

FINANCE COMMITTEE

JANUARY 15, 2020

7:00 pm

Aldermanic Chamber

---

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

- From: Dan Kooken, Purchasing Manager  
Re: Scheduled Replacement of Ladder Truck (Value: \$1,311,817)  
Department: 152 Fire Rescue; Fund: Cerf
- From: Dan Kooken, Purchasing Manager  
Re: Contract For HL Turner Engineering, Permitting and Inspection Services for Jackson Falls Turbine Replacement (\$442,521); Department: 181 Community Development; Fund: Bond
- From: Dan Kooken, Purchasing Manager  
Re: Contract for Purchase of One (1) New Bobcat Skidsteer (Value: \$68,800); Department: 166 Parking Operations; Fund: Cerf
- From: Dan Kooken, Purchasing Manager  
Re: Contract for Design and Construction for the Division of Public Works Facility (Value: \$997,204)  
Department: 160 Admin/Engineering; Fund: Bond
- From: Dan Kooken, Purchasing Manager  
Re: Tractor Replacement Including Attachments (Value: \$121,985); Department: 177 Parks and Recreation; Fund: Cerf
- From: Dan Kooken, Purchasing Manager  
Re: Contract for WWTF - 20 Year Facility Study (Value: \$300,000); Department: 169 Wastewater; Fund: Wastewater
- From: Dan Kooken, Purchasing Manager  
Re: Contract for Phase III Landfill – Engineering Amendment #1 (Value: \$89,700); Department: 168 Solid Waste; Fund: Solid Waste
- From: Dan Kooken, Purchasing Manager  
Re: Contract for Phase III Landfill – Construction Change Order #2 (Value: \$191,271); Department: 168 Solid Waste; Fund: Solid Waste

UNFINISHED BUSINESS - None

NEW BUSINESS – RESOLUTIONS - None

NEW BUSINESS – ORDINANCES - None

RECORD OF EXPENDITURES

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

"The Gate City"

January 9, 2020  
Memo #20-074

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: SCHEDULED REPLACEMENT OF LADDER TRUCK (VALUE: \$1,311,817)  
DEPARTMENT: 152 FIRE RESCUE; FUND: CERF

Please see the attached communication from George A. Walker, Assistant Chief to Chief Brian D. Rhodes dated January 6, 2020 for 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.

This purchase is contingent upon the Bond Resolution being approved in February.

Nashua Fire Rescue and the Purchasing Department recommend the award of this purchase in the amount of \$1,311,817 to **Allegiance Fire and Rescue of Walpole, MA.**

Respectfully,

Dan Kooker  
Purchasing Manager

Cc: B. Rhodes S. Buxton J. Graziano



**Nashua Fire Rescue**  
Administrative Office  
70 East Hollis Street, Nashua, NH 03060  
[www.nashuafire.com](http://www.nashuafire.com)

Deputy Chief Steve M. Buxton  
Group 2 Shift Commander  
Nashua Fire Rescue  
(603) 594-3636  
[BuxtonS@nashuanh.gov](mailto:BuxtonS@nashuanh.gov)

---

To: Brian D. Rhodes, Chief of Department  
From: Steve M. Buxton  
Date: January 2, 2020  
Re: Aerial Ladder Replacement

Chief Rhodes,

The City of Nashua with input from Nashua Fire Rescue has crafted a Capital Equipment Reserve Fund (CERF) schedule for the replacement of the organization's capital equipment. Within this schedule Nashua Fire Rescue is currently due to replace an aerial ladder.

Attached you should find pricing for this replacement vehicle and the associated equipment for the vehicle up fit. The total carried within the CERF schedule for replacement is \$1,389,150.00. With your approval we will move forward with the purchase of a 2020 Pierce Arrow XT Aerial with associated equipment. The total purchase for vehicle and up fit comes to \$1,311,817.00.

The vendor we will utilize for the vehicle purchase and up fit is Allegiance Fire and Rescue of Walpole Massachusetts. They are the regional Pierce dealer, and participate in the HGAC program.

If you have any question or concerns please feel free to contact me.

Respectfully submitted,

Steve M. Buxton  
Deputy Fire Chief  
Nashua Fire Rescue



2181 Providence Highway  
Walpole, MA 02081  
508.668.3112  
www.AllegianceFR.com

January 6, 2020

City of Nashua Fire Rescue  
Deputy Chief Steve Buxton  
70 East Hollis Street  
Nashua, NH 03060

Deputy Buxton,

Per our recent conversation and your request, this is a letter outlining the costing of your Ladder 3 replacement project. As we have discussed this price is good thru January 31, 2020 before we would realize a three percent price increase. This represents a savings of about thirty-four thousand dollars.

As I will list on the HGAC formal quote documents along with our customary bid presentation, the total value of this apparatus, the requested loose equipment, a one-hundred percent prepayment, the trade in of your 1995 Pierce Ladder truck and all applicable discounts / concessions will be;

One Million, Three-Hundred-Eleven Thousand, Eight-Hundred and Seventeen Dollars  
(\$1,311,817.00)

Please feel free to contact me with any questions and I will, upon your request, complete the formal presentation binder with in 48 hours so we can proceed forward with the contract signatures.

Thank you

A handwritten signature in black ink that reads "Bill O'Connor". The signature is written in a cursive style and is positioned above a horizontal line.

Bill O'Connor, VP Sales & Marketing  
Allegiance Fire & Rescue  
2181 Providence Highway  
Walpole, MA 02081  
518-275-9705



**ALLEGIANCE**  
**FIRE & RESCUE**

City of Nashua Fire & Rescue  
70 East Hollis Street  
Nashua, New Hampshire 03060

January 9, 2020

**PROPOSAL BID# 486**

FOR FURNISHING



FIRE APPARATUS

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Allegiance Fire & Rescue at its home office in Walpole, Massachusetts, the apparatus and equipment herein named and for the following prices:

One (1) Pierce ® Arrow XT 105' Heavy Duty Ladder \$ 1,356,846.00

OPTION – If a 100 % prepayment in the amount of \$1,321,817.00 is remitted to Allegiance Fire & Rescue within fifteen (15) days of a fully executed contract, the balance due at time of delivery will be 0.00. This represents a discount savings of \$35,029.00.

The above amount reflects HGAC contract pricing and is valid until the end of Business on January 31, 2020.

Trade in allowance for the 1995 Pierce Lance L4 you may deduct ----- \$ (10,000.00)

TOTAL \$ \_\_\_\_\_

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 200 working days after receipt of this order and the acceptance thereof at our office at Walpole, Massachusetts, and to be delivered to you at the Nashua Fire & Rescue Department, Nashua, NH

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

**ALLEGIANCE FIRE & RESCUE**

By: William K. O'Connor  
William K. O'Connor- VP Sales & Marketing



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

January 9, 2020

Memo #20-075

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR HL TURNER ENGINEERING, PERMITTING AND INSPECTION  
SERVICES FOR JACKSON FALLS TURBINE REPLACEMENT (\$442,521)

DEPARTMENT: 181 COMMUNITY DEVELOPMENT; FUND: BOND

Please see attached communication from Sarah Marchant, Community Development Division Director, dated December 19, 2019 for information related to this contract award.

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

The Community Development Department and the Purchasing Department recommend the award of this contract to **H.L. Turner Group of Concord, NH** in an amount of **\$442,521**.

Respectfully,

Dan Kooker  
Purchasing Manager

Cc: S. Marchant J. Graziano

# City of Nashua

## Community Development Division

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

Community Development	589-3095
Planning and Zoning	589-3090
Building Safety	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Transportation Department	880-0100
Waterways	589-3092
FAX	589-3119
<a href="http://www.nashuanh.gov">www.nashuanh.gov</a>	

Date: December 19, 2019

To: John Griffin, CFO; Daniel Kookan, Purchasing Manager

From: Sarah Marchant, Community Development Division Director

Re: Jackson Mills Turbine, Generator and Controls (TGC) Replacement

---

### Background

The City of Nashua became the owner/operator of the Jackson Mills hydroelectric facility in January of 2015, after the 30 year lease with the operator expired. This one megawatt facility produces an average of 4,000,000 kwh of clean power per year which the City net meters to maximize revenue. This facility was originally built in 1984 and as such is in need of replacement of the turbine, generator and major controls. The project has been repaired twice since 2015 in an attempt to keep it going until we can get started on a replacement.

### Bond Authorization

In preparation for the replacement the Mayor and Board of Aldermen passed R-19-142 authorizing the issuance of bond for improvements to both Mine Falls and Jackson Mills hydro projects. The issuance of the bond specifically included a new turbine, generator and replacement controls (TGC) at Jackson Mills.

### Turbine Replacement

Turbine technology has changed since the 1980s and the existing custom turbine cannot simply be duplicated. In partnership with our operator Essex Power Services and sub-consultant HL Turner Group, the TGC replacements were put out to bid in the spring of this year. In total we received five submissions from AmJET Turbine, Mavel, NORCAN, Ossberger(Zeco) and Rickly Propel. The team reviewed the proposals based on cost (including general construction to make a new unit fit), reliability and generation capability/technology. The top three vendors were narrowed down to Ossberger (Zeco), AmJET and Mavel. With these three vendors a more detailed feasibility analysis of the exact scope of product, costs, guaranteed power and energy estimates was completed. Through the above process one vendor, Mavel, rose to the top of the analysis as the best solution for the Jackson Mills project.

### Engineer of Record

With a TGC vendor selected, we then turned our attention to an engineering firm with the experience and capabilities to implement the removal of the existing TGC and installation of a suitable replacement including design, permitting, and construction administration. There are a limited number of experienced engineering firms in New England that have expertise in hydro facilities. Additionally, H.L Turner Group has extensive involvement with the Jackson Mills dam and hydroelectric facility including installation of the original hydro facility and the conversion of the dam to a hydraulic crestgate in 2012. In accordance with NRO 5-83 Professional Services

competitive bidding shall not be required for specialized services when evaluated in the context of that NRO.

The City, in conversations with Essex Power Services, solicited HL Turner Group as the Engineer of Record for the project. Discussions with Pennichuck who recently went out for bid for a major dam project, support the high quality performance of HL Turner Group.

### Timeline

The timeline of this project is extremely sensitive to completing the work in low flow conditions, generally late summer into early fall. As such, part of selecting a general contractor is their ability to deliver the installation during the summer and fall of 2020 or we risk having to postpone the project for a full year.

Attached is the scope of work HL Turner Group will provide. After many months of analysis the Community Development Division recommends awarding the contract for the Engineer of Record for the Jackson Mills Hydroelectric Turbine, Generator and Controls replacement to HL Turner Group of Concord, NH in the amount of \$442,521.



## CONTRACT FOR PROFESSIONAL SERVICES

---

### JACKSON MILLS HYDRO TURBINE/GENERATOR/CONTROLS UPGRADE PROJECT

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, CITY HALL, NASHUA, NH 03060  
AND

THE H.L. TURNER GROUP INC.  
and its successors, transferees and assignees (together "Professional Engineer")

---

NAME AND TITLE OF PROFESSIONAL ENGINEER

27 LOCKE ROAD, CONCORD, NH 03301

---

ADDRESS OF PROFESSIONAL ENGINEER

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of a Professional Engineer; and

WHEREAS, it is deemed that the services of a Professional Engineer herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

WHEREAS, Professional Engineer represents it is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

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

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

Exhibit A--General Conditions for Contracts

Exhibit B--Scope of Services, Contract Time, Fee Schedule

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

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

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

**SCOPE OF WORK:**

Generally, the Jackson Mills Hydro Turbine/Generator/Controls (TGC) Upgrade Project involves the removal of the existing hydroelectric TGC system and its replacement with modern TGC equipment. Ancillary to the primary work of TGC equipment upgrading will be structural modifications to the existing powerhouse involving concrete demolition and reconstruction; and new powerhouse electrical and mechanical services. To accomplish this work, an earthen temporary river cofferdam will be utilized. This work is more specifically described in a separate Agreement between Bancroft Contracting Corporation and the City of Nashua.

The subject of this Contract for Professional Services (engineering and technical) is the attendant engineering design, construction/environmental permitting and construction administration/project commissioning. The summary description of these services is described in Exhibit B – Scope of Services, Contract Time, and Fee Schedule by The H.L. Turner Group Inc., dated November 8, 2019 that is attached and incorporated herein by reference as Exhibit B to this Agreement.

**3. PERIOD OF PERFORMANCE.** Professional Engineer shall perform and complete all work by **September 17, 2021.** Date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract.

**4. COMPENSATION.** Professional Engineer agrees to perform the work for a Lump Sum total cost of **FOUR HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED TWENTY-ONE DOLLARS**  
**(\$442,521.00)**

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

Unless Professional Engineer has received a written exemption from the City of Nashua, Professional Engineer shall submit requests for payment for services performed under this agreement in accordance with the values stated in the Agreement. Such requests shall be supported by such data substantiating the Professional Engineer's right to payment as the City of Nashua may reasonably require. Professional Engineer shall submit requests for payment for services performed under this agreement as follows:

➤ Electronically via email to [VendorAPInvoices@NashuaNH.gov](mailto:VendorAPInvoices@NashuaNH.gov)

**OR**

➤ Paper Copies via US Mail to:

**City of Nashua, City Hall  
Accounts Payable  
229 Main Street**

Nashua, NH 03060

*Please do not submit invoices both electronically and paper copy.*

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

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

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

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

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

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

CITY OF NASHUA REPRESENTATIVE: PROFESSIONAL ENGINEER REPRESENTATIVE:

Deb Chisholm, Waterways Manager	Paul M. Becht, PE, Vice President
City of Nashua	The H.L. Turner Group Inc.
229 Main Street	27 Locke Road
Nashua, NH 03060	Concord, NH 03301

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



**EXHIBIT A**  
**TABLE OF CONTENTS**  
**GENERAL CONDITIONS**

1. DEFINITIONS	GC--2
2. PROFESSIONAL ENGINEER STATUS	GC--2
3. STANDARD OF CARE	GC--2
4. CITY OF NASHUA REPRESENTATIVE	GC--3
5. CHANGES TO SCOPE OF WORK	GC--3
6. CITY OF NASHUA COOPERATION	GC--3
7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES	GC--4
8. TERMINATION OF CONTRACT	GC--4
9. DISPUTE RESOLUTION	GC--6
10. NO DAMAGES FOR DELAY	GC--7
11. INSURANCE	GC--7
12. INDEMNIFICATION	GC--8
13. FISCAL CONTINGENCY	GC--8
14. COMPENSATION	GC--8
15. COMPLIANCE WITH APPLICABLE LAWS	GC--8
16. NONDISCRIMINATION	GC--9
17. ENDORSEMENT	GC--9
18. ASSIGNMENTS, TRANSFER, DELEGATION, OR SUBCONTRACTING	GC--9
19. CITY INSPECTION OF CONTRACT MATERIALS	GC--10
20. DISPOSITION OF CONTRACT MATERIALS	GC--10
21. PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS	GC--10
22. FINAL ACCEPTANCE	GC--11
23. TAXES	GC--11
24. NON-WAIVER OF TERMS AND CONDITIONS	GC--11
25. RIGHTS AND REMEDIES	GC--12
26. PROHIBITED INTERESTS	GC--12
27. THIRD PARTY INTERESTS AND LIABILITIES	GC--12
28. SURVIVAL OF RIGHTS AND OBLIGATIONS	GC--13
29. SEVERABILITY	GC--13
30. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT	GC--13
31. CHOICE OF LAW AND VENUE	GC--13

## **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, subconsultants, 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, subconsultants, 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, subconsultants, 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 shall use reasonable care to comply with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements in effect at the time services are rendered, which to the best of Professional Engineer knowledge, information and belief applies to Professional Engineer's obligation under this agreement. 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 Engineer. All future questions Professional Engineer may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Professional Engineer's question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Professional Engineer prior to having received the City of Nashua's resolution shall be at Professional Engineer's risk and expense. 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 of the City of Nashua. Professional Engineer is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

## 8. **TERMINATION OF CONTRACT**

**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. 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 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.
4. 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.
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 under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a 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, if requested in writing by either the City of Nashua or the Professional Engineer within 14 days after the 30 days described above, the parties shall attempt to resolve the dispute by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties, which agreement shall not be unreasonably withheld. If the parties cannot agree to a mediator within 30 days or the dispute cannot be settled within a period of thirty (30) days with the mediator, 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.**
- \$5,000,000 Profession 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 General Liability, Automobile Liability and Workers' Compensation insurance requirements as the Professional Engineer. Those subcontractors involved in design and implementation of electrical/mechanical systems at the site shall also maintain Professional Liability insurance. It shall be the Professional Engineer's responsibility to ensure compliance of these requirements.

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 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, attorney's fees, costs and expenses of any kind or nature in any manner to the extent caused by any negligent act, error or omission, 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 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 use reasonable care to 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 "Title 41" Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

Professional Engineer agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and subconsultants 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.

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, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
20. **DISPOSITION OF CONTRACT MATERIALS.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to 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.

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 (including those remitted to the City of Nashua by Professional Engineer pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to 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, non-contractual, 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 or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

27. **THIRD PARTY INTERESTS AND LIABILITIES.** The City of Nashua and 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.

32. **CLIENT RESPONSIBILITIES**

1. To contract with Mavel Americas, Inc. in a timely manner that allows for sufficient time to engineer and permit the project and for delivery of the TGC system to the project site.
2. Provide access to the project site and to the City's records concerning the Jackson Mills Hydroelectric Project; plus the City's GIS and land map records showing existing above and below ground utilities, property lines, and permanent easements and right-of-way at and adjacent to the project site.
3. The City is responsible for all permitting fees for the project.
4. Assistance in obtaining any temporary easements.

**EXHIBIT B**  
**HL Turner Scope of Services**  
**Jackson Mills Turbine/Generator/Controls Upgrade Project**  
**Nashua, New Hampshire**

The Jackson Mills Hydroplant Turbine/Generator/Controls Upgrade Project ("project") is the subject of Agreements between the City of Nashua and Bancroft Contracting Corporation and the City of Nashua and Mavel Americas. Project work is described in that Agreement along with a general description of the Engineer's role representing the City of Nashua.

This scope references and includes the responsibilities for the "Engineer" as identified in the Nashua/Bancroft Agreement (Article 9 – Engineer's Status during Construction) and other references to the Engineer's duties representing the City as identified throughout the City/Bancroft and City/Mavel Agreements.

**SCOPE OF SERVICES**

A. General Overview of Services

The H.L. Turner Group Inc. (The Turner Group or "we") also known as the Engineer of Record (EOR) and "Engineer" in project documents shall: acquire data; perform research; perform site surveys and investigations; perform hydraulic, structural, mechanical, electrical, civil, and architectural analyses and design; prepare opinions of cost; perform estimated economic analyses, prepare project schedules; prepare construction documents, drawings, and specifications; prepare regulatory permit applications and required back-up information; participate in contract negotiations for the turbine/generator/controls equipment (TGC) package; participate in regulatory and legal mitigations; make presentations; prepare reports; perform construction administrative services; perform all other work specified herein; and perform any other related services that would normally be required to implement the removal of the existing turbine/generator/controls (TGC) and installation of a suitable hydroelectric generating facility at the Jackson Mills site.

B. Standard Scope of Services

1. Acquisition and Review of Data

Gather data and available information pertinent to the project, including previous drawings and reports, regulatory requirements, and any other data relative to the design and construction of the project. Verify the accuracy of

drawings and other information forwarded by or to the City pertaining to the project.

**2. Turbine/Generator/Controls (TGC) Coordination**

The Turner Group will review and provide comments to the City regarding the final TGC purchase contract.

The Turner Group will verify and coordinate all final TGC equipment designs/specifications criteria with Mavel Americas before their initiation with the TGC equipment design. This coordination will extend to the civil, structural, mechanical and electrical of the powerhouse, intake, and tailrace project features.

The Turner Group will monitor the progress of Mavel's work and supply against the City/Mavel contract schedule and costs.

The Turner Group will review, comment, and approve shop drawings and materials to be used by Mavel in the manufacturing of the TGC equipment.

The Turner Group will respond to Requests for Information (RFIs), Submittals, Change Orders (CO), Construction Change Directives (CCD), Field Observation Reports (FOR), Punch Lists, Specifications, Work Authorizations, and other communications from Mavel throughout the project schedule.

Review the turbine/generator purchase contract and provide comments to City.

**3. Site Investigation and Surveys**

Investigate existing conditions of the site and facilities. An existing site plan shall be developed from a detailed survey of the entire site area. We shall retain the services of a registered surveyor to perform this service. The plans shall include dimensions and description of existing facility, property boundary, easements, right-of-way, topographic, and utility locations; or as needed to accomplish an appropriate site plan for construction.

We shall visit the project site and perform investigation and analyses to ascertain the suitability of incorporating equipment into the project development scheme. We shall conduct analyses sufficient to accomplish hydraulic design, foundation design, stability analysis, seepage analyses, and to recommend methods to control water and stability during construction. The Turner Group shall retain the services of a geotechnical engineer to assist in the evaluation of the existing site conditions for a suitable foundation design.

Soil/rock borings may be required as part of this investigation, if deemed necessary by the design team.

#### 4. Plant Design and Construction Documents

We shall perform professional services as hereinafter stated including customary, civil, structural, hydraulic, mechanical, and electrical services and customary architectural services in connection with the preparation of construction documents for the installation of the TGC.

The Turner Group shall provide civil engineering services including: civil design and layout of plant structures and facilities, municipal, state and FERC permitting as may be required including FERC Quality Control Implementation Program (QCIP) and Temporary Construction Emergency Action Plan (TCEAP); as well as utilities and other improvements; analyses of hydraulic structures; design of foundations and retaining structures, intake and tailrace gate or stoplog structures; and structural analyses and design of reinforced concrete, structural steel, and timber.

We shall perform general civil engineering and architectural services sufficient to design and develop specifications for the procurement of the materials and accessories required therein.

The Turner Group and their Electrical Subconsultant (i.e. Waldron Engineering, Lee F. Carroll, PE, or Bancroft Contracting Company Electrical Engineering Subcontractor) shall perform general mechanical, electrical, and systems design services sufficient to design site and station utility, and protection services and systems, and to develop specifications for the procurement of the equipment and systems contained therein.

The Electrical Subconsultant shall perform electrical analyses and design sufficient to develop a power transmission, metering, and protection scheme acceptable to the interconnecting utility, plus all station electrical service needs for final utility approval. Design and installation drawings shall be prepared. We shall prepare drawings of the powerhouse including demolition and structural restoration drawings as needed to fit the TGC inside the existing footprint as best as practicable and equipment arrangements. Provide plan, elevation and sectional views of the powerhouse, including arrangement of

turbines, generators, control gates, switchgear, control panels, all other auxiliary mechanical and electrical equipment, and other space provisions.

We shall prepare documentation for start-up and testing procedures and requirements.

C. Regulatory Applications

In coordination with and on behalf of the City of Nashua, The Turner Group will obtain all federal, state and City permits, exemption certifications, and approvals for construction. Services shall include the preparation and submittal of applications and general technical assistance.

The Turner Group shall investigate and inform the City of the requirements by the Federal Energy Regulatory Commission (FERC). The Turner Group shall prepare and submit on behalf of the City the appropriate FERC required project documentation including a temporary emergency action plan (TCEAP) and quality control inspection plan (QCIP).

D. Construction Administration Services

The following services shall be provided by The Turner Group and their Subconsultants.

1. Review and approve submittal drawings, samples, and other submissions of the Vendors and Contractor for general conformance to the design concept of the project and for general compliance with the contract documents.
2. Preview for general compliance with the contract documents and approve operation and maintenance manuals, construction schedules review, guarantees and warranties by the Vendors, Contractors, and certificates which are to be assembled and submitted by the Vendors and/or Contractors.
3. Prepare routine change orders, supplemental design information requests for information, and other documentation as required for construction and procurement associated with the project.
4. Perform customary field observation services during construction. Services shall include, visual observation, technical support, documentation,

assessment and review of: foundation subgrade, material and conditions; subgrade material placement, compaction and testing; concrete placement and testing; material and equipment samples, submittals and test data. On behalf of the City, The Turner Group will subcontract with testing companies who will provide quality assurance and quality control on materials being installed for, but not limited to, concrete reinforcement, concrete mixes, and mechanical air flow ventilation for the powerhouse. Electrical testing will be performed by our Electrical Subconsultant, as they and the governing utility deem necessary to confirm compliance with regulatory requirements. The Turner Group fee shall include construction testing including: concrete, geotech, and final "Third Party" electrical testing of protective relays per the utility approvals for the project.

5. Be present at the project site to observe and document critical activities, including: excavation, construction, assembly, installation, monitoring and testing.
6. During the manufacture and factory testing of the turbine/generator equipment, The Turner Group may visit the manufacturing and testing facilities to visually inspect, monitor, and document the progress schedule, workmanship, specification compliance, operation and performance testing, and operating characteristics.
7. Assist and participate in the initial start-up, testing, and commissioning of the project, including, but not limited to: training personnel, check-out and testing of mechanical, electrical instrumentation, and control systems; turbine performance confirmation, and general preparation of the facility for operational readiness.
8. Review the Contractor's request for progress payments; advise the City as to the extent of the work completed in accordance with the terms of the contract documents as of the date of the Contractor's payment request; and issue for processing by the City certificates for payment in the accepted amount.
9. Prepare and submit to the City a Weekly Construction Progress Report. Project reporting to include: 1). weekly project meeting minutes, 2). field observation reports with photos, and 3). a monthly report including 1). and 2). plus a schedule and budget report. The report shall summarize all events

associated with the construction of the project during the past week, including, but not limited to: ongoing discussions with the City of Nashua, state/federal agencies, and other interested parties; description of and reason for any construction delays or accelerations, problems encountered, corrective action (taken or proposed), and change orders under consideration or approved; proposed and approved changes in project design, drawings, and specifications; description of construction, material, and equipment defects and proposed or completed rectification; documents, samples, and test data submitted and approved or rejected, issuance of revised or additional drawings and specifications; current construction progress schedule; and a monthly progress payment request in accordance with the terms of compensation outlined herein.

