer, or a designated State Agency employee who has been trained in the proper fitting of the vests, shall take individual measurements. Measurements must take into account proper fit; special fitting considerations for duty gear and in MIJ standards or guidance.

Modification and adjustments to any garment that has been issued to an officer for which it was originally constructed, that does not fit properly, shall be returned for modification to the manufacturer within 30-days days of delivery. All such required modifications shall be completed and returned to the requesting agency within fourteen (14) calendar days without any additional cost unless mutually agreed upon by the state and the contractor.

CARRIER
Material shall be constructed of a breathable fabric with zipper opening or Velcro opening for insertion of ballistic panel. Straps shall be adjustable and removable; made from neoprene material or high quality elastic cut squarely from a rolled stock with anchor stitching.

COLOR
The State will determine the color. Coloring shall be permanent and not "bleed" onto other garments. In the event the garment bleeds, contractor may be held liable for any damages on personal clothing and/or equipment.
All fasteners, hooks, pile, snaps, webbing, release buckles, & zippers shall be high quality and of a color similar to garment.

WARRANTY:
Manufacturer shall provide a five (5) year warranty from date of issue, that vest will meet the ballistic-resistant and deformation requirements as per Federal NIJ-STD 0101.06 velocities and test methods. Concealable covers shall have a minimum 12-month warranty from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

WARRANTY REPLACEMENTS:
All armor panels requiring warranty work shall be returned to the using agency within fourteen (14) days. In the event of ballistic or sharp instrument confrontation, said vest will be replaced with a new, unused identical styled unit. Delivery shall be fourteen (14) days upon formal notification unless mutually agreed upon between the using agency and the contractor.

VEST LABELS
Each vest shall be labeled to include the following: name of manufacturer and location armor was manufactured, threat level, NIJ-STD 0101.06, date of manufacture, size, serial number, lot number, style designation and officer's name. The manufacturer may, at its option, include a catalog number for supplier or distributor convenience, provided that such number is properly identified and totally separate from the model/style designation line. Labels shall remain readable throughout the warranty period.

CARE INSTRUCTIONS:
The manufacturer shall offer instruction or provide presentations as requested by State regarding the care, instruction, usage and limitation of bullet-resistant and stab-resistant armor. Briefings to training classes regarding proper fit, care and maintenance during the fitting and measurement visits may also be required.

RECALL NOTICES:
Manufacturer will be responsible for notifying the State of recall notices, warranty replacements, safety notices or any applicable notice regarding the products being sold. Manufacturer must notify the State of all recalls, warranty replacements, safety notices, etc. in writing within 30 calendar days. Failure to notify the State may result in the immediate cancellation of award.
**Quote Request**

**TO:** Sgt Jen Moriarty  
**COMPANY:** Nashua Police Dept  
**STREET:** 0 Panther Dr  
**CITY:** Nashua, NH  
**ZIP:** 03061  
**PHONE NO.:**  

**SHIP TO:** Nashua Police Dept  
**0 Panther Dr** Nashua, NH 03061  

**DATE:** 12/21/18  
**CUSTOMER ORDER #:**  

**SALES PERSON:** Jim Berry  
**TAX EXEMPT NO.:**  

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<th>STOCK NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<td>Second Chance SX Level 2, A7 (Male)</td>
<td>56</td>
<td>$600.00</td>
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<td>Impact 7x9 HT Plate</td>
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<td>$75.00</td>
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<td></td>
<td>Nh State Contract Pricing good until 2019</td>
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All prices quoted, valid for 30 days unless otherwise specified.  

**TOTAL:** $42,455.00
December 27, 2018
Memo #19-110

TO: MAYOR JIM DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR EMERGING LEADERS IN PUBLIC HEALTH CONSULTANT ENGAGEMENT (VALUE: $10,000)
DEPARTMENT: 171 COMMUNITY SERVICES; FUNDS: EMERGING LEADERS IN PUBLIC HEALTH GRANT

Please see attached communication from Bobbie Bagley, Director of Public Health & Community Services dated December 21, 2018 for the information related to this contract award.

§ 5-83. Professional services. In the purchase of accounting, architectural, auditing, engineering, legal, medical and ambulance services and purchases of independent professional consultant services for personnel, data processing, actuarial, planning, management and other comparable purchases competitive bidding shall not be required. Competitive bidding is required in the procurement of insurance agents and consultants.

The Director of Division of Public Health & Community Services and the Purchasing Department recommend the award of this contract in the amount of $51,865 to Soujourn Partners of Bedford, NH.

Respectfully,

[Signature]
Dan Koochen
Purchasing Manager

Cc: B Bagley J Graziano
December 21, 2018

To: John Griffin, CFO; Daniel Kookén, Purchasing Manager
From: Bobbie D. Bagley, Director, DPHCS

Subject: Emerging Leaders in Public Health Consultant Engagement

The Division of Public Health and Community Services (DPHCS) has been awarded an Emerging Leaders in Public Health Transformative Applied Learning and Implementation Grant from the Kresge Foundation in the amount of $119,100. This award will enhance our leadership skills and transform our role as Public Health Prevention Strategist in the Greater Nashua Area.

To do so, we are seeking consultation support from Sojourn Partners a consulting firm that will help DPHCS to improve quality, enhance partnerships and create sustainable funding sources.

This purchase is considered a sole source in accordance with Special Purchasing Procedures under § 5-83(A) for Professional services, competitive bidding is not required for independent professional consultant services. Accordingly, we did not go out to bid for these services but are using a consultant that has performed these same services under the Emergency Leadership in Public Health for the City of Manchester.

We are requesting approval to enter into this contract with Sojourn Partners in the amount of $51,865.
Engagement Overview

The Division of Public Health and Community Services is the public health entity for the City of Nashua and is the first accredited Health Department in New Hampshire. Its mission is to promote, protect and preserve the health and well-being of the Greater Nashua Region through leadership and community collaboration (Division of Public Health and Community Services).

Recently, your organization has embarked on a transformation to become the “Public Health Prevention Strategist”. To do so, you are seeking to improve quality, enhance partnerships and create sustainable funding sources. This will require the adoption of system thinking and approaches to strategy creation and execution. This will also require an internal transformation, an entrepreneurial culture, and the ability to move many internal and external stakeholders in the direction of change.

Your plan includes analyzing and creating a framework to address prevention-based strategies for public health challenges. More specifically, you want to affect adverse childhood experiences that lead to high risk behaviors. This will require your team taking a complete systems approach, which includes training for you and your staff on leadership, systems and strategic planning, and then translating those efforts and leadership to your external PHAC team (approximately 24 external community leaders).

The applied Learning Resource Grant you have includes funds for leadership applied learning and a strategic plan. You suggested that your strategic plan for the future will need to be more creative, innovative, agile and collaborative, and most importantly will include and engage the PHAC team. You will require an operational document as a final product that you and your IELPH team will create, which may also require other consultants and communication experts (other than Sojourn). Sojourn Partners will lead and facilitate on a collaborative road map that your executive team and your external PHAC team can explore and agree upon, and eventually lead to execution.

Based on our discussion and the materials you provided, Sojourn proposes that you combine leadership applied learning to create a community strategic plan that delivers 3 goals in your Applied Learning Resource Grant:

✓ **Experiential Leadership Development** - Proposed is a Leadership/Strategy Development process that combines leadership development and strategic planning in an experiential process. A real-time applied learning of leadership, strategy, change, influence, culture, communication and management competencies with your immediate leadership team (approximately 9 people) will be delivered. Within that structure of learning, you will apply that knowledge towards strategic planning during the multi-month program. For example, when you are learning about strategy creation, you will work on strategy creation for the department. When you learn about how to execute a plan for change, you will learn change principles while applying those principles to the strategic plans you evolve. This interactive and hands on approach will instill contemporary leadership competencies and then force your team to apply them to your planning. The ultimate
product will be new strategies and all the components of that strategy, combined with a working practiced knowledge of leading that change.

✓ **Recalibration for your Leadership Culture** – You realize that you are a public body with many stakeholders acting in a more structured organizational environment. You also realize that your team and ultimately your organization may need to shift to a more collaborative, creative, agile and “can-do” culture. Change, motivation and culture will be key competencies of this program in which participants will think through how to change your leadership culture and how to motivate others to move with you. This will include engagement with all levels of the organization to communicate, collaborate and build the support and alignment needed to produce change.

✓ **Create Community Partner Engagement** – Your external PHAC partnerships exist, but they need to be fully engaged. Once your internal IELPH leadership completes a strategic planning draft, the PHAC team will be systematically assembled to facilitate strategic collaboration, leading to a complete and aligned strategic plan to be executed over the next several years. This can take place over a series of meetings in 2019 parallel to the leadership development process.

Proposed here are two initiatives for this effort:

1. IELPH Leadership Development Program  
2. Executive Coaching for Director and Deputy  
3. PHAC Strategic Planning

These 3 initiatives will run parallel in 2019, with the following schedule:

<table>
<thead>
<tr>
<th></th>
<th>IELPH Leadership Development</th>
<th>Executive Coaching</th>
<th>PHAC Strategic Planning Events</th>
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1. Leadership Development Program

To deliver a Leadership Development Program for the executive team that addresses the education, training and coaching of leadership skills, specifically including but not limited to the following:

1. Create new strategies and team results.
2. Improve general management and leadership competencies across the firm.
3. Improve confidence and critical thinking about strategy, transformation, change, influence, coaching and mentoring.
4. Develop short and long-term strategic and professional organizational goals.
5. Establishing and executing a set of priorities for strategy and organizational change.

Objectives:
Specific objectives for the program include (to be further developed):

- Build transformational leadership competencies within the leadership team.
- Create collaborative, creative and agile strategic planning for change.
- Develop empowering and influencing skills.
- Develop a systems thinking mindset.
- Create management dialogue, language and tools through experiential learning in real-time.
- Increase confidence levels regarding coaching, mentoring, communications and motivating others.
- Build relationships across the management and stakeholder teams.
- Build a mechanism for systemic problem solving across the organization.
- Create personal development plans for each participant.
- Traditional management competencies that improve leadership results include strategic and critical thinking, motivation, change, relationship management, coaching and mentoring, emotional intelligence, communications and strategies for creating team culture.

Program Content:
All content will include appropriate learning goals of the organization, and will include management and leadership competencies. Some content in this program may be adjusted based on ongoing outcomes and will be co-designed with your organization and the participants.

This program incorporates an approach where participants work to apply their learning directly within the workplace. Within each half-day event, material will be presented and then a collaborative discussion for personal and organizational learning will be facilitated. Each participant will commit to take the lessons to the workplace for strategic planning purposes.

This is a hands-on, experiential process that will require participants to use these skills, reflect on what they learned and understand their own strengths and weaknesses. Most important, participants will go through this together, learning how to be an effective team as they engage in this process. In addition, they will learn about each other in a different, problem-solving setting, resulting in improved team effectiveness.
Group Facilitation Process:
We believe in a systems-based approach to team and group coaching. Accordingly, our group coaching process is co-facilitated, and may involve different co-leads and expertise depending on the topic. The program may also include the involvement of mentors and other leaders at the organization. The team also reports on the work they have done over the previous months, so it is a continuous learning process. Accountability is held for individual commitments to action and learning. This is an experiential process that directly engages each participant’s leadership on real business issues.

As part of the evolving knowledge and skills practice, Sojourn’s program facilitators remain available to work through individual challenges, aspirations and needs for each participant. The learning is not limited to the program events. Rather, the program is an ongoing experience. Coaching from time to time is available as part of the program.

Frequency:
This team completes 6 group events over the course of 10 months. Each event is approximately 4.0 hours in duration.

360 Assessments:
All participants will obtain feedback from their respective stakeholders through a formal 360 assessment. This allows the members to make intentions about change and enlist stakeholders for success. This includes the assessment, reports, and two (2) hours of debrief coaching to assist participants in documenting their personal action plan for management competency growth. Furthermore, each participant will present their learnings and action plan to their peers during subsequent program days.

Participants:
Approximately 9 members of the executive team.

2. Executive Coaching

Executive coaching is a valuable tool to instill and promote effective and contemporary leadership within an organization, and allow the potential of the coaching client to emerge. Coaching is an interactive process, guided by the coach, creating a working awareness of one’s abilities, desires and aspirations as a leader within one’s organization. Sojourn partners with you, your sponsors and leaders to ensure the client receives the best possible valuable experience.

Initial Leadership Development Goals:
1. Develop leadership abilities to transform the organization and its strategy;
2. Understand, develop and deliver contemporary leadership principles;
3. Develop short and long-term professional and strategic goals;
4. Develop a client road map during the first coaching meeting.
Coaching will examine values, modes of operation, and general conditions of the participants’ professional, personal and organizational situations. Coaching services may include brainstorming, perspectives work, role-playing, making requests, and accountability. If desired, Sojourn will facilitate meetings between the client and sponsors in a transparent process that advances the coaching client goals and objectives for leadership effectiveness.

Decisions that participants choose to make are ultimately at their sole discretion. Nothing in this agreement shall be deemed to constitute a representation, guarantee, or promise that particular results will be produced by our efforts. The services and information provided is on an “as is” basis and we specifically do not provide warranties with respect to the use by participants of any of the deliverables.

Frequency:
1 meeting per month, up to 2 hours per meeting, for six months.
On call as required

Coaching Process:
Leadership coaching follows a general process, which includes a co-active approach to design, action, validation and accountability. The sequence of steps may change based on the client need, but the goal is to produce energy towards visible professional improvement. The final result is either a difference in performance and/or an acknowledgement that change is in process. A key outcome of the coaching is the client reporting to his/her sponsor and/or stakeholders about his/her progress. We expect that the client will engage fully in the coaching process, which is designed with the client.

3. PHAC Community Strategic Planning

Objectives:
To facilitate a community strategic planning process with the PHAC team to realize full engagement, sense of team and create the best ideas and plans. This 4-session planning process will include but not be limited to the following:

1. Have system level discussion for preventing (ACE) Adverse Childhood Experiences.
2. Engage in system mapping workshops to identify potential new and improved strategies.
3. Create tangible and clear action plans.
4. Create partner commitment to engage collectively toward strategic outcomes.
5. Create outline of execution strategy.
6. Create touchpoints and evolving stakeholder engagement over time.
7. Act as one health care catalyst team.

Program Content:
It is anticipated that 4 (2.5 hour) strategic workshops will be facilitated through 2019, in parallel with the planning and leadership development initiatives. Each session will include collaborative exercises and learning to identify and create a system of engagement, cooperation and commitment among all stakeholders.