10. Conduct a final review to determine if the project is substantially complete, provide a written determination that the project has been completed in general accordance with the contract documents and the Contractor has substantially completed all of the contract obligations. Upon satisfactory review, the Turner Group shall prepare a Certificate of Completion and submit to the City for processing and approval.
11. Transmit to the City all Vendor guarantees, affidavits, releases, bonds, and waivers to be furnished by the Contractor and the equipment supplier during the course of project construction.
12. Upon completion of the construction and successful operation of the project, The Turner Group shall prepare a final report documenting the as-built condition of the project. The final project report shall summarize all change orders issued during the Design and Construction phases of the project. Change orders generating a change in the scope of the project, or modifications to the drawings and specifications shall be identified. The final project report shall document all modifications during the construction, "as-built" drawings, start-up, testing, or initial operation phase of the project which resulted in changes in design criteria, design and engineering analyses, plant performance, plant operating scheme, or the power sales scheme.

E. Documentation and Presentation

1. Submittals and Approvals

The Turner Group shall prepare specific drawings necessary for construction of the new powerhouse and installation of the new turbine/generator and ancillary equipment.

Drawings for this project will include (as needed), and may be limited to the following:

- Existing Conditions Site Plan(s)
- Existing Conditions Intake Plan
- Existing Conditions Section(s)
- Existing Conditions Powerhouse Floor Plan
- Existing Conditions Roof Plan
  
- Mavel General Arrangement Plan
- Mavel Waterway Passage Plan
- Mavel TGC Plan(s)
- Mavel Sections
- Mavel Details
- Mavel Mechanical Equipment Plan
- Mavel Electrical Equipment Plan
- Mavel TGC Controls Plan
- Mavel TGC Controls Plan Details
  
- Proposed Site Plan(s)
- Proposed Powerhouse & Intake Plan
- Proposed Powerhouse Section
- Proposed Powerhouse Floor Plan
- Proposed Powerhouse Roof Plan
- Proposed Powerhouse Sections
- Proposed Powerhouse Details
- Proposed Powerhouse Electrical Plan(s)
- Proposed Electrical Transformer Building

- Proposed Plan, Section & Details
- Proposed Powerhouse HVAC Plan, Section & Details

The Turner Group shall prepare a preliminary draft of the following project documents: final project report, construction specifications, and other miscellaneous project documents, including, project design criteria, project development schedule, and regulatory applications. We shall submit all final reports, manuals and regulatory applications for final review and approval.

Regulatory permits for this project include, but may not be limited to the following:

Federal

- US Army Corps of Engineers
- FERC:
  - Cofferdam, Erosion & Sediment Control, TCEAP, QCIP
  - 90-Day Pre-Construction Plans & Specifications

State

- NHDES:
  - Wetlands (NHF&G / USFWS)
  - WQ Certification
  - Alteration of Terrain

City

- Planning Board (Site Plan Approval)
- Conservation Commission
- Historic District Commission
- Floodplain Development
- City Building Permit (supporting drawings, etc.; as required)
- Electrical permits per Bancroft (BCC)

We shall be responsible for the dissemination of project documentation to the City, regulatory agencies, and other interested parties approved by the City. We shall be responsible for all project communication and correspondence with

regulatory agencies, the equipment supplier, the Contractor, the interconnecting utility, and all other required stakeholders.

2. Meetings and Presentations

The Turner Group shall attend project progress and review meetings and provide discussion and documentation of contract work performed, work in progress, problems and obstacles encountered, solutions proposed, and a proposed work schedule. Project progress and review meetings shall be scheduled at an appropriate time and will include meeting minutes/notes to memorialize the discussions. During construction The Turner Group shall attend weekly progress meetings.

This proposal includes an adequate budget to meet with, respond to, and resolve project issues relative to: local, state and federal regulatory approvals; environmental and competitive use; power interconnection; and equipment procurement.

We will provide the above scope for a **Lump Sum Price of \$442,521**. Invoices will be submitted monthly as a percentage of the completed work. The breakdown is as follows:

Engineering Designs:

Structural, Civil, Survey, Electrical, Geotech Engineering, Project Management.....	\$212,410
Agency Permitting (Local, State, Federal) .....	\$91,205
Construction Administration: (Structural, Civil, Geotech, Electrical, Project Management, Commissioning, Final Close-Out) .....	<u>\$138,906</u>

**Design & CA Subtotal \$442,521**

Any additional work which may be required beyond the scope for customary engineering, design, permitting and construction administration assistance for a TGC upgrade of a hydropower facility will be performed on a time and materials basis in accordance with the attached "**Standard Fee Schedule and Payment Terms**" dated January 1, 2019.

**SCHEDULE**

The schedule is dependent on the Agreement for the Jackson Mills Turbine/Generator/Controls Upgrade Project between the City of Nashua and Bancroft Contracting Corporation and the City of Nashua and Mavel Americas; as well as the delivery and installation of the turbine/generator equipment by Bancroft Contracting Corporation and Mavel Americas.



## \*STANDARD FEE SCHEDULE AND PAYMENT TERMS

\*This schedule only applies to "out-of-scope" and "additional services" all to be approved by the City first.

### FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate*</u> <u>\$ per Hour</u>
Principal .....	195
Associate .....	160
Senior Project Manager III.....	130
Senior Project Manager II .....	120
Senior Project Manager I.....	100
Project Manager.....	90
Associate Project Manager.....	80
Senior Project Engineer/Architect III.....	130
Senior Project Engineer/Architect II.....	110
Senior Project Engineer/Architect I.....	100
Project Engineer/Architect.....	90
Engineer/Architect .....	80
Associate Engineer/Architect .....	70
Senior Project Designer III .....	105
Senior Project Designer II .....	95
Senior Project Designer I.....	85
Project Designer .....	75
Designer .....	65
Associate Designer .....	55
Technical Word Processing III.....	75
Technical Word Processing II.....	60
Technical Word Processing I.....	45
Technical Aide .....	35

\* These rates are firm through the term of the contract. Expert Testimony Rates are 1.5 x Hourly Billing Rates.

### REIMBURSABLE EXPENSES AND OUTSIDE SERVICES

Transportation and Subsistence - Transportation and subsistence expenses will be billed at cost.

Outside Services - Outside services will be billed at cost. Examples of outside services ordinarily charged to projects are subcontractors; laboratory charges; outside printing and reproduction; shipping charges; rental vehicles; fares of public carriers; special fees for insurance certificates, permits, licenses, etc.; and state sales and use taxes. Field and specialty equipment will be billed at a daily, weekly or monthly rate, as needed for the project.

Other Expenses - Examples of other expenses are telecommunications charges, blueprints/plots, in-house copying and printing, software licensing fees, and data network fees.

### PAYMENT TERMS

Invoices will be submitted monthly unless specifically detailed otherwise in an accompanying contract or signed proposal.

All payments received shall be applied to the oldest invoices first.



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

January 9, 2019

Memo #20-073

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR PURCHASE OF ONE (1) NEW BOBCAT SKIDSTEER (VALUE:  
\$68,800)

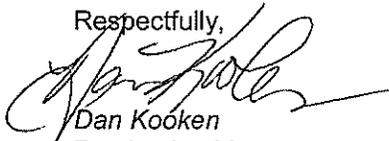
DEPARTMENT: 166 PARKING OPERATIONS; FUND: CERF

Please see attached communication from Tim Cummings, Director of Economic Development dated January 6, 2020 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 Director of Economic Development, the Fleet Manager and the Purchasing Department recommend award of this purchase in an amount of **\$68,800 to Bobcat of New Hampshire of Hudson, NH.**

Respectfully,



Dan Kooken  
Purchasing Manager

Cc: T Cummings J Graziano



# THE CITY OF NASHUA

*Economic Development Division – Parking Department  
Office of the Mayor*

*"The Gate City"*

TO: Dan Kooken, Purchasing Manager

FROM: Tim Cummings, Director of Economic Development

DATE: January 6, 2020

SUBJECT: Purchase of Equipment for Nashua Office of Economic Development Parking Department (Value: \$68,800.00)

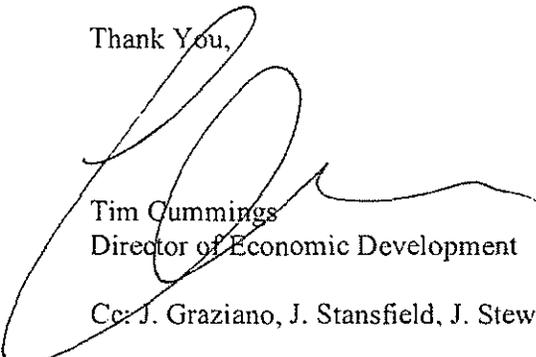
The new Bobcat Skidsteer S570 model will become the department's primary piece of equipment for use by parking maintenance for downtown sidewalk snow plowing and removal during the winter months and other parking maintenance activities during the remainder of the year. This equipment comes with all manufacturer's standard features, including those listed items on the attached Bobcat BID dated December 2, 2019. The equipment will carry a 5 year warranty along with a 5 year maintenance program.

This request is consistent with the City Capital Equipment Reserve Fund (CERF) detailed schedule.

The Bobcat Skidsteer S185 currently used by the Parking Department currently will become the department's secondary piece of equipment for use by parking maintenance for downtown sidewalk snow plowing and removal during the winter months and other parking maintenance activities during the remainder of the year.

The Fleet Manager and this Office recommend the purchase of this piece of equipment.

Thank You,



Tim Cummings  
Director of Economic Development

Cc: J. Graziano, J. Stansfield, J. Stewart



**THE CITY OF NASHUA**

*Administrative Services  
Purchasing Department*

*"The Gate City"*

November 19, 2019

**IFB0535-112919  
BOBCAT SKID-STEER LOADER  
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 change the Bid due date and time from Friday, November 29, 2019 at 3:00 p.m. to Monday, December 2, 2019 at 3:30 p.m. since November 29<sup>th</sup> is a City Holiday.**

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 Kooken  
City of Nashua -- Purchasing Manager  
[kookend@nashuanh.gov](mailto:kookend@nashuanh.gov)

**Addendum #1 received and incorporated into bid submittal for IFB0535-112919.  
Please sign and include this addendum in your bid package.**

  
\_\_\_\_\_  
(Authorized Signature)

12/2/2019  
\_\_\_\_\_  
(Date)

Bobcat of New Hampshire  
\_\_\_\_\_  
(Name of Firm)



# THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

November 5, 2019

## INVITATION FOR BID

### **Bobcat Skid-Steer Loader IFB0535-112919**

The City of Nashua Parking Department invites bids from qualified suppliers for one (1) new and unused, model year 2019 Bobcat Skid-Steer Loader. There will not be any vehicle traded in.

### INSTRUCTIONS TO BIDDERS:

The City is now accepting submittals electronically via Bid Express. Please review the attachments, *Bid Express Vendor Guide* and *Vendor Set-up Guide* for more information. If a Bidder chooses to submit a paper copy, they must submit in duplicate (one original and one copy) in sealed envelopes to the Central Purchasing Office, 229 Main Street, Room 11 Lower Level - Nashua, NH 03060 no later than **3:00pm, Friday, November 29, 2019**. Envelopes must be marked "Bobcat Skid-Steer Loader". Complete specifications are available on the Nashua web site, [www.nashuanh.gov](http://www.nashuanh.gov), under Services; Bid Opportunities; document IFB0535-112919. Results will be posted on our web site, under Bid Results, within three (3) hours of opening.

Bids must be submitted in the format provided and address the items specified in the bid package. Requested estimated total and average lapsed times must be supplied. This may have a bearing on award.

The City of Nashua may reject any or all of the bids on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any Bidder against the City of Nashua. The City reserves the right to waive any irregularities when the public interest will be served thereby. The City also reserves the right to negotiate any change or amendment in any bid without soliciting further bids if the action is necessary for the best interest of the City.

All bids are binding for sixty (60) days after bid opening. The City is exempt of all taxes. All bids must be FOB delivered, Nashua Parking Department, 229 Main Street, Nashua, NH 03060.

Pursuant to NRO 5-78 (F), the purchasing manager shall not solicit a bid from a contractor who is in default on the payment of taxes, licenses or other monies due the city. Therefore, this bid request is void as to anyone who is in default on said payments.

Questions on this Invitation for Bid must be submitted in writing to:

Dan Kooken  
City of Nashua Purchasing Manager  
[kookend@nashuanh.gov](mailto:kookend@nashuanh.gov)

Respectfully,

Dan Kooken  
Purchasing Manager  
City of Nashua  
[kookend@nashuanh.gov](mailto:kookend@nashuanh.gov)

IFB0535-112919 Bobcat Skid-Steer Loader

229 Main Street • Nashua, New Hampshire 03061 • Phone (603) 589-3330 • Fax (603) 589-3233

**BID SPECIFICATIONS**  
**IFB0535-112919**

**TITLE: Bobcat Skid-Steer Loader**  
Quantity: 1  
Nashua Parking Department, 229 Main Street, Nashua, NH 03060

The City of Nashua Parking Department invites bids from qualified suppliers for one (1) new and unused, model year 2019 Bobcat Skid-Steer Loader S570 T4 with equipment as specified.

**List the exact manufacturer specifications for the vehicle you are bidding for in each of the categories listed.** If any additional information is to be supplied regarding any item, please indicate beside the item and type the information on pages to be attached to the bid submittal. Failure to respond to any item may be cause for the bid to be rejected as "non-responsive". Inclusion of manufacturer's specifications will *not* be considered as a substitute for filling in the specifications. It is encouraged that the bid be supplemented by the manufacturers printed literature. You are encouraged to elaborate on any aspect of the vehicle not listed in the bid specifications but such explanations should be typed on supplemental bid paperwork. Equipment bid must be new and unused and model year 2019 and must be road compliant

**All shipping costs must be included in the bid.** The vehicle is to be delivered to:

Nashua Parking Department  
229 Main Street  
Nashua NH 03060

The following specifications are minimum guidelines and, as noted above, **must be filled in completely:**

SPECIFICATIONS	MANUFACTURERS SPECIFICATIONS & PRICING
S570 T4 Bobcat Skid-Steer Loader	<u>Bobcat S570 Skid Steer Loader \$38,550.00</u>
61.0 HP Tier 4 Turbo Diesel Engine	
Auxiliary Hydraulics: Variable Flow	
Backup Alarm	
Bob-Tach	
Bobcat Interlock Control System (BICS)	
Controls: Bobcat Standard	
Cylinder Cushioning - Lift, Tilt	
Engine/Hydraulic Systems Shutdown	
Glow Plugs (Automatically Activated)	
Horn	
Instrumentation: Engine Temperature & Fuel Gauges, Hourmeter, RPM and Warning Lights	
Lift Arm Support	
Lift Path: Vertical	
Lights, Front & Rear	
Operator Cab	
• Includes: Adjustable Suspension Seat, Top & Rear Windows, Parking Brake, Seat Bar & Seat Belt	

- Roll Over Protective Structure (ROPS) meets SAE-J1040 & ISO 3471
- Falling Object Protective Structure (FOPS) meets SAE-J1043 & ISO 3449, Level I; (Level II is available through Bobcat Parts)

Spark Arrestor Exhaust System

Tires: 10-16.5, 8 PR, Bobcat Standard Duty

Warranty: 2 years, or 2000 hours whichever occurs first

## A51 Option Package

Cab Enclosure with Heat and AC

Bobcat A51 Package (Meets Specification)

Additional Items:

Selectable Joystick Controls (SJC)	Meet- Included in Base
Hydraulic Bucket Positioning	Meet- Included in Base
Telematics US	Meet- Included in Base
68" Light Material Bucket	\$1,500.00
SB200 Snowblower - 60" Width	\$6,000.00
Attachment Control, 7 Pin (M- and M2-Series)	Meet- Included in Base
6.2 Hyd Motor Package (16.5 - 21 gpm)	Meet- Included in Snowblower Price
60" Snow V-Blade, 7 Pin	\$4,100.00
60" Sweeper	\$4,400.00
Two Speed SJC	Meet- Included in Base
Hydraulic Bucket Positioning	Meet- Included in Base
Winter Foam Filled Tire Set with Rims	\$3,000.00
Magnetic Lightbar with strobes	\$250.00
Strobe Lights – front and rear	\$1,150.00
Plastic Protectors for attachments	\$1,000.00
Side Lights – both sides	\$250.00
Rear Back Up Camera	\$700.00
Rearview Mirror	N/A Rearview mounts at same location as camera.
License Plate Holder	\$100.00
<b>Total Equipment Price</b>	<b>\$61,000.00</b>

Optional Packages must include program details and specific coverage:

Warranty Plan Option 2 year plan	Included in Base Price
Warranty Plan Option 5 year plan	\$2,800.00
Maintenance Program Plan for up to 2 years	\$2,500.00
Maintenance Program Plan for up to 5 years	\$5,000.00

**IFB0535-112919**

IFB0535-112919 Bobcat Skid-Steer Loader

229 Main Street • Nashua, New Hampshire 03060 • Phone (603) 589-3230 • Fax (603) 589-3233

3

BID SUMMARY SHEET

TITLE: Bobcat Skid-Steer S570 T4 with options as specified above.

QUANTITY: One (1)

Delivered to: Nashua Parking Department, 229 Main Street, Nashua, NH 03060

Model year: 2019

Bobcat Skid-Steer S570 T4 \$ 61,000.00

Warranty 2 year \$ Included

Warranty 5 year \$ 2,800.00

Maintenance Program 2 year \$ 2,500.00

Maintenance Program 5 year \$ 5,000.00

Manufacturer's printed literature included:  Yes  No

Manufacturer's standard warranty included  Yes  No

Delivery: Net 30 Days  ARO

Please list and explain those Bid Specification items that you are not in compliance with:

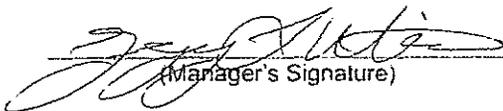
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For additional exceptions and/or comments, please attach additional paperwork to this bid submittal.

DEALERSHIP NAME & ADDRESS: Bobcat of New Hampshire  
2 Tracy Lane  
Hudson, NH 03051

PHONE: (603) 579-9955 FAX: (603) 579-4747

E-mail: gregory.white@bobcatnh.com

  
\_\_\_\_\_  
(Manager's Signature)

12-2-2019  
\_\_\_\_\_  
(Date)

Gregory S. White  
\_\_\_\_\_  
(Typed/Printed Name)



# THE CITY OF NASHUA

*Administrative Services*

*Purchasing Department*

*"The Gate City"*

January 9, 2020  
Memo #20-072

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR DESIGN AND CONSTRUCTION FOR THE DIVISION OF PUBLIC  
WORKS FACILITY (VALUE: \$997,204)  
DEPARTMENT: 160 ADMIN/ENGINEERING; FUND: BOND

Please see the attached communication from Lisa Fauteux, Director Public Works Administration dated December 19, 2019 for the information related to this contract.

The Director Public Works Administration, Board of Public Works (January 19, 2019 meeting) and the Purchasing Department recommend the award of this contract in an amount of **\$997,204** to **HKT Architects of Charlestown, MA.**

Respectfully,



Dan Kooker  
Purchasing Manager

Cc: L Fauteux

## City of Nashua, Public Works Division

**To:** Board of Public Works Meeting Date: December 19, 2019  
**From:** Lisa Fauteux, Director Public Works Administration  
**Re:** Contract – HKT Architects

**A. Motion:** To approve the contract with HKT Architects for the design and construction oversight for the Division of Public Works facility in the amount not-to-exceed Nine Hundred Ninety Seven Thousand Two Hundred and Four Dollars (\$997,204). Funding will be through Department: 160 Admin/Engineering; Fund: Bond; Activity: DPW – Facility.

**Discussion:** HKT Architects was selected through an RFQ process when the City was evaluating the renovation of the Burke Street Facility. During the previous contract, HKT gathered significant knowledge and developed programming as to the needs of the Division of Public Works.

The Division was very satisfied with the work HKT had done to date and in an effort to not duplicate what has already been developed, HKT was requested to provide a proposal for the design and construction oversight for the new DPW facility.

This contract will provide design and construction oversight for the new DPW facility. HKT will coordinate with Construction Manager, Harvey Construction and the City. HKT is aware of the aggressive schedule to have construction complete within two years.



## CONTRACT FOR PROFESSIONAL SERVICES

---

### DESIGN AND CONSTRUCTION OVERSITE FOR DIVISION OF PUBLIC WORKS FACILITY

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, CITY HALL, NASHUA, NH 03060  
AND

**HKT ARCHITECTS, INC.**

and its successors, transferees and assignees (together "Architect")

---

NAME AND TITLE OF ARCHITECT

**35 MEDFORD STREET, SOMERVILLE, MA 02143**

---

ADDRESS OF ARCHITECT

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

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

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

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

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

Exhibit A--General Conditions for Contracts

Exhibit B--Scope of Services, Contract Time, Fee Schedule

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

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

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

**SCOPE OF WORK:**

The proposed project will include a new 25,000 square foot office building on two floors and will be located at 840 West Hollis Street, the site of the Four Hills Landfill and the Solid Waste Office Building and Garage. The site will include parking for visitors and staff, a new roadway entry off of West Hollis Street, as well as locations for site elements such as a generator or dumpster and the like. No vehicle storage, maintenance bays, workshops or support spaces for the general workforce such as locker room or crew meeting spaces are included at this time.

The services include a review of programming to finalize scope and planning for this building as well as future buildings (conceptual block diagrams), schematic design, design development, construction documentation, and bidding and construction administration.

**3. PERIOD OF PERFORMANCE.** Architect shall perform and complete all work by **February 2022** which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Architect shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

**4. COMPENSATION.** Architect agrees to perform the work for a total cost not to exceed

**NINE HUNDRED NINETY-SEVEN THOUSAND TWO HUNDRED AND FOUR DOLLARS**  
**(\$997,204)**

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

Unless Architect has received a written exemption from the City of Nashua, Architect shall submit monthly requests for payment for services performed under this agreement in accordance with the values stated in the Agreement. Such requests shall be supported by such data substantiating the Architect's right to payment as the City of Nashua may reasonably require. Architect shall submit monthly requests for payment for services performed under this agreement shall be submitted as follows:

- Electronically via email to [VendorAPInvoices@NashuaNH.gov](mailto:VendorAPInvoices@NashuaNH.gov)

**OR**

- Paper Copies via US Mail to:

**City of Nashua, City Hall  
Accounts Payable  
229 Main Street  
Nashua, NH 03060**

*Please do not submit invoices both electronically and paper copy.*

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

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

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

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

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

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

CITY OF NASHUA REPRESENTATIVE:

ARCHITECT REPRESENTATIVE:

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

HKT Architects Inc.  
William R. Hammer,  
AIA Principal  
35 Medford Street  
Somerville, MA 02143

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

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

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

\_\_\_\_\_  
*HKT Architects Inc (signature)*

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

\_\_\_\_\_  
*William R. Hammer, Principal  
(Printed Name and Title)*

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

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

**EXHIBIT A  
TABLE OF CONTENTS  
GENERAL CONDITIONS**

1. DEFINITIONS	GC--2
2. ARCHITECT STATUS	GC--2
3. STANDARD OF CARE	GC--2
4. CITY OF NASHUA REPRESENTATIVE	GC--3
5. CHANGES TO SCOPE OF WORK	GC--3
6. CITY OF NASHUA COOPERATION	GC--3
7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES	GC--3
8. TERMINATION OF CONTRACT	GC--4
9. DISPUTE RESOLUTION	GC--5
10. NO DAMAGES FOR DELAY	GC--6
11. INSURANCE	GC--6
12. INDEMNIFICATION	GC--7
13. FISCAL CONTINGENCY	GC--7
14. COMPENSATION	GC--7
15. COMPLIANCE WITH APPLICABLE LAWS	GC--7
16. NONDISCRIMINATION	GC--8
17. ENDORSEMENT	GC--8
18. ASSIGNMENTS, TRANSFER, DELEGATION, OR SUBCONTRACTING	GC--8
19. CITY INSPECTION OF CONTRACT MATERIALS	GC--9
20. DISPOSITION OF CONTRACT MATERIALS	GC--9
21. PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS	GC--9
22. FINAL ACCEPTANCE	GC--10
23. TAXES	GC--10
24. NON-WAIVER OF TERMS AND CONDITIONS	GC--10
25. RIGHTS AND REMEDIES	GC--10
26. PROHIBITED INTERESTS	GC--10
27. THIRD PARTY INTERESTS AND LIABILITIES	GC--11
28. SURVIVAL OF RIGHTS AND OBLIGATIONS	GC--11
29. SEVERABILITY	GC--11
30. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT	GC--11
31. CHOICE OF LAW AND VENUE	GC--11

## *General Terms and Conditions*

1. **DEFINITIONS** Unless otherwise required by the context, "Architect", and its successors, transferees and assignees (together "Architect") includes any of the Architect's consultants, sub consultants, contractors, and subcontractors
  
2. **ARCHITECT STATUS** The parties agree that Architect shall have the status of and shall perform all work under this contract as a Architect, 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 Architect, and nothing in this contract shall create any contractual relationship between the City of Nashua and Architect's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Architect 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 Architect 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** Architect shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Architect 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 Architect 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, Architect 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 Architect'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 Architect shall not in any way relieve Architect 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 Architect'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 Architect shall be and remain liable in accordance with the terms of the contract and applicable law.

Architect 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 Architect to perform work under this contract. Approved key personnel shall not be

taken off of the project by Architect without the prior written approval of the City of Nashua, except in the event of termination of employment. Architect 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 Architect, 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 Architect's performance under the contract. Architect 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 Architect should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Architect'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 Architect for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Architect of the change.

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

Except as provided in this paragraph, Architect 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 Architect in the performance of its work under this contract and that such personnel will be available to Architect 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 Architect 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 Architect also agree to attend all meetings called by the City of Nashua or Architect to discuss the work under the Contract, and that Architect 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**

Architect 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 Architect. All future questions Architect may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Architect's question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Architect prior to having received the City of Nashua's resolution shall be at Architect's risk and expense. At all times, Architect shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Architect is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

**8. TERMINATION OF CONTRACT**

**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 Architect 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, Architect 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, Architect shall receive all amounts due and not previously paid to Architect 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 Architect in the event of a failure by Architect 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. Architect shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Architect may terminate the contract on 10 calendar days written notice if, through no fault of Architect, the City of Nashua fails to pay Architect 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, Architect 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, Architect shall receive all amounts due and not previously paid to Architect 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 Architect's failure. Architect 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 Architect until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Architect 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 Architect 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 Architect 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 Architect such that Architect 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 Architect shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Architect 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 Architect's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Architect's control.

9. **DISPUTE RESOLUTION** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a Architect Representative. At all times, Architect 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, if requested in writing by either the City of Nashua or the Architect within 14 days after the 30 days described above, the parties shall attempt to resolve the dispute by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties, which agreement shall not be unreasonably withheld. If the parties cannot agree to a mediator within 30 days or the dispute cannot be settled within a period of thirty (30) days with the mediator, 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 Architect for damages because of hindrances or delays in the progress of the work from any cause, and Architect agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.
11. **INSURANCE** Architect shall carry and maintain in effect during the performance of services under this contract:
- General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
  - \$1,000,000 Combined Single Limit Automobile Liability;  
**\*Coverage must include all owned, non-owned and hired vehicles.**
  - \$1,000,000 Profession Liability;
  - and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

Architect 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 Architect are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Architect under this contract. The City of Nashua shall not maintain any insurance on behalf of Architect. Architect shall require Subcontractors to carry appropriate and lawful amounts of insurance for the services they are providing. Architect will ensure compliance with this section and shall receive valid certificates of insurance from all Subcontractors as proof that coverage is in place..

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

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Architect 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, 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 Architect or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Architect'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 Architect 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 Architect 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 Architect. Architect shall have no claim of any sort to the unexpended funds.

14. **COMPENSATION** Review by the City of Nashua of Architect'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 Architect to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Architect in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.
15. **COMPLIANCE WITH APPLICABLE LAWS** Architect, 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. Architect 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, Architect agrees to the following terms. Architect 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. Architect 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, Architect's attention is directed to "Title 41 "Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

Architect 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 Architect under this contract.

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

Architect 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 Architect shall constitute a material breach of the contract.

17. **ENDORSEMENT** Architect shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Architect or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Architect 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 Architect related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
20. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Architect 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 Architect's expense, by Architect to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Architect, 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 Architect in the performance of its obligations under this contract must be retained by Architect 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 Architect shall promptly remit and deliver the materials, at Architect's expense, to the City of Nashua. Architect shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Architect's obligations under this contract without the prior written consent of the City of Nashua.

21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Architect expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Architect (including those remitted to the City of Nashua by Architect pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Architect 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 Architect. The City of Nashua shall have the right to reproduce any such materials.

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

Architect 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, Architect 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 Architect in writing that the whole of the work was completed on the date indicated in the notice or provide Architect with a written list of

work not completed. With respect to work listed by the City of Nashua as incomplete, Architect 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** Architect 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. Architect 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** Architect 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. Architect 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 Architect. If any such interest comes to the attention of Architect at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Architect 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. Architect 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 Architect (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, Architect shall refund to the City of Nashua any profits realized under this contract, and Architect 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.

Architect warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Architect to any officer or employee of the City of Nashua with a view toward securing a contract or securing favorable treatment with respect to the

awarding or amending or making of any determinations with respect to the performance of this contract. If City of Nashua determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Architect, 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 Architect.
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 Architect. 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.



## EXHIBIT B

William R. Hammer AIA, LEED-AP  
Janet M. Stenenda AIA, LEED-AP  
Amy J. Dunlap LEED-AP BD + C

December 10, 2019

Lisa Fauteaux  
Director of Public Works  
City of Nashua  
9 Riverside Street  
Nashua, New Hampshire 03062

Re: Nashua Public Works Project: New Building

Dear Lisa,

We are pleased to submit our proposal for design and construction oversight of the above reference project. We will coordinate our work with the City of Nashua (CoN) and the selected CM, Harvey Construction, out of Bedford, New Hampshire (HCCNH). The schedule requires that construction is complete within two years of a mid-February 2020 date.

### Consultants

This proposal includes work that will be completed by HKT Architects Inc. (HKT), Hoyle, Tanner & Associates, Inc., (HTA), Ironwood (FeWOOD), WV Engineering Associates, PA. (WVA), AKF Group (AKF), and Kalin Associates (Kalin).

### Scope of Work

The proposed project will include a new 25,000 square foot office building on two floors and will be located at 840 West Hollis Street, the site of the Four Hills Landfill and the Solid Waste Office Building and Garage. The site will include parking for visitors and staff, a new roadway entry off of West Hollis Street, as well as locations for site elements such as a generator or dumpster and the like. No vehicle storage, maintenance bays, workshops or support spaces for the general workforce such as locker room or crew meeting spaces are included at this time. The projected Total Project Costs for the entire project is just under \$10 million dollars.

The services include a review of programming to finalize scope and planning for this building as well as future buildings (conceptual block diagrams), schematic design, design development, construction documentation, and bidding and construction administration.

### Assumptions and Exclusions:

The following is a list of assumptions and items that have not been included at this time. Depending on the direction the project takes some or all of these, as well as others not yet defined, could require work by some members of the design team. These assumptions and exclusions include:

1. Services of a land surveyor and certified wetlands scientist are excluded from this proposal. It is assumed the CoN will provide the design team with a survey including wetland delineation and report in AutoCAD.dwg and PDF format for use prior to the start of schematic design. Existing trees

and vegetation (including prime specimens and invasive species) will be identified in the survey. No additional survey or wetland flagging is included in this proposal.

2. Services of a Geotechnical Engineer are by others.
3. Investigative Services for Haz-Mat are by others.
4. No work by a professional cost estimator are included in this fee.
5. This project will endeavor to incorporate sustainable design principles if the budget allows, but will not seek Certification under the U.S. Green Building Council LEED Certification program. In addition, design of a Net Zero energy performing building is excluded.
6. Additional impact studies, such as a traffic study, are not included in this proposal. HTA will review work by City expert.
7. Energy Modeling is not included at this time because we assume that the new building design will demonstrate energy code compliance using the prescriptive path.
8. Material testing services during construction to be performed by others (e.g. concrete testing, soil compaction testing, etc.).
9. Special Inspection Services for structural steel framing system, including open-web steel joists and joist girders of the floor and/or roof systems, to be performed by others.
10. Special Inspection Services, other than those identified under Construction Administration, to be performed by others.
11. All fees assume the project construction documents will be prepared as a single bid package.
12. The State of New Hampshire has adopted the 2015 ICC International Codes effective September 15, 2019. The design team will review the proposed design based on the 2015 codes. If a different version of the code is adopted during design and revisions become necessary to design work that is already completed, additional services may be required.
13. Offsite utility upgrades are not included in this proposal.
14. No NHDES permitting is included with the exception of the Sewer Discharge.
15. A new access drive entrance from West Hollis Street will be designed as shown in City sketch.
16. Alteration to the existing recycling center area will not be included.
17. Environmental, municipal or other permitting beyond what is in the above scope is not included in this proposal.
18. *Soil conditions at the site are assumed to be adequate for use of a shallow cast-in-place spread footing foundation to support the proposed building. Should it be determined that another solution is necessary, such as deep foundations (i.e. pile-supported) or ground improvement, a contract modification will be necessary to incorporate additional engineering scope and fee.*
19. Equipment cuts of all owner or vendor furnished equipment requiring mechanical or electrical service will be provided to design team.
20. Sprinkler flow testing is excluded.
21. Fire protection hydraulic design with piping and head layout is excluded. Mechanical design for the fire protection system will include sprinkler entrance and main layout, along with a performance specification for final hydraulic design by sprinkler subcontractor.
22. Data, telephone headend and security system hardware selections by owner. Technology equipment procurement is not included.

23. A detailed list of all City-owned and subconsultant equipment that could influence alignment of roadways and maneuvering space will be provided.
24. A list of required stockpile area with approximate spatial need will be provided.
25. Irrigation design is not included in the scope and fee. It is assumed that permanent irrigation will not be desired. Temporary irrigation during plant establishment may be required.
26. It is our assumption that retaining walls will not be incorporated into the proposed site improvements and therefore retaining wall design is excluded.
27. Application for building code or accessibility code variances will be considered an additional service.
28. Construction changes based upon Owner requests or substitutions will be considered an additional service.
29. Construction site visits over the budgeted amount will be performed on a time and materials basis.
30. Review of construction submittals shall be limited to two per submission. Additional reviews will be considered an additional service and billed on a time and materials basis.
31. Contractor Requests for Information (RFI) are to be used when sufficient information does not exist in the approved construction documents.
32. Design of retrofit work or other solutions that are necessary due to the contractor's failure to comply with approved construction documents or typical construction practice are not included in this fee.
33. Cost for any required police details are excluded.

**Preliminary Work through Schematic Design:** This preliminary work includes a programming session to determine what administrative and support spaces will be included in the office building. Once that is completed we will develop conceptual layouts of the building, with associated site elements, to determine the final location of the structure on site. In addition we will plan for additional buildings that will be constructed at a future time. These drawings will be block diagram sketches only. Development of detailed plans for all structures, other than the administration building, are excluded. Work on this phase will begin once a site survey is completed.

The purpose of the Schematic Design phase is to establish the general scope and design and to present that in a form that achieves the City of Nashua's understanding and acceptance. The schematic design that best meets the agreed upon project objectives including program, site criteria and construction budget will be developed.

At all stages of the design, all applicable Building Codes will be followed to ensure a code compliant design. The principal elements and deliverables for this phase include the following:

1. Workplan: Finalize project objectives, scope and schedule.
  - a. A preliminary project schedule will be developed in consultation with CoN and HCCNH.
2. Architectural: Based on the Conceptual Plans that are approved by the CoN, schematic plans, sections and elevations will be developed.
3. Civil/Site:

- a. Schematic Investigation: Review available existing conditions survey, reports and any other data and conduct a site visit. Review and research available existing data at the City Planning Department and existing utilities. Meet to identify how the long-term goals for the site should be incorporated into the Phase 1 and Phase 2 concepts.
  - b. Schematic Site Planning: Review possible zoning and site restrictions; evaluate potential flood plain in the project vicinity, if any, and determine if the site is within the flood hazard area as identified on the FEMA Flood Insurance Rate Map; determine which environmental permits may be required.
  - c. Schematic Site Plan: Prepare a site sketch suitable for discussions with the City of Nashua for the Administration Building as well as an overall master site concept for the future.
  - d. Conceptual Site Plan: Based on feedback, two site plan concept options will be developed. The first concept is anticipated to be refinement of the provided concept and the second will be an alternative site layout. These concept options will each depict the anticipated Phase 1 and Phase 2 development
    - i. Phase 1 development of the site which will include a two story administrative building of approximately 25,000 s.f. with associated conceptual level depiction of parking, a new access drive and infrastructure which allows both the Solid Waste Department and the existing recycling center to continue operations at the site.
    - ii. Phase 2 will incorporate the future plan to include maintenance, a vehicle garage, shops, wash bays, storage, salt/sand shed, fuel depot and other programmatic needs. The City will provide direction as to whether the existing Solid Waste Department Building will be utilized as part of Phase 2.
    - iii. The City will choose one of the two concept plan options and provide feedback for final refinement.
4. Landscape Architecture: Ironwood staff will examine the project area to identify opportunities and constraints and document conditions, noting areas of concern including topography, drainage, accessibility, abutting private property concerns, environmental concern, such as unmanaged stormwater runoff, and potential impacts of deicing chemicals.
    - a. Assess specimen trees worthy of protection
    - b. Analyze and document supplemental information collected and prepare a site analysis plan
    - c. Develop and refine a comprehensive site layout that includes building configurations developed and identified programmed elements.
    - d. Phase I and additional future phases will be delineated to assist in long-range planning.
    - e. Following review and comment the plan will be advanced.
  5. Structural: Structural design of an approximately 25,000 square foot, 2-story building, including the structural steel frame and cast-in-place spread footing foundation.

- a. Coordinate with City Geotechnical Consultant to evaluate the subsurface soil conditions and presumptive bearing capacity, and determine parameters necessary for foundation design.
  - b. Identify delegated-design and deferred-submittal structural elements and systems such as bar joists and connection detailing.
6. Mechanical, Electrical, Plumbing, Fire Protection Engineering and Telecommunications Pathways: Engineering work is for the design and layout of the building fire protection, sanitary, domestic cold and hot water, heating, ventilation, air conditioning, general exhaust, kitchen exhaust/makeup air, power, lighting, fire alarm, exit and emergency lighting and pathways for data/and security systems.
  - a. Prepare mechanical documentation for sizing of buildings sprinkler, water, sewer, storm services.
  - b. Prepare electric documentation for sizing of the buildings electrical services.
  - c. Prepare site lighting and photometric's for submission for permitting.
  - d. Prepare written schematic design with mechanical and electrical system descriptions and preliminary equipment selections.
  - e. Attend schematic review meeting to present mechanical and electrical system concepts and recommendations.
  - f. Prepare schematic drawings and cut sheets suitable for preliminary coordination with other trades.
7. Outline specifications will be developed. All specifications will use CSI 6-digit, 3-part format.
8. Building and Life Safety Code Review: The New Hampshire State Building Code currently adopts and amends the 2015 International Building Code (IBC) and 2015 International Energy Conservation Code (IECC) as well as the New Hampshire State Fire Code Safe-C 6000 which adopts and amends the 2015 Editions of NFPA 1 Fire Code and NFPA 101 Life Safety Code (the "Building Code of Record").
  - a. A review of the architectural schematic design drawings will be completed to review the project and identify any initial code concerns.
9. Cost Estimating: None included.
10. Owner approval of Schematic Design shall be provided prior to proceeding with Design Development

**Design Development Phase:** This phase develops and documents the proposed design including building components from all major disciplines. All major decisions are reached in this phase in order to minimize modifications during the construction document phase.

The principal elements for this phase include the following:

1. Architectural: Development of the schematic plans, elevations, sections, specific details, room finishes, and selected materials. Coordination of all work developed during this phase.
2. Civil/Site:
  - a. Initial Site Planning: Investigate the current existing utility systems to determine the most cost-effective and efficient connections to the proposed building. Further refine the schematic site plan to

- move forward with using the existing conditions provided by the Project Team.
- b. Site Design: Based on Schematic Design review, prepare detailed site plans. Documents will show proposed buildings and existing conditions, proposed parking areas, site improvements, proposed pedestrian and vehicle circulation with required parking arrangements, stormwater collection and permanent treatment facilities, and utility service connections.
  - c. Drainage Study: Analyze the existing pre-development and post-development stormwater runoff calculations and determine the potential capacity and adequacy of the receiving system. Design stormwater treatment, infiltration chamber system, and infiltration and peak flowrate control devices. Prepare a drainage study to be submitted to the City of Nashua.
  - d. Utility Design & Layout: New service connections will be shown on the plans in coordination with the MEP plans.
  - e. Plan Submissions: Nashua Planning Board submission and courtesy presentation of final site plans.
3. Landscape Architecture: A clear and coordinated site and landscape design will be refined, construction feasibility and sequencing will be vetted, opportunities for cost savings will be examined, and accurate scale drawings illustrating the project and associated construction details will be delivered. Phase I landscape plan will be advanced incorporating feedback received from the City and Consultant Team.
4. Structural:
- a. Prepare preliminary structural design calculations for typical elements and the lateral force resisting system:
    - i. Gravity and lateral force resisting system and types, locations and typical details
    - ii. Foundation types, locations and typical details
  - b. Preliminary coordination of typical architectural wall sections with structural sections.
  - c. Preliminary coordination of typical MEP systems with structural systems, including the elevator system.
  - d. Prepare preliminary structural drawings for proposed spread footing foundation and structural elements of the building.
5. Mechanical, Electrical, Plumbing, Fire Protection Engineering and Telecommunications Pathways: Prepare preliminary drawings and specifications, incorporating schematic review comments.
6. Specifications: Drafts of full specifications will be completed.
7. Building and Life Safety Code Review: Review design development drawings in accordance with the Building Code of Record. Provide plan review comments to address any code compliance concerns. Update the code report.
8. Cost Estimating: Not included.
9. Project Schedule: The project schedule will be updated.
10. Presentations to the CoN are included.
11. Owner approval of Design Development: Any and all changes to the plans will be completed during this phase.

**Construction Documents Phase:** This phase creates the bid ready construction documents. A set of plans and specifications will be provided to the City for review

once during the CD phase and once prior to bidding. Work will be continued during City review so that the schedule can be met.

The principal elements and deliverables for this phase include the following:

1. Complete all documents required for bid
2. Architectural: Develop detailed and well-coordinated construction drawings and specifications that meet the demands of public bidding.
3. Civil/Site: Plans and Technical Specifications
  - a. Finalize all designs and calculations and revise the plans based on final comments received.
  - b. Prepare site construction documents and civil technical specifications suitable for bidding.
4. Landscape Architecture: Ironwood will advance a detailed plan set and associated technical specifications. Prepared final landscape construction drawings will set minimum construction quality standards. Construction drawings and details will include landscape layout and materials plan, planting plan, construction details, sections and notes. Technical specifications will be completed.
5. Structural:
  - a. Final geotechnical coordination.
  - b. Finalize preparation of structural calculations.
  - c. Review the effect of secondary and/or non-structural elements not included in the primary structural system, but which are attached thereto, and design the structure to accept and support such items.
  - d. Perform design checks and coordination of the Structural Documents.
  - e. Final coordination of typical architectural wall sections with structural sections.
  - f. Final coordination of typical MEP systems with structural systems, including the elevator system.
  - g. Finalize structural drawings for construction.
  - h. Specify applicable information for delegated-design items and deferred submittals:
    - i. Types of elements, positions within the structure, and conceptual connection to the Primary Structural System.
    - ii. Structural criteria for design of structural elements.
  - i. Prepare full technical specifications.
  - j. Prepare a Structural Schedule of Special Inspections for elements of the Primary Structural System designed by Hoyle, Tanner.
    - i. Assist Architectural and MEP disciplines in identifying items which require an Architectural or MEP Statement of Special Inspections, when requested.
  - k. Prepare Preliminary Construction Affidavit forms for the structural elements of the project.
6. Mechanical, Electrical, Plumbing, Fire Protection Engineering and Telecommunications Pathways: Prepare construction drawings and specifications with final sizing, placement of equipment, and distribution. Prepare Construction Affidavits and ComCheck documents if required for permitting.

- a. Mechanical design for the fire protection system will include sprinkler entrance and main layout, along with a performance specification for final hydraulic design by the sprinkler subcontractor.
7. Specifications: Update full specifications. Finalize and coordinate with Owner's Division 0 documents.
8. Building and Life Safety Code Review: Review construction documents and provide comments to address any remaining code compliance concerns. The final report will be revised for an external audience and can be submitted to the local officials as part of the permit package.
9. Cost Estimating: None included.
10. Project Schedule: The project schedule will be updated.
11. Presentations to the CoN are included.
12. Owner approval of Contract Documents for Bid.

**Bidding Phase:** The design team will be responsible for coordinating and providing support during the bidding process. The principal elements and deliverables for this phase include the following:

1. Bidding documents.
2. Pre-bid conference.
3. Coordination and issuing of addenda. All consultants will participate as required.
4. Review of bids as required.

**Contract Administration Phase:** The design team will administer the project for the City, as related to the plans and specifications developed during the preceding phases. We assume construction will last 12 months with an additional month of project closeout time.

1. Provide general administration of the contract.
  - a. Attend pre-construction conference.
  - b. Construction Observation:
    - i. Architectural: Up to fifty-two (52) site visits.
      1. Site visits, review of submittals and punch list.
    - ii. Civil/Site: Up to six (6) site visits at appropriate intervals.
    - iii. Landscape Architecture: Assist contractor in sourcing materials; conduct a final site inspection just prior to the culmination of the plant guarantee period. Attend no more than two (2) site meetings.
    - iv. Structural: Up to five (5) site visits at appropriate intervals.
      1. Subgrade compaction check, inspection of reinforcement and geometry, observe concrete placement at footings and observe concrete placement and anchor bolt installation, plus additional visit.
    - v. Mechanical, Electrical, Plumbing, Fire Protection Engineering and Telecommunications Pathways: Up to five (5) site visits by one staff member at appropriate intervals.
    - vi. Building and Life Safety Code Review: Provides up to five (5) hours of general code consulting support during CA.

2. The design team shall track Submittals, Requests for Information, Proposed Change Orders, Change Orders, Sketches, Architect's Supplemental Instructions and Proposal Requests in logs.
3. Review and process submittals and RFI's per general contract requirements.
4. Attend job meetings as required to continue the progress of the project. The CM will write and distribute meeting minutes. HKT will write Field Reports for distribution.
5. The design team shall review information from testing agencies and check for compliance with the contract documents.
6. The design team shall review and provide comment on the schedule of values, change order and monthly requisitions.
7. The design team shall review and provide comment on the construction schedule, construction progress and quality and on-site "as-built" drawings.
8. At the end of construction, the design team will develop a punchlist that indicates incomplete work or work that does not meet the contract document requirements.

**Project Closeout:** The final stage of the construction process is specifically devoted to close out materials and final inspections.

1. The design team will review the contractor's closeout submittals; including warranty information, Operation and Maintenance Manuals and as-built drawings and specifications.
2. The design team will conduct final inspection, issue Certificate of Substantial Completion and final affidavits.
3. The design team will develop a monetized punchlist of all work remaining prior to final acceptance.

**Base Fee:** The base fee work includes the following design team members:

HKT Architects Inc:	Architecture
Hoyle, Tanner & Associates, Inc.	Civil/Site Engineering
	Structural Engineering
WV Engineering Associates, PA.	Mechanical Engineering
	Electrical Engineering
	Plumbing Engineering
	Fire Protection Engineering
	Telecommunications Pathways
Ironwood Landscape Arch + Planning	Landscape Architecture
AKF Group	Code Consulting
Kalin Associates	Specifications

The Base fees are noted below and are \$938,522 (Nine hundred Thirty-eight thousand five hundred twenty-two dollars). Reimbursable expenses are included in those totals.

Item	SD	DD	CD	Bid	CA
<b>HKT Architects Inc.</b>					
Principal	104	60	64	8	60
Sr. Designer	274	384	624	80	2248
Total \$	\$70,690	\$78,060	\$118,640	\$15,160	\$385,620
Reimb. Exp.	Travel, Plotting, Delivery and Reprographics = \$8,415				
<b>AKF Code Specialists</b>					
Total \$	\$8,500	\$4,000	\$4,000	\$0	\$1,000
Reimb. Exp.					
<b>Kalin Specifications</b>					
Principal	6.7	33.33	26.67	0	0
Total \$	\$1000	\$5,000	\$4,000	\$0	\$0
Reimb. Exp.	\$0				
<b>Hoyle Tanner and Associates Inc.: Civil</b>					
PM III	24	8	8	8	16
Sr Eng II	52	42	40	16	43
Eng I	28	68	85	8	8
PA II	1	0	18	1	0
Total \$	\$14,235	\$13,490	\$16,490	\$4,503	\$9,587
Reimb. Exp.	Travel, Plotting, Delivery and Reprographics = \$796.11				
<b>Hoyle Tanner and Associates Inc.: Structural</b>					
Principal Eng	3	0	2	2	0
PM I	24	7	32	12	18
Sr Eng I	0	16	28	0	0
Eng III	2	0	7	0	17
Eng II	24	66	181	12	88
Eng I	10	3	18	6	0
CADD Tech II	0	8	80	0	0
PA I	2	0	2	4	12
Total \$	\$8,100	\$11,095	\$38,459	\$4,358	\$15,017
Reimb. Exp.	Travel, Plotting, Delivery and Reprographics = \$600				
<b>WVA Engineering Associates, PA</b>					
Project Mgr.	10	12	14	5	36
Engineer	62	27	25	20	60
Designer	22	76	116	0	0
WP	16	13	9.5	5	23.5
Total \$	\$12,114	\$12,897	\$16,236	\$3,510	\$14,319
Reimb. Exp	Included				
<b>Ironwood Landscape Architecture</b>					
Principal	27	6	17	2	26
Larch Des	49	28	30	13	72
CADD/GIS	24	26	38	0	0
Admin	0	0	4	0	8
Total \$	\$8,575	\$4,600	\$6,900	\$1,325	\$9,380
Reimb. Exp.	Travel, Plotting and Reprographics = \$850				
<b>Sub-Total Per Phase with reimbursables</b>	\$124,589	\$131,351	\$206,846	\$29,205	\$440,530
<b>Total Base including Reimbursables</b>	\$938,522				
<b>Supplemental Services</b>	\$ 58,682				

**Supplemental Services Fees:**

The following Supplemental Services fees are provided for your consideration. These services are usually provided outside of a base fee but have been included due to limitations of fee available.