Session 1 – Kick off planning process, review preliminary strategic framing from IELPH.
Session 2 – System analysis exercises, environmental analysis, GAP analysis and data gathering.
Session 3 – Design based on outcome from previous meetings.
Session 4 – Shaping and alignment of strategic objectives, goals and tactics to move forward.
<table>
<thead>
<tr>
<th>Summary Pricing</th>
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<tr>
<td><strong>Leadership Development Program</strong></td>
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<tr>
<td>6 separate 4-hour events for 7-10 participants.</td>
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<tr>
<td>Includes all design, administration, preparation, facilitation and follow-up.</td>
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<tr>
<td>Actions plans for decision making, research, documentation will be assigned the last hour of each session, leading to a comprehensive document for strategy and change. This homework will be completed between sessions, building on each other in a comprehensive way.</td>
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<td>$24,000</td>
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| **360 Feedback Assessments Leadership Development Participants** |
| 360 Instrument for approximately 7 participants (less Director & Deputy) |
| Coaching meeting with each participant (up to 1.5 hours each) |
| [This will prepare each participant to deliver to their peers a template presentation regarding their feedback and a plan for development. These plans will be further defined in future development events.] |
| Includes all design, administration, preparation, facilitation and follow-up |
| $4,865 |

| **Executive Coach for Director and Deputy Director** |
| One 1.5-hour private coaching meeting each month with 2 leaders for 6 months between Program days. |
| 360 instrument for each executive. |
| On call services. |
| $1,000/ Month each for 6 months = $12,000 |

| **PHAC Community Strategic Planning** |
| Develop, plan and deliver 4 (2.5 hour) facilitated strategy creation events with external PHAC team (approximately 24 people). Includes all documentation, preparation and follow-up. |
| $11,000 |

| **Administration** |
| Includes all design, administration, preparation, facilitation, calls, reports, debriefs and follow-up. |
| Waived |
Other Provisions

Sojourn remains available for additional meetings as required within the scope of this effort. It is expected that many other planning meetings, phone calls, inquiries and brief coaching meetings will be required and these costs are included in the scope and rates above. Additional services that fall outside the scope of this estimate will be mutually negotiated with the sponsoring executive or project manager.

These prices exclude travel and lodging expenses, which will be billed separately or arranged by our collective administrative support. These prices exclude costs associated with event facilities, event planning and logistics. Costs for these items will be the responsibility of the sponsor. Sojourn will provide recommendations of venue and event needs, however remain flexible as to where events take place and associated costs.

Decisions that participants choose to make during the coaching process are ultimately at their sole discretion. Nothing in this agreement shall be deemed to constitute a representation, guarantee, or promise that particular results will be produced by our efforts. The services and information provided is on an “as is” basis and we specifically do not provide warranties with respect to the use by participants of any of the deliverables.

All information provided to us, which is proprietary or confidential in nature and so marked by the client or team, shall be treated as confidential and shall not, except to the extent necessary in our performance hereunder, be disclosed to parties outside of your organization.

The Leadership Development Program is a twelve-month agreement, which may be terminated by either party at any time upon thirty days’ notice.

Each month, an invoice will be sent for the agreed upon monthly services to be delivered that month. The invoice will be due and payable within 20 business days. Quarterly or other payment options are available.

__________________________________________  ____________________________
James Donchess, Mayor                                  Date
City of Nashua New Hampshire

__________________________________________  ____________________________
Russ Ouellette, DM, Managing Partner                   Date
Sojourn Partners
References

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Baker Newman Noyes

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Concord Regional VNA

Beth Slepian, MBA, PT  
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Email: beth.slepian@crvna.org  
Office: (603) 224-4093
Sample Curriculum:

- **Orientation:** Program Launch Event

- **Month 1:** *Discovery of Management and Leadership Purpose* – A review of management and leadership, its place in the modern organization, and a reflection of participants’ management and leadership competencies.

- **Month 2:** *Management Strategy and Change* – form a deeper understanding for strategy, change and moving people through these processes. Also, managing innovation and decision making within your role and industry.

- **Month 3:** *Leadership Culture and Systems Intelligence* – develop an understanding of systems thinking, valuing and managing the entire organizational system.

- **Month 4:** *Strategic Project Management and Planning* – a working day to review each participant groups plan for their project. They will be presented a detailed framework of project management, and begin planning their work as a team.

- **Month 5:** *Interpersonal Management, Coaching and Mentoring* – A review and practice of managing strategic relationships, including: empowering others, communication of ideas, influence and negotiations, team building, coaching, mentoring and developing others on a team.

- **Month 6:** *Integration and Implementation* – combine all learning and experiences towards continuing action plans for personal and organizational growth.

- **Month 7:** *Stakeholder Review & Kickoff* – An event that includes various leaders in the company who will participate, evaluate, collaborate and support strategic plan initiatives.
Leadership Development Program Detail Outline

Initial Development Goals:

To deliver a MEMIC Leadership Development Program that addresses the education, training and coaching of management skills, specifically including but not limited to the following:

1. Improve general management and leadership competencies of participants.
2. Improve communication and team results.
3. Create team relationships and team learning.
4. Improve confidence and critical thinking about management and leadership.
5. Develop short and long-term professional and strategic goals.
6. Establishing and executing a set of priorities for individual development.

Objectives:

The objective for engaging your team in development are:

- Establish and practice management and leadership competencies.
- Create management dialogue, language and tools through experiential learning in real-time.
- Create a sense of "team" and "support" for each other, improve professional relationships and communication of the team, thereby improving operational results.
- Build a mechanism for systematic problem solving across the company.
- Create personal development and business improvement plans for each participant.
- Increase confidence levels regarding program content and behavior as a leader.
- Build relationships across the organization among participants.
- Increase traditional leadership and management competencies, including strategic and critical thinking, motivation, change, relationship management, mentoring, emotional intelligence, communications and strategies for improving team culture.

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<thead>
<tr>
<th>Orientation</th>
<th>Introduction to the Program</th>
<th>Agenda</th>
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</table>
| 2 hours     | Program launch event, hosted by the firm. Includes all senior managers, mentors and VIP's. Designed to announce the program, explain purpose and build excitement and commitment to the program. | 1. Build commitment to the endeavor  
2. Introduce candidates  
3. Enlist mentors and emphasis the importance of that relationship  
4. Explain process  
5. Celebrate the effort |

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<thead>
<tr>
<th>Meeting 1</th>
<th>Discovery of Management and Leadership Purpose:</th>
<th>Agenda</th>
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</table>
| 2 day event | Leadership development is an inside out process. While external competencies and skills are important they do not, by themselves, define leadership effectiveness or allow people to leverage their unique leadership and management strengths. | 1. Introductions  
2. Program & meeting ground rules  
3. Relationship building exercise |
<table>
<thead>
<tr>
<th>Meeting 2</th>
<th>Interpersonal Management, Coaching and Mentoring</th>
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<tbody>
<tr>
<td>1 day</td>
<td>The social component of management cannot be understated. Coaching and mentoring skills of people and teams are more essential to your success as a manager as are your professional technical skills. This day will consist of review and practice of managing your strategic relationships and cover: empowering others, communication of ideas, influence and negotiations, team building, coaching, mentoring and developing others on your team.</td>
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**Goals and Outcomes:**

1. Working knowledge and methods regarding the social components to managing and leading others.
2. Listening, communication and influencing others you manage, your supervisor/leader and others you work closely with.
3. Working knowledge of developing others, including.

**Agenda:**

1. Review of your meeting with your mentor
2. Social management in the workplace
3. Coaching & mentoring methods to develop others
4. Coaching exercise
5. Team development exercise you can use
6. Supplemental assignment

**Assignment:**

- Coach or mentor one or two employees using the methods you practiced in this meeting. At the next meeting, report your.
### Meeting 4

**Management Strategy and Change:**

The foundation for managing is forming plans and then executing them through others. This involves setting your direction based on larger strategies from your firm and then motivating others to put your plans in place. This also requires thinking about and managing change.

In this meeting, you will form a deeper understanding for strategy, change and moving people through these processes. Also, managing innovation and decision making within your role and industry.

**Goals and Outcomes:**

1. Develop a working knowledge regarding innovation, strategy, change and motivating others.
2. Understand the business critical decision process and your role in decision-making.
3. Understand the lifecycle and processes of strategy and change.
4. Collaborate with your cohort regarding critical strategies and changes you can make to best manage your groups.

**Agenda:**

1. What is good management at your firm?
2. Strategy, change and motivation overview
3. Strategy exercise
4. Change model tool review
5. A working process for change exercise
6. Innovation exercise
7. Personal management strategies for change
8. Team exercise
9. Supplemental assignment

**Assignment:**

- Using the change model covered and your groups change opportunities, design a working change plan for your group. At the next meeting, report your findings.

### Meeting 5

**Leadership Culture & Systems Intelligence**

Personal leadership does not exist in a vacuum. It is in an ongoing relationship with the firm's leadership culture. By examining the leadership culture, you determine what would best support the team as a leadership system going forward.

You will also be introduced to systems intelligence, which incorporates both emotional and social intelligence. Systems intelligence is an understanding of systems thinking and valuing the whole. As a Cohort, you will explore your system's beliefs, which will best serve the firm's leadership system and legacy.

**Goals and Outcomes:**

1. Understanding systems intelligence and leadership culture
2. Examine leadership culture for underlying systems beliefs
3. Create a systems action plan that support the team's

**Agenda:**

1. Systems intelligence & culture overview
2. Culture exercise
3. Supplemental assignment

**Assignment:**

- Discuss desired leadership culture with your mentor. What is the one thing, that if shifted, could most positively impact your culture and support your leadership? At the next meeting, report your findings.
<table>
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<tr>
<th>Meeting 6</th>
<th>Integration and Implementation</th>
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<tr>
<td>1 Day</td>
<td>How do all the concepts we have introduced fit together? What is next? These are the key questions posed to you as we finalize our time together. You will present our respective learnings to each other. You listen for what is exciting for each of you. You listen for how you will lead. You listen for how you will be supported.</td>
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<td><strong>Goals and Outcomes:</strong></td>
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<td>1. Integrate key concepts from the program</td>
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<td>2. Develop a brief personal presentation to share</td>
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<th>Meeting 7</th>
<th>Capstone Reports</th>
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<td>1 day</td>
<td>Presenting your ideas, creating alignment and building momentum around what you have learned in this program will be highlighted. During the morning, all projects will be reviewed with a represented committee from MMBIC, and feedback will be provided. During the afternoon, a brief of the morning, success and lessons learned will be highlighted. In addition, a review of all program lessons learned will be discussed, and your aspirations for your company will be collected for your management. Finally, the team will adjourn with a final team building exercise.</td>
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<td><strong>Agenda:</strong></td>
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<tr>
<td></td>
<td>1. Integration of key concepts and learnings.</td>
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<td>2. Personal implementation plan and presentation outline</td>
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<th>Adjourn</th>
<th>Graduations Event:</th>
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<td>2 hours</td>
<td>Wrap up of new management growth and review of outcomes. This will be custom designed with the sponsors and graduates to champion your achievements and new aspirations for the future.</td>
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**Agenda:**

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<th>Complete Capstone projects</th>
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<td>Capstone presentations</td>
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<td>2. Capstone debrief</td>
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<td>3. Program debrief</td>
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<td>4. Team adjourning exercise</td>
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**Russ Ouellette, DM**

Sojourn Partners  [www.SojournPartners.com](http://www.SojournPartners.com)  Phone: (603) 232-9403
Dr. Russ Ouellette is a recognized expert in high performance coaching, executive leadership and organizational development. He brings to his clients a vast background of industry and functional diversity. He holds a Doctorate in Management, an MBA and is a graduate of the Coaches Training Institute. As Managing Partner and Founder of Sojourn Partners, Russ consulting centers on senior executives and executive teams.

Active in community affairs, he currently serves on the Board for both the Business and Industry Association of NH and Catholic Charities NH, past Chair of the Greater Manchester Chamber of Commerce, and past Chair of Leadership Greater Manchester. He also is Adjunct Professor at New England College where he has led over 100 Graduate courses and held role as the Graduate School Program Director for 6 years. Russ has also authored two books, The Leadership Advantage (2013) and The Future of Everything: Strategies for Successful Business Behavior (2015).

Areas of Expertise: Leadership Development and Training, Executive Coaching, Culture and Climate assessment and planning, Engagement, Organizational Development and Change, Strategic Planning and Policy, Employee Motivation and Team Building.

Trinnie Houghton, JD, CPCC, ORSCC

Trinnie Houghton brings expertise in leadership effectiveness, communication and systems thinking. For 10 years, Trinnie has coached senior level executives, partners, and emerging leaders in the US, Europe and Asia, focusing on leadership development and team dynamics. She has also developed and conducted leadership programs, and is adjunct faculty at Southern New Hampshire University's Graduate Business School.

Prior to becoming an executive coach, she worked as a civil litigator in Boston. She graduated with honors from Boston University with a B.A. in Psychology and received her J.D. with honors from Suffolk University Law School. She received her coach certification from The Coaches Training Institute and holds an advanced certification in organization and relationship systems coaching from CRR Global. She is certified in the Leadership Circle Profile™ and the Leadership Culture Survey™ 360 feedback assessments for individuals and teams. Her practice includes the financial, legal, accounting, telecom, manufacturing, construction, engineering, nonprofits, insurance, and healthcare industries.

Trinnie currently serves on the Joint Immigration Task Force for the Greater Manchester Chamber of Commerce, and on the Steering Committee for Leadership Greater Manchester.

Areas of Expertise: Leadership Development, Executive Coaching, Team Coaching, Team Dynamics, Organizational Coaching, Effective Communication, Engagement and Motivation, Relationship Management, Conflict Management, Strategic Facilitation.

Heather Ramsey, MA, CPCC

Heather Ramsey is dedicated to helping individuals and teams define and fulfill their leadership development. Her clients move forward fueled, not only by their vision, but also with the emotional intelligence to effectively navigate complex situations. Her
education and experience is a complimentary mix of business, counseling and education. She is a Certified Professional Coach through the International Coach Federation with a B.S. in Business Management from Northeastern University and a Masters in Mental Health Counseling from Argosy University.

Currently located in Rome, Italy, Heather has cultivated and worked with executives all over the world. Some of her consulting and coaching clients have included Nike, SNHU, WEX, Skanska and Microsoft as well law firms, financial institutions, international manufacturing, engineering, nonprofits, healthcare, software, retail and small businesses.


Debra LeClair, Psy.D

With a strong background in behavior change, leadership development, stress management and brain science, Dr. Debra LeClair utilizes a multidimensional approach in working with clients to move through obstacles in meeting career and personal aspirations. She also consults and trains in corporations, non-profit agencies and public schools to implement positive cultural change, improve interpersonal communication and enhance talent retention and management.

Debra holds Master’s degrees in both Clinical and Applied Psychology and earned her Doctorate in Applied Psychology from Rutgers University. She is a Certified Life Coach and Peoplemap Trainer™ as well as a trained executive coach. Through cultivating her own practice across traditions and completing trainings through the medical schools at both UMASS and Harvard as well as Beth Israel Deaconess Medical Center, Debra has been teaching tailored mindfulness programs that address presence based leadership and employee well-being.

Based on her commitment to human potential, Debra co-founded Full Spectrum Wellness LLC, a holistic health and learning center that has thrived since opening in 2002. She has served on the board of directors for the Women’s Business Center and the business committee for the Manchester Young Professionals Network. In 2007, the U.S. Small Business Administration (SBA) awarded Debra the NH Women in Business Champion of the Year.