Supplemental Services include design by team members noted and coordination and mark-up by HKT:

HKT Architects Inc:	Architecture
Hoyle, Tanner & Associates, Inc.	Civil/Site Engineering
WV Engineering Associates, PA.	Mechanical Engineering
	Electrical Engineering
	Plumbing Engineering
	Fire Protection Engineering
	Telecommunications Pathways
Ironwood Landscape Arch + Planning	Landscape Architecture
AKF Group	Code Consulting

The Tasks are as follows:

**Planning Board:** Prepare for and attend two (2) Planning Board public hearings with illustrative site plans and supporting materials as necessary.

**Permitting with Building Officials:** Attend up to one (1) meeting to review and discuss permit package and approach to code compliance.

**Life Cycle Cost Assessment:** Using owner selected systems generate a Life Cycle Cost Assessment report. Report to describe initial systems costs, estimated fuel costs and operational costs for the expected systems life.

**Site Plan Permitting:**

1. Sewer Discharge
  - a. Sewer Discharge permit for municipal sewer connection
2. Site Constraints and Restrictions
  - a. Assist the Team with identifying zoning restrictions for the existing parcel. This shall include, but is not limited to wetlands setbacks, building setbacks, maximum building height and maximum lot coverage.
3. Conservation Commission Meeting
  - a. If necessary, Hoyle, Tanner will prepare the required information to meet with the Conservation Commission to review the design and approaches to wetlands and other environmental issues.
  - b. Meetings with the Conservation Commission.
4. Traffic Review:
  - a. Hoyle, Tanner will review and provided comments to the City Traffic Engineer for revisions to their previously submitted study. No formal individual traffic study or design will be prepared by Hoyle, Tanner

**Furniture Fixtures and Equipment (FFE):** HKT will assist the City in selecting furniture and coordinating finishes as required. Assume we will work with City

vendor of choice who will produce all documents required and coordinate the installation.

The Supplemental Services fees are noted below and are \$58,682 (Fifty-eight thousand six hundred eighty two dollars). Reimbursable expenses are included in those totals.

The fees are broken down in the following chart:

Item	Planning Board	Permitting Bldg. Off	Life Cycle Cost Assess	Site Plan Permitting ConCom	FFE
<b>HKT Architects Inc.</b>					
Total \$	\$7,690	\$1,740	\$870	\$1,960	\$14,440
Reimb. Exp.	\$397	\$49		\$97	\$97
<b>AKF Code Specialists</b>					
Total \$		\$2,500			
Reimb. Exp.					
<b>Hoyle Tanner and Associates Inc.: Civil</b>					
Total \$				\$13,472	
Reimb. Exp.					
<b>Hoyle Tanner and Associates Inc.: Structural</b>					
Total \$					
Reimb. Exp.					
<b>WVA Engineering Associates, PA</b>					
Total \$			\$8,919		
Reimb. Exp					
<b>Ironwood Landscape Architecture</b>					
Total \$	\$6,000				
Reimb. Exp	\$400				
<b>Total Task</b>	<b>\$14,487</b>	<b>\$4,289</b>	<b>\$9,789</b>	<b>\$15,529</b>	<b>\$14,587</b>

**Hydrant Flow Test:** WVA will coordinate with the CoN Public Works Department as they perform hydrant flow testing to determine water flow and pressure availability adjacent to the project site. This information will be used as a basis for plumbing and fire protection systems design.

Any work that is beyond the scope of work shall be billed as additional services either on a time and material basis or we will make an additional proposal with a lump sum fee or not to exceed fee. In no case will we commence any additional services without your written approval.

If there are additional services that are required by one or more of our consultants, we will invoice their costs plus a mark-up of 10%.

We will invoice you monthly and we will bill as a percentage of the completed work. Payment is due in thirty (30) days of the invoice date.

Hourly rates for HKT shall be as follows:

Principal	\$245/Hour
Associate	\$220/Hour
Project Manager	\$190/Hour

Project Architect	\$190/Hour
Senior Designer	\$165/Hour
Designer	\$145/Hour
Clerical/Office	\$120/Hour
Construction Administrator	\$190/Hour

Hourly Rates for Hoyle, Tanner and Associates are as follows:

Principal Engineer	\$195/Hour
Senior Project Engineer	\$195/Hour
Project Manager III	\$185/Hour
Project Manager II	\$170/Hour
Project Manager I	\$159/Hour
Senior Engineer III	\$150/Hour
Senior Engineer II	\$137/Hour
Senior Engineer I	\$129/Hour
Engineer III	\$116/Hour
Engineer II	\$109/Hour
Engineer I	\$ 92/Hour
Senior Resident Engineer	\$140/Hour
Resident Engineer III	\$122/Hour
Resident Engineer II	\$108/Hour
Resident Engineer I	\$ 80/Hour
Environmental Coordinator III	\$142/Hour
Environmental Coordinator II	\$122/Hour
Environmental Coordinator I	\$ 95/Hour
Senior CADD Technician	\$135/Hour
CADD Technician III	\$113/Hour
CADD Technician II	\$100/Hour
CADD Technician I	\$ 86/Hour
Technician I	\$ 56/Hour
Technician II	\$ 70/Hour
Senior Administrative Prof.	\$185/Hour
Project Assistant II	\$110/Hour
Project Assistant I	\$ 80/Hour
Land Acquisition Specialist II	\$100/Hour
Land Acquisition Specialist I	\$ 82/Hour
Planner II	\$165/Hour
Planner I	\$145/Hour

Hourly Rates for Ironwood Landscape Architecture and Planning is as follows:

Principal	\$110/Hour
Project Manager	\$110/Hour
Landscape Architect	\$ 85/Hour
Landscape Designer	\$ 60/Hour
CAD/GIS	\$ 60/Hour
Administration	\$ 50/Hour

Hourly Rates for Kalin Associates Inc. is as follows:

Principal	\$150/Hour
-----------	------------

Hourly Rates for AKF Group are as follows:

Partner	\$235/Hour
---------	------------

Senior Project Manager	\$195/Hour
Project Manager	\$165/Hour
Project Specialist	\$200/Hour
Senior Engineer/Field Engineer	\$190/Hour
Project Engineer/Field Engineer	\$165/Hour
Engineer	\$160/Hour
Junior Engineer	\$105/Hour
Senior Designer/Technician	\$145/Hour
Project Designer/Technician	\$135/Hour
Designer/Technician	\$125/Hour
Senior BIM/CADD Technician	\$135/Hour
BIM/CADD Technician	\$105/Hour
Project Coordinator/Admin	\$ 95/Hour
Senior Code Consultant	\$225/Hour
Code Consultant	\$175/Hour
Code Analyst	\$125/Hour

We are very excited about this project and we look forward to a very successful collaboration.

We will invoice you monthly and payment is due in thirty (30) days of the invoice date.

Very truly yours,  
HKT Architects Inc.

Janet M. Slemenda, AIA, Principal



William R. Hammer, AIA, Principal





# THE CITY OF NASHUA

*Administrative Services*

*Purchasing Department*

*"The Gate City"*

January 9, 2020  
Memo #20-068

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

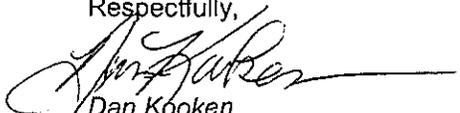
SUBJECT: TRACTOR REPLACEMENT INCLUDING ATTACHMENTS (VALUE: \$121,985)  
DEPARTMENT: 177 PARKS AND RECREATION; FUND: CERF

Please see the attached communication from Nicholas Caggiano, Superintendent of Parks and Recreation Department, dated December 19, 2019 for information related to this purchase.

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

The Superintendent of Parks and Recreation Department, Board of Public Works (December 19, 2019 meeting) and the Purchasing Department recommend the award of this purchase in an amount of **\$121,985** from **Padula Brothers Inc. of Lancaster, MA.**

Respectfully,

  
Dan Kooker  
Purchasing Manager

Cc: N Caggiano L Fauteux

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: December 19, 2019

From: Nick Caggiano, Superintendent  
Parks and Recreation Department

Re: Purchase of a replacement tractor with attachments

**A. Motion:** To approve the purchase of a 2020 John Deere 5090M Utility Tractor with attachments off the Sourcewell Ag contract # 021815-DAC from Padula Brothers Inc. of Lancaster, MA for the price of \$121,984.58. Funding will be through Department: 177 Parks & Recreation; Fund: Trust; Activity: CERF.

**Attachments:** Quote Sheet, Service Records for 91-541

**Discussion:** The Parks and Recreation Department has a utility tractor with attachments on CERF for replacement in FY20. Padula Brothers of Lancaster, MA provided a quote based off of the Sourcewell Ag contract # 021815-DAC for a discounted price of \$121,984.58 which came under the budget of \$125,584.

The tractor will be replacing unit 91-541 - a 23 year old tractor that has 5,276 hours on it. We will keep this tractor as a back line tractor. We will be trading in two older tractors that have not run for a few years - a 1988 Ford 340B and a 1986 John Deere 2350. We will receive \$2,500 for each tractor towards the purchase. This tractor is an important piece of equipment for the department. It allows us to fertilize fields, aerate soil, apply control products, work on infields, install playground equipment, work on trails and run equipment such as our rotodarian and leaf vac.

The replacement tractor will also include the following attachments:

1. A front bucket that can be used for removing snow and loading trucks.
2. A stump grinder so we can begin to grind our own stumps. This will save funds and will allow us to be timelier in our response time.
3. An over the rail mower that will be used to help us keep up with the intersection and trail brush cutting request. This will allow us to supplement the work that is currently being done by our contractor.
4. A grapple bucket to lift and load logs into trucks.
5. Finally a grader box leveling attachment that will allow us to improve our baseball and softball surfaces.



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

"The Gate City"

January 9, 2020  
Memo #20-069

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR WWTF - 20 YEAR FACILITY STUDY (VALUE: \$300,000)  
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER

Please see the attached communication from David L. Boucher, Superintendent Wastewater Department dated December 19, 2019 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 19, 2019 meeting) and the Purchasing Department recommend the award of this contract in an amount of **\$300,000** to **Wright Pierce of Manchester, NH.**

Respectfully,

Dan Kooker  
Purchasing Manager

Cc: D Boucher L Fautuex

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: December 19, 2019

From: David L. Boucher, Superintendent  
Wastewater Department

Re: 20 Year Facility Study - Wastewater

**B. Motion:** To approve the contract to Wright Pierce to develop and prepare a 20 year Facility Planning Study for the Wastewater Treatment Facility in an amount not to exceed \$300,000. Funding for this contract will be through Department: 169 Wastewater; Fund: Wastewater; Activity: Facility Planning Study.

**Attachments:** Wright Pierce Scope of Work and Fee Schedule

**Discussion:** The Wastewater Treatment Facility is one of the City's most valuable assets. It still has original pipes and tanks online that were designed and installed back in the 1950's. The City continues to expand and the EPA regulations continue to get stricter. This study will develop a better understanding of the financial needs of the Facility in the future, as well as looking at potential design planning needs as the City's NPDES permit regulations and the City's population evolves and grows.

A request for qualifications was issued in October of 2019 and consultants were chosen for interview on November 5, 2019 by the selection team. The selection team, consisting of David Boucher, Superintendent, Noelle Osborne, Plant Operations Supervisor, William Keating, Wastewater Engineer, Scott Law, Wastewater Foreman, Matthew Cusato, Wastewater Foreman, and Lauren Byers, Public Relations Administrator, chose Wright Pierce as the most qualified firm. The Scope of Work and Fee schedule was submitted, discussed, and agreed upon as attached.

**ENGINEERING REPORT 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 \_\_\_\_\_ 2020, by and between City of NASHUA, NEW HAMPSHIRE of hereinafter called the OWNER, and WRIGHT-PIERCE hereinafter called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to develop and prepare a comprehensive 20 year Facility Plan for the Nashua Wastewater Treatment Facility. **Elements of the plan should include a comprehensive review of the current and projected future flows, hydraulic capacity, treatment capacity, process and associated equipment assessment, Facility infrastructure, identification of potential discharge issues, reliability and redundancy evaluation and identification of future capital improvement needs.**

hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services are required to prepare an engineering report, 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 retains 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:

**I. Services to be performed by the ENGINEER**

A. The ENGINEER agrees to produce a complete and definitive Engineering Report to meet current division requirements and to perform any and all engineering incidental thereto. The detailed scope of the work is as outlined in the attached as **Exhibit A** Plan of Study.

~~B. Furnish to the OWNER two (2) copies of information needed for the acquisition of easements, site options for treatment plant and pump stations and route options for interceptor sewers within \_\_\_\_\_ calendar days after the Engineering Report has been approved by the New Hampshire Department of Environmental Services, Water Division, hereinafter called the DIVISION.~~

C. Furnish **three (3) copies** of the Engineering Report to the OWNER and **two (2) copies** to the DIVISION. Additional copies to be available at cost.

D. Prepare applications with supporting and associated documents for Federal, State and other grant or loan programs.

1. Assists the OWNER in securing grants or loans by State, Federal and other grant or loan agencies.

E. Provide the DIVISION with **one (1) copy** of design calculations, work sheets, field notes, estimates and other data generated in preparing the Engineering Report in a form satisfactory to the DIVISION.

**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.

**III. Time of Completion**

A. The ENGINEER agrees that he will submit to the DIVISION and the OWNER for approval after modification or revision as recommended by the DIVISION and agreed to by the ENGINEER the completed report within **335** consecutive calendar days following the acceptance of the contract by the OWNER, and deliver same to the OWNER within

**365** consecutive calendar days following the date of final approval by the DIVISION.

B. It is agreed by the parties to this contract that failure by the ENGINEER to complete the work within the time stipulated under III, A, above may be considered sufficient basis for the debarment of the ENGINEER from the DIVISION'S Roster of Prequalified Engineers as provided for under New Hampshire Code of Administrative Rules Env-Wq 603.08, or the Assessment of liquidated damages as provided for under RSA 485-A: 4, XII.

**IV. 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:

Monthly billing based on hours and rates 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 Thousand Dollars**

**(\$ 300,000.00),**

and the ENGINEER agrees that the work proposed is sufficient to satisfactorily complete the study and that the monies to be paid are adequate. The attached fee schedule with labor category, hours, hourly rate, markup, incidental expenses, and fees for special services, shall be the basis for billing for engineering services.

a. The ENGINEER agrees that prior to submitting the report to the DIVISION for formal approval he shall make revisions in the report as recommended by the DIVISION and agreed to by the ENGINEER without additional compensation. After formal approval if it becomes necessary to update the report for reasons beyond the control of the ENGINEER, payment for such revision or revisions shall be made to the ENGINEER on a basis to be negotiated with the DIVISION.

**V. Additional Covenants**

A. The ENGINEER agrees to assign 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 sanitary engineer" is as defined under the DIVISION'S "Rules and Regulations for the Prequalification of Consulting Engineers." The Project Engineer shall be\*

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

\* See appended resume describing the candidate's qualifications for the assignment.

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 ENGINEER to abide by the above covenant is agreed to be sufficient basis for debarment of the ENGINEER from the DIVISION'S Roster of Prequalified Consulting Engineers as provided for under New Hampshire Code of Administrative Rules Env-Wq 603.08.

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 of 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 result 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 and shall be transmitted to the OWNER in clean and orderly condition on demand; 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 under this AGREEMENT without the prior approval and written consent of the OWNER and the DIVISION, and the contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.

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

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, NEW HAMPSHIRE

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.



WATER ~ WASTEWATER ~ STORMWATER ~ INFRASTRUCTURE

WRIGHT-PIERCE  
CERTIFICATE OF VOTE

I, Ryan T. Wingard, 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 3, 2019, 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/CEO
- Paul F. Birkel, Vice President
- Richard N. Davee, Vice President
- Walter J. Flanagan III, Vice President
- Michael D. Giggey, Vice President
- Steven C. Hallowell, Vice President
- John R. Nelson, Vice President/Treasurer/CFO
- Christopher N. Pierce, Vice President
- Richard G. Protasowicki, Vice President
- Timothy R. Vadney, Vice President
- Ryan T. Wingard, Vice President/Clerk

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

Attest:

  
\_\_\_\_\_  
Ryan T. Wingard, Clerk

Seal

Date: January 7th, 2020

<b>COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG &amp; SRF</b>	Form Approved DES 02/06
--	----------------------------

<b>PART I - GENERAL</b>	
1. GRANTEE / LOANEE <b>CITY OF NASHUA, NH</b>	2. GRANT/LOAN NO <b>TBD</b>
3. NAME OF CONTRACTOR OR SUBCONTRACTOR <b>WRIGHT-PIERCE</b>	4. DATE OF PROPOSAL <b>DECEMBER 10, 2019</b>
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) <b>230 COMMERCE WAY, SUITE 302, PORTSMOUTH, NH 03801</b>	6. TYPE OF SERVICE TO BE FURNISHED <b>PROFESSIONAL ENGINEERING</b>

**PART II - COST SUMMARY**

7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal-in-Charge	46.0	\$66.00	\$3,036	
Project Manager	136.0	\$61.00	\$8,296	
Sr. Technical Advisor	124.0	\$66.00	\$8,184	
Lead Project Engineer	356.0	\$42.00	\$14,952	
Project Engineer	439.0	\$36.00	\$15,804	
Project Engineer	656.0	\$28.00	\$18,368	
Project Engineer - Civil	68.0	\$56.00	\$3,808	
Project Architect	84.0	\$45.00	\$3,780	
Project Engineer - Structural	100.0	\$47.00	\$4,700	
Project Engineer - Mechanical	84.0	\$44.00	\$3,696	
Project Engineer - Instrument.	100.0	\$45.00	\$4,500	
Project Engineer - Electrical	100.0	\$65.00	\$6,500	
Process Designer	52.0	\$29.00	\$1,508	
GIS	8.0	\$42.00	\$336	
Admin Assistant	48.0	\$24.00	\$1,152	
<b>DIRECT LABOR TOTAL:</b>				<b>\$98,620</b>
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST	
	167.49	\$98,620		
<b>INDIRECT COSTS TOTAL:</b>				<b>\$165,179</b>
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$2,600	
(2) PER DIEM				
<b>TRAVEL COSTS TOTAL:</b>			\$2,600	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QTY	COST	ESTIMATED COST	
<b>EQUIPMENT SUBTOTAL:</b>			\$0	
c. SUBCONTRACTS			ESTIMATED COST	
Outside Lab			\$7,500	
<b>SUBCONTRACTS SUBTOTAL:</b>			\$7,500	
d. OTHER (Specify categories)			ESTIMATED COST	
<b>OTHER SUBTOTAL:</b>			\$0	
<b>e. OTHER DIRECT COSTS TOTAL:</b>				<b>\$10,100</b>
10. TOTAL ESTIMATED COST				<b>\$273,899</b>
11. PROFIT				<b>\$26,101</b>
12. TOTAL PRICE				<b>\$300,000</b>

\*\*Profit not permitted by City of Nashua on all Other Direct Costs, including subcontractors,





# Jeffrey Pinnette, PE

## SENIOR PROJECT MANAGER

---

**Project Assignment: Senior Project Manager**

### Education

M.S., Civil Engineering,  
University of Maine

B.S., Environmental  
Engineering, Rensselaer  
Polytechnic Institute

### Professional Registration

Maine  
Massachusetts  
New Hampshire

### Experience

33 Years

### Joined Firm

1987

### Professional Affiliations

New England Water  
Environment Association

New Hampshire Water  
Pollution Control Association

Maine Wastewater Control  
Association

Water Environment  
Federation

New England Biosolids and  
Residual Association

International Association on  
Water Quality

### Publications

Denis, B.M., Pinnette, J.R.  
Tobiason, D.F., McNeil, F,  
and Robertson, R.  
"Manchester, New  
Hampshire, Retools Its  
Aeration System for the Next  
Generation" NEWEA Journal,  
Summer 2017.

## Experience Summary

Mr. Pinnette is a senior project manager at Wright-Pierce with a strong background in wastewater treatment, residuals management and odor control. He currently manages projects for the city of Nashua, New Hampshire; the city of Manchester, New Hampshire; the city of Keene, New Hampshire; the Winnepesaukee River Basin Program in Franklin, New Hampshire; the town of Pepperell, Massachusetts; the city of Fitchburg, Massachusetts; the South Essex Sewerage District in Salem, Massachusetts; the Kennebec Sanitary Treatment District in Waterville, Maine; and the Lewiston-Auburn Water Pollution Control Authority in Lewiston, Maine. He has authored numerous articles on wastewater treatment, residual management, and odor control including the biofiltration and biotrickling filter sections in "TR-16: Guides for the Design of Wastewater Treatment Works," published by the New England Interstate Water Pollution Control Commission.

## Relevant Project Experience

### Wastewater Treatment

- Process Operations Review and Optimization, South Essex Sewerage District, Salem, MA
- Primary Clarifier Upgrade, Nashua, NH
- WWTF Upgrade, Pepperell, MA
- Secondary System Upgrade, Fitchburg, MA
- Local Limits Evaluation, Fitchburg, MA
- Asset Management Program Development, Winnepesaukee River Basin Program, NH
- HVAC Upgrade, Nashua, NH
- Headworks Screening Upgrade, Nashua, NH
- Industrial Impacts Evaluation at Rockland WWTF, Rockland, ME
- Main Electrical Upgrade at Franklin WWTF, Winnepesaukee River Basin Program, NH
- Aeration System Upgrade, Manchester, NH
- Asset Management Program Development, Fitchburg, MA
- Update of Standard Operating Procedures at Nashua WWTF, Nashua, NH
- Wastewater Equipment Replacement Fund Update for Nashua WWTF, Nashua, NH
- Capital and Debt Cost Allocation among Member Communities, Greater Lawrence Sanitary District, North Andover, MA
- Facility Plan Update, South Portland, ME
- Chelsea Screen House, Dewberry / Massachusetts Water Resources Authority, Chelsea, MA

Jeffrey Pinnette, PE

---

Hankins, W.D., Richardson, C.M., Tobiasson, D.F., Eames, F., and Pinnette, J.R., "Mitigating Wet Weather and Filamentous Bacterial Issues at the Lewiston-Auburn WWTF", WEFTEC, New Orleans, Louisiana, 2004

Hogan, R.S., Garcia, M.M., Pinnette, J.R., and Thayer, M.W., "Energy Self Sufficiency for New Biosolids Digestion and Drying Facilities," Biocycle, July 2003

Goodwin, J. P., Amenta, S. A.R., Delo, C., Del Vecchio, M., Pinnette, J.R., and Pytlar, T.S., "Odor Control Advances at CoComposting Facility," Biocycle, January 2000

Ohr, K., Pinnette, J.R., and Rasmussen, Ø., "Organic Residuals Management in Norway", Biocycle, December 1998

Tvedt, S., Moe, M., Pinnette, J.R., and Rasmussen, Ø., "Kristiansand Leads the Way in Biowaste Composting", Biocycle December 1998

Segall, L., and Pinnette, J.R., "Dewatering and Composting Septage Solids", BioCycle, March 1995

Giggey, M.D., Pinnette, J.R., and Dwinal, C.A., "Odor Control Factors in Compost Site Selection", BioCycle, February 1995

Richardson, C.M., Giggey, M.D., Pinnette, J.R. and DeFilipp, P.A., "Performance Testing of an Agitated Bin Composting System Constructed Under Design-Build Procurement", Proceedings, American Water Works Association, December 5-8, 1993

- Facility Plan Update and Energy Audit, Greater Augusta Utility District, Augusta, ME
- Grit Removal Upgrade, Nashua, NH
- Primary and Aeration System Improvements, Greater Lawrence Sanitary District, North Andover, MA
- CEPT and Interim Phosphorus Removal, Fitchburg, MA
- POTW Optimization Study, Fitchburg, MA
- Wet Weather Facility Upgrade, South Portland, ME
- WWTF Improvements, Plymouth, NH
- Facility Plan Amendment, Woonsocket, RI
- Energy Audit and Physical Asset Evaluation, Biddeford, ME
- Secondary System Evaluation, Greater Lawrence Sanitary District, North Andover, MA
- Secondary System Capacity Improvements, Fitchburg, MA
- New Headworks Facilities, Fitchburg, MA
- Preliminary Design of WWTF Capacity Improvements, Kennebec Sanitary Treatment District, Waterville, ME
- WWTF Capacity Evaluation, Kennebec Sanitary Treatment District, Waterville, ME
- WWTF Capacity Evaluation, Rockland, ME
- WWTF Capacity Evaluation, Lewiston-Auburn Water Pollution Control Authority, Lewiston, ME
- Value Engineering of Headworks and Secondary System Upgrades, Norwalk, CT
- Evaluation of Buy-in Fee, Greater Lawrence Sanitary District, North Andover, MA
- WWTF Blower Control Design, Bangor, ME
- WWTF Improvements for CSO Abatement, Greater Lawrence Sanitary District, North Andover, MA
- Facility Plan Evaluation, Plymouth, NH
- Aeration System Blowers, Lewiston-Auburn Water Pollution Control Authority, Lewiston, ME
- Wet Weather Flow Capacity, Lewiston-Auburn Water Pollution Control Authority, Lewiston, ME
- Capital Improvement Plan, Yarmouth, ME
- WWTF Upgrade, Manchester-by-the-Sea, MA
- WWTP Preliminary Design Report, Stonington, CT
- Activated Sludge Secondary Treatment System Upgrade, Lewiston-Auburn Water Pollution Control Authority, Lewiston, ME
- WWTP Phase II Improvements, Quonset Point, RI
- Westerly WWTP Expansion, Marlborough, MA
- New Variable Speed Drives and Blowers, Metropolitan District Commission, Hartford, CT

Richardson, C.M., Donovan, J.F., Durfee, D.D., and Pinnette, J.R., "Agitated Bin Composting From Procurement to Start-Up", BioCycle, November 1993

Giggey, M.D., Marcy, G.J., Pinnette, J.R. and St. Hillaire, G., "Start-Up of a Large Advanced Septage Treatment Facility", Proceedings, American Water Works Association, December 5-8, 1993

Pinnette, J.R., Giggey, M.D., Hendry, G.E. and Richardson, C.M., "Moisture Balance of an Open Biofilter", Compost Science & Utilization, Spring 1993

Pinnette, J.R., "Modeling the Removal of Radon - 222 from Domestic Groundwater Supplies Using Granular Activated Carbon", Master's Thesis, University of Maine, February 1986

#### Presentations

Pinnette, J.R., "Odor Control for Wastewater Utilities," MWUA Annual Trade Show, Portland, Maine, February 8, 2017

Pinnette, J.R., "Value Engineering: What Projects Need It, Why It's Important, When to Start the Process, and How To Do It," MeWEA Spring Conference, Bangor, Maine, April 15, 2016

Capano, D.E. and J.R. Pinnette, "Case Study: Evaluation and Corrective Action at the Stamford WPCF" NEWEA Annual Conference, Boston, January 27, 2016

Pinnette, J.R., and Cockburn, D.L., "Planning for Climate Change at Your Wastewater

#### Sludge Handling and Dewatering

- Dewatering System Upgrades, Keene, NH
- Dewatering System and Siloxane Removal Upgrades, Lewiston-Auburn Water Pollution Control Authority, Lewiston, ME
- Anaerobic Digester Heating Evaluation, Winnepesaukee River Basin Program, NH
- Anaerobic Digester Mixer Replacement, Nashua, NH
- Dewatering System Improvements, Nashua, NH
- Sludge Pumping Facilities, Lewiston-Auburn Water Pollution Control Authority, Lewiston, ME
- Phase I Centrifuge Dewatering Improvements, Manchester, NH
- Solids Handling Master Plan, Manchester, NH
- Sludge Handling Evaluation, Torrington, CT
- Dewatering Evaluation, Nashua, NH
- Sludge Disposal Study, Somersworth, NH
- Sludge Stabilization Evaluation, Natal, Brazil
- Sludge Handling Evaluation, Lebanon, NH
- Sludge Management Cost Review, EPA

#### Pump Stations / Collection System

- Mechanical Bar Rack Replacement at Beverly Pump Station, South Essex Sewerage District, Salem, MA
- Flow Metering, Winnepesaukee River Basin Program, NH
- Tenney Mountain Pump Station #4, Force Main Evaluation, and Phase 1 and 2 Upgrades, Plymouth, NH
- Fairground Road Sewer Settlement Evaluation and Upgrade, Plymouth, NH
- Maiden Lady Cove Pump Station Force Main Evaluation, Winnepesaukee River Basin Program, Franklin, NH
- Pump Stations Replacement and SCADA/Telemetry Upgrade, Manchester, NH
- City-wide Pump Station Evaluation, Manchester, NH
- Crescent Road Pump Station, Manchester, NH
- West Side Pump Station, Manchester, NH
- India Street Pump Station, Portland, ME
- Water and Sewer Utilities, Chatham, MA
- Submersible Pump Stations, Lisbon, ME
- Flow Metering Data Analysis, Boston, MA

#### Combined Sewer Overflow / Stormwater

- Combined Sewer Overflow Master Plan, Kennebec Sanitary Treatment District, Waterville, ME
- WWTF Capacity Evaluation, Greater Lawrence Sanitary District, North Andover, MA
- Stormwater Management Plan, Burlington, MA

Treatment Facility: What You Should Be Doing Now,"  
NEWEA Annual Conference,  
Boston, Massachusetts  
January 27, 2015

Peckenham, J.M., Pinnette,  
J.R., and MacDonald, G., "The  
Biosolids White Paper -  
Making Objective Science  
Accessible", International  
Water Association Specialist  
Conference on Biosolids,  
Moncton, New Brunswick,  
June 25, 2007

Hankins, W.D., Pinnette, J.R.,  
Cockburn, D.L., and Weare,  
R.E., "Maximizing Wet  
Weather Treatment  
Capacity, The Greater  
Lawrence Sanitary District  
Case Study", NEWEA/NYWEA  
Joint Spring Conference,  
Groton, Connecticut, 2006

Pinnette, J.R., "Odorous and  
Greenhouse Gas Emissions  
from a Manure Management  
System: Evaluation of the  
Bion NMS Waste Treatment  
System," Biocycle Northeast  
Conference, August 19, 2002

Pinnette, J.R., Goodwin, J.P.,  
and Tvedt, S., "Enclosed  
Biofilter System  
Performance," Biocycle  
Northeast Conference '99,  
Portland, Maine, September  
13-14, 1999

Pinnette, J.R., "Aeration,  
Ventilation, and Indoor Air  
Quality at Enclosed  
Composting Facilities",  
Biocycle National  
Conference, Albuquerque,  
New Mexico, May 18, 1999

Pinnette, J. R., "Odor Control  
for Biosolids Composting",  
BioCycle Northeast  
Conference '96, Portland,  
Maine, September 9-11,  
1996

### Beneficial Use of Residuals

- Biosolids Drying Facility, New England Fertilizer Company / Massachusetts Water Resources Authority, Quincy, MA
- Agitated Bin Composting Facility Improvements, Fairfield, CT
- New Composting Facility, Hooksett, NH
- Site Assessment of Sludge Processing Facility, Synagro Northeast
- Biosolids Drying Facility, New England Fertilizer Company / Greater Lawrence Sanitary District, North Andover, MA
- Storage Facility Preliminary Design, Lewiston-Auburn Water Pollution Control Authority, Lewiston, ME
- Sludge Handling Evaluation, Boothbay Harbor, ME
- Agitated Bin Facility, Santa Rosa, CA
- Fraser Paper Disposal Options, Madawaska, ME
- Tunnel Composting Facility, So. Middleborough, MA
- Composting Facility Operations Assistance, Old Orchard Beach, ME
- Windrow Composting Upgrade, Durham, NH
- Compost Facility Study, Lewiston-Auburn Water Pollution Control Authority, Lewiston, ME
- Biosolids Composting Facility Evaluation, Southern Maine
- Cost Model for New Agitated Bin Composting Facility, Hartford, CT
- Funding and Regulatory Approval, East London, South Africa
- Agitated Bin Composting Facility, Rockland County, NY
- Sludge Drying Facility, Fairhaven, MA
- Biowaste Composting Evaluation, Lewiston, ME
- Compost Facility Planning, Sacramento, CA
- Biowaste Composting Facility, Stavanger, Norway
- Biowaste Processing Facility Design, Drammen, Norway
- Agitated Bin Composting Facility, Kristiansand, Norway
- Containerized Composting System Design and Permitting, Keene, NH
- Aerated Static Pile Composting Facility and Odor Control Design, Bar Harbor, ME
- Aerated Static Pile Composting Facility Design, Wolfeboro, NH
- Aeration Systems Design, Poland, ME
- Biomass Ash Permitting and Marketing, Western Maine
- Agitated Bin Composting Facilities Study, BFI Organic, Unity, ME
- Penley Corner Sludge Composting Facility, Lewiston-Auburn Water Pollution Control Authority, Lewiston, ME
- Aerated Static Pile Composting Facility Evaluation, South Portland, ME

### Odor Control

- STEP Tunnel Odor Control System, Abu Dhabi, UAE
- STEP Tunnel Odor Control System, Abu Dhabi, UAE
- Primary and Secondary Scrubber Detailed Evaluation, Naugatuck, CT
- Facility Plan Update, Fairfield, CT

Pinnette, J.R., Dwinal, C.A., Giggey, M.D. and Hendry, G.E., "Design Implications of the Biofilter Heat and Moisture Balance", Proceedings, 1995 USC/TRG Conference on Biofiltration, Los Angeles, California, October 5-6, 1995

Pinnette, J.R., Dwinal, C.A., and Giggey, M.D., "Porosity of Biofilter Media", Proceedings, USC/TRG Conference on Biofiltration, Los Angeles, California, October 5-6, 1995

Richardson, C.M., Pinnette, J.R., and Ecker, J.E., "Working Biofilters at Composting Facilities: Moving from Art to Science", Proceedings, WEF/AWWA Specialty Conference on Residual/Biosolids Management, Kansas City, Missouri, July 23-26, 1995

Pinnette, J.R., Giggey, M.D., Marcy, G.J., and O'Brien, M.A., "Performance of Biofilters at Two Agitated Bin Composting Facilities", Annual Meeting of the Air & Waste Management Association, Cincinnati, Ohio, June 1994

Giggey, M.D., Dwinal, C.A., Pinnette, J.R., and O'Brien, M.A., "Performance Testing of Biofilters in a Cold Climate", Proceedings, Water Environment Federation Specialty Conference on Odor and Volatile Organic Compound Emission Control, Jacksonville, Florida, April 24-27, 1994

Richardson, C.M., Durfee, D.D., Giggey, M.D. and Pinnette, J.R., "Permitting, Procurement, and Start-Up of an Innovative Agitated Bin Composting Facility", Annual

- Odor Control Evaluation and Conceptual Design for New Dewatering Facilities, Veolia N.A., Poughkeepsie, NY
- Packed-Bed Scrubber Evaluation and Odor Control Operational Review, South Essex Sewer District, Salem, MA
- WPCF Odor Control Evaluation and Operational Assistance, Stamford, CT
- Odor Control for WWTP Upgrade, Mattabassett District, Cromwell, CT
- WWTF Improvements, Dover, NH
- WWTF Odor Evaluation, Naugatuck, CT
- Odor Control Improvements, CSO Storage Tunnel, Narragansett Bay Commission, Providence, RI
- Odor Control Improvements, New England Organics, Unity Township, ME
- Agitated Bin Composting Facility, Coff's Harbour, NSW, Australia
- Odor Control Evaluation, Farmington, CT
- Evaluation of Odor Control, Plymouth, NH
- Odor Control Evaluation, Merrimack, NH
- Odor Control Evaluation, Acton, MA
- Odor Control Evaluation, Torrington, Wyndham, and Killingly, CT
- Biofilter O&M Assistance, Sanford, ME
- Primary Clarifier and Odor Control Improvements, Portland, ME
- Odor Control, Reedy Creek Improvement District, Orlando, FL
- WWTF Odor Evaluation, Manchester, NH
- Odor Control Programs, Augusta, ME

### **Septage**

- Interstate Septic Systems, Rockland, ME
- Septage Treatment Facility, Yarmouth, MA
- Tri-Town Septage Treatment Facility Improvements, Orleans, MA
- Collection System and Treatment Plant Design Report, Falmouth, MA
- Conceptual Design Report, New England Processors, Northern New England

### **Water Quality**

- WWTF Toxicity Reduction Evaluation, Rockland, ME
- Groundwater Nitrogen Loading Model, Yarmouth, MA
- Water Quality and Discharge Assessment, Groton, CT
- Secondary Treatment Waiver, Newport, RI

### **Water Resources**

- Flood Plain Evaluation of the North Nashua River in Vicinity of the Fitchburg Easterly WWTF, and Letter of Map Revision Submittal to FEMA, Fitchburg, MA

### **Water**

- Water Supply, Treatment and Distribution System, Readfield, ME

**20-YEAR FACILITY PLANNING STUDY (Phase 1)  
CITY OF NASHUA, NEW HAMPSHIRE  
WASTEWATER TREATMENT FACILITY**

**I. Scope of Work**

This scope of work has been prepared for assisting the City in continuing its efforts towards addressing current and future capital planning needs. The Wastewater Facility Planning Study will include:

- A comprehensive review of the current and projected future flows and loads,
- An assessment of the plant hydraulic and treatment capacity,
- An assessment of the process and ancillary equipment,
- The identification of potential discharge issues, and
- Identification of future capital improvement needs.

These evaluations will be conducted for the main wastewater treatment facility (WWTF), the wet weather flows treatment facility (WWFTF), and the solids handling facilities. The tasks detailed below summarize the proposed investigations in greater detail. We anticipate working with the City in a step-wise manner with monthly progress meetings, brainstorming on each of the major task elements, interim technical memorandum that summarize the findings of each task as it is addressed, and then summarizing all of the findings and recommendations in the Report. The report will synthesize the individual findings and document the overall implementation plan based on a detailed review, discussion and approval by the City.

**A. Preliminary Planning**

1. Meet with City staff to review and confirm overall scope and approach of project. Conduct brainstorming on each element of the scope of work to identify key issues to be evaluated or problem issues to be addressed.
2. Review available plant data, including:
  - a. WWTF Monthly Operating Reports, quarterly toxicity reports, and other operational data, including all available information on sludge quantities, for the most recent 5-year period from 2014 through 2019. This will

include reports for the WWTF. It is assumed the other CSO facilities are not part of this facility planning effort.

- b. The current and draft NPDES permits, the status of discharge requirements at the facility, and the pending application for a new permit.
- c. The latest budget and Capital Improvements Plan (CIP). It is assumed the City will provide:
  - A summary of budgetary expenses over past 5 years by category, including labor, electrical and fuel use, chemicals, sludge transport and disposal, replacement parts and equipment, and other appropriate categories.
  - A summary of accounting for the WWTF within the City budget in terms of funding for normal operations and capital improvements and provide a summary of outstanding loans.
  - The latest version of the Wastewater Equipment Replacement Fund spreadsheet.
  - A current staffing plan both in terms of overall staffing levels and structure and specific deployment during each work week.
  - A summary of staffing changes over last 10 years.

3. Review past studies and reports including:

- a. Latest City master planning documents and GIS mapping files,
- b. Latest update of the long-term control plan (LTCP) for CSO abatement,
- c. Pump station upgrade plans,
- d. Capacity Analysis Update (2017)
- e. Inflow and infiltration (I/I) related efforts,
- f. Facility O&M Manual with latest updates particularly for the aeration upgrade project,
- g. Basis of Design reports for all recent upgrade projects,
- h. Energy audit reports,
- i. Any other relevant reports and studies including the SCADA system evaluation, and the condition assessment for the interior of the egg-shaped digester.

## **B. Project Administration and Meetings**

1. Each month we will submit a report that details the work performed by the team on each major task with the monthly project invoice.
2. The following meetings will occur throughout the duration of the project:
  - a. Eight (8) progress and brainstorming meetings with the project team and City staff.
  - b. One project presentation meeting to present final report to City staff.

## **C. Define Current and Projected Future Influent Wastewater Flows and Loads**

1. Analyze influent wastewater flows and loads for the five (5) year period from 2014 through 2019.
  - a. Trend average, minimum, maximum monthly, peak daily and peak hourly flows for main WWTF including overall flows, secondary flow and secondary bypass flow and WWFTF.
  - b. Trend average, minimum, maximum monthly, and peak daily loading data for BOD and TSS to the main WWTF and the WWFTF.
  - c. Document septage flows and loadings and other commercial flows.
  - d. Summarize all available data for nitrogen, phosphorus or other parameters in the influent.
2. City to provide future population and development growth projections within the City's currently sewered areas, including Tyngsboro, Hudson and any other municipalities who may discharge to the Nashua system in the future.
3. Based on non-sewered population projections, estimate current and future septage generation. Consider impacts of sewer extensions into areas currently served by septic systems.
4. Utilize the results from the current Long Term Control Plan study to estimate current and future infiltration/inflow flow rates.
5. Project future wastewater flows and loads for a 20-year planning period based on projected growth and the anticipated impact of any CSO and I/I projects.

6. Prepare technical memorandum summarizing projected growth in residential, commercial, industrial, and institutional flows. Meet with City staff to review and finalize memorandum.

#### **D. Analyze WWTF Effluent Quality and Sludge Quantities**

1. Analyze primary treatment removal rates for BOD and TSS and typical effluent quality both in terms of concentration and mass loading. Summarize available data on primary sludge quantities and compare to predicted values based on removal rates.
2. Analyze available data on primary effluent nitrogen and phosphorus levels. If necessary, develop a plan for supplemental nitrogen and phosphorus monitoring to be conducted by the City (WP has budgeted an allowance of \$7,500 for outside lab effort). Develop a preliminary estimate of nitrogen and phosphorus loadings based on best available information.
3. Analyze the performance of the secondary system in terms of flows treated, BOD and TSS removal rates and typical effluent quality in terms of concentration and loading.
4. For conditions when the secondary bypass is activated, analyze BOD and TSS concentration and loading in primary effluent, secondary effluent, and combined effluent.
5. Assess discharge permit compliance for the main WWTF both on days with no secondary bypass and with secondary bypass including BOD and TSS concentration and loading and effluent disinfection parameters.
6. Develop a summary of secondary sludge quantities.
7. Analyze sludge thickening operations for primary and secondary sludges including capture rates and typical thickened sludge concentrations, flow and solids quantities.
8. Analyze anaerobic digester performance in terms of solids loading rates, solids destruction, and gas production.

9. Analyze dewatering performance including solids capture, polymer consumption, and cake solids. Summarize annual average, peak monthly, and peak daily sludge quantities.
10. For WWFTF flows, summarize available data on BOD and TSS removal rates and effluent quality in terms of concentration and loading.

#### **E. Conduct Plant Infrastructure Assessment**

1. Develop a comprehensive plant infrastructure asset inventory:
  - a. Assess options for asset inventory database including Excel spreadsheets; Revit model with Access database; existing CMMS systems in use by City; proprietary asset management systems; or a hybrid approach.
  - b. Based on the results of the above sub-tasks, develop a comprehensive plant infrastructure asset inventory. For budgeting purposes, the use of Wright-Pierce's Excel-based Asset Management System has been assumed. The existing WERF list would be incorporated into the overall asset inventory. It is assumed the asset inventory will include a comprehensive inventory of equipment systems, buildings and structures; electrical control systems; and piping systems as separate worksheets in an Excel workbook.
  - c. The initial asset inventory shall be populated with information on the age of the asset, materials of construction, and typical life to replacement.
2. Conduct condition assessments identifying specific upgrade needs. Condition assessments will include:
  - a. Process equipment and piping
    - i. Process equipment and piping assessment by process engineer(s) updating remaining life estimates from existing WERF list and expanding to any smaller equipment system added to inventory.
  - b. HVAC and plumbing systems will be assessed by a mechanical engineer specializing in these systems.
  - c. Buildings, structures and tanks will be evaluated by a combination of architect and structural engineer.

- d. Instrumentation, controls and SCADA system components will be evaluated by an instrumentation engineer.
  - e. Electrical power distribution systems will be evaluated by an electrical engineer. Electrical standby generators will be evaluated by an electrical engineer and mechanical engineer.
  - f. Roadways, access drives, parking areas and walkways will be assessed by a civil engineer.
3. Each discipline engineer will prepare a memorandum that summarizes the findings from the site visit including the specific condition assessment results as well as larger planning issues such as opportunities to improve energy efficiency or enhance performance and reliability. Provide recommendations for maintenance, such as coatings and other restorative measures.

#### **F. Comprehensive Plant Evaluation**

1. Treatment Plant Unit Process Analysis: This subtask includes documentation of existing conditions (completed under Task F), treatment capacities, present needs, and anticipated future needs based on appropriate design standards and anticipated future requirements. Future considerations will include potential effluent standards based on general EPA permitting trends in the watershed and also the preliminary draft NPDES permit. The following major systems will be included in the comprehensive plant evaluation:
  - a. Influent Screening
  - b. Influent Pumping
  - c. Grit Removal
  - d. Primary Clarification System
  - e. Activated Sludge System (blowers, diffusers, RAS/WAS pumping)
  - f. Secondary Clarification System
  - g. Disinfection
  - h. Gravity Thickeners
  - i. WAS Sludge Thickening and Storage
  - j. Sludge Pumping and Conveyance systems

- k. Anaerobic Digestion System
  - l. Sludge Dewatering
  - m. Wet Weather Treatment Facility (influent screening, pumping, and Actiflo process)
  - n. Instrumentation and Control, SCADA System
  - o. Odor Control Systems
2. Prepare a comprehensive process flow diagram for the main WWTF and the WWFTF showing all major return flows.
  3. Building Systems and Site Evaluation
    - a. Evaluate WWTF buildings and structures for current condition (completed under Task F), *compliance with applicable codes and necessary improvements including structural integrity, heating and ventilation systems, roofing systems, architectural items.*
    - b. Evaluate all existing power distribution and electrical systems, including transformer(s), MCC's and standby power generation for current condition (completed under Task F), *compliance with applicable codes and identify necessary improvements for present and future load needs.*
    - c. Review current FEMA flood maps for floodplain and required finished floor elevations. Assess site conditions (completed under Task F) for present and recommended future scenarios.

**G. Sludge Handling and Disposal/Beneficial Reuse**

1. Evaluate existing solids handling and anaerobic digestion operation and assess impacts of upcoming phosphorus removal and future flows and loads and unit process changes on the operation.

**H. Evaluate alternatives for handling peak wet weather flows through the secondary treatment process of the main WWTF**

1. Evaluate improvements that could be implemented to improve the WWTF's capability to handle short-term wet weather peak flows and to recover from these flows. The improvements to be evaluated are:

- a. Process modifications to improve mixed liquor settleability and retain solids within the aeration tanks and/or clarifiers;

#### **I. Evaluate Nitrogen and Phosphorus Removal Alternatives**

1. Perform an initial screening of potential phosphorus and long-term nitrogen removal alternatives.
2. Calibrate process model.
3. Perform computer modeling to evaluate enhanced biological phosphorus removal.
4. Evaluate chemical phosphorus removal alternatives.
5. After the nitrogen removal technologies have been screened and identified, perform computer modeling to evaluate the most viable alternatives.
  - a. Long-term nitrogen removal alternatives will be primarily focused on processes that can achieve effluent total nitrogen levels between 6 to 10 mg/l.
  - b. Considerations will be given to future nitrogen removal processes than can achieve LOT nitrogen levels. However, process modeling will not be conducted for those processes as part of this facility plan.
6. Perform a life-cycle cost analysis of each of the viable phosphorus removal alternatives identified and evaluate the advantages and disadvantages of each. For budgetary purposes, assume up to 2 phosphorus removal alternatives will be evaluated in detail.
7. Perform a life-cycle cost analysis of each of the viable nitrogen removal alternatives identified and evaluate the advantages and disadvantages of each. For budgetary purposes, assume up to 2 nitrogen removal alternatives will be evaluated in detail.

#### **J. Development of Recommended Plan**

1. Review overall upgrade needs and anticipated timing and develop overall implementation plan addressing:
  - a. Any phasing of improvements based on either anticipated future discharge criteria changes or anticipated growth in future flows and loads,
  - b. Summarizing recommended unit process upgrades,

- c. Planning level capital cost estimate as well as estimates of impacts on operating costs.
2. Summarize implementation plan recommendations and hold a workshop with City staff to review and discuss. Workshop results to be included in Draft Report (Task L).

#### **K. Report**

1. Generate a Draft Report summarizing the analysis, findings and recommendations of facility planning efforts.
2. Meet with City staff, and if desired NHDES to discuss report and to review comments.
3. Finalize the report and present to City staff.

#### **L. CWSRF Assistance**

1. Assist the City in preparing Clean Water State Revolving Fund Loan applications for planning principal forgiveness and asset management principal forgiveness.

ENGINEER assumes that key City staff (i.e. WWTF Operations Manager; WWTF operational staff, and City Planner as needed) will be available for the meetings/workshops identified above, and will provide Wright-Pierce with necessary information including any available flow studies, reports, plans, mapping, data, master plans, GIS files, and feedback/decisions, etc.