Areas of Expertise: Executive Coaching, Mindfulness Based Leadership Development, Employee Wellness, Team Building, Effective Communication, Employee Engagement, Public Speaking, Career Growth, Creativity Flow Strategy.

Sandy Demarest, BA, CCMC

Sandy Demarest is an experienced career coach who helps clients apply unique talents, skills and passion to fuel their motivation at work and fulfill their professional goals.
She also helps accomplished professionals nearing retirement to find purpose, meaning and daily fulfillment as they transition out of full-time positions. She notes, “We spend over 50% of our waking life at work. Devoting that amount of time to a career that brings you challenge, growth and fulfillment is critical to your life happiness quotient.” Sandy enjoys speaking at businesses and industry events on such topics as skill development, personal branding, career management/development, succession planning and retirement options.

Sandy holds a BA in Social Work and Psychology as well as several professional credentials including Certified Career Management Coach, Job Search Strategist and Certified Retirement Options Coach. She is certified in The Emotional Quotient Inventory, EQI-2.0® and Skillscan™. She is an active member of the National Career Development Association keeping her focus on the business and industry sector. Sandy enjoys helping Sojourn clients build confidence through authentic storytelling that highlights their accomplishments. One of her trademarks is revealing the priceless value inside every individual and helping them harness their unique talents toward career fulfillment and organizational success.

Areas of Expertise: Career strategies, career coaching, skills gap analysis, professional development, career growth, workforce development, employee motivation, human resource consulting and retirement options coaching.
December 27, 2018
Memo #19-101

TO:     MAYOR DONCHESS
        FINANCE COMMITTEE

SUBJECT: CONTRACT FOR CROWN HILL POOL REHABILITATION (VALUE: $125,000)
        DEPARTMENT: 177 PARKS & RECREATION; FUND: GRANT AND GENERAL
        ACCOUNT

Please see the attached communication from Nicholas Caggiano, Superintendent of Parks and
Recreation Department, dated December 20, 2018 for information related to this purchase.

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 Superintendent of Parks and Recreation Department, Board of Public Works (December 20, 2018
meeting) and the Purchasing Department recommend the award of this contract in an amount of
$125,000 to Gunite Finish Supply of Hudson, NH.

Respectfully,

[Signature]

Dan Kooker
Purchasing Manager

Cc:    N Caggiano  L Fauteux
City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: December 20, 2018

From: Nicholas Caggiano - Superintendent
Parks and Recreation Department

Re: Crown Hill Pool Resurfacing

A. Motion: To approve the purchase of pool resurfacing and upgrades from Gunite Finish Supply of Hudson, NH in the amount not to exceed $125,000. Funding for this purchase will be from Department: 184 Urban Programs FY20, CDBG and Department: 177 Parks and Recreation; Funds Grant and General Account Category: 54 Property Services.

Attachments: Bid analysis.

Discussion: The resurfacing of the Crown Hill Pool was put out to bid and five firms responded. The low bidder, Gunite Finish Supply of Hudson, NH, was selected and has been resurfacing and repairing pools for over 30 years. References were called and verified. The Superintendent recommends awarding the contract to Gunite Finish Supply of Hudson, NH. The work will be started as soon as the weather allows and has a completion date of May, 30 2019.

<table>
<thead>
<tr>
<th>Bid Item Description</th>
<th>Triad Associates</th>
<th>All State Technology</th>
<th>Gunite Finish Supply</th>
<th>Quality Design Pools</th>
<th>Stone Edge Design</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Haverhill MA</td>
<td>Oak Ridge, NJ</td>
<td>Hudson, NH</td>
<td>Amherst, NH</td>
<td>Pepperell, MA</td>
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<tr>
<td>Task 1 Resurface Pool</td>
<td>134,397</td>
<td>127,000</td>
<td>74,800</td>
<td>102,750</td>
<td>112,000</td>
</tr>
<tr>
<td>Task 2 Reline Pool</td>
<td>22,725</td>
<td>17,820</td>
<td>11,200</td>
<td>15,000</td>
<td>15,000</td>
</tr>
<tr>
<td>Task 3 Stair Repairs</td>
<td>8,500</td>
<td>3,000</td>
<td>3,200</td>
<td>6,850</td>
<td>2,000</td>
</tr>
<tr>
<td>Task 4 Remove and Replace Concrete</td>
<td>42,300</td>
<td>25,000</td>
<td>42,000</td>
<td>46,250</td>
<td>72,000</td>
</tr>
<tr>
<td>Water Feature deck</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Task 5 Supply and Install Pool Cover</td>
<td>17,000</td>
<td>25,000</td>
<td>10,200</td>
<td>18,800</td>
<td>15,160</td>
</tr>
<tr>
<td>Task 6 Start Up Chemicals and Monitor</td>
<td>6,500</td>
<td>10,000</td>
<td>16,800</td>
<td>4,750</td>
<td>6,900</td>
</tr>
<tr>
<td>Total</td>
<td><strong>231,412</strong></td>
<td><strong>207,820</strong></td>
<td><strong>158,200</strong></td>
<td><strong>195,200</strong></td>
<td><strong>172,860</strong></td>
</tr>
</tbody>
</table>
To; City of Nashua  
From; Gunite Finish Supply  
Reference; Pool Bid for  
Crown Hill Pool  IFB0643-112818

The following is my Bid and Quote for the Pool Located at 27 Burke St Nashua NH  
Please See notes on Line items and information submitted. 

Gnite Finish Supply, has been Installing and repairing gunite pools for over 30 Years. 

Notes on Line items in Bid Tasks to be completed, and information you should be aware of in reference to pool plaster.

1; Resurfacing, Bond Coat is Critical to a Pool plaster warranty and needs to be completed with temperatures right for proper bonding to substrate. (see lit. on bond coat 2000)  
Pool Plaster Requires Filtration of water with Pump on, for there is a need to balance water two, three times weekly. Just stirring the water NOT recommended. There is a need to BRUSH plaster daily and Vacuum as needed during the Plaster Curing Stage, along with back washing Plaster Dust. 
Also Plaster Cures best under water, meaning the faster it gets filled with water the better the finish. 
Pool Plaster has a Shrinkage issue, so the faster the water gets in the less crazing, or spider webbing. (small lines that will go away once Plaster is Hydrated) 
Contractor GUNITE FINISH SUPPLY will have pool plastered By May 30 2019 
And Line Item 6 Includes WATER and first balancing of pool water and two weeks Brushing. 
4; Line 6 and 7 is a tile issue and is included in quote I submit and is the cost in Item  
2, Retiling. 

Lee Makara 
Gnite Finish Supply  
3 Holly Lane 
Hudson NH 03051
We hereby propose to furnish the materials and perform the labor necessary for the completion of Gunite Pool Repair.

1. Remove all coping and tile.
2. Remove old Deck-Seal. Install new Deck-Seal around perimeter of Coping and Deck edging.
   - DECK-SEAL COLOR: □ WHITE □ GRAY
3. Remove all bad Gunite, repair bond beam and Tile line to solid structure of pool wall.
   - MULTI-COAT □ WATER CUT
5. Re-plaster Pool interior with standard MARBLE BASED POOL PLASTER with additive. Pearl Brite.
6. Replaster Pool interior using DIAMOND BRITE POOL PLASTER.
   - NOTE: SEE DIAMOND BRITE CONTRACT Color.
7. Install all NEW, □ COPING □ TILE □ Coping to be Maintenance Free Poured Cap □ OTHER COPING □ TILE SELECTION

Other work to be completed:
1. Balance pool water.
2. Install 4 race lanes with targets.
3. Repair steps as needed.

All material is guaranteed to be as specified, and the above work to be performed and completed in a workmanlike manner.

Total cost: $116,200

Payments as follows:
NOTE: ITEM 4 NOT IN TOTAL. SEE NOTE on (4).

Respectfully submitted, GUNITE FINISH SUPPLY

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature

Date

Signature
1. Resurfacing of pool (75' x 82" 4,569 sq. ft. 2' to 12' depth)
   - Drain Pool.
   - Water blast off interior of pool with 40,000 psi pressure washer.
   - Remove debris.
   - Apply multicoated Scratch Kote 2000 or equal to the water blasted surface to insure proper bonding.
   - Apply 2 coats of White Marbleite Pool Plaster to the prepared surface.
   Cost for task 1 $74,800.00

2. Retiling of pool (4 racing lanes / 8 targets / break line / stair trim)
   - Install (8) - 18"x 18" black tiled wall targets at the original locations.
   - Install (4) - 72" x 12" black tiled racing lanes with "T" ends at the original locations.
   - Install 4" wide black non-skid tile trim outlining the break line at the original location.
   - Install 4" wide black non-skid tile trim outlining the top of the 4 steps per code.
   - Install white non-skid tile on the face and the top of the first step leading into the pool.
   - Install (18) - vinyl depth markers on the face of the aluminum gutter per plan per code.
   - Install (18) - vinyl no dive symbols on the face of the aluminum gutter per plan per code
   Cost for task 2 $11,200.00

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature ____________________________

Date ____________________________

Signature ____________________________
3. Repair or replace pool entry stairs as needed.
   - Repair or replace steps.
   Cost for task 3 $3,200.00 - Repair

4. Removal and replacement of the concrete water feature deck.
   1. Professionally saw cut, jack hammer, and remove the water feature deck and removal all debris from job site. The debris can be brought to the City land fill at no cost.
   2. Pricing should be based on the existing concrete thickness not to exceed 5 ".
   3. Form up new concrete pool patio at original size and shape for 4" thickness.
   4. Grade and compact new deck area with processed gravel to insure 4" thickness.
   5. Supply and install 6 x 6 #6 steel meshes throughout the new concrete water feature deck area.
   6. Install (18) non-skid tile depth markers into the concrete deck same as vinyl markers.
   7. Install (18) non-skid tile no dive symbols into the concrete deck same as vinyl markers.
   8. Install "Water Feature" provided by the City onto the new deck area per plan.
   9. Remove and install the Main Return Valve from the gutter located under the concrete slab.
   Cost for task 4 $42,000

5. Supply and install commercial grade Loop – Loc pool cover.
   - Provide 3’ x 3’ spacing of strapping throughout cover.
   - Provide heavy duty stainless steel springs at each end of the strap (approx. 120).
   - Brass anchors professionally installed into the concrete deck (approx. 120).
   - Padding to be incorporated under the pool cover as necessary for the inside cover of the pool.
   - Cover is required to overlap the pool deck by 18" over the entire pool deck.
   - Loop-Loc standard ‘spring green’ colored super dense-mesh is required for the cover.
   Cost for task 5 $10,200 - Installed

6. Winter chemicals and monitoring (168,000 gallon capacity).
   Spring 2009 -
   - Supply and install professional amount of winterizing chemicals to the pool water.
   - Monitor pool water and install chemicals as needed during winter.
   - Stir pool water with submersible pumps when adding chemicals during the winter.
   - Brush pool 2 weeks after start up.
   Cost for task 6 $16,800 - See Notes on this item.

CROWN HILL POOL TOTAL BID $116,200.00
STATEMENT OF WARRANTY

Please describe your warranty for bid items and attach any relative warranty information.

1. **Plaster:** 5 year warranty against any delamination of plaster.
   Warranty covers area of damage, only.

2. **Tile:** Five year warranty against any pop off.
2018 CROWN HILL POOL REHABILITATION
IFB0643-112818

WORK REFERENCES

Provide at least three (3) references:

1. COMPANY NAME: JAMAN Hotel MANAGEMENT
   ADDRESS: Lexign Ton MA
   CITY, STATE: MAINE POOL PROJECTS TILES COPING PLASTERING
   TELEPHONE: 781-856-1212
   RESPONSIBLE COMPANY AGENT NAME: HANAN 781-856-1212
      Mr. Patel 781-962-0563

2. COMPANY NAME: Hudson Quarry
   ADDRESS: Relco LA
   CITY, STATE: Hudson NH
   TELEPHONE: 603-882-5700
   RESPONSIBLE COMPANY AGENT NAME: Tim OR Mike

3. COMPANY NAME: LANDMARK INN
   ADDRESS: Concord NH
   CITY, STATE:
   TELEPHONE: 802-738-9987
   RESPONSIBLE COMPANY AGENT NAME: Mike
November 20, 2018

IFB0643-112818

Crown Hill Pool Rehabilitation

ADDENDUM #1

Information included in this document becomes a part of the original IFB.

If you are submitting a paper bid, please sign below to indicate receipt of this additional information and include this page with your bid submittal. If you are submitting a bid via Bid Express please be sure to acknowledge the addendum on the website before submitting your bid.

ADDENDUM 1 is being issued to respond to submitted questions.

All other aspects of the original document remain the same.

Failure to acknowledge the addendum will result in the bid submittal being disqualified.

Sincerely,

Dan Greenberg
City of Nashua - Purchasing Agent II
greenbergd@nashuanh.gov

Addendum #1 received and incorporated into bid submittal for IFB0643-112818. Please sign and include this addendum in your bid package.

[Signature]

(Date)

GUNITE FINISH SUPPLY
Coping • Tile • Plaster
3 Holly Lane
Hudson, NH 03051
1 (800)-947-7887
<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>PRICE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1. Remove concrete slab (trimable areas)
2. Grade properly - Irrigation 6 x 6' - 1" jet
3. Fill soil new upright feature - 2 - V - Intake
4. Replant new concrete slab
5. Re-slab after feature
6. Call or ask for details

Note: All items on this invoice are subject to sales tax of 6%.

City: Annapolis, MD

[Signature]
<table>
<thead>
<tr>
<th>Task 1: Pool Resurfacing</th>
<th>Horsehill, MA</th>
<th>Amherst, NH</th>
<th>Hopkinton, MA</th>
<th>Oak Ridge, NJ</th>
<th>Stony Edge Basin</th>
</tr>
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<tr>
<td>Total</td>
<td>$517,200</td>
<td>$38,500</td>
<td>$15,000</td>
<td>$11,200</td>
<td>$7,800</td>
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<tr>
<td>Task 2: New Pool Deck</td>
<td>$127,200</td>
<td>$3,725</td>
<td>$2,725</td>
<td>$1,344.97</td>
<td></td>
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<tr>
<td>Task 3: Steel Repairs</td>
<td>$3,800</td>
<td>$4,000</td>
<td>$4,000</td>
<td>$4,000</td>
<td></td>
</tr>
<tr>
<td>Task 4: Remove and Replace Concrete Water</td>
<td>$6,500</td>
<td>$4,750</td>
<td>$4,200</td>
<td>$4,200</td>
<td>$4,200</td>
</tr>
<tr>
<td>Task 5: Supply and Install Pool Cover</td>
<td>$11,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
<td>$5,000</td>
</tr>
<tr>
<td>Task 6: Start Up Chemicals and Monitoring</td>
<td>$6,500</td>
<td>$4,750</td>
<td>$4,200</td>
<td>$4,200</td>
<td>$4,200</td>
</tr>
</tbody>
</table>

Adjusted Total: $7,800

Less Task 4: $4,200

Total: $517,200
December 27, 2018
Memo #19-102

TO: MAYOR DONCHESS
   FINANCE COMMITTEE

SUBJECT: CONTRACT FOR PRIMARY TANK UPGRADE PROJECT – CONSTRUCTION PHASE ENGINEERING SERVICES (VALUE: NOT-TO-EXCEED $375,300)
   DEPARTMENT: 169 WASTEWATER; FUND: SRF LOAN

Please see the attached communication from David L. Boucher, Superintendent Wastewater Department dated December 20, 2018 for the information related to this contract.

§ 5-83. Professional services. In the purchase of accounting, architectural, auditing, engineering, legal, medical and ambulance services and purchases of independent professional consultant services for personnel, data processing, actuarial, planning, management and other comparable purchases competitive bidding shall not be required. Competitive bidding is required in the procurement of insurance agents and consultants.

The Superintendent Wastewater Department, the Board of Public Works (December 20, 2018 meeting) and the Purchasing Department recommend the award of this contract in an amount not to exceed $375,300 to Wright-Pierce of Topsham, ME.

Respectfully,

[Signature]
Dan Kooker
Purchasing Manager

Cc: D Boucher L Fautuex
City of Nashua, Public Works Division

To: Board of Public Works  
Meeting Date: December 20, 2018

From: David L. Boucher, Superintendent  
Wastewater Department

Re: Primary Tank Upgrade – Construction Phase Services

E. Motion: To approve the contract with Wright Pierce of Topsham, ME in an amount not to exceed $375,300 for construction administration services for the Primary Tank Upgrade Project. Funding will be through: Department: 169- Wastewater; Fund: SRF Loan; Activity: Primary Tank Upgrade.

Attachments: Wright Pierce Engineering Contract

Discussion: The Nashua Wastewater Treatment Facility has been undergoing an upgrade of its primary tanks, with Wright Pierce as the design engineer, awarded in February of 2017. The project design was completed and the construction went out to bid in October and 4 bids were received on November 29, 2018. The construction portion of this project is being recommended for award in Wastewater Motion F, and construction phase services from Wright Pierce are needed.

Construction is estimated to last 15 months and Wright Pierce’s services include residential engineering and construction administration. Their cost proposal, at approximately 10% of the $3,629,340 construction costs, is reasonable at $375,300.
ENGINEERING CONSTRUCTION PHASE
CONTRACT FOR PROFESSIONAL SERVICES
FOR
TREATMENT WORKS

CITY OF NASHUA, NEW HAMPSHIRE

This AGREEMENT made and entered into at HILLSBOROUGH County, New Hampshire, this __________ day of __________ 2018, by and between City/Town of NASHUA, NEW HAMPSHIRE Hereinafter called the OWNER, and WRIGHT-PIERCE hereinafter called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to construct Treatment Works in accordance with the contract drawings and bidding documents for the "Primary Tank Upgrade" Hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services will be required for construction administration, resident engineering and related services, and

WHEREAS, such services are of a distinct professional nature and hence not subject to the bidding process,

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the OWNER hereby employs the ENGINEER to furnish the following engineering services in connection with the proposed PROJECT; and it is agreed by and between the OWNER and the ENGINEER as follows:

Construction Phase Engineering

08/20/07
I. Services to be Performed by the ENGINEER

A. Upon execution of this AGREEMENT, the ENGINEER shall proceed with the general administration of construction and (full or part-time) inspection by qualified personnel of the contractor's work to assure compliance with the contract documents and any coincident or subsequent changes or change orders for the construction of the treatment works for the (Town/City) of Nashua, New Hampshire Primary Tank Upgrade.

Said services shall include, but shall not necessarily be limited to:

1. General Construction Administration

   a. Updating and modifications of contract documents to meet changed site and project conditions or variations in State or Federal requirements.

   b. Assistance in securing construction bids, conduct bid opening, tabulation and analysis of bids, and recommendation regarding award of contract. A copy of the bid analysis will be furnished to the Department of Environmental Services, Water Division, hereinafter called the DIVISION, and EPA. (Where applicable)

   c. Completion of formal contract documents for the award of contracts.

   d. Checking detail construction, shop and erection drawings submitted by the contractor.

   e. Reviewing laboratory, shop, and mill test reports of materials and equipment.

   f. Preparation of drawings and technical material as required supplementing and/or clarifying the contract documents.

   g. Review, verification, and approval of estimates for periodic and final payments to the contractors for submittal to the OWNER and the DIVISION.

   h. Periodic inspection of work and final inspection.

   i. Observing and reporting performance and qualifying tests required by specifications.

   j. Keeping daily records of construction progress and compiling same into progress reports for submission to the OWNER and DIVISION.

   k. Verifying and keeping records of construction items of work accomplished for use as a basis of checking contractors' monthly estimates.

   l. Consultation and advice during construction.

   m. Determination of need for and preparation of change orders for approval by the OWNER and DIVISION based on conditions found during construction and/or additions or modifications to the work requested by the OWNER and approved by the ENGINEER and the DIVISION and implemented at a price recommended by the ENGINEER as equitable. For change order items exceeding $10,000, the ENGINEER shall prepare an independent cost estimate.

   n. Determination of "equality" for substitution of materials and equipment specified and securing DIVISION approval thereof.

   o. Provide and maintain construction control lines and grades. For sewers—offset lines and grade elevations, with cut depths at manholes; at treatment plant and pumping station sites—base lines for layout and benchmarks.

   p. Preparation of application; supporting and associated documents for Federal, State, and other grant or loan programs, including monthly reimbursement requests. See Exhibit A — Federal and State Reporting Requirements.

   q. Preparation of certificate of substantial completion and contract completion.

   r. Assist the OWNER in obtaining the required project related approvals of State and Federal agencies.
2. Resident Inspection and Other Special Services

   a. The ENGINEER agrees to provide at least one Registered Professional Civil Engineer Resident Project Representative (RPR) on the project site and one or more inspectors as necessary (full- or part-time) to assist the ENGINEER in the work of General Administration as described under I(A) and in observing construction activity for compliance with the contract documents and any associated change orders. The DIVISION shall be notified in writing of the name of the RPR Resident Engineer, assistant inspectors, and construction inspectors, and shall be provided with a brief history of the RPR's Resident Engineer's construction experience. The RPR Resident Engineer and his inspectors shall be in the employ of and under direct control of the ENGINEER. It is further agreed that failure of the RPR Resident Engineer to administer the PROJECT to the satisfaction of the DIVISION or OWNER is deemed to be sufficient basis for his removal from the PROJECT and replacement.

   b. The ENGINEER agrees to provide supervision of initial start-up and operation and for services during the twelve-month warranty period and to prepare the Project Performance Certification and associated documentation.

   c. Preparation of an Operation and Maintenance Manual for approval by the DIVISION. After DIVISION approval, the ENGINEER agrees to supply five (5) sets of the completed manual, one (1) of which will be for the DIVISION.

   d. Preparation of record drawings of the work as constructed. Three (3) sets of prints to be furnished, one (1) of which shall be for the DIVISION.

   e. Special Services: ENGINEER shall provide through a sub-contractor the necessary soil and concrete materials testing during construction.

II. The OWNER'S Responsibilities

   A. Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.

   B. Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and industrial establishments as required to perform work under this AGREEMENT.

   C. The OWNER also agrees to comply with DIVISION and Federal (Where applicable) requirements as they relate to this project.

III. Compensation to be Paid the ENGINEER

   A. Method of Payment Amount of Fee

      1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:

         Statements will be rendered (with modifications if necessary) monthly with billing by the hour and actual direct labor rates times a net multiplier of 2.9477 (Indirect Rate of 167.97% with mark-up of 10%) rate by labor category with mark-up and incidental expenses in accordance with the attached fee schedule.

   2. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed Three-hundred-seventy-five thousand dollars ($375,300.00)

   B. Limits of All Payment

      1. The ENGINEER further agrees that the following fee for his services under I (A)(1), for Construction Administration on this PROJECT, (exclusive of work performed by resident engineering staff) is adequate to complete the work and shall not exceed One-hundred-ninety-nine thousand, one hundred dollars ($199,100.00)
2. Payment to the ENGINEER for resident engineering and other special services shall be as follows:

a. Resident engineering and support staff (as agreed to by the OWNER and DIVISION) as described under I (A)(2)(a) for a period of 130 working days, an amount not to exceed

   **One-hundred-two thousand** Dollars
   (**$102,000.00**)  

Overtime shall be converted to equivalent fractions of 8-hour days. If the number of working days for inspection personnel stated above is not sufficient to provide adequate inspection of the PROJECT, it is agreed that the additional cost of resident services may be negotiated with the OWNER and the DIVISION.

b. For supervision of initial start-up and operation of the project and Project Performance Certification as described under I (A)(2)(b), during a period of twelve (12) months, an amount not to exceed

   **Thirty-eight thousand, seven hundred** Dollars
   (**$38,700.00**)  

c. For preparation of the Manual as described under I (A)(2)(c) and instructions on its use, an amount not to exceed

   **Fourteen thousand, four hundred** Dollars
   (**$14,400.00**)  

d. For special services, as described under I (A)(2)(e) an amount equal to the actual cost of such work. The actual cost shall include compensation to the ENGINEER for his work on these services. The ENGINEER also assures the OWNER that the money to be paid under this item are adequate for the work proposed and shall not exceed

   **Ten thousand** Dollars
   (**$10,000.00**)  

e. For preparation of the Record Drawings as described under I (A)(2)(d), an amount not to exceed

   **Eleven thousand, one hundred** Dollars
   (**$11,100.00**)  

IV. Additional Covenants

A. The ENGINEER agrees to provide in active charge of this PROJECT for the life of the contract a Project Engineer who is a permanent employee of the ENGINEER and who a "qualified project engineer" is as defined under the DIVISION'S "Rules and Regulations for the Prequalification of Consulting Engineers." The Project Engineer shall be

   **Jeffrey P. Pinnette, PE, Wright-Pierce**  
   (name and address)  
   11 Bowdoin Mill, Suite 140, Topsham, ME 04086

   * Resume clearly describing the candidate's qualifications for the assignment is appended for convenience of reference.

   Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the DIVISION before transfer of responsibility is made. Failure of the Project Engineer to administer the PROJECT to the satisfaction of the OWNER and/or DIVISION is deemed sufficient basis for his removal and replacement.

B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in his work, and to indemnify and save harmless the OWNER, and all the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by him in the performance of the work covered by this AGREEMENT.

C. The ENGINEER further agrees to procure and maintain at his expense such workmen's compensation insurance as is required by the statutes and public liability insurance in amounts adequate to provide reasonable protection from claims for bodily injury, death or property damage which may arise from his performance and the performance of his employees under this AGREEMENT.

D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER; they shall be transmitted to the OWNER in clean condition.
and orderly condition on demand by the OWNER; however, these may be left in the possession of the ENGINEER at the OWNER's discretion.

E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER's services or obligations (except special services) under this AGREEMENT without the prior approval and written consent of the OWNER, and the contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.

F. It is further agreed that before any construction is undertaken the ENGINEER will assist the OWNER or his authorized agent in providing the DIVISION with clear documentation certifying that the purchases of land have been secured to provide for location of the treatment works and other associated structures and equipment as shown on the construction plans or described in the specifications. Similar documentation shall be submitted on approvals from the State Highway Department regarding location of the treatment works and other project related facilities within rights-of-way and other lands under its jurisdiction.

G. The ENGINEER also agrees to provide in active residence and full or part time control at the site of the proposed construction a DIVISION approved RPR registered civil engineer and DIVISION approved inspectors (full time or part time) as needed with the experience and other approved background to assist the ENGINEER in the work of General Administration and to assure contractor's conformance with the plans and specifications and any approved coincident or subsequent changes or change orders related to the PROJECT. The Resident registered Engineer for the life of this contract shall be TBD

(A Name and Address)
(Append resume describing Candidate's qualifications)

Any Proposed change in the identity of the resident engineer on this PROJECT must first be approved by the DIVISION before transfer of responsibility is made. Additionally, if it is found by the DIVISION that a resident engineer (or inspector) cannot or will not administer the PROJECT in a manner satisfactory to the DIVISION, the ENGINEER agrees to replace him promptly upon receipt of a written request from the DIVISION with a qualified resident engineer who will acceptably administer the PROJECT. It is further agreed that failure of the ENGINEER to abide by the above covenant is sufficient cause for removal from the DIVISION'S Roster of Prequalified Engineers.

V. Termination

A. The OWNER shall have the right at any time for any reason whatsoever to interrupt or terminate the work required of the ENGINEER under this AGREEMENT, with a seven (7) day written notice of such intervention or termination transmitted to the ENGINEER by the OWNER. In the event of termination of this AGREEMENT, without fault on the part of the ENGINEER, the ENGINEER shall be entitled to compensation as determined by the DIVISION for all work performed to the satisfaction of the DIVISION and the OWNER, and pursuant to this AGREEMENT. In order that the ENGINEER shall receive payment under termination notice, all plans, drawings, takeoff, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data prepared in connection with the PROJECT shall be transmitted to the OWNER in a form acceptable to the OWNER and DIVISION.

V. OWNER'S Terms and Conditions

Exhibit B - City of Nashua Professional Services General Terms and Conditions is hereby incorporated by reference as if fully set forth herein.

Construction Phase Engineering

08/20/07
ENGINEERING CONSTRUCTION PHASE CONTRACT
For Professional Services for Treatment Works

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at HILLSBOROUGH County, New Hampshire, the day, month, and year first above written.

ENGINEER:
WRIGHT-PIERCE
By: __________________________
   (Authorized Representative*)
Date: ________________________

OWNER:
CITY OF NASHUA
By: __________________________
   (Authorized Representative)
Date: ________________________

APPROVED: **
DEPARTMENT OF ENVIRONMENTAL SERVICES
Water Division
By: __________________________
   (Authorized Representative)
Date: ________________________

* Signatures should be supported by appropriate document.
** It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION'S approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.
CERTIFICATE OF VOTE

I, Walter J. Flanagan III, hereby certify that I am the duly elected Clerk of Wright-Pierce.

I certify that the following is a true copy of a vote taken at a meeting of the board of directors of the corporation, duly called and held on April 11, 2018, at which a quorum of the board was present and voting.

VOTED:

That any one or all of the following officers of Wright-Pierce, on behalf of the corporation, are authorized to execute all Wright-Pierce contracts, both service agreements and general contractual obligations:

John W. Braccio, President
Paul F. Birkel, Vice President
Richard N. Davee, Vice President
Jonathan C. Edgerton, Vice President
Walter J. Flanagan III, Vice President
Michael D. Giggey, Vice President
Jeffrey P. Musich, Vice President
John R. Nelson, Vice President
Christopher N. Pierce, Vice President
Steven C. Hallowell, Vice President

I hereby certify that said vote has not been amended or repealed and remains in full force and effect.