## II. Schedule

ENGINEER shall complete the above tasks within 365 days of the CLIENT's written Authorization to Proceed. The Tasks will generally be completed as follows:

Receive NTP from City	January 2020
Task A	January 2020
Task C	January – April 2020
Task D	January – April 2020
Task E	April – August 2020
Task F	May – September 2020
Task L	June 2020 (CWSRF Applications due)
Task G	August - September 2020
Task H	August - September 2020
Task I	August - October 2020
Task J	November 2020
Task K.1 (Draft Report)	December 2020
Task K.3 (Final Report)	January 2021

**SUMMARY OF ESTIMATED STAFF EFFORT (HOURS) AND COSTS  
FACILITY PLANNING STUDY  
CITY OF NASHUA, NH**

TASK DESCRIPTIONS	TOTAL HOURS	NON-LABOR	SUBS	DIRECT LABOR COST	TOTAL	SUB-TOTALS
<b>A Preliminary Planning</b>						
1 Meet with City	28	\$200.00	\$0.00	\$1,332.00	\$4,119.28	
2 Review plant data	26	\$0.00	\$0.00	\$1,092.00	\$3,213.09	
3 Review past studies/reports	30	\$0.00	\$0.00	\$1,068.00	\$3,142.47	\$10,474.83
<b>B Project Admin.</b>						
1 Monthly report	28	\$0.00	\$0.00	\$1,576.00	\$4,837.21	
2 Progress Meetings (8)	172	\$600.00	\$0.00	\$7,616.00	\$23,009.24	\$27,646.45
<b>C Define Flows and Loads</b>						
1 Analyze existing flows/loads	52	\$0.00	\$0.00	\$1,838.00	\$5,408.11	
2 Estimate future growth	15	\$100.00	\$0.00	\$550.00	\$1,718.31	
3 Estimate current/future septage	14	\$0.00	\$0.00	\$494.00	\$1,355.27	
4 Estimate current/future III flows	32	\$0.00	\$0.00	\$1,072.00	\$3,154.24	
5 Estimate future flows/loads	30	\$0.00	\$0.00	\$1,036.00	\$3,048.32	
6 Develop flows/loads memorandum	50	\$0.00	\$0.00	\$1,936.00	\$5,696.47	\$20,390.72
<b>D Analyze WWTF Effluent Quality &amp; Sludge Quantities</b>						
<b>E Plant Infrastructure Assessment</b>						
1 Develop Infrastructure asset inventory	240	\$100.00	\$0.00	\$8,472.00	\$25,027.93	
2 Condition assessments	260	\$400.00	\$0.00	\$12,000.00	\$35,708.68	
3 Discipline-specific technical memoranda	104	\$0.00	\$0.00	\$4,412.00	\$12,981.82	
	0	\$0.00	\$0.00	\$0.00	\$0.00	\$73,718.43
<b>F Comprehensive Plant Evaluation</b>						
1 Unit Process Analysis	272	\$400.00	\$7,500.00	\$10,252.00	\$38,065.38	
2 Process Flow Diagram	68	\$0.00	\$0.00	\$2,384.00	\$7,014.66	
3 Building Systems/Site Eval	364	\$400.00	\$0.00	\$17,068.00	\$50,620.71	\$95,700.75
<b>G Sludge Handling and Disposal/Beneficial Reuse</b>						
1 Evaluate existing operations	52	\$0.00	\$0.00	\$2,228.00	\$6,555.64	
<b>H Evaluate Peak Flow Alts</b>						
1 Evaluate process modifications	26	\$0.00	\$0.00	\$1,076.00	\$3,166.01	\$3,166.01
1 Evaluate N/P Removal Alts	44	\$0.00	\$0.00	\$1,856.00	\$4,872.60	
1 Initial screening of alts.	24	\$0.00	\$0.00	\$1,104.00	\$3,248.40	
2 Process modeling of P alts.	20	\$0.00	\$0.00	\$728.00	\$2,142.06	
3 Eval. chemical P-removal alts.	24	\$0.00	\$0.00	\$1,104.00	\$3,248.40	
4 Process modeling of N alts.	22	\$0.00	\$0.00	\$812.00	\$2,389.22	
5 LCCA of P-removal alts.	22	\$0.00	\$0.00	\$812.00	\$2,389.22	\$18,289.50
6 LCCA of N-removal alts.						
<b>J Development of Recommended Plan</b>						
1 Develop Implementation plan	103	\$0.00	\$0.00	\$4,640.00	\$13,652.69	
2 Workshop with City Staff	28	\$200.00	\$0.00	\$1,160.00	\$3,672.02	\$17,324.71
<b>K Report</b>						
1 Generate Draft Report	94	\$0.00	\$0.00	\$3,292.00	\$9,666.35	
2 Review with City/address comments	48	\$100.00	\$0.00	\$1,940.00	\$5,808.24	
3 Present Final Report	84	\$100.00	\$0.00	\$3,208.00	\$9,539.19	\$25,033.77
<b>L CWSRF Assistance</b>						
1 Prepare two CWSRF loan applications	20	\$0.00	\$0.00	\$672.00	\$1,977.29	\$1,977.29
<b>TOTAL HOURS</b>	<b>2,401</b>	<b>\$2,600.00</b>	<b>\$7,500.00</b>	<b>\$98,620.00</b>	<b>\$300,278.50</b>	<b>\$293,722.66</b>

Direct Labor	\$98,620.00
Indirect Labor	\$165,178.64
Non-Labor	\$2,600.00
Subcontractor	\$7,500.00
Sub Markup	\$0.00
Fixed Fee	\$26,101.36
Total Fee	\$300,000.00

## **EXHIBIT B**

### **CITY OF NASHUA PROFESSIONAL SERVICES GENERAL TERMS and CONDITIONS**

1. DEFINITIONS	GC--2
2. PROFESSIONAL ENGINEER STATUS	GC--2
3. STANDARD OF CARE	GC--2
4. CITY OF NASHUA REPRESENTATIVE	GC--3
5. CHANGES TO SCOPE OF WORK	GC--3
6. CITY OF NASHUA COOPERATION	GC--3
7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES	GC--3
8. TERMINATION OF CONTRACT	GC--4
9. DISPUTE RESOLUTION	GC--5
10. NO DAMAGES FOR DELAY	GC--6
11. INSURANCE	GC--6
12. INDEMNIFICATION	GC--7
13. FISCAL CONTINGENCY	GC--7
14. COMPENSATION	GC--7
15. COMPLIANCE WITH APPLICABLE LAWS	GC--7
16. NONDISCRIMINATION	GC--8
17. ENDORSEMENT	GC--8
18. ASSIGNMENTS, TRANSFER, DELEGATION, OR SUBCONTRACTING	GC--8
19. CITY INSPECTION OF CONTRACT MATERIALS	GC--9
20. DISPOSITION OF CONTRACT MATERIALS	GC--9
21. PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS	GC--9
22. FINAL ACCEPTANCE	GC--10
23. TAXES	GC--10
24. NON-WAIVER OF TERMS AND CONDITIONS	GC--10
25. RIGHTS AND REMEDIES	GC--10
26. PROHIBITED INTERESTS	GC--10
27. THIRD PARTY INTERESTS AND LIABILITIES	GC--11
28. SURVIVAL OF RIGHTS AND OBLIGATIONS	GC--11
29. SEVERABILITY	GC--11
30. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT	GC--11
31. CHOICE OF LAW AND VENUE	GC--11

## *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 Engineer. All future questions Professional Engineer may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Professional Engineer's question or position. The City of Nashua representative shall render a

decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Professional Engineer prior to having received the City of Nashua's resolution shall be at Professional Engineer's risk and expense. 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 of the City of Nashua. Professional Engineer is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

## 8. TERMINATION OF CONTRACT

**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. 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 under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a 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 Profession 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, 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 "Title 41" Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

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.

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.
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.

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 (including those remitted to the City of Nashua by Professional Engineer pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to 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 or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and 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.



# THE CITY OF NASHUA

*Administrative Services*

*Purchasing Department*

*"The Gate City"*

January 9, 2020  
Memo #20-070

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR PHASE III LANDFILL – ENGINEERING AMENDMENT #1 (VALUE:  
\$89,700)  
DEPARTMENT: 168 SOLID WASTE; FUND: SOLID WASTE

Please see the attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated December 19, 2019 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 Solid Waste Department Superintendent, Board of Public Works (January 19, 2019 meeting) and the Purchasing Department recommend the award of Amendment #1 in an amount of **\$89,700** to **Sanborn, Head & Associates of Concord, NH**.

Respectfully,

Dan Kooker  
Purchasing Manager

Cc: J Lafleur L Fauteux

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: December 19, 2019

From: Jeff Lafleur, Superintendent  
Solid Waste Department

Re: Phase III Landfill Construction Quality Assurance Services Change Order #1

**Attachment:** See Motion A Attachment

**B. Motion:** To approve Change Order #1 with Sanborn, Head & Associates, Inc. of Concord, NH for \$89,700 to provide the Solid Waste Department with Construction Quality Assurance (CQA) services for the Phase III Landfill construction. Funding will be through Department: 168 Solid Waste; Fund: Solid Waste; Activity: Phase III Landfill.

**Discussion:** On February 18, 2019, Sanborn, Head & Associates, Inc. (Sanborn Head) submitted a proposal to provide the Solid Waste Department with Construction Quality Assurance (CQA) services for the construction of the Phase III landfill. The Change order above is a culmination of delays to the project by DES. A detailed letter is attached of the added changes to the project.

AMENDMENT NO.1  
TO  
AGREEMENT BETWEEN

CITY OF NASHUA, NEW HAMPSHIRE  
AND  
SANBORN HEAD & ASSOCIATES

FOR  
PROFESSIONAL ENGINEERING SERVICES

This AMENDMENT No.1 made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between The City of Nashua, New Hampshire, (hereinafter called OWNER), and Sanborn, Head & Associates (hereinafter called ENGINEER).

WHEREAS, an AGREEMENT was entered into on April 17, 2019 between the OWNER and ENGINEER, which AGREEMENT is entitled "*Phase III Landfill Construction- Quality Assurance Services.*"

hereinafter referred to as AGREEMENT.

WHEREAS, the ENGINEER is requesting supplementary funds to perform additional engineering that evolved to include components that were not anticipated at the time the existing budget was established. In addition, the total length of the project was increased due to construction and permitting delays. Our original proposal assumed that construction would take approximately 16 weeks, the Phase III construction project is currently in its 26th week of construction. The additional time and requests for services require a change to the approved budget, in accordance with attached scope of work dated November 12, 2019.

NOW, THEREFORE, in consideration of said AGREEMENT and other good and valuable considerations, it is hereby agreed and acknowledged by and between OWNER and ENGINEER to amend the AGREEMENT, as follows:

The AGREEMENT shall be amended to include this Amendment, a copy of which shall be attached thereto and made a part thereof.

4. **COMPENSATION.** Professional Engineer agrees to perform the work for a total cost not to exceed

*Three Hundred Forty Four Thousand Seven Hundred Dollars (\$344,700)*

IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT to said AGREEMENT as of the day and year first above written.

**ENGINEER:**

SANBORN HEAD & ASSOCIATES

By: \_\_\_\_\_  
*Sanborn Head & Associates (Authorized Representative)*

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

**OWNER:**

CITY OF NASHUA

By: \_\_\_\_\_  
*Mayor James W. Donchess, Mayor*

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

Mr. Jeff Lafleur  
Superintendent  
Nashua Division of Public Works, Solid Waste Department  
840 West Hollis Street  
Nashua, NH 03062

November 12, 2019  
File No. 3066.18

**Sent via email**

Re: Change Order Request  
Construction Quality Assurance Services – Phase III  
City of Nashua Four Hills Landfill  
Nashua, New Hampshire

Dear Jeff:

Sanborn, Head & Associates, Inc. (Sanborn Head) appreciates the opportunity to be of continued service to the City of Nashua (City). As we recently discussed, based on the additional requirements imparted by the New Hampshire Department of Environmental Services (NHDES) on the Phase III construction project and the associated construction delays, we will exceed the approved budget for the Phase III Construction Quality Assurance Services project. This letter presents our request for a change to our budget.

### **Background**

Sanborn Head's original scope of services, described in our proposal dated February 18, 2019, included the following three (3) tasks:

- CQA Services;
- Construction Meetings/Documentation; and
- CQA Report.

However, during construction our scope evolved to include components that were not anticipated at the time the existing budget was established. In addition, the total length of the project was increased due to construction and permitting delays. Our original proposal assumed that construction would take approximately 16 weeks, and as of the date of this letter, the Phase III construction project is currently in its 26<sup>th</sup> week of construction. The additional time and requests for services require a change to our approved budget.

### **Additional Services Already Provided**

Since submitting the February 2019 proposal, several requests were made that were outside our Construction Quality Assurance Services agreement. Below is a list of the major differences that were not reflected in our proposal:

- Preparing narratives, figures, and tables associated with the Groundwater Demonstration required by Condition 6 of the Phase III permit, dated December 5, 2018;

- Preparing modified base grades based on elevated groundwater readings;
- Meeting with the NHDES regarding Groundwater Demonstration and revised grading;
- Preparing calculations, redesigning leachate collection system components, and compiling a Type II permit modification application at the request of the NHDES based on the modified Phase III grading;
- Updating project quantities for the selected contractor;
- Preparing modified perimeter grades to offset additional fill required to construct the Phase III modified base grades;
- Developing a procedure to decommission the I/P Trench and coordinating with the NHDES;
- Meeting with the NHDES to discuss the I/P Trench decommissioning procedure;
- Reviewing the contractor's change order request, preparing a change order review document, and communicating/coordinating with the City on our review and the City's position on select change order items;
- Preparing for and attending a meeting with Ward 5 regarding the Phase III construction project and the Four Hills Landfill in general; and
- Providing field CQA services beyond the originally anticipated construction schedule of 16 weeks.

The cost to provide the services above was roughly **\$60,500** and was billed out of Task 1 CQA Services.

### **Remaining Scope Items**

To complete our Construction Quality Assurance scope of services and to maintain compliance with the Solid Waste Rules, we still need to complete the following tasks during the Phase III construction project:

- Provide CQA services (approximately 4 more weeks of full-time and part-time coverage based on the projected construction schedule provided by Charter – see enclosed). The additional field coverage time that our budget increase assumes for this task is included in the enclosed schedule and is also summarized below:
  - 3 days of full-time coverage for “ramp” subgrade and geosynthetics installation.
  - Field visit check-ins once the liner system components are installed “as needed.” For the purposes of this budget increase, we assume 7 check-ins.
- Provide laboratory testing services for soils and geosynthetics;
- Prepare for and attend weekly construction meetings – we recommend reducing the construction meetings to occur bi-weekly (i.e., every other week) to reduce costs considering the limited amount of work that remains. For the purposes of this budget increase, we assume there will be 3 more construction meetings;
- Prepare bi-weekly construction summaries to NHDES. We assume 3 summaries will be required for the remainder of the project;

- Update the facility's operating, closure, and financial assurance plans to satisfy permit conditions; and
- Prepare the CQA Report and Record Drawings for submittal to the NHDES.

### Budget Adjustment

The original budget for each task under this scope of services is provided in the table below along with the proposed adjusted budget that we believe is required to finish out the Construction Quality Assurance Services project. The proposed adjusted budget is based on the estimated time commitment required to complete the remaining services described above in addition to expenses associated with material conformance testing, printing, mileage, and tolls.

Task	Task Description	Original Budget	Proposed Budget Increase	Proposed Adjusted Budget
1	CQA Services	\$217,500	\$75,500	\$293,000
	<i>Out of Scope Items &amp; Schedule Extension</i>	-	\$60,500	-
	<i>Remaining Field Services</i>	-	\$15,000	-
2	Construction Meetings/Documentation	\$17,500	\$4,200	\$21,700
3	CQA Report	\$20,000	-	\$20,000
4	Permit Conditions Support	-	\$10,000	\$10,000
	<b>Total</b>	<b>\$255,000</b>	<b>\$89,700</b>	<b>\$344,700</b>

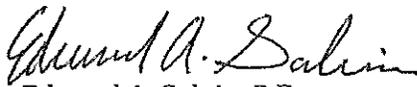
Based on our discussions with the City, Task 4 was added to separate out the proposed costs to prepare the documents associated with the Phase III permit conditions that will be submitted to the NHDES prior to the Notice of Intent to Operate application. We are not including the cost to prepare the Financial Assurance Update as that was already budgeted to be completed under our General Engineering Services agreement.

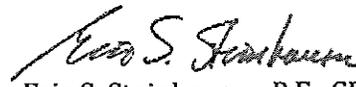
### Acceptance

We understand that acceptance of this budget adjustment will be provided in a City issued Purchase Order to Sanborn Head for these services.

Thank you for the opportunity to be of continued service to the City. We look forward to working with you on this project. Please contact us should you require additional information.

Very truly yours,  
SANBORN, HEAD & ASSOCIATES, INC.

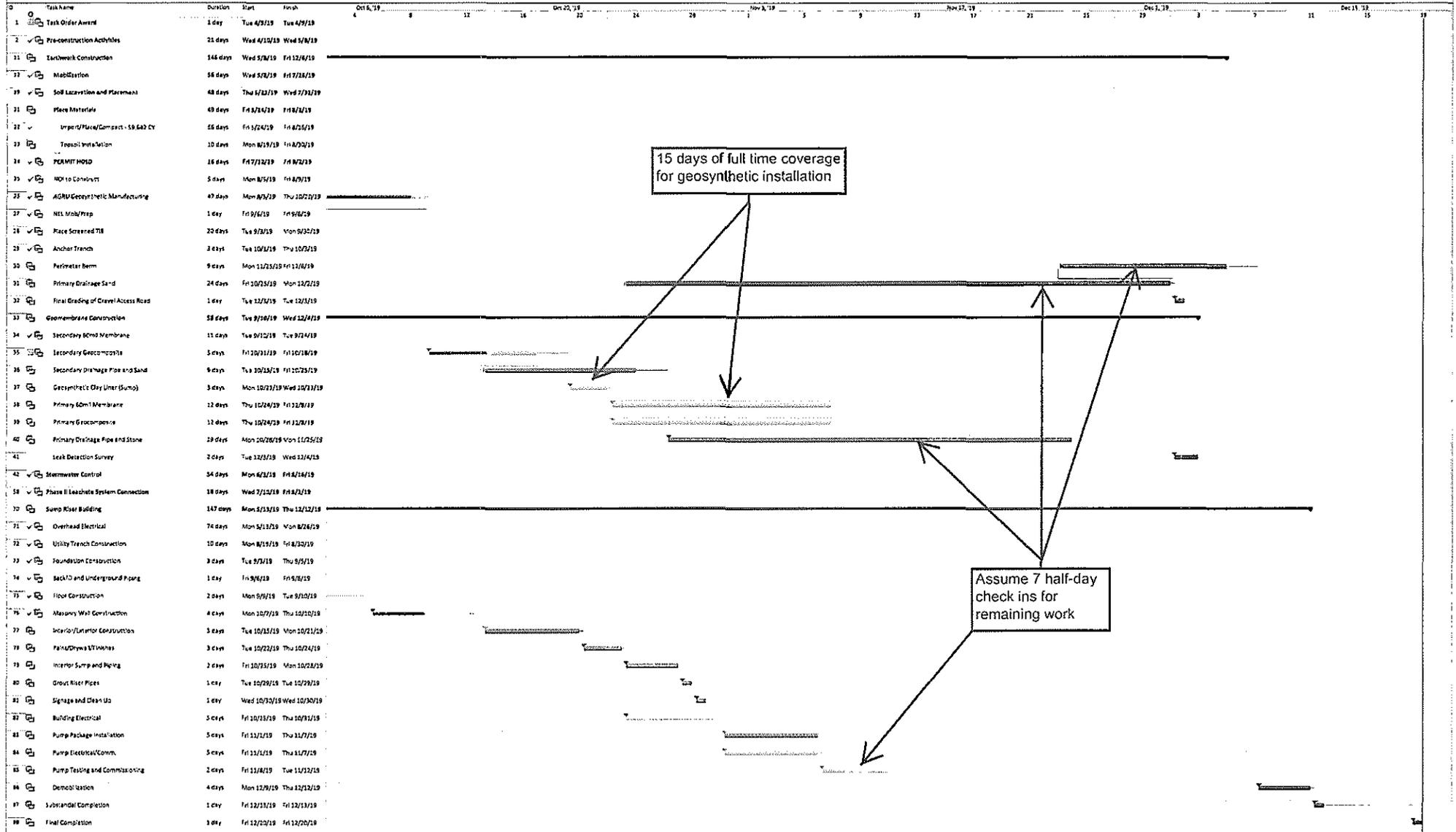
  
Edward A. Galvin, P.E.  
Project Manager

  
Eric S. Steinhauser, P.E., CPESC, CPSWQ  
Senior Vice President and Principal

EAG/ESS:eag

Enclosure: Latest contractor construction schedule

P:\3000s\3066.18\Project Control\Budget Increase\20191112 Budget Increase Letter.docx



15 days of full time coverage for geosynthetic installation

Assume 7 half-day check ins for remaining work



# THE CITY OF NASHUA

*Administrative Services*

*Purchasing Department*

*"The Gate City"*

January 9, 2020  
Memo #20-071

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

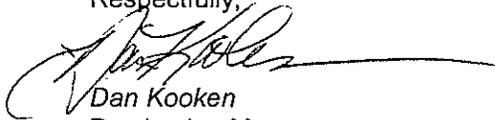
SUBJECT: CONTRACT FOR PHASE III LANDFILL – CONSTRUCTION CHANGE ORDER #2  
(VALUE: \$191,271)  
DEPARTMENT: 168 SOLID WASTE; FUND: SOLID WASTE

Please see the attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated December 19, 2019 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 Solid Waste Department Superintendent, Board of Public Works (January 19, 2019 meeting) and the Purchasing Department recommend the award of Amendment #1 in an amount of **\$191,271** to **Charter Contracting Company, LLC** of **Boston, MA**.

Respectfully,



Dan Kookan  
Purchasing Manager

Cc: J Lafleur L Fauteux

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: December 19, 2019

From: Jeff Lafleur, Superintendent  
Solid Waste Department

Re: Change Order #2 to contract with Charter Contracting Company, LLC.

**Attachment:** Change Order Request

**A. Motion:** To approve Change Order #2 to the contract with Charter Contracting Company, LLC of Boston, MA in an amount not to exceed \$191,271.44 for the construction of the Phase III Landfill. Funding will be through Department: 168 Solid Waste; Fund: Solid Waste; Activity: Phase III Landfill.

**Discussion:** The change order above is a culmination of changes related to the results of a DES required groundwater separation study that altered the base grades of the landfill from what was originally designed by Sanborn Head and Associates. These changes resulted in having to bring in more materials to meet the separation required by the state from groundwater levels. This change order also covers the added expense of engineering the placement of soils and liner materials to make sure the requirements were met.

The requested change order of not to exceed \$191,271.44 is recommended by the Superintendent of Solid Waste.

Mr. Jeff Lafleur  
Superintendent  
Nashua Division of Public Works, Solid Waste Department  
840 West Hollis Street  
Nashua, NH 03062

November 12, 2019  
File No. 3066.18

**Sent via email**

Re: Change Order Request  
Construction Quality Assurance Services – Phase III  
City of Nashua Four Hills Landfill  
Nashua, New Hampshire

Dear Jeff:

Sanborn, Head & Associates, Inc. (Sanborn Head) appreciates the opportunity to be of continued service to the City of Nashua (City). As we recently discussed, based on the additional requirements imparted by the New Hampshire Department of Environmental Services (NHDES) on the Phase III construction project and the associated construction delays, we will exceed the approved budget for the Phase III Construction Quality Assurance Services project. This letter presents our request for a change to our budget.

### **Background**

Sanborn Head's original scope of services, described in our proposal dated February 18, 2019, included the following three (3) tasks:

- CQA Services;
- Construction Meetings/Documentation; and
- CQA Report.

However, during construction our scope evolved to include components that were not anticipated at the time the existing budget was established. In addition, the total length of the project was increased due to construction and permitting delays. Our original proposal assumed that construction would take approximately 16 weeks, and as of the date of this letter, the Phase III construction project is currently in its 26<sup>th</sup> week of construction. The additional time and requests for services require a change to our approved budget.

### **Additional Services Already Provided**

Since submitting the February 2019 proposal, several requests were made that were outside our Construction Quality Assurance Services agreement. Below is a list of the major differences that were not reflected in our proposal:

- Preparing narratives, figures, and tables associated with the Groundwater Demonstration required by Condition 6 of the Phase III permit, dated December 5, 2018;

- Preparing modified base grades based on elevated groundwater readings;
- Meeting with the NHDES regarding Groundwater Demonstration and revised grading;
- Preparing calculations, redesigning leachate collection system components, and compiling a Type II permit modification application at the request of the NHDES based on the modified Phase III grading;
- Updating project quantities for the selected contractor;
- Preparing modified perimeter grades to offset additional fill required to construct the Phase III modified base grades;
- Developing a procedure to decommission the I/P Trench and coordinating with the NHDES;
- Meeting with the NHDES to discuss the I/P Trench decommissioning procedure;
- Reviewing the contractor's change order request, preparing a change order review document, and communicating/coordinating with the City on our review and the City's position on select change order items;
- Preparing for and attending a meeting with Ward 5 regarding the Phase III construction project and the Four Hills Landfill in general; and
- Providing field CQA services beyond the originally anticipated construction schedule of 16 weeks.

The cost to provide the services above was roughly **\$60,500** and was billed out of Task 1 CQA Services.

### **Remaining Scope Items**

To complete our Construction Quality Assurance scope of services and to maintain compliance with the Solid Waste Rules, we still need to complete the following tasks during the Phase III construction project:

- Provide CQA services (approximately 4 more weeks of full-time and part-time coverage based on the projected construction schedule provided by Charter – see enclosed). The additional field coverage time that our budget increase assumes for this task is included in the enclosed schedule and is also summarized below:
  - 3 days of full-time coverage for “ramp” subgrade and geosynthetics installation.
  - Field visit check-ins once the liner system components are installed “as needed.” For the purposes of this budget increase, we assume 7 check-ins.
- Provide laboratory testing services for soils and geosynthetics;
- Prepare for and attend weekly construction meetings – we recommend reducing the construction meetings to occur bi-weekly (i.e., every other week) to reduce costs considering the limited amount of work that remains. For the purposes of this budget increase, we assume there will be 3 more construction meetings;
- Prepare bi-weekly construction summaries to NHDES. We assume 3 summaries will be required for the remainder of the project;

- Update the facility's operating, closure, and financial assurance plans to satisfy permit conditions; and
- Prepare the CQA Report and Record Drawings for submittal to the NHDES.