Attest:

Walter J. Flanagan III, Clerk

Date: 10/12/2018
EXHIBIT: FEE SCHEDULE

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER THE STATE
REVOLVING FUND PROGRAM

1. APPLICANT -
City of Nashua
2. GRANT/LOAN NO.
GWSRF

3. NAME OF CONTRACTOR OR SUBCONTRACTOR -
Wright-Pierce

4. DATE OF PROPOSAL
12/20/2008

5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (include ZIP)
230 Commercial Way, Suite 302, Portsmouth, NH 03801

Nashua WWTF - Primary Tank Upgrade -
Construction Administration, Resident Services, O&M Manual, Record Drawings,
and Start-up Services

<table>
<thead>
<tr>
<th>PART II - COST SUMMARY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td>7. DIRECT LABOR (Specify labor categories)</td>
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<tr>
<td>Principal-in-Charge</td>
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<tr>
<td>Project Manager</td>
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<tr>
<td>Technical Advisor</td>
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<td>Sr. Project Engineer</td>
</tr>
<tr>
<td>Project Engineer</td>
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<tr>
<td>Sr. Project Engineer - Civil</td>
</tr>
<tr>
<td>Sr. Project Architect</td>
</tr>
<tr>
<td>Sr. Project Engineer - Structural</td>
</tr>
<tr>
<td>Project Engineer - Mechanical</td>
</tr>
<tr>
<td>Sr. Project Engineer - Instrument.</td>
</tr>
<tr>
<td>Sr. Project Engineer - Electrical</td>
</tr>
<tr>
<td>CADD Operator</td>
</tr>
<tr>
<td>Admin. Assistant</td>
</tr>
<tr>
<td>Resident Project Representative</td>
</tr>
</tbody>
</table>

DIRECT LABOR TOTAL: $117,665

8. INDIRECT COSTS (Specify indirect cost pools)
   RATE \( \times \) BASE = ESTIMATED COST

   \[ 167.97\% \times 117,665.33 = 197,642.46 \]

INDIRECT COSTS TOTAL: $197,642

9. OTHER DIRECT COSTS
   a. TRAVEL
      (1) TRANSPORTATION
      \( 1 \times $5,212.99 = $5,212.99 \)
      (2) Resident Services - Transportation allowance
      \( 1 \times $10,441.44 = $10,441.44 \)

   b. EQUIPMENT, MATERIALS, SUPPLIES
      (Specify categories)
      \[
      \begin{array}{c|c|c}
      \text{QTY} & \text{COST} & \text{ESTIMATED COST} \\
      \hline
      1 & $2,806.99 & $2,806.99 \\
      \end{array}
      \]

   EQUIPMENT SUBTOTAL: $2,806.99

c. SUBCONTRACTS
      Material Testing - SW Cuts
      Resident Services

   \[
   \begin{array}{c|c|c}
   \text{SUBCONTRACTS SUBTOTAL} & \text{COST} & \text{ESTIMATED COST} \\
   \hline
   & $10,000.00 & $10,000.00 \\
   \end{array}
   \]

d. OTHER (Specify categories)
   Resident Project Representative

   \[
   \begin{array}{c|c|c}
   \text{OTHER SUBTOTAL} & \text{COST} & \text{ESTIMATED COST} \\
   \hline
   & $0.00 & $0.00 \\
   \end{array}
   \]

e. OTHER DIRECT COSTS TOTAL: $28,461

10. TOTAL ESTIMATED COST $343,769
11. PROFIT $31,531
12. TOTAL PRICE $375,300.00
### PART III - PRICE SUMMARY

13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES (Indicate basis for price comparison)

<table>
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<th>PROPOSED PRICE</th>
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</table>

### PART IV - DIRECT LABOR BY CATEGORY

14. INSERT THE APPROPRIATE WORK CATEGORY IN THE TABLE BELOW. WORK CATEGORIES WOULD INCLUDE BUT NOT BE LIMITED TO THOSE CATEGORIES SHOWN IN THE CONTRACT DOCUMENTS SUCH AS DESIGN, SURVEY, SUBSURFACE, CADAstral, O&M MANUAL, ADMINISTRATION, INSPECTION, RECORD DWGS., START-UP, SPECIAL SERVICES, ETC.

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<th>Work category</th>
<th>Task</th>
<th>Bidding</th>
<th>Contract Admin</th>
<th>Resident Services</th>
<th>Start-Up Services</th>
<th>O&amp;M Manual</th>
<th>Record Drawings</th>
<th>Estimates Hours</th>
<th>Average Rate</th>
<th>Estimated Cost</th>
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**Total - Direct Labor Cost**: $117,065.33

**comments:**
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Direct Labor $98,450
Indirect Labor $168,499
Klin-Labor $8,520
Subcontractor $10,000
Sub-Trade $50
Fiscal Year $823,257
Total Fee $272,699.00
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<tr>
<th>TASK DESCRIPTIONS</th>
<th>Resident Project Representative</th>
<th>Assistant RPR</th>
<th>Admin Assistant</th>
<th>TOTAL HOURS</th>
<th>NON-LABOR</th>
<th>SUBS</th>
<th>DIRECT LABOR COST</th>
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<td>1109</td>
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<td>$0</td>
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**TASK 2B**
- Direct Labor: $31,061.33
- Indirect Labor: $52,173.72
- Non-Labor: $10,441.44
- Subcontractor: $0.00
- Sub mark-up: $0.00
- Fixed fee: $6,324
- Total Fee: $102,000.00
Exhibit A

FEDERAL and STATE
REPORTING REQUIREMENTS

Preparation of application, supporting and associated documents for Federal, State, and other grant or loan programs, including monthly reimbursement requests. Federal and State requirements to be handled by the ENGINEER include:

- Davis Bacon Weekly Contractor Log, which is a record of which contractors and subcontractors are on site each week;

- Receipt and review of Certified Payrolls;

- Davis Bacon Interviews;

- Collection of MBE/WBE information from the CONTRACTOR for OWNER’S’s annual reporting to DES of MBE/WBE Utilization;

- Monitoring the AIS De Minimis Waiver list on behalf of the OWNER;

- Participation in DES on-site Davis Bacon and AIS reviews;

- Collection of AIS manufacturer certifications, for all submittals that include American Iron and Steel items;

- Collection monthly of Davis Bacon and American Iron and Steel Certifications and collecting de minimis list form and backup documentation (invoices) for OWNER’S project records, from the CONTRACTOR, for attachment to CONTRACTOR’s monthly payment application effort;

- Preparation of application, supporting and associated documents for State-grant or loan programs, including monthly disbursement reimbursement requests;

- For CWSRF funded projects, development and implementation of a fiscal sustainability plan that includes the requirements below:

  I. an inventory of critical assets that are a part of the treatment works;

  II. an evaluation of the condition and performance of inventoried assets or asset groupings;

  III. a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan;

  IV. a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities.
CITY OF NASHUA
PROFESSIONAL SERVICES
GENERAL TERMS AND CONDITIONS

EXHIBIT B
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6. CITY OF NASHUA COOPERATION GC--3
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8. TERMINATION OF CONTRACT GC--4
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21. PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS GC--10
22. FINAL ACCEPTANCE GC--10
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27. THIRD PARTY INTERESTS AND LIABILITIES GC--12
28. SURVIVAL OF RIGHTS AND OBLIGATIONS GC--12
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31. CHOICE OF LAW AND VENUE GC--12
General Terms and Conditions

1. **Definitions** Unless otherwise required by the context, "Professional Engineer", and its successors, transferees and assignees (together "Professional Engineer") includes any of the Professional Engineer's consultants, sub consultants, contractors, and subcontractors.

2. **Professional Engineer Status** The parties agree that Professional Engineer shall have the status of and shall perform all work under this contract as a Professional Engineer, 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 Professional Engineer, and nothing in this contract shall create any contractual relationship between the City of Nashua and Professional Engineer's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Professional Engineer 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 Professional Engineer 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** Professional Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Professional Engineer 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 Professional Engineer 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, Professional Engineer 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 Professional Engineer'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 Professional Engineer shall not in any way relieve Professional Engineer 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 Professional Engineer'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 Professional Engineer shall be and remain liable in accordance with the terms of the contract and applicable law.

Professional Engineer 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 Professional Engineer to perform work under this contract. Approved key personnel shall not be taken off of the project by Professional Engineer without the prior written approval of the City of Nashua, except in the event of termination of employment. Professional Engineer 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 Professional Engineer, 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 Professional Engineer's performance under the contract. Professional Engineer 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 Professional Engineer should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Professional Engineer'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 Professional Engineer for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Professional Engineer of the change.

   When Professional Engineer seeks changes, Professional Engineer 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 Professional Engineer should proceed with any or all of the proposed change.

   Except as provided in this paragraph, Professional Engineer 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 Professional Engineer in the performance of its work under this contract and that such personnel will be available to Professional Engineer 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 Professional Engineer with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Professional Engineer also agree to attend all meetings called by the City of Nashua or Professional Engineer to discuss the work under the Contract, and that Professional Engineer 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**  Professional Engineer 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 Professional
8. TERMINATION OF CONTRACT

A. 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 Professional Engineer 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, Professional Engineer 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, Professional Engineer shall receive all amounts due and not previously paid to Professional Engineer 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.

B. TERMINATION FOR CAUSE This agreement may be terminated by the City of Nashua on 10 calendar day’s written notice to Professional Engineer in the event of a failure by Professional Engineer 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. Professional Engineer shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination and be given...
seven (7) calendar days to resolve any deficiencies or concerns of the City of Nashua. Professional Engineer may terminate the contract on 10 calendar days written notice if, through no fault of Professional Engineer, the City of Nashua fails to pay Professional Engineer 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, Professional Engineer 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, Professional Engineer shall receive all amounts due and not previously paid to Professional Engineer 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 Professional Engineer's failure. Professional Engineer 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 Professional Engineer until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Professional Engineer 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 Professional Engineer 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 Professional Engineer 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 Professional Engineer such that Professional Engineer receives total compensation in the same amount as it would have received in the event of a termination-at-will.

C. 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 Professional Engineer shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Professional Engineer 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 Professional Engineer's principals, officers, employees, agents, subcontractors,
consultants, vendors, or suppliers are expressly recognized to be within Professional Engineer'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 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 Professional Engineer Representative. At all times, Professional Engineer 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 Professional Engineer for damages because of hindrances or delays in the progress of the work from any cause, and Professional Engineer agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.

11. **INSURANCE** Professional Engineer 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 Professional Liability;
- and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, $100,000/$500,000/$100,000.

Professional Engineer 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 Professional Engineer are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Professional Engineer under this contract. The City of Nashua shall not maintain any insurance on behalf of Professional Engineer. Subcontractors are subject to the same insurance requirements as Professional Engineer and it shall be the Professional Engineer's responsibility to ensure compliance of this requirement.

Professional Engineer 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. Professional
Engineer 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, Professional Engineer 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 Professional Engineer of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Professional Engineer 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.
- Professional Engineer 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 Professional Engineer or anyone employed, directed, or supervised by Professional Engineer.

12. INDEMNIFICATION Regardless of any coverage provided by any insurance, Professional Engineer agrees to indemnify 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, reimbursement of reasonable 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 Professional Engineer or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Professional Engineer’s indemnity 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 Professional Engineer 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 Professional Engineer 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 Professional Engineer. Professional Engineer shall have no claim of any sort to the unexpended funds.

14. COMPENSATION Review by the City of Nashua of Professional Engineer'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 Professional Engineer to submit additional information. Unless the City of Nashua, in its sole discretion, decides
otherwise, the City of Nashua shall pay Professional Engineer in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.

15. **COMPLIANCE WITH APPLICABLE LAWS** Professional Engineer, 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. Professional Engineer 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, Professional Engineer agrees to the following terms. Professional Engineer 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. Professional Engineer 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, Professional Engineer's attention is directed to 41 C.F.R. § 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by reference, is incorporated into this contract, to 41 C.F.R. § 60-250 et seq and the clause entitled "Affirmative Action Obligations of Professional Engineers and Subcontractor for Disabled Veterans and Veterans of the Vietnam Era," which, by reference, is incorporated in this contract, and to 41 C.F.R. § 60-471 and the clause entitled "Affirmative Action Obligations of Professional Engineers and Subcontractors for Handicapped Workers," which, by this reference, is incorporated in this contract.

Professional Engineer 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 Professional Engineer under this contract.

In connection with the performance of work under this contract, Professional Engineer 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.

Professional Engineer 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 Professional Engineer shall constitute a material breach of the contract.

GC 8 of 12
17. **ENDORSEMENT** Professional Engineer shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Engineer or under its direction as required under the laws of the State of New Hampshire.

18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Professional Engineer 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 Professional Engineer 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. Professional Engineer shall maintain Contract Materials for six years from the completion of the Project, unless a federal or state law requires any Contract Documents to be maintained for a longer period, in which case, Professional Engineer shall main Contract Documents for the period of time the law requires.

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 Professional Engineer 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 Professional Engineer's expense, by Professional Engineer to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Professional Engineer, 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 Professional Engineer in the performance of its obligations under this contract must be retained by Professional Engineer 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 Professional Engineer shall promptly remit and deliver the materials, at Professional Engineer's expense, to the City of Nashua. Professional Engineer shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Professional Engineer's obligations under this contract without the prior written consent of the City of Nashua. Any reuse of such material by the City of Nashua for another project, without permission of the Professional Engineer, shall be at the sole risk of the City of Nashua and shall not infer any liability to the Professional Engineer.

21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Professional Engineer expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Engineer
CITY OF NASHUA
PROFESSIONAL SERVICES
GENERAL TERMS AND CONDITIONS

(including those remitted to the City of Nashua by Professional Engineer pursuant to paragraph 21), 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 Professional Engineer 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 Professional Engineer. The City of Nashua shall have the right to reproduce any such materials.

Professional Engineer 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. Professional Engineer 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 Professional Engineer infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Professional Engineer infringes any patent.

Professional Engineer 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, Professional Engineer 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 Professional Engineer in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Engineer with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Engineer 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 Board of Public Works or other designated official accepts and approves the notice of completion.

23. TAXES Professional Engineer 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. Professional Engineer 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** Professional Engineer 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. Professional Engineer 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 Professional Engineer. If any such interest comes to the attention of Professional Engineer at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Professional Engineer 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. Professional Engineer 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 Professional Engineer (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, Professional Engineer shall refund to the City of Nashua any profits realized under this contract, and Professional Engineer 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.

Professional Engineer warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Professional Engineer 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 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 or/nor 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 Professional Engineer, 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 Professional Engineer.

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 Professional Engineer. 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.
December 27, 2018
Memo #19-103

TO: MAYOR DONCHESS
    FINANCE COMMITTEE

SUBJECT: CONTRACT FOR PRIMARY TANK UPGRADE PROJECT – CONSTRUCTION
    SERVICES (VALUE: $3,629,340)
    DEPARTMENT: 169 WASTEWATER; FUND: WERF AND SRF LOAN

Please see the attached communication from David L. Boucher, Superintendent Wastewater Department
dated December 20, 2018 for the information related to this contract.

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 Superintendent Wastewater Department, the Board of Public Works (December 20, 2018 meeting)
and the Purchasing Department recommend the award of this contract in an amount of $3,629,340 to
Methuen Construction, Inc. of Plaistow, NH.