**Budget Adjustment**

The original budget for each task under this scope of services is provided in the table below along with the proposed adjusted budget that we believe is required to finish out the Construction Quality Assurance Services project. The proposed adjusted budget is based on the estimated time commitment required to complete the remaining services described above in addition to expenses associated with material conformance testing, printing, mileage, and tolls.

Task	Task Description	Original Budget	Proposed Budget Increase	Proposed Adjusted Budget
1	CQA Services	\$217,500	\$75,500	\$293,000
	<i>Out of Scope Items &amp; Schedule Extension</i>	-	\$60,500	-
	<i>Remaining Field Services</i>	-	\$15,000	-
2	Construction Meetings/Documentation	\$17,500	\$4,200	\$21,700
3	CQA Report	\$20,000	-	\$20,000
4	Permit Conditions Support	-	\$10,000	\$10,000
	<b>Total</b>	<b>\$255,000</b>	<b>\$89,700</b>	<b>\$344,700</b>

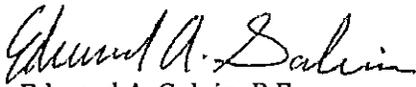
Based on our discussions with the City, Task 4 was added to separate out the proposed costs to prepare the documents associated with the Phase III permit conditions that will be submitted to the NHDES prior to the Notice of Intent to Operate application. We are not including the cost to prepare the Financial Assurance Update as that was already budgeted to be completed under our General Engineering Services agreement.

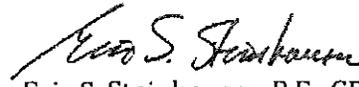
**Acceptance**

We understand that acceptance of this budget adjustment will be provided in a City issued Purchase Order to Sanborn Head for these services.

Thank you for the opportunity to be of continued service to the City. We look forward to working with you on this project. Please contact us should you require additional information.

Very truly yours,  
SANBORN, HEAD & ASSOCIATES, INC.

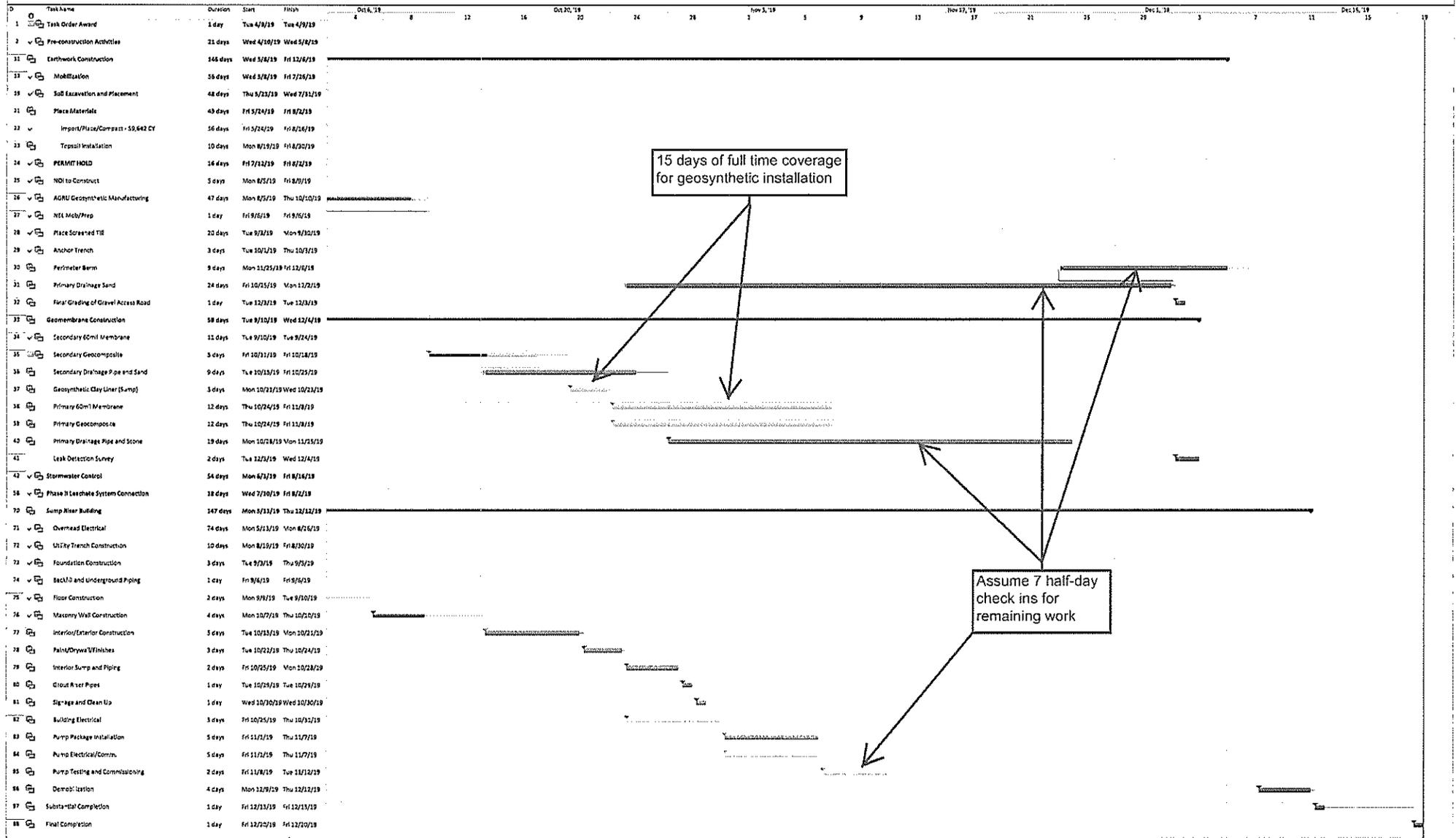
  
Edward A. Galvin, P.E.  
Project Manager

  
Eric S. Steinhauser, P.E., CPESC, CPSWQ  
Senior Vice President and Principal

EAG/ESS:eag

Enclosure: Latest contractor construction schedule

P:\3000s\3066.18\Project Control\Budget Increase\20191112 Budget Increase Letter.docx



15 days of full time coverage for geosynthetic installation

Assume 7 half-day check ins for remaining work

## CHANGE ORDER

No. 2

---

PROJECT: Phase III Landfill Expansion

OWNER'S CONTRACT NO.: IFB0593-022019

EXECUTED CONTRACT DATE: April 14, 2018

DATE OF ISSUANCE: January 16, 2020 EFFECTIVE DATE: Upon City Approval

OWNER: City of Nashua, NH

OWNER's Purchase Order NO.: 148117

CONTRACTOR: Charter Contracting

ENGINEER: Sanborn Head Associates

---

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

Description:

Charter's Change Order #2 consists of two parts – quantity changes and an out-of-scope work item. Charter's cost summary, which includes their final contract price, is provided as Exhibit 1. Charter provided additional information for the out-of-scope work item (Exhibit 2). Subsequently, and as part of resolving material quantity changes, as-built survey information was provided by Charter to backup quantity changes presented in Change Order #2.

Attachment:

Sanborn Head letter, issued December 13, 2019 – Review of Contractor Change Order Request

## Summary

<u>CHANGE IN CONTRACT PRICE:</u>		<u>CHANGE IN CONTRACT TIMES:</u>	
Original Contract Price	<b>\$5,525,525.00</b>	Original Contract Times	Substantial completion: <b>January 1, 2020</b> Ready for final payment: <b>February 10, 2020</b>
Net changes from previous Change Orders	<b>\$175,000.00</b>	Net change from previous Change Orders	<b>NONE</b>
Contract Price prior to this Change Order	<b>\$5,700,525.00</b>	Contract Times prior to this Change Order	Substantial completion: <b>January 1, 2020</b> Ready for final payment: <b>February 10, 2020</b>
Net Increase ( <del>decrease</del> ) of this Change Order	<b>\$191,271.44</b>	Net Increase ( <del>decrease</del> ) of this Change Order	<b>NONE</b>
Contract Price with all approved Change Orders	<b>\$5,891,796.44</b>	Contract Times with all approved Change Orders	Substantial completion: <b>January 1, 2020</b> Ready for final payment: <b>February 10, 2020</b>
<u>RECOMMENDED:</u>	<u>ACCEPTED:</u>	<u>APPROVED:</u>	
By: _____ DPW Representative (Authorized Signature)	By: _____ Contractor (Authorized Signature)	By: _____ Mayor James W. Donchess Owner (Authorized Signature)	
Date: _____	Date: _____	Date: _____	

Mr. Jeff Lafleur  
Superintendent  
Nashua Division of Public Works, Solid Waste Department  
840 West Hollis Street  
Nashua, NH 03062

December 13, 2019  
File No. 3066.18

Re: Review of Contractor Change Order Request from Charter Contracting Company LLC  
Phase III Construction Project  
Four Hills Landfill  
Nashua, New Hampshire

Dear Jeff:

On November 27, 2019, Charter Contracting Company LLC (Charter) submitted their second request (Change Order #2) for a change order for the Phase III Construction Project. As you are aware, the City of Nashua (City) issued a \$175,000 change order (Change Order #1) on September 3, 2019 that was accepted by Charter on October 9, 2019. As requested by the City, Sanborn, Head & Associates, Inc. (Sanborn Head) reviewed Charter's Change Order #2, provided backup information, and discussed the change order request items with representatives of Charter.

This letter, prepared as required by Section 10.05 of the General Conditions of the Contract between the City and Charter, summarizes Sanborn Head's review of the change order request.

### **CHANGE ORDER REQUEST**

Charter's Change Order #2 consists of two parts – quantity changes and an out-of-scope work item. Charter's cost summary, which includes their final contract price, is provided as Exhibit 1. Charter provided additional information for the out-of-scope work item (Exhibit 2). Subsequently, and as part of resolving material quantity changes, as-built survey information was provided by Charter to backup quantity changes presented in Change Order #2.

The following addresses each of the Change Order #2 items as it is known as of the date of this letter. Sanborn Head recognizes that increases to the contract value will increase Charter's performance bond. As such, for this review, bond increases will not be considered on an individual pay item basis as sometimes presented in the enclosed exhibits. Rather, a 1.5 percent allowance for the performance bond will be added to the total contract increase, if any. Also, as agreed upon during our review of Change Order #1, Charter's rates were assumed to be fully loaded, therefore any charged "overhead" was ignored.

### **Over/Under Quantities**

As explained in our Change Order #1 review letter, dated September 26, 2019, the latest Type II Permit Modification Application included several design changes needed to demonstrate that the project conforms to the groundwater separation requirement of the New Hampshire Solid Waste Rules (Rules). The design changes primarily affected earthwork volumes and leachate collection system (LCS) piping quantities. Because Charter achieved substantial completion of Phase III, there is now sufficient as-built survey available to finalize the Phase III quantities.

Sanborn Head reviewed Charter's quantities and their computer-generated surface used to calculate their updated quantities. During our review, we identified that Charter was accounting for geosynthetic material installed beyond the limit of waste containment area. After discussing with Charter, and reviewing the Phase III bid item definitions, it was agreed that geosynthetic material installed beyond the limit of waste containment area should be neglected.

Based on the discussion included in our Change Order #1 review letter related to the LCS piping (Section 8), it was agreed upon that the design changes warranted a unit price increase of \$9.81 per foot of pipe. The surveyed length of LCS piping installed varied slightly from the estimated value. The lump sum cost provided by Charter for the additional pipe, stone, and labor associated with the design changes did not correlate with the \$9.81 per foot cost previously agreed upon. After discussing with Charter, it was agreed that the lump sum amount provided by Charter should be reduced based on the \$9.81 per foot cost previously agreed upon.

### **Out of Scope Work Item – Building Generator Update**

In accordance with Condition 18 of the City's Phase III permit, the City needs to ensure the availability of auxiliary power pursuant to Env 805.06(n) and (o). Because the original sump riser building electrical system design did not provide the City the ability to operate via an auxiliary power source (i.e., a generator), Sanborn Head and Charter worked to modify the existing design in order to be compliant with the Rules. The modifications included rearranging panel equipment and furnishing and installation of a new NEMA rated electrical switch gear to allow the City-owned emergency generators to be connected and operate the sump riser building mechanical components.

During a recent site walk-through with Sanborn Head, Charter indicated that a portion of the PVC piping was proposed to be heat-traced. It was agreed upon that all of the PVC piping and valving within the sump riser building should be heat traced for protection against freezing. As such, Charter includes the additional labor and material costs associated with adding the additional heat-tracing.

As documented in Exhibit 2, Charter's cost of \$9,312.00 does not include overhead costs, thus it is recommended that the cost for this item be paid in full.

## CHANGE ORDER SUMMARY

Sanborn Head summarized the change order information in Table 1. When reviewing the table, please note that where change order items are specific to a Contract quantity or unit rate, those quantities and unit rates were adjusted accordingly. For items not specific to a Contract quantity or unit rate, those items are considered stand alone and are represented as such. Also, an allowance for the Performance Bond is added as the last entry and reflects an additional cost equal to 1.5 percent of the total cost increase.

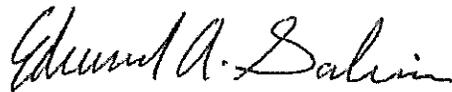
Table 1 presents a summary of the cost changes discussed above, which reflects a Total Contract Increase of \$366,271.44. Sanborn Head understands that the City issued one change order in the amount of \$175,000, and that another change order of \$191,274.44 will need to be issued to Charter.

As requested, the City also asked Sanborn Head to provide a change order for our services associated with the additional requirements imparted by the New Hampshire Department of Environmental Services and the associated construction delays. Our change order totaling \$89,700 is included as Exhibit 3.

## CLOSING

Sanborn Head appreciates the opportunity to be of continued service to the City of Nashua. Please contact either of the undersigned should you require additional information.

Very truly yours,  
SANBORN, HEAD & ASSOCIATES, INC.

  
Edward A. Galvin, PE  
Project Manager

  
Eric S. Steinhauser, PE, CPESC, CPSWQ  
Senior Vice President

ESS/EAG:ess

Table 1 Summary of Contract Cost Changes

Exhibits: 1 – Final Contract Price (Charter)  
2 – Generator Connection backup information (Charter)  
3 – Budget Increase Letter (Sanborn Head)

Copy to: Kerry Converse, City of Nashua

**TABLE 1**  
**Summary of Contract Changes**  
**Phase III Construction Project**  
**Four Hills Landfill**  
**Nashua, New Hampshire**  
**(Change Order #2)**

Item No.	Construction Items	Unit	Quantity	Contract Unit Rate	Contract Price	Revised Quantity	Revised Unit Rate (Over/Under)	Contract Changes	Revised Contract Price	Notes
1	Mobilization/Demobilization	LS	1	\$ 500,000.00	\$ 500,000.00	1.00	\$ -		\$ 500,000.00	
2	Demolition									
	a. Remove Litter Control Fence	LF	950	\$ 31.00	\$ 29,450.00	950.00	\$ -		\$ 29,450.00	
	b. Remove Existing Culverts	LS	1	\$ 1,200.00	\$ 1,200.00	1.00	\$ -		\$ 1,200.00	
	c. Remove and Salvage Existing Riprap	CY	55	\$ 30.00	\$ 1,650.00	55.00	\$ -		\$ 1,650.00	
	d. Tree Removal	AC	6.8	\$ 9,000.00	\$ 61,200.00	6.80	\$ -		\$ 61,200.00	
	e. Decommissioning Piezometers	LF	161	\$ 52.00	\$ 8,372.00	180.00	\$ 988.00		\$ 9,360.00	Quantity change based on surveyed measurements
	f. Decommissioning Monitoring Well	LF	104	\$ 44.00	\$ 4,576.00	60.00	\$ (1,936.00)		\$ 2,640.00	Quantity change based on surveyed measurements
3	Erosion and Sediment Control									
	a. Filter Log	LF	1,400	\$ 33.00	\$ 46,200.00	1,400.00	\$ -		\$ 46,200.00	
	b. Filter Log Inlet Protection	EA	1	\$ 500.00	\$ 500.00	1.00	\$ -		\$ 500.00	
4	Grubbing and Topsoil Removal	LS	1	\$ 115,000.00	\$ 115,000.00	1.00	\$ -		\$ 115,000.00	
5	Soil Excavation and Placement	CY	97,100	\$ 6.75	\$ 655,425.00	69,680.00	\$ (185,085.00)		\$ 470,340.00	Quantity change based on surveyed measurements
6	Fill Placement	CY	59,800	\$ 24.00	\$ 1,435,200.00	59,642.00	\$ (3,792.00)		\$ 1,431,408.00	Quantity change based on surveyed measurements
7	Liner System									
	a. Screened Till									
	1. From Stockpile	CY	2,500	\$ 20.00	\$ 50,000.00	0.00	\$ (50,000.00)		\$ -	Item eliminated
	2. Import	CY	2,245	\$ 40.00	\$ 89,800.00	5,054.00	\$ 112,360.00		\$ 202,160.00	Quantity change based on surveyed measurements
	b. Secondary 60-mil thick, Textured HDPE Geomembrane	SY	28,445	\$ 5.00	\$ 142,225.00	28,445.00	\$ -		\$ 142,225.00	
	c. Secondary Drainage Geocomposite	SY	28,445	\$ 5.80	\$ 164,981.00	28,445.00	\$ -		\$ 164,981.00	
	d. Secondary Drainage Sand Layer	CY	1,660	\$ 35.00	\$ 58,100.00	2,779.00	\$ 39,165.00		\$ 97,265.00	Quantity based on design change
	e. Geosynthetic Clay Liner	SY	1,890	\$ 9.00	\$ 17,010.00	2,278.00	\$ 3,492.00		\$ 20,502.00	Quantity change based on surveyed measurements
	f. Primary 60-mil Textured HDPE Geomembrane	SY	28,445	\$ 5.00	\$ 142,225.00	28,445.00	\$ -		\$ 142,225.00	
	g. Primary Drainage Geocomposite	SY	28,445	\$ 5.80	\$ 164,981.00	28,445.00	\$ -		\$ 164,981.00	
	h. Primary Drainage Sand Layer	CY	14,225	\$ 26.00	\$ 369,850.00	14,427.00	\$ 5,252.00		\$ 375,102.00	Quantity based on design change
8	Landfill Berms and Anchor Trenches									
	a. Perimeter Berm	LF	1,460	\$ 60.00	\$ 87,600.00	1,460.00	\$ -		\$ 87,600.00	
	b. Liner Connection Along Phase II Berm	LF	605	\$ 21.00	\$ 12,705.00	605.00	\$ -		\$ 12,705.00	
9	Leachate Sumps Construction	LS	1	\$ 95,000.00	\$ 95,000.00	1.00	\$ -		\$ 95,000.00	
10	Installation of 8-inch Diameter Solid and Perforated HDPE Pipe	LF	4,830	\$ 50.00	\$ 241,500.00	5,815.00	\$ 49,250.00		\$ 290,750.00	Quantity based on design change
11	Sump Riser Building	LS	1	\$ 100,000.00	\$ 100,000.00	1.00	\$ -		\$ 100,000.00	
12	Electrical Construction	LS	1	\$ 85,000.00	\$ 85,000.00	1.00	\$ -		\$ 85,000.00	
13	Controls and Instrumentation	LS	1	\$ 45,000.00	\$ 45,000.00	1.00	\$ -		\$ 45,000.00	
14	Leachate Pumping System	LS	1	\$ 60,000.00	\$ 60,000.00	1.00	\$ -		\$ 60,000.00	
15	Utility Trench	LF	505	\$ 75.00	\$ 37,875.00	505.00	\$ -		\$ 37,875.00	
16	Connection to the Phase II Leachate Collection System	LS	1	\$ 75,000.00	\$ 75,000.00	1.00	\$ -		\$ 75,000.00	
17	Stormwater Basin									
	a. Dredging the Existing Portion of the Basin	LS	1	\$ 7,500.00	\$ 7,500.00	1.00	\$ -		\$ 7,500.00	
	b. Remove Portion of Existing Culvert	LS	1	\$ 1,100.00	\$ 1,100.00	1.00	\$ -		\$ 1,100.00	
	c. Low-Permeability Soil	CY	1,070	\$ 30.00	\$ 32,100.00	1,070.00	\$ -		\$ 32,100.00	
	d. Spillway	LS	1	\$ 4,000.00	\$ 4,000.00	1.00	\$ -		\$ 4,000.00	
	e. Wetland Plantings	LS	1	\$ 3,500.00	\$ 3,500.00	1.00	\$ -		\$ 3,500.00	
	f. Modifying the Existing Discharge Structure	LS	1	\$ 2,500.00	\$ 2,500.00	1.00	\$ -		\$ 2,500.00	
	g. Level Spreader	LS	1	\$ 1,500.00	\$ 1,500.00	1.00	\$ -		\$ 1,500.00	
18	Riprap-Lined Swales	LF	205	\$ 45.00	\$ 9,225.00	205.00	\$ -		\$ 9,225.00	
19	Geomembrane-Lined Swale	LF	435	\$ 33.00	\$ 14,355.00	435.00	\$ -		\$ 14,355.00	

TABLE 1  
 Summary of Contract Changes  
 Phase III Construction Project  
 Four Hills Landfill  
 Nashua, New Hampshire  
 (Change Order #2)

Item No.	Construction Items	Unit	Quantity	Contract Unit Rate	Contract Price	Revised Quantity	Revised Unit Rate (Over/Under)	Contract Changes	Revised Contract Price	Notes
20	Smartditch-Lined Downchute	LF	210	\$ 120.00	\$ 25,200.00	0.00	\$ (25,200.00)		\$ -	Quantity based on design change
21	Temporary Slope Diversion Swale	LF	670	\$ 30.00	\$ 20,100.00	820.00	\$ 4,500.00		\$ 24,600.00	Quantity based on field adjustment
22	Drain Manhole	LS	1	\$ 4,000.00	\$ 4,000.00	1.00	\$ -		\$ 4,000.00	
23	Culverts									
	a. C-1 (36-inch diameter CPP)	LS	1	\$ 9,000.00	\$ 9,000.00	1.00	\$ -		\$ 9,000.00	
	b. C-2 (36-inch diameter CPP)	LS	1	\$ 4,500.00	\$ 4,500.00	1.00	\$ -		\$ 4,500.00	
	c. C-3 (18-inch diameter CPP)	LS	1	\$ 3,000.00	\$ 3,000.00	1.00	\$ -		\$ 3,000.00	
	d. C-4 (24-inch diameter CPP)	LS	1	\$ 7,500.00	\$ 7,500.00	1.00	\$ -		\$ 7,500.00	
24	Topsoil and Seeding	AC	5.27	\$ 9,000.00	\$ 47,430.00	5.27	\$ -		\$ 47,430.00	
25	Gravel Road	SY	7,830	\$ 13.00	\$ 101,790.00	7,830.00	\$ -		\$ 101,790.00	
26	Extend Groundwater Wells	LF	40	\$ 80.00	\$ 3,200.00	40.00	\$ -		\$ 3,200.00	
27	Litter Control Fence									
	a. Install Existing Litter Control Fence	LF	950	\$ 50.00	\$ 47,500.00	950.00	\$ -		\$ 47,500.00	
	b. Install New Litter Control Fence	LF	610	\$ 125.00	\$ 76,250.00	610.00	\$ -		\$ 76,250.00	
28	Guardrail	LF	450	\$ 37.00	\$ 16,650.00	450.00	\$ -		\$ 16,650.00	
29	As-Built Drawings	LS	1	\$ 10,000.00	\$ 10,000.00	1.00	\$ -		\$ 10,000.00	
30	Payment Bond	LS	1	\$ 22,500.00	\$ 22,500.00	1.00	\$ -		\$ 22,500.00	
31	Performance Bond	LS	1	\$ 22,500.00	\$ 22,500.00	1.00	\$ -		\$ 22,500.00	
A7	Leak Detection Survey	LS	1	\$ 25,000.00	\$ 25,000.00	1.00	\$ -		\$ 25,000.00	
A24	Screening Vegetation	LS	1	\$ 30,000.00	\$ 30,000.00	1.00	\$ -		\$ 30,000.00	
A27	Portable Litter Fence	LS	4	\$ 19,000.00	\$ 76,000.00	4.00	\$ -		\$ 76,000.00	
-	Relocate Screened Till	LS	1	\$ 14,255.23	\$ -	1.00	\$ -	\$ 14,255.23	\$ 14,255.23	Agreed additional item
-	Erosion Control Blankets on Slope (50%)	LS	1	\$ 22,764.00	\$ -	1.00	\$ -	\$ 22,764.00	\$ 22,764.00	Agreed additional item
-	IP Trench Decommission	LS	1	\$ 4,535.72	\$ -	1.00	\$ -	\$ 4,535.72	\$ 4,535.72	Agreed additional item
-	Landfill Cell Re-Grading / Contour Changes	LS	1	\$ 40,188.25	\$ -	1.00	\$ -	\$ 40,188.25	\$ 40,188.25	Agreed additional item
-	Indirect Delay Costs	LS	1	\$ 93,256.85	\$ -	1.00	\$ -	\$ 93,256.85	\$ 93,256.85	Agreed additional item
-	Leachate Building Changes	LS	1	\$ 6,569.37	\$ -	1.00	\$ -	\$ 6,569.37	\$ 6,569.37	Agreed additional item
-	Roadway Material Credit	SY	7,830	\$ (2.95)	\$ -	7,830.00	\$ -	\$ -23,098.50	\$ (23,098.50)	Unit rate change due to City supplied material
-	Erosion Control Blankets on Slope (Remainder)	LS	1	\$ 19,236.00	\$ -	1.00	\$ -	\$ 19,236.00	\$ 19,236.00	Agreed additional item
-	Utility Installed Electrical Service	LS	1	\$ 25,000.00	\$ -	1.00	\$ -	\$ 25,000.00	\$ 25,000.00	Agreed additional item
-	F&I 8in Solid and Perf. HDPE Pipe	LS	1	\$ 57,045.15	\$ -	1.00	\$ -	\$ 57,045.15	\$ 57,045.15	Quantity based on design change
-	Revised Geosynthetics Pricing	LS	1	\$ 118,542.32	\$ -	1.00	\$ -	\$ 118,542.32	\$ 118,542.32	Quantity based on design change
-	Phase II Tie-In	LS	1	\$ 24,258.17	\$ -	1.00	\$ -	\$ 24,258.17	\$ 24,258.17	Agreed additional item
-	Building Generator Update	LS	1	\$ 9,312.00	\$ -	1.00	\$ -	\$ 9,312.00	\$ 9,312.00	Quantity based on design change
-	Performance Bond (1.5% Total Increase)								\$ 5,412.88	Agreed additional item
					\$ 5,525,525.00		\$ (51,006.00)	\$ 411,864.56	\$ 5,891,796.44	