Respectfully,

[Signature]
Dan Kocken
Purchasing Manager

Cc: D Boucher L Faultuex
City of Nashua, Public Works Division

To: Board of Public Works

From: David L. Boucher, Superintendent
Wastewater Department

Re: Primary Tank Upgrade Project

F. Motion: To approve the contract with Methuen Construction of Plaistow, NH in the amount not to exceed $3,629,340 for the construction of upgrades to the primary tanks at the Wastewater Treatment Facility. Funding will be through Department: 169 Wastewater; Fund: WERF and SRF Loan; Activity: Primary Upgrade Project.

Discussion: The Nashua Wastewater Treatment Facility is undergoing an upgrade of its primary tanks. The design was completed at the end of October 2018. Plans and specs were sent to 6 contractors on October 29, 2018 and the bid opening was held on November 29, 2018. Four bids were received as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Methuen Construction, Inc.</td>
<td>$3,629,340</td>
</tr>
<tr>
<td>Waterline Industries</td>
<td>$4,247,677</td>
</tr>
<tr>
<td>TBuck Corporation</td>
<td>$4,995,290</td>
</tr>
<tr>
<td>Kinsmen Corporation</td>
<td>$5,722,000</td>
</tr>
</tbody>
</table>

Methuen Construction bid of $3,629,340 is lower than the engineer's estimate of $3.7 million. Methuen Construction is well qualified for this project and has performed well in multiple projects at the wastewater facility in the past.
To the CITY OF NASHUA, NEW HAMPSHIRE (hereinafter called "OWNER").

Proposal of Methuen Construction Company, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Massachusetts doing business as Corporation (Corporation, Partnership, Individual)

To the CITY OF NASHUA, NEW HAMPSHIRE (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of IFB 0285-112918 Primary Tank Upgrade Project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to the BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to complete the PROJECT within:

450 consecutive calendar days for substantial completion.

510 consecutive calendar days for final completion.

Liquidated damages will be in the amount of $1,000 for each calendar day of delay from the date established for substantial completion and $1,000 for each calendar day of delay from the date established for final completion, as provided in Section 18 of the General Conditions.

BIDDER acknowledges receipt of the following ADDENDUM:

One dated November 16, 2108

Two dated November 16, 2018
A-3.2

The BIDDER shall state below what works of a similar character to that of the proposed contract he has performed and provide such references as will enable the OWNER to judge his experience, skill, and business standing.

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, add separate sheets.

1. Name of Bidder. Methuen Construction Company, Inc.

2. Permanent Main Office address. 144 Main Street, PO Box 980, Plaistow, NH 03865


4. Where incorporated? Massachusetts

5. Is BIDDER registered with the Secretary of the State to do business in New Hampshire? Yes

6. For how many years has your firm engaged in the contracting business under its present name? Also, state names and dates of previous firm names, if any. 58

7. Contracts on hand. (Schedule these, showing gross amount of each contract and the approximate anticipated dates of completion.) Please see Attachment A

8. General character of work performed by your company. Please see Attachment B

9. Have you ever failed to complete any work awarded you in the scheduled contract time, including approved time extensions? (Yes) X (No). If so, where and why?

10. Have you ever defaulted on a contract? (Yes) X (No). If so, where and why?

11. Have you ever had liquidated damages assessed on a contract? (Yes) X (No). If so, where and why?

12. List the more important contracts recently executed by your company, stating approximate cost for each, and the month and year completed. See Attachment C

13. List your major equipment available for this contract. See Attachment D

14. List your key personnel such as Project Superintendent and foreman available for this contract. See Attachment E

15. List any subcontractors whom you would expect to use for the following (unless this work is to be done by your own organization):

   a. Civil Engineering
   b. Utility Installation
   c. Other work

   All subcontractors will be submitted to Owner for approval upon award on the contract.
16. BIDDER has included the services of Electrical Installations, Inc., Moultonborough, NH (the City's preferred System Integrator), in its Bid for PLC Programming, OIT Programming, HMI Programming, and integration of new SCADA system. \( \checkmark \) (Yes) \( \) (No).

17. With what banks do you conduct business? Enterprise Bank

Do you grant the Engineer permission to contact this (these) institutions? \( \checkmark \) (Yes) \( \) (No)

NOTE: BIDDERS may be required to furnish their latest financial statement as part of the award process.

Respectfully submitted:

[Signature]

144 Main Street, PO Box 930, Plaistow, NH 03865

Address

President and CEO

November 28, 2018

Title

Date

Joseph A. Barbone, Jr. Being duly sworn, deposes and says that he is

President and CEO of Methuen Construction Company, Inc.

(Name of Organization)

and that the answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to before me this 29th day of November, 2018

[Signature]

Notary Public

My commission expires September 17, 2019

KICHELLE J. DOUGLASS, Notary Public

My Commission Expires September 17, 2019

(Seal - If Bid is by Corporation)

ATTEST:

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: BIDS shall exclude sales tax and include all other applicable taxes and fees.
### BID SCHEDULE

BIDDER will complete the Work in accordance with the CONTRACT DOCUMENTS for the following price(s). BIDDER must complete all items including Alternates. NOTE: CITY IS EXEMPT FROM SALES TAX. BIDS shall include all other applicable taxes and fees.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Approximate Quantity</th>
<th>Brief Description of Item With Unit Bid Price in Words</th>
<th>Amount In Figures</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BASE BID</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Lump Sum</td>
<td>Primary Tank Upgrade Project, complete Three Million, Three Hundred Seventy-Five Thousand, $ Seven Hundred Twenty-Three Dollars Lump Sum</td>
<td>$ 3,375,723</td>
</tr>
<tr>
<td>2</td>
<td>100 CY*</td>
<td>Misc. Reinforced Concrete $ One Hundred Fifty Dollars Per Cubic Yard</td>
<td>$ 15,000</td>
</tr>
<tr>
<td>3</td>
<td>5000 SF*</td>
<td>Concrete Tank Wall Resurfacing $ Eleven Dollars Per Square Foot</td>
<td>$ 55,000</td>
</tr>
<tr>
<td>4</td>
<td>500 CF*</td>
<td>Concrete Surface Repairs $ One Hundred Fifty Dollars Per Cubic Foot</td>
<td>$ 75,000</td>
</tr>
<tr>
<td>5</td>
<td>300 LF*</td>
<td>Concrete Crack Repairs $ Fifty-Five Dollars Per Linear Foot</td>
<td>$ 16,500</td>
</tr>
<tr>
<td>6</td>
<td>Allowance</td>
<td>SCADA Programming, Network Modifications, PLC Programming Services provided by Electrical Installations, Inc. (Application Engineering Services Supplier - AES) $ Fifty-four thousand, four hundred fifty-seven dollars and 0/100 cents Allowance</td>
<td>$54,457.00</td>
</tr>
</tbody>
</table>
### Item 7
- **Allowance**
- Brief Description of Item: Plant Water Pumping Package Supplied by Grundfos
- $32,660.00

### Item 8
- **Allowance**
- Brief Description of Item: Exploratory Services at the Direction of the Owner
- $5,000.00

**TOTAL BASE BID:** Total of Items 1 through 8 above.

Three Million, Six Hundred Twenty-Nine Thousand, Three Hundred Forty Dollars ($3,629,340)

**TOTAL BID:** Total of Items 1 through 9 above.

Three Million, Six Hundred Forty-Nine Thousand, Three Hundred Forty Dollars ($3,649,340)
December 27, 2018
Memo #19-104

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: PURCHASE OF A RAW SEWAGE PUMP SUCTION COVER ASSEMBLY (VALUE: $20,890)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER

Please see the attached communication from David L. Boucher, Superintendent Wastewater Department dated December 20, 2018 for the information related to this contract.

Pursuant to § 5-84 Special purchase procedures A. (5) Purchases from a sole manufacturer, where it is determined to be more efficient and to reduce costs of maintenance of additional repair parts, supplies or services

The Superintendent Wastewater Department, the Board of Public Works (December 20, 2018 meeting) and the Purchasing Department recommend the award of this purchase in an amount of $20,890 to Xylem Water Solutions U.S.A., Inc. of Woburn, MA.

Respectfully,

Dan Kooken
Purchasing Manager

Cc: D Boucher    L Fautuex
City of Nashua, Public Works Division

To: Board of Public Works

From: David L. Boucher, Superintendent
Wastewater Department

Re: Raw Sewage Pump Suction Cover Assembly

B. Motion: To approve the purchase of one new Raw Sewage Pump Suction Cover in the amount of $20,890 from Xylem, of Woburn, MA. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Category: 54 Property Services.

Attachments: Quote

Discussion: The suction cover assembly on raw sewage pump number three has a wear plate seat that is out of specification. As a result, the new wear plate cannot be installed properly and will not protect the equipment. We are proposing to purchase a replacement suction cover direct from the manufacturer at a cost of $20,890. Flygt is the raw sewage pump brand and Xylem is the parent company, creating a sole source purchase.
CITY OF NASHUA

Your Reference
SHAWN GRAY - XYLEM BOSTON
Our Reference
Gail Pollak 262-548-3103
 Remark
20X20X25 NSYY S/N 76741 & 77029
MODEL 300 CITY OF NASHUA WWTF

<table>
<thead>
<tr>
<th>Line</th>
<th>Item/Description</th>
<th>Qty</th>
<th>UoM</th>
<th>Price/Unit</th>
<th>Amount</th>
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<td>REVISION #1: 12-5-18 REVISED PROPOSAL VALIDITY DATE.</td>
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<td>PRICES QUOTED ARE NET EACH TO CITY OF NASHUA.</td>
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<td></td>
<td>PLEASE PLACE YOUR ORDER VIA EMAIL TO: <a href="mailto:SHAWN.GRAY@XYLEMINC.COM">SHAWN.GRAY@XYLEMINC.COM</a></td>
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<td></td>
<td>ORDER SHOULD BE MADE OUT TO XYLEM WATER SOLUTIONS U.S.A., INC.</td>
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<td>78 K OLYMPIA AVENUE, WOBURN, MA 01801</td>
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<td>DUE TO INCREASING COSTS IN THE METALS MARKET, OUR PRICING IS VALID FOR 30 DAYS, AFTER WHICH QUOTATION IS SUBJECT TO REVIEW.</td>
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<td>PLEASE REFER TO MY PROPOSAL NUMBER WHEN PLACING YOUR ORDER.</td>
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<td>PLEASE ADVISE IF BETTER DELIVERY IS REQUIRED.</td>
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<td>IMPROVED DELIVERY MAY AFFECT THE PRICING.</td>
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<td>000010</td>
<td>SUCTION COVER ASM WITH CERAMIC COATING</td>
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<td>A NEW PART NUMBER WILL BE ASSIGNED AT TIME OF ORDER.</td>
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<td>PRICE QUOTED IS VALID FOR QUANTITY 1 - 4.</td>
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<td>ASSEMBLY CONSISTS OF A STAINLESS STEEL (HARDENED) WEAR PLATE,</td>
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<td>ASSEMBLED TO A STANDARD 2-3% NI CAST IRON SUCTION COVER WITH CERAMIC</td>
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<td>COATING ON INTERNAL SURFACES.</td>
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<td>CURRENT STANDARD LEAD-TIME IS APPROX. 26 WEEKS AFTER RECEIPT OF ORDER.</td>
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</table>

Total | USD | 20,890.00 |

Prices Quoted in US Dollars
This Quotation excludes any applicable taxes
Xylem’s standard terms and conditions of sale apply. A copy will be sent on request.
December 27, 2018
Memo #19-105

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR REPLACEMENT HEATING UNITS IN CONTROL ROOM AND CAFETERIA (VALUE: $15,574)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER

Please see the attached communication from David L. Boucher, Superintendent Wastewater Department dated December 20, 2018 for the information related to this contract.

Pursuant to § 5-84 Special purchase procedures A. (5) Purchases from a sole manufacturer, where it is determined to be more efficient and to reduce costs of maintenance of additional repair parts, supplies or services.

The Superintendent Wastewater Department, the Board of Public Works (December 20, 2018 meeting) and the Purchasing Department recommend the award of this contract in an amount of $15,574 to Armand E. Lemire Co., Inc of Hooksett, NH.

Respectfully,

Dan Kookken
Purchasing Manager

Cc: D Boucher L Fautuex
City of Nashua, Public Works Division

To: Board of Public Works  
Meeting Date: December 20, 2018

From: David L. Boucher, Superintendent  
Wastewater Department

Re: Replacement Heating Units in Control Room and Cafeteria

C. Motion: To approve the purchase and installation of two new heating units in the Wastewater Facility Control Room and Cafeteria for the amount of $15,574 from Armand E. Lemire Co., Inc. of Hooksett, NH. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Category: 81 Major Capital.

Attachments: Quote

Discussion: During the repair and rehabilitation of the Wastewater Facility heating system, it was discovered that the two stand-alone units that supply heat to the Cafeteria and the Control Room are beyond repair. These units, manufactured in 1988, are obsolete and cannot be replaced in kind. Armand E. Lemire Co., Inc. has determined both rooms can be tied into the existing steam system easily, with a combined cost of $15,574. As they are the contractor who has been working on our system to date, we propose the purchase and installation of these heaters through Lemire.
DATE: 11/28/18

TO: Dave Boucher Nashua WWT

FROM: Philip J. Cocchiara Jr.

WE ARE PLEASED TO SUBMIT A PRICE FOR THE FOLLOWING PROJECT:

JOB NAME: Nashua Waste Water Heat upgrades

PRICE $7787.00 Per unit x 2 = $15574.00

SCOPE:
Install 2 Trane Force flo-Cabinet heaters one in break room and one in Control room also cut cap and make safe all drain lines water from demoed unit's close old ventilation holes in walls with Sheetmetal and insulation remove old cement pad

ADDENDA:

EXCLUSIONS: Electrical By others both demo and reinstall

MECHANICAL CONTRACTORS – COMMERCIAL, INDUSTRIAL & RESIDENTIAL

"WBE/DBE CERTIFIED"
December 27, 2018
Memo #19-106

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR WET WEATHER GATE REPAIR (VALUE: $19,956)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER-COLLECTION

Please see the attached communication from David L. Boucher, Superintendent Wastewater Department dated December 20, 2018 for the information related to this contract.

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 Superintendent Wastewater Department, the Board of Public Works (December 20, 2018 meeting) and the Purchasing Department recommend the award of this contract in an amount of $19,956 to New Hampshire Hydraulics of Merrimack, NH.

Respectfully,

[Signature]
Dan Kocken
Purchasing Manager

Cc: D Boucher    L Fautuex
City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: December 20, 2018

From: David L. Boucher, Superintendent
Wastewater Department

Re: Wet Weather Influent Gate Repair

G. Motion: To approve the purchase of a new hydraulic cylinder and maintenance on the hydraulic power units for the influent gate in the Wet Weather Facility from New Hampshire Hydraulics of Merrimack, NH in an amount of $19,956. Funding will be through: Department: 169- Wastewater; Fund: Wastewater-Collection; Activity: 54 Property Services.

Attachments: New Hampshire Hydraulics Quote

Discussion: The Wet Weather Facility at the Wastewater Treatment Facility has a hydraulic gate that normally remains shut until storm flows and triggers it to open. The piston that opens this gate has a severely corroded casing and leaks oil at the base when the piston opens and closes the gate. The piston and hydraulic hoses need to be replaced and maintenance is also needed on the hydraulic power units inside the facility.

Five hydraulic piston repair companies were contacted on this project. Only New Hampshire hydraulics came back with a quote for this work. Their quote of $19,956 includes a new piston, hydraulic hoses, fitting, and maintenance on the gate hydraulic power unit and the two rake arm power units inside the facility. They will also provide technical assistance and construction oversight of TBuck construction, who will remove the existing piston and gate and subsequently install the new one.
December 10, 2018

William Keating & Scott Law
Nashua Wastewater
9 Riverside St
Nashua, NH 03052

Dear Bill and Scott,

This is the quote for a new gate cylinder assembly to replace the existing leaking cylinder, the installation of new hoses and fittings on the new cylinder to replace the corroded existing ones on site, and the PM of the gate and rake HPU's as we discussed in our site visit on 8/23/18. I have attached the Technical Data Sheet for the Denso Tape corrosion protection we propose to use on all hose ends and fittings.

New heavy duty hydraulic cylinder, rated for 3000 PSI..........................$14,400.00 plus freight.
  Specifications per Hanna cylinder drawing 706-40788-003
  7" bore x 4.5" rod with 4-4 UNC-2A x 10" rod end x 120" stroke
  Chrome plated rod, piston rod extension = 96.75"
  Mounting is NFPA MES rectangular flange
  Explosion proof go prox switches on each end

  *Option to apply two-part epoxy marine paint to help prevent rust..........................$600.00

*=The original cylinder drawing does not specify these options.

New Hampshire Hydraulics installation of hoses and fittings on the new gate cylinder........$2,310.00

Consisting of: Disassembly and removal of existing hoses, fittings, and ball valves as needed,
  Install new ball valves and fittings on new cylinder
  Fabricate new hoses,
  Install new hoses to connect the HPU to the new cylinder
  Testing to verify proper system function and no leaks,
  Install Denso Tape corrosion protection on all exposed fittings and hose ends,
  Estimated downtime required for this installation: up to (1) full day.
New Hampshire Hydraulics PM of Gate HPU
Consisting of: Draining the 20 gallon accumulator to tank,
Using the NH Hydraulics filter buggy to clean the oil in the 50 gallon reservoir,
Replace the pressure and return filter elements and the desiccant breather,
Replace existing pilot operated relief valves and direct acting relief valves,
Visual inspection of the hydraulic system for proper operation,
Repair piping leaks with new seals and/or teflon tape as applicable.
Estimated downtime required for this PM: up to (1) full day.

New Hampshire Hydraulics PM of Two Rake HPU's ($627.00 each)
Consisting of: Using the NH Hydraulics filter buggy to clean the oil in the 10 gallon reservoir,
Replace the return filter element,
Replace existing pilot operated relief valve with direct acting relief valve,
Visual inspection of the hydraulic system for proper operation,
Repair piping leaks with new seals and/or teflon tape as applicable.
Estimated downtime required for this PM: up to (1/2) day.

Quote Total: $19,856.00 + freight (TBD)

The above prices are net to Nashua Wastewater and are for the quoted items and scope of work only. As discussed, if the existing electric wiring to connect the new prox switches on the cylinder is corroded and damaged, Nashua Wastewater will use their electricians to replace this wiring. New Hampshire Hydraulics will not be responsible for any electric wiring. Any additional problems discovered on these hydraulic systems during the installation or PM will be brought to the attention of Nashua Wastewater. New Hampshire Hydraulics will not work to resolve these problems until approval is given to proceed by Nashua Wastewater. The resolution of these additional problems may result in additional downtime and charges. The lead time required for the cylinder is four to five weeks ARO. The lead time for hoses and fittings, and the parts for these PM's is one to two weeks ARO.

Thank you for your consideration.
Please contact me or Bill Cunningham if you have any questions.

Best Regards,

Anthony Halvatzes
President
December 27, 2018
Memo #19-107

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: PURCHASE OF REPLACEMENT GRINDER FOR PRIMARY DIGESTER
RECIRCULATION FEED LINE (VALUE: $13,282)
DEPARTMENT: 169 WASTEWATER; FUND: WERF

Please see the attached communication from David L. Boucher, Superintendent Wastewater Department dated December 20, 2018 for the information related to this contract.

Pursuant to § 5-84 Special purchase procedures A. (5) Purchases from a sole manufacturer, where it is determined to be more efficient and to reduce costs of maintenance of additional repair parts, supplies or services.

The Superintendent Wastewater Department, the Board of Public Works (December 20, 2018 meeting) and the Purchasing Department recommend the award of this purchase in an amount of $13,282 to JWC Environmental of Santa Ana, CA.

Respectfully,

[Signature]
Dan Kooker
Purchasing Manager

Cc: D Boucher L Fautuex
City of Nashua, Public Works Division

To: Board of Public Works  
Meeting Date: December 20, 2018

From: David L. Boucher, Superintendent  
Wastewater Department

Re: Replacement of Grinder for Primary Digester Recirculation Feed Line

D. Motion: To approve the purchase of one Muffin Monster brand grinder in the amount of $13,281.91 from JWC Environmental of Santa Ana, CA. Funding will be through: Department: 169 Wastewater; Fund: WERF; Account Category: 81 Major Capital.

Attachments: Quote

Discussion: The Wastewater Facility uses many grinders throughout the facility to protect expensive motors, pumps, and other equipment. These grinders take inorganic material and shred the material to assist it in passing through pumps. One of the grinders that protects the digester was broken beyond repair and needs to be replaced. The Muffin Monster brand is what is currently installed and we are recommending an in kind replacement for a cost of $13,281.91.
Customer: 5036120  
Scott Law  
Nashua, City Of  
P.O. Box 2019  
229 Main Street  
Nashua, NH 03051-2019  
US  
(603)589-3560  
laws@nashuaNH.gov  

Project: Nashua, City Of  

All orders will be billed the applicable sales tax, based on the "ship to address", unless a valid tax exemption certificate is provided prior to shipment.

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
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<tr>
<td>30004T-2400</td>
<td>30004T-2400-DI Muffin Monster</td>
<td>1</td>
<td>$12,943.50</td>
<td>$12,943.50</td>
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<td></td>
<td>11 Cam Cutters</td>
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<td></td>
<td>1:1 Stack Hardened Alloy STL</td>
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<td>Severe Duty Seals</td>
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<td>Buna N Elastomers</td>
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<td>Cork &amp; Rubber Gaskets</td>
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<td>Motor Type: Electric</td>
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<td>Less Reducer</td>
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<td>Less Speed</td>
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<td>Less 12&quot; Unibody Housing</td>
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<td>Grinder SN: TBD</td>
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Shipping  
Shipping & Handling  
1  
$0.00  
$0.00  

TARIFF  
Tariff Surcharge  
1  
$340.41  
$340.41  

Recently, the US Government, has implemented the following trade restrictions:  
Section 232, June 1, 2018: Restrictions on steel mill (25%) and aluminum articles (10%). All countries of origin except Argentina, Australia, Brazil, and South Korea.  
Section 301, July 6, 2018 Restrictions on products from China, 25%  
The tariff surcharge represents the increased cost of manufacturing our products as a result of the government-imposed trade restrictions.

Please verify serial number is correct.

Sub Total: $13,283.91  
Tax: $0.00  
Total: $13,283.91

Notes:  
1. Please fax or mail a purchase order for the total amount and we can process your order.
December 27, 2018
Memo #19-108

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR GAS TANK EVALUATION (VALUE: $18,820)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER-COLLECTION

Please see the attached communication from David L. Boucher, Superintendent Wastewater Department dated December 20, 2018 for the information related to this contract.

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 Superintendent Wastewater Department, the Board of Public Works (December 20, 2018 meeting) and the Purchasing Department recommend the award of this contract in an amount of $18,820 to McDermott-CBI Services of Plainfield, IL.

Respectfully,

Dan Kobken
Purchasing Manager

Cc: D Boucher L Fautuex
City of Nashua, Public Works Division

To: Board of Public Works

From: David L. Boucher, Superintendent
Wastewater Department

Re: Gas Tank Evaluation

H. Motion: To approve the inspection and evaluation of the gas holding tank for the anaerobic digester with McDermott-CBI Services of Plainfield, IL in an amount of $18,280. Funding will be through: Department: 169- Wastewater; Fund: Wastewater; Account Category: 54 Property Services.

Discussion: The Anaerobic Digester at the Wastewater Facility produces methane gas as a byproduct of the digestion process. This gas is stored in a large gas holding tank (35 feet high, 25 foot diameter) which is necessary to provide a constant flow and pressure for the boilers and generators that run on digester gas.

The tank is failing to trap gas and maintain pressure. Wastewater personnel opened the side hatch and determined the inner diaphragm appears to be sagging on the opposite side of the vessel, however, could not enter inside the tank to inspect further due to gas levels.

Wastewater reached out to several companies to evaluate the inside and outside of the tank. Only McDermott and HEI were found to be qualified and submitted the following prices:

- McDermott $18,280
- HEI $140,000

HEI included the additional cost to purge the methane gas, making the tank safe for entry, McDermott did not, however the Facility has been quoted a reasonable price through ACV Environmental and will hire them through a separate contract. We are recommending McDermott perform the evaluation of needed repairs, in order to have the repairs quoted and work completed by August of 2019, when the Energy Recovery Generators are scheduled to be finished.
December 21, 2018

City of Nashua
9 Riverside Street
Nashua, NH 03062

Attention: Mr. William Keating
PH: (603)589-3588

Subject: Inspection — Site Visit
Gasholder
CBI Services, LLC
CBI Services Reference No. 239822

Via Email: KeatingW@nashuah.gov

Dear Mr. Keating,

As discussed earlier, CBI Services, LLC (CB&I) is pleased to provide you this proposed scope of work for the inspection of the existing gasholder at the Nashua Wastewater Treatment Facility. It is our understanding that the above referenced gasholder is in need of an inspection and investigation to determine cause of loss of pressure, along with the possible design, procurement and installation of a new diaphragm.

One CB&I engineer from Houston and one project manager from Newcastle will travel to site, perform the inspection and provide a written inspection report, which includes visual evaluation, photographs, recommendations for further inspection and/or recommendations for repairs and retesting.

The detailed scope of work is enclosed as Exhibit A. Our commercial clarifications and typical terms and conditions for inspection services is included in Exhibit B. We have assumed that this work will be performed on a Fixed Price Lump Sum basis including travel expenses.

Inspection timing is to be mutually agreed. We would expect to have the report complete on or before two (2) weeks after the site visit. The total price is to be as outlined in Exhibit B. Any necessary procurement or repairs would need to be handled under a separate agreement.

Please feel free to contact us at any time to discuss this inspection plan further as needed.

Sincerely,

CBI Services, LLC

[Signature]

James Barry
Commercial Manager
CB&I Storage Tank Solutions
Document Title: Inspection Plan for Gas Holder

Document No: 239822-000-SP-PL-00001

Revision: 0

Issue Date: 21 DEC 2018

CB&I Contract No: 239822

Preliminary Issue

Revision Descriptions

Rev | Date       | Originator | Checker | Approver
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0    | 21-DEC-2018|            |         |          

"THIS DOCUMENT IS THE PROPERTY OF CHICAGO BRIDGE & IRON COMPANY (CB&I). IT MAY CONTAIN INFORMATION DESCRIBING TECHNOLOGY OWNED BY CB&I AND DEEMED TO BE COMMERCIALLY SENSITIVE. IT IS TO BE USED ONLY IN CONNECTION WITH WORK PERFORMED BY CB&I. REPRODUCTION IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN WORK PERFORMED BY CB&I IS FORBIDDEN EXCEPT BY EXPRESS WRITTEN PERMISSION OF CB&I. IT IS TO BE SAFEGUARDED AGAINST BOTH DELIBERATE AND INADVERTENT DISCLOSURE TO ANY THIRD PARTY."
Exhibit A - Scope Of Services
Gas Holder Inspection

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1.0 INTRODUCTION

This inspection plan identifies the scope of the work to be performed by CB&I Services, LLC (CB&I) to evaluate the state of the 9400ft³ gasholder located at City of Nashua Wastewater Treatment Facility in Nashua, New Hampshire. This tank was originally constructed by CB&I in 1999.

2.0 PURPOSE

The purpose of the inspection is to provide technical support to prepare the gasholder for inspection and possible repair.

The on-site technical support will be performed in accordance with industry standards and CB&I requirements. All support work will be performed by qualified individuals, and the evaluation performed by a professional engineer experienced in API 650 aboveground tanks.

3.0 REFERENCES

The following references will be utilized for the inspection and subsequent report:

API 650             Welded Tanks for Oil Storage
API 653             Tank Inspection, Repair, Alteration, and Reconstruction – Fourth Edition Addendum 3 November 2013

4.0 PREPARATION OF GAS HOLDER FOR INSPECTION

4.1 Prior to CB&I Personnel Arrival

The following steps are to be completed by others prior to the arrival of CB&I on site:

- Gas holder is to be cleaned and certified gas free
- Safe access around the tank provided
- Elevation of the piston is in the maintenance position
- Remove all bio-solids and sludge buildup that may be present under the piston
- Physically isolate the tank from the balance of plant

4.2 Prior to Inspection Start

The following steps are to be completed by CB&I prior to the start of the inspection:

- Personnel to use appropriate PPE: Hard Hats, safety glasses, gloves, safety toed boots, long sleeve shirts, and long pants
- Check isolation plan
- Confined Space Entry:
5.0 **SCOPE OF VISUAL INSPECTION**

5.1 **Tank Shell Inspection**
Perform shell visual inspections on the inside and outside of the tank of any accessible exposed areas of the shell. Any areas that show excessive amounts of corrosion or any shell distortions shall be measured and documented. Also document any temporary lugs, weld scars or lap welded patch plates if present.

5.2 **Tank Roof Inspection**
Perform visual inspection of the exterior of the roof. Note any signs of damage, distortion, and corrosion. Document any temporary lugs, welds scars, or lap weld patch plates.

5.3 **Tank Bottom Inspection**
Perform a thorough visual inspection of the tank bottom plate surfaces and bottom lap welds, documenting any areas that show signs of damaged coatings, leaks, excessive top side corrosion, surface deformations, cracks, laminations or weld flaws.

Note that access to the tank bottom is limited when the piston is in the maintenance position and that the inspection may be required to take place by viewing through the piston manhole.

5.4 **Shell Appurtenance Inspection**
Visually inspect all shell appurtenances outside of the tank including shell nozzles, manways, ladders, level gages, instrumentation, pressure relief, and stairways. Document any damage such as cracks, shell deformations due to excessive piping loads or excessively pitted members. Visually inspect all shell appurtenances from the inside of the tank including shell nozzles, manways internal piping, level gages and ladders. Document any damage such as cracks, shell deformations due to excessive piping loads or excessively pitted members.