Total Contract Increase	\$ 366,271.44
Change Order #1	\$ 175,000.00
Change Order #2	\$ 191,271.44

CONTRACT QUANTITY OVER/UNDER RUNS

Item No.	Bid Item Description	Unit	Contract Quantity	Contract Unit Price	Contract Total Price	Projected Final Quantity	Unit Price Over/Under	Contract Changes	Projected Final Total Price
1	Mob/Demob	LS	1.00	\$500,000.00	\$ 500,000.00	1.00	\$ -	\$ -	\$ 500,000.00
2a	Remove Litter Fence	LF	950.00	\$ 31.00	\$ 29,450.00	950.00	\$ -	\$ -	\$ 29,450.00
2b	Remove Culverts	LS	1.00	\$ 1,200.00	\$ 1,200.00	1.00	\$ -	\$ -	\$ 1,200.00
2c	R&S Existing Riprap	CY	55.00	\$ 30.00	\$ 1,650.00	55.00	\$ -	\$ -	\$ 1,650.00
2d	Tree Removal	AC	6.80	\$ 9,000.00	\$ 61,200.00	6.80	\$ -	\$ -	\$ 61,200.00
2e	Decom. Piezometers	LF	161.00	\$ 52.00	\$ 8,372.00	180.00	\$ 988.00	\$ -	\$ 9,360.00
2f	Decom Monitoring Well	LF	104.00	\$ 44.00	\$ 4,576.00	60.00	\$ (1,936.00)	\$ -	\$ 2,640.00
3a	Filter Log	LF	1,400.00	\$ 33.00	\$ 46,200.00	1,400.00	\$ -	\$ -	\$ 46,200.00
3b	Filter Log Inlet Protection	EA	1.00	\$ 500.00	\$ 500.00	1.00	\$ -	\$ -	\$ 500.00
4	Grubbing and Topsoil Removal	LS	1.00	\$115,000.00	\$ 115,000.00	1.00	\$ -	\$ -	\$ 115,000.00
5	Soil Excavation and Placement	CY	97,100.00	\$ 6.75	\$ 655,425.00	69,680.00	\$ (185,085.00)	\$ -	\$ 470,340.00
6	Fill Placement	CY	59,800.00	\$ 24.00	\$ 1,435,200.00	59,642.00	\$ (3,792.00)	\$ -	\$ 1,431,408.00
7a1	Screened Till - From Stockpile	CY	2,500.00	\$ 20.00	\$ 50,000.00	0.00	\$ (50,000.00)	\$ -	\$ -
7a2	Screened Till - From Import	CY	2,245.00	\$ 40.00	\$ 89,800.00	5,054.00	\$ 112,360.00	\$ -	\$ 202,160.00
7b	Secondary 60m HDPE Membrane	SY	28,445.00	\$ 5.00	\$ 142,225.00	28,445.00	\$ -	\$ -	\$ 142,225.00
7c	Secondary Drainage Composite	SY	28,445.00	\$ 5.80	\$ 164,981.00	28,445.00	\$ -	\$ -	\$ 164,981.00
7d	Secondary Drainage Sand Layer	CY	1,660.00	\$ 35.00	\$ 58,100.00	2,779.00	\$ 39,165.00	\$ -	\$ 97,265.00
7e	Geosynthetic Clay Liner	SY	1,890.00	\$ 9.00	\$ 17,010.00	2,278.00	\$ 3,492.00	\$ -	\$ 20,502.00
7f	Primary 60m HDPE Membrane	SY	28,445.00	\$ 5.00	\$ 142,225.00	28,445.00	\$ -	\$ -	\$ 142,225.00
7g	Primary Drainage Composite	SY	28,445.00	\$ 5.80	\$ 164,981.00	28,445.00	\$ -	\$ -	\$ 164,981.00
7h	Primary Drainage Sand Layer	CY	14,225.00	\$ 26.00	\$ 369,850.00	14,427.00	\$ 5,252.00	\$ -	\$ 375,102.00
8a	Perimeter Berm	LF	1,460.00	\$ 60.00	\$ 87,600.00	1,460.00	\$ -	\$ -	\$ 87,600.00
8b	Liner Connection Phase II Berm	LF	605.00	\$ 21.00	\$ 12,705.00	605.00	\$ -	\$ -	\$ 12,705.00
9	Leachate Sumps Construction	LS	1.00	\$ 95,000.00	\$ 95,000.00	1.00	\$ -	\$ -	\$ 95,000.00
10	F&I 8in Solid and Perf. HDPE Pipe	LF	4,830.00	\$ 50.00	\$ 241,500.00	5,815.00	\$ 49,250.00	\$ -	\$ 290,750.00
11	Sump Riser Building	LS	1.00	\$100,000.00	\$ 100,000.00	1.00	\$ -	\$ -	\$ 100,000.00
12	Electrical Construction	LS	1.00	\$ 85,000.00	\$ 85,000.00	1.00	\$ -	\$ -	\$ 85,000.00
13	Controls and Instrumentation	LS	1.00	\$ 45,000.00	\$ 45,000.00	1.00	\$ -	\$ -	\$ 45,000.00
14	Leachate Pumping System	LS	1.00	\$ 60,000.00	\$ 60,000.00	1.00	\$ -	\$ -	\$ 60,000.00
15	Utility Trench	LF	505.00	\$ 75.00	\$ 37,875.00	505.00	\$ -	\$ -	\$ 37,875.00
16	Connect to Phase II Leachate System	LS	1.00	\$ 75,000.00	\$ 75,000.00	1.00	\$ -	\$ -	\$ 75,000.00
17a	Dredging Basin	LS	1.00	\$ 7,500.00	\$ 7,500.00	1.00	\$ -	\$ -	\$ 7,500.00
17b	Remove Basin Culvert	LS	1.00	\$ 1,100.00	\$ 1,100.00	1.00	\$ -	\$ -	\$ 1,100.00
17c	Low-Perm. Soil	CY	1,070.00	\$ 30.00	\$ 32,100.00	1,070.00	\$ -	\$ -	\$ 32,100.00
17d	Spillway	LS	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ -	\$ -	\$ 4,000.00
17e	Wetland Plantings	LS	1.00	\$ 3,500.00	\$ 3,500.00	1.00	\$ -	\$ -	\$ 3,500.00
17f	Modify Discharge Structure	LS	1.00	\$ 2,500.00	\$ 2,500.00	1.00	\$ -	\$ -	\$ 2,500.00
17g	Level Spreader	LS	1.00	\$ 1,500.00	\$ 1,500.00	1.00	\$ -	\$ -	\$ 1,500.00
18	Riprap-Lined Swales	LF	205.00	\$ 45.00	\$ 9,225.00	205.00	\$ -	\$ -	\$ 9,225.00
19	Geomembrane-Lined Swale	LF	435.00	\$ 33.00	\$ 14,355.00	435.00	\$ -	\$ -	\$ 14,355.00
20	Smartditch-Lined Downchute	LF	210.00	\$ 120.00	\$ 25,200.00	0.00	\$ (25,200.00)	\$ -	\$ -
21	Temp. Slope Diversion Swale	LF	670.00	\$ 30.00	\$ 20,100.00	820.00	\$ 4,500.00	\$ -	\$ 24,600.00
22	Drain Manhole	LS	1.00	\$ 4,000.00	\$ 4,000.00	1.00	\$ -	\$ -	\$ 4,000.00
23a	C-1 (36in CPP)	LS	1.00	\$ 9,000.00	\$ 9,000.00	1.00	\$ -	\$ -	\$ 9,000.00
23b	C-2 (36in CPP)	LS	1.00	\$ 4,500.00	\$ 4,500.00	1.00	\$ -	\$ -	\$ 4,500.00
23c	C-3 (18in CPP)	LS	1.00	\$ 3,000.00	\$ 3,000.00	1.00	\$ -	\$ -	\$ 3,000.00
23d	C-4 (24in CPP)	LS	1.00	\$ 7,500.00	\$ 7,500.00	1.00	\$ -	\$ -	\$ 7,500.00
24	Topsoil and Seeding	AC	5.27	\$ 9,000.00	\$ 47,430.00	5.27	\$ -	\$ -	\$ 47,430.00
25	Gravel Road	SY	7,830.00	\$ 13.00	\$ 101,790.00	7,830.00	\$ -	\$ -	\$ 101,790.00
26	Extend Groundwater Wells	LF	40.00	\$ 80.00	\$ 3,200.00	40.00	\$ -	\$ -	\$ 3,200.00
27a	Install Existing Litter Control Fence	LF	950.00	\$ 50.00	\$ 47,500.00	950.00	\$ -	\$ -	\$ 47,500.00
27b	Install New Litter Control Fence	LS	610.00	\$ 125.00	\$ 76,250.00	610.00	\$ -	\$ -	\$ 76,250.00
28	Guardrail	LF	450.00	\$ 37.00	\$ 16,650.00	450.00	\$ -	\$ -	\$ 16,650.00
29	As-Built Drawings	LS	1.00	\$ 10,000.00	\$ 10,000.00	1.00	\$ -	\$ -	\$ 10,000.00
30	Payment Bond	LS	1.00	\$ 22,500.00	\$ 22,500.00	1.00	\$ -	\$ -	\$ 22,500.00
31	Performance Bond	LS	1.00	\$ 22,500.00	\$ 22,500.00	1.00	\$ -	\$ -	\$ 22,500.00
A7	Leak Detection Survey	LS	1.00	\$ 25,000.00	\$ 25,000.00	1.00	\$ -	\$ -	\$ 25,000.00
A24	Screening Vegetation	LS	1.00	\$ 30,000.00	\$ 30,000.00	1.00	\$ -	\$ -	\$ 30,000.00
A27	Portable Litter Fence	EA	4.00	\$ 19,000.00	\$ 76,000.00	4.00	\$ -	\$ -	\$ 76,000.00
1	Relocate Screened Till	LS	1.00	\$ 14,255.23	\$ -	1.00	\$ -	\$ 14,255.23	\$ 14,255.23
2	Erosion Control Blankets on Slope (50%)	LS	1.00	\$ 22,764.00	\$ -	1.00	\$ -	\$ 22,764.00	\$ 22,764.00
3	IP Trench Decommission	LS	1.00	\$ 4,535.72	\$ -	1.00	\$ -	\$ 4,535.72	\$ 4,535.72
4	Landfill Cell Re-Grading / Contour Changes	LS	1.00	\$ 40,188.25	\$ -	1.00	\$ -	\$ 40,188.25	\$ 40,188.25
5	Indirect Delay Costs	LS	1.00	\$ 93,256.85	\$ -	1.00	\$ -	\$ 93,256.85	\$ 93,256.85
6	Leachate Building Changes	LS	1.00	\$ 6,569.37	\$ -	1.00	\$ -	\$ 6,569.37	\$ 6,569.37
7	Roadway Material Credit	SY	7,830.00	\$ (2.95)	\$ -	7,830.00	\$ -	\$ (23,098.50)	\$ (23,098.50)
8	Erosion Control Blankets on Slope (Remainder)	LS	1.00	\$ 19,236.00	\$ -	1.00	\$ -	\$ 19,236.00	\$ 19,236.00
9	Utility Installed Electrical Service	LS	1.00	\$ 25,000.00	\$ -	1.00	\$ -	\$ 25,000.00	\$ 25,000.00
10	F&I 8in Solid and Perf. HDPE Pipe	LS	1.00	\$ 57,045.15	\$ -	1.00	\$ -	\$ 57,045.15	\$ 57,045.15
11	Revised Geosynthetics Pricing	LS	1.00	\$118,542.32	\$ -	1.00	\$ -	\$ 118,542.32	\$ 118,542.32
12	Phase II Tie-In	LS	1.00	\$ 24,258.17	\$ -	1.00	\$ -	\$ 24,258.17	\$ 24,258.17
13	Building Generator Update	LS	1.00	\$ 9,312.00	\$ -	1.00	\$ -	\$ 9,312.00	\$ 9,312.00
14	Increase to Bond	LS	1.00	\$ 5,412.88	\$ -	1.00	\$ -	\$ 5,412.88	\$ 5,412.88
					\$ 5,525,525.00		\$ (51,006.00)	\$ 417,277.44	\$ 5,891,796.44

								<b>Total Contract Increase</b>	\$ 366,271.44
								<b>Change Order #1</b>	\$ 175,000.00
								<b>Change Order #2</b>	\$ 191,271.44



**R. L. Proulx  
Electrical Contractors, Inc.  
P. O. Box 487  
Dracut, Ma 01826-0487**

# Estimate

Date	12/11/2019
Estimate #	1981578.001

Charter Contracting Co, LLC  
500 Harrison Avenue, Suite 4R  
Boston, Ma 02118-2439

Project Notes:  
Four Hills Landfill - Nashua N.H.

MA LIC #A20063  
NH LIC #12032M

**Commercial • Industrial • Institutional  
Electrical Construction • Wiring & Maintenance Services**

ME LIC #MS60021113  
VT LIC #EM-06366

Description	Total
Thank you for the opportunity to provide pricing for the following.	
Price includes cost of all non-union labor, materials and equipment for the install of additional electrical switchgear to facilitate the connection of city owned stand-by power generator at the new Four Hills Landfill Leachate Pump House.	
Electrical contractor will install new NEMA 3r main over-current and disconnecting means ahead of new NEMA rated two pole double pole manual switch and new 50a 125/250v connecting means for city owned portable generator.	
Electrical contractor will supply and install approximately 30' additional feet of Thermon BSX series heat trace cable and insulate 4" portion of leachate riser from finished concrete floor to 2" manifold branch including 4" truck load-out ball valve.	
Total Additional Power Distribution Equipment	1,700.00
Expedited Shipping For Service Equipment	550.00
Installation Labor	2,850.00
Additional Heat Trace & Insulation Materials	1,020.00
Installation Labor	480.00
VFD Design Change	980.00

UNLESS NOTED OTHERWISE THIS ESTIMATE IS QUARANTEED FOR 30 DAYS, PAYMENT TERMS ARE NET 30 UPON COMPLETETION OF THIS SCOPE OF WORK

**Total**

\$7,580.00

SANBORN



HEAD

*Building Trust. Engineering Success.**20 Foundry Street  
Concord, NH 03301*

Mr. Jeff Lafleur  
Superintendent  
Nashua Division of Public Works, Solid Waste Department  
840 West Hollis Street  
Nashua, NH 03062

November 12, 2019  
File No. 3066.18

**Sent via email**

Re: Change Order Request  
Construction Quality Assurance Services – Phase III  
City of Nashua Four Hills Landfill  
Nashua, New Hampshire

Dear Jeff:

Sanborn, Head & Associates, Inc. (Sanborn Head) appreciates the opportunity to be of continued service to the City of Nashua (City). As we recently discussed, based on the additional requirements imparted by the New Hampshire Department of Environmental Services (NHDES) on the Phase III construction project and the associated construction delays, we will exceed the approved budget for the Phase III Construction Quality Assurance Services project. This letter presents our request for a change to our budget.

### **Background**

Sanborn Head's original scope of services, described in our proposal dated February 18, 2019, included the following three (3) tasks:

- CQA Services;
- Construction Meetings/Documentation; and
- CQA Report.

However, during construction our scope evolved to include components that were not anticipated at the time the existing budget was established. In addition, the total length of the project was increased due to construction and permitting delays. Our original proposal assumed that construction would take approximately 16 weeks, and as of the date of this letter, the Phase III construction project is currently in its 26<sup>th</sup> week of construction. The additional time and requests for services require a change to our approved budget.

### **Additional Services Already Provided**

Since submitting the February 2019 proposal, several requests were made that were outside our Construction Quality Assurance Services agreement. Below is a list of the major differences that were not reflected in our proposal:

- Preparing narratives, figures, and tables associated with the Groundwater Demonstration required by Condition 6 of the Phase III permit, dated December 5, 2018;

- Preparing modified base grades based on elevated groundwater readings;
- Meeting with the NHDES regarding Groundwater Demonstration and revised grading;
- Preparing calculations, redesigning leachate collection system components, and compiling a Type II permit modification application at the request of the NHDES based on the modified Phase III grading;
- Updating project quantities for the selected contractor;
- Preparing modified perimeter grades to offset additional fill required to construct the Phase III modified base grades;
- Developing a procedure to decommission the I/P Trench and coordinating with the NHDES;
- Meeting with the NHDES to discuss the I/P Trench decommissioning procedure;
- Reviewing the contractor's change order request, preparing a change order review document, and communicating/coordinating with the City on our review and the City's position on select change order items;
- Preparing for and attending a meeting with Ward 5 regarding the Phase III construction project and the Four Hills Landfill in general; and
- Providing field CQA services beyond the originally anticipated construction schedule of 16 weeks.

The cost to provide the services above was roughly **\$60,500** and was billed out of Task 1 CQA Services.

### **Remaining Scope Items**

To complete our Construction Quality Assurance scope of services and to maintain compliance with the Solid Waste Rules, we still need to complete the following tasks during the Phase III construction project:

- Provide CQA services (approximately 4 more weeks of full-time and part-time coverage based on the projected construction schedule provided by Charter – see enclosed). The additional field coverage time that our budget increase assumes for this task is included in the enclosed schedule and is also summarized below:
  - 3 days of full-time coverage for “ramp” subgrade and geosynthetics installation.
  - Field visit check-ins once the liner system components are installed “as needed.” For the purposes of this budget increase, we assume 7 check-ins.
- Provide laboratory testing services for soils and geosynthetics;
- Prepare for and attend weekly construction meetings – we recommend reducing the construction meetings to occur bi-weekly (i.e., every other week) to reduce costs considering the limited amount of work that remains. For the purposes of this budget increase, we assume there will be 3 more construction meetings;
- Prepare bi-weekly construction summaries to NHDES. We assume 3 summaries will be required for the remainder of the project;

- Update the facility’s operating, closure, and financial assurance plans to satisfy permit conditions; and
- Prepare the CQA Report and Record Drawings for submittal to the NHDES.

**Budget Adjustment**

The original budget for each task under this scope of services is provided in the table below along with the proposed adjusted budget that we believe is required to finish out the Construction Quality Assurance Services project. The proposed adjusted budget is based on the estimated time commitment required to complete the remaining services described above in addition to expenses associated with material conformance testing, printing, mileage, and tolls.

<b>Task</b>	<b>Task Description</b>	<b>Original Budget</b>	<b>Proposed Budget Increase</b>	<b>Proposed Adjusted Budget</b>
1	CQA Services	\$217,500	\$75,500	\$293,000
	<i>Out of Scope Items &amp; Schedule Extension</i>	-	\$60,500	-
	<i>Remaining Field Services</i>	-	\$15,000	-
2	Construction Meetings/Documentation	\$17,500	\$4,200	\$21,700
3	CQA Report	\$20,000	-	\$20,000
4	Permit Conditions Support	-	\$10,000	\$10,000
	<b>Total</b>	<b>\$255,000</b>	<b>\$89,700</b>	<b>\$344,700</b>

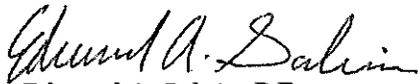
Based on our discussions with the City, Task 4 was added to separate out the proposed costs to prepare the documents associated with the Phase III permit conditions that will be submitted to the NHDES prior to the Notice of Intent to Operate application. We are not including the cost to prepare the Financial Assurance Update as that was already budgeted to be completed under our General Engineering Services agreement.

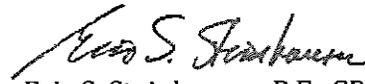
**Acceptance**

We understand that acceptance of this budget adjustment will be provided in a City issued Purchase Order to Sanborn Head for these services.

Thank you for the opportunity to be of continued service to the City. We look forward to working with you on this project. Please contact us should you require additional information.

Very truly yours,  
SANBORN, HEAD & ASSOCIATES, INC.

  
Edward A. Galvin, P.E.  
Project Manager

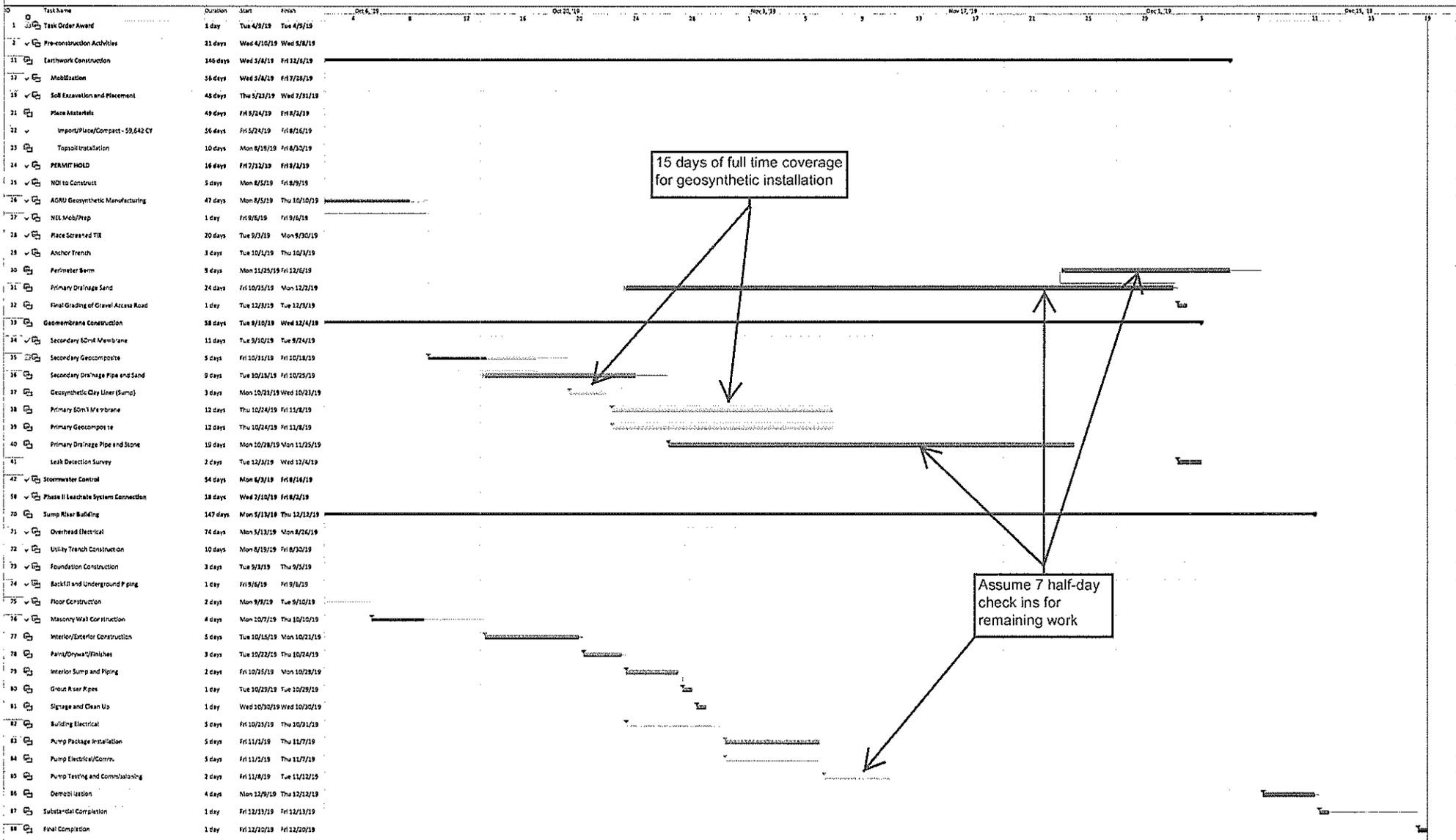
  
Eric S. Steinhauser, P.E., CPESC, CPSWQ  
Senior Vice President and Principal

EAG/ESS:eag

Enclosure: Latest contractor construction schedule

P:\3000s\3066.18\Project Control\Budget Increase\20191112 Budget Increase Letter.docx

Preliminary Project Schedule - Nashua Landfill  
Phase III Landfill Expansion  
Nashua, NH



15 days of full time coverage for geosynthetic installation

Assume 7 half-day check ins for remaining work