5.5 **Piston System**
Visually inspect all parts of the piston system including pulleys, shafts, cables, counter weights, piston, and seal diaphragm. Document any damage that may inhibit the proper operation of the piston system.

6.0 **INSPECTION REPORT**
The inspection report will include a summary of the inspection findings, photographs and a completed inspection checklist. Any recommendations for repair or further inspection will be included in the report.

7.0 **ENGINEERING EVALUATION**
An engineering evaluation will be performed based on assessing the results of this inspection to determine if the tank and foundation are structurally sound and are suitable for service. In addition, the engineering evaluation will provide recommendations for the repairs to the tank, foundation, and provide guidance for retesting the tank.
COMMERCIAL CLARIFICATIONS

CBI Services, LLC. ("CB&I") shall be compensated in accordance with CB&I Standard Services Agreement dated May 2015 as modified by this Exhibit B.

COMPENSATION FOR SERVICES

Subject to the limited scope of services in Exhibit A, all CB&I self-performed Work resulting from this Agreement, including, but not limited to, design, engineering, safety, and project management shall be considered included in the fixed price lump sum.

CB&I "self-performed work" includes all work performed by employees under the direct hire of CB&I or its subsidiaries and affiliates; and does not include work performed by any third party entity, or employees outside the direct hire of CB&I or CB&I's subsidiaries.

COMPENSATION FOR EXPENSES

Reasonable out-of-office expenses incurred while performing the Work are allowed for in our lump sum pricing, including travel, meals and lodging expenses to and from the site or other facilities outside an individual's primary CB&I office on a portal to portal basis.

PRICE FOR SERVICES

The firm lump sum price for the Inspection Services described in this Proposal is $18,280 excluding state and local sales or use taxes. These or any other taxes will be added to each invoice as applicable.

PAYMENT TERMS

50% invoiced at award and 50% invoiced upon report submittal. Reference Article 3.0 of the Services Agreement.

VALIDITY

This fixed price lump sum is valid for 60 days.


All Services provided and compensation received shall be in accordance with CB&I's Standard Services Agreement dated May 2015 and related Exhibits ("Agreement").
SERVICES AGREEMENT

This AGREEMENT is made effective this __________ day of __________, 2018, by and between CBI Services, LLC, a Delaware corporation having an office at 14107 South Route 59, Plainfield, IL 60544 ("CBI") and ____________, having an office at ____________, ("CLIENT"), collectively the “Parties”.

THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

1.0 SERVICES. CBI shall provide for CLIENT, in accordance with the terms and conditions of this Agreement, the services specified in Exhibit A, which is attached hereto and made a part hereof (hereinafter “Services”). The Services are intended for a specific purpose or for a specific project as defined in Exhibit A. The Services shall be performed in accordance with generally accepted professional standards.

2.0 TIME. CBI shall commence the Services following execution of this Agreement. CBI shall perform the Services as expeditiously as is consistent with professional skill and care and any time schedule that may be included in Exhibit A hereto.

3.0 PAYMENTS TO CBI

3.1 Method of Compensation - CLIENT agrees to pay CBI for the Services and related expenses by the method defined and in the form specified or at the rates specified in Exhibit B, which is attached hereto and made a part hereof.

3.2 Time of Payment - CBI will submit monthly invoices for Services rendered and for Expenses incurred at the rates shown in Exhibit B. When compensation is on the basis of a lump sum for the Services, the invoices will be based on CBI’s estimate of the proportion of the total services actually completed at the time of billing or on the achievement of agreed Milestones. CLIENT agrees to pay these invoices within fifteen (15) days of the invoice date and agrees to pay a finance charge of one and one-half percent (1.5%) per month, or the maximum rate allowed by applicable law, whichever is less, on invoices that have not been paid by CLIENT within thirty (30) days.

3.3 Suspension of Services - If CLIENT fails to make any payment due CBI for Services and expenses within forty five (45) days after receipt of CBI’s invoice therefor, CBI may, after giving seven (7) days’ written notice to CLIENT, suspend Services under this Agreement until CBI has been paid in full all amounts due CBI for Services and Expenses.

3.4 Payment Delay - If a delay in payment of an undisputed invoiced amount continues for more than thirty (30) days from its due date, CBI shall have the right to suspend the Services until such amount is duly paid with the correspondent interest, and additionally CBI shall be entitled to be paid any costs incurred as the result of such suspension. Further, CBI shall be entitled to terminate this Agreement due to the failure by CLIENT to pay an undisputed invoiced amount to CBI for a period longer than sixty (60) days past the due date.

4.0 INDEPENDENT CONTRACTOR. In the performance of the Services hereunder, CBI shall be deemed an independent contractor, and any of its employees performing work hereunder shall be deemed employees of CBI. CLIENT shall exercise no supervision over CBI’s employees and shall have no right to select which CBI employees shall perform the Services. CBI shall select the employees to perform the Services; however, CBI will give consideration to requests by CLIENT for changes in personnel.

5.0 PROPRIETARY INFORMATION

5.1 Proprietary Information to Remain Confidential - All proprietary business and proprietary technical information made available to CBI by CLIENT and specified by CLIENT as proprietary in writing will remain as property of CLIENT. CBI will not use CLIENT’s proprietary information for any purpose other than as requested by CLIENT. All CBI proprietary business and technical information made available to CLIENT and so specified by CBI will remain property of CBI. CLIENT will not divulge such CBI proprietary information to any other party except with written permission from CBI.

5.2 Exclusions - Any business or technical information exchanged between the parties hereunder shall not be deemed to be proprietary if such information falls into any of the following categories:
(a) Information which, at the time of disclosure hereunder, is in the public domain;
(b) Information which, after disclosure hereunder, enters the public domain, except where such entry is the result of a breach of this Agreement by either party hereato;
(c) Information, other than that obtained from third parties, which prior to disclosure hereunder, was already in the receiving party’s possession either without limitation of disclosure by others or which subsequently becomes free of such limitation:
(d) Information obtained by either party from a third party, who is lawfully in possession of such information and not subject to a contractual or fiduciary relationship to the other party, with respect to said information.

5.3 Survival - Unless terminated earlier by operation of the terms of paragraph 5.2 above, both parties hereto agree that the provision of paragraph 5.1 shall survive completion of the Services by CB&I for a period of five (5) years.

6.0 TERMINATION. CLIENT may terminate this Agreement upon written notice to CB&I. Upon receipt of termination notice, CB&I shall immediately initiate efforts to stop all Services in progress. CLIENT shall compensate CB&I per Exhibit B for any Services completed plus any Expenses incurred prior to and in the course of terminating its Services. CLIENT will also reimburse CB&I for any costs and expenses, including third party, to which CB&I has become committed for fulfillment of this Agreement prior to receipt of CLIENT’s notice of termination, all costs incurred by CB&I as a direct result of termination and, if applicable, reasonable costs and expenses of settlement with any third party or any of CB&I’s suppliers or subcontractors.

7.0 RESPONSIBILITY AND LIMITATION OF LIABILITY. CB&I will use ordinary skill in providing the Services requested by CLIENT. However, CLIENT shall satisfy itself as to the adequacy and accuracy of any information provided by CB&I and take full and complete responsibility for its decisions as to the use of any information provided by CB&I. CB&I will not be liable for errors of omission or commission. CB&I MAKES NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED.

If the Services to be provided by CB&I include inspection of an existing structure, CLIENT will specify the nature and extent of the inspection. CB&I will provide CLIENT a written report detailing the visual observations of CB&I’s inspector and the results of any physical testing performed as well as recommendations for further inspection, repairs and/or modifications, if any.

Responsibility remains with CLIENT to determine the adequacy and/or accuracy of the information provided by CB&I and for any decisions made on the basis of that information. CB&I cannot and does not represent that the structure may not be subject to a condition or conditions which may not be discovered by CB&I’s inspection but which may become evident during cleaning, repairing, repainting, and/or future use of the structure.

CLIENT must take full responsibility for the condition of the structure prior to the commencement of Services, the nature and extent of the Services, the adequacy of the structure to meet CLIENT’s needs upon completion of Services, and for the type and severity of any test to be imposed upon the structure upon completion of Services. This responsibility of CLIENT shall also include the effects of prior use (such as distortion, corrosion, and abrasion) upon structural adequacy, and the effects of any proposed changes in operating conditions (such as pressure, temperature, chemical and electrolytic properties of the product to be transported, stored, or processed) upon the suitability of the structure upon completion of Services for the service intended. Responsibility also remains with the CLIENT for determining and specifying the scope of any repairs and/or modifications CLIENT wishes to make to the structure.

8.0 INDEMNIFICATION. To the extent permitted by applicable law, CB&I shall indemnify CLIENT against any and all claims, demands and causes of action for injury to or death of persons or for damage to property to the extent resulting directly from any negligent physical acts of CB&I, except in the event such injury, death, or property damage is the result of CLIENT’s gross negligence or willful misconduct. CLIENT agrees to release, defend and indemnify CB&I from and against any and all liability other than as set forth in the preceding sentence arising in any manner from the Services.

9.0 LAWS AND REGULATIONS. Except as expressly set forth herein, CLIENT assumes sole responsibility for compliance of the Services with federal, state or local laws and regulations and any revisions or changes thereto subsequent to the date of this Agreement. Unless otherwise expressly stated, any laws and regulations expressly referenced herein are those editions or versions thereof in effect on the date of this Agreement. CB&I shall comply with all the provisions of all municipal, state and federal labor laws or ordinances applicable to CB&I as an employer of labor. CB&I shall be solely responsible for any liabilities or claims made by its employees or agents under worker’s compensation laws and for any other claims for damage to property brought by such employees which may arise or result from CB&I’s performance under this Agreement.
10.0 CHANGE ORDER. The CLIENT may make changes, within the general scope of the Services specified in Exhibit A, by giving CB&I written notice in a Change Order. When reasonable, within fifteen (15) days from CB&I’s receipt of such Change Order, CB&I shall submit to CLIENT the changes required in the number of man-hours and time schedule resulting from such Change Order. CB&I shall have no obligation to proceed with work under such Change Order until CB&I and CLIENT agree in writing to such changes and to the compensation and time schedule for such changes.

11.0 CLIENT SUPPLIED DATA. CLIENT acknowledges that CB&I has relied upon all specifications, information, representation of operating conditions and other data supplied in writing by CLIENT to CB&I in the performance of the Services of CB&I.

12.0 REUSE OF DOCUMENTS. It is understood by the Parties that the Documents provided hereunder are for a specific use or specific project. All documents and/or drawings furnished by CB&I pursuant to this Agreement are instruments of CB&I’s work product in respect of the Services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Services or on any other project. Any reuse without specific written verification and adaptation by CB&I for the specific purpose intended will be at user’s sole risk and without liability or legal exposure to CB&I. Any such verification and adaptation will entitle CB&I to further compensation at rates to be agreed upon by CLIENT to CB&I.

13.0 ASSIGNMENT AND SUBCONTRACTS. CLIENT shall not assign this Agreement without the advance written consent of CB&I. CB&I reserves the right to subcontract certain portions of the Services covered by this Agreement.

14.0 FORCE MAJEURE. A delay in or failure of performance of CB&I shall not constitute default under this Agreement nor give rise to any claim for damage if and to the extent such delay or failure is caused by occurrences beyond the reasonable control of CB&I, including: acts of God; expropriation or confiscation of documents, materials, and/or equipment or compliance with any order or request of any governmental authority or person(s) purporting to act therefore which affects to a degree not presently existing the supply, availability or use of materials or personnel; acts of war whether or not declared or the public enemy; public disorders; rebellion or sabotage; floods; riots; strikes, whether direct or indirect; or any causes, whether or not of the class or kind specifically named above, not within the reasonable control of CB&I and which, by the exercise of reasonable diligence, CB&I is unable to prevent, avoid or remove. In the event of a Force Majeure event, CB&I shall be afforded a reasonable adjustment for cost and schedule for the performance of the Services.

15.0 EQUAL EMPLOYMENT OPPORTUNITY. CB&I expressly agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin or sex. CB&I will comply with all provision of Executive Order No. 12246 of September 24, 1965, as amended and of the rules and regulations and relevant orders of the Equal Employment Opportunity Commission. CB&I will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

16.0 RECORDS. Records of CB&I direct labor man-hours and specified reimbursable expenses incurred by CB&I in the performance of this Agreement will be maintained by CB&I for a reasonable time period and be made available to CLIENT if requested for its review at the place where such records are maintained during business hours.

17.0 ENTIRE AGREEMENT. This Agreement contains all covenants, stipulations and provisions agreed upon by CB&I and CLIENT and neither party shall be bound nor be liable for any statement, representation, promise or agreement not set forth herein. No changes, amendments or modifications of the terms hereof shall be valid unless reduced to writing and signed by the Parties.

18.0 SEVERABILITY. Every part, term or provision of this Agreement is severable from all others, and notwithstanding any possible future finding by duly constituted authority that a particular part, term or provision is invalid, void or unenforceable, this Agreement has been made with the clear intention that the validity and enforceability of the remaining parts, terms and provisions shall not be affected thereby.

19.0 CONSEQUENTIAL AND OTHER DAMAGES. Notwithstanding anything to the contrary in this Agreement, CB&I and its subcontractors and vendors of any tier shall not be liable for consequential, special, indirect, incidental, remote or punitive loss, cost or damage or any loss of use, loss of profits, loss of
revenues, or loss of product or production, REGARDLESS OF WHETHER CAUSED OR BROUGHT ABOUT BY THE NEGLIGENCE (WHETHER ACTIVE, PASSIVE, SOLE, JOINT, OR CONCURRENT) OF ANY OF THEM OR ANY OTHER THEORY OF LEGAL LIABILITY. The limitation of liability shall apply to CB&I and its affiliates and their respective successors and assigns.

20.0 APPLICABLE LAW AND DISPUTE RESOLUTION. This Agreement shall be deemed to be made in Texas and shall be construed and governed under the laws of the State of Texas. The Parties agree that any dispute in connection with this Agreement shall be resolved either by senior management negotiation or, in the event negotiation is unsuccessful, by litigation in the state or federal courts of Harris County, Texas, and the Parties agree to the personal and subject matter jurisdiction of said courts.

21.0 LIMITATION OF LIABILITY Notwithstanding anything to the contrary in this Agreement, the maximum aggregate liability of CB&I as a result of any claims, demands, losses, or damages of any kind arising under or in any way connected with this Agreement or the Services, whether arising in breach of contract, warranty, tort (including negligence) or any other legal theory, shall not exceed the total compensation received by CB&I pursuant to this Agreement.

22.0 Order of Precedence
In the event of a conflict between this Agreement and the exhibits referenced herein ("Exhibits") or any addendum, attachment, appendix or other additions hereto, such conflict shall be resolved by giving precedence in the following order: Exhibits, Agreement, other.

IN WITNESS WHEREOF, CB&I and CLIENT have executed this Agreement on the day and year first above written.

Client: ________________________________

By: ________________________________

Signed: ________________________________

Title: ________________________________

By: ________________________________

Signed: ________________________________

Title: ________________________________