

PLANNING & ECONOMIC DEVELOPMENT COMMITTEE

August 18, 2020

7:00 PM

Join Zoom Meeting: <https://us02web.zoom.us/j/84585561824?pwd=eTJpTENoQzJDS1RGcFFKaGVtSjhUT09>
Meeting ID: 845 8556 1824
Passcode: 311740

Join by telephone: 1-929-205-6099
Meeting ID: 845 8556 1824
Passcode: 311740

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: Tim Cummings, Economic Development Director
Re: Contract Amendment for Professional Engineering Services related to the Nashua Downtown Riverfront Implementation Project VHB, Inc.

From: Tim Cummings, Economic Development Director
Re: Contract Amendment for Professional Engineering Services related to the Nashua Downtown Riverfront Implementation Project Hayner/Swanson, Inc.

UNFINISHED BUSINESS

NEW BUSINESS – RESOLUTIONS

NEW BUSINESS – ORDINANCES

TABLED IN COMMITTEE

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

NON-PUBLIC SESSION

ADJOURNMENT



THE CITY OF NASHUA

Economic Development

"The Gate City"

To: L. Wilshire, President
From: T. Cummings, Director
Cc: Members of the Board of Aldermen

Date: July 27, 2020

Re: Communication – Approval & Place on File A Contract Amendment for Professional Engineering Services related to the Nashua Downtown Riverfront Implementation Project VHB, Inc.

The Tax Increment Financing Development Program and Financing Plan adopted by the Board through the passage of O-18 -006, states that the City Economic Development Director shall be the Administrator of the District and shall have the power to, *inter alia*, “negotiate and sign, upon the approval of the Board of Aldermen, any contracts relative to the design, engineering, construction, or operations of any phase or component of the activities proposed under this Plan.”

A copy of the Professional Engineering Services Contract related to the Nashua Downtown Riverfront Implementation Project with VHB, Inc., along with Exhibits outlining the scope and basis for fees as previously approved is attached. As shown the contract is the City’s standard Professional Engineer services contract.

It was decided to break the work up into three distinct phases. The first phase known as concept plan design had a Purchase Order issued for \$437,653.00 (P.O. 154005) to VHB for their design services. It is anticipated that at the conclusion of the concept plan design phase there will be a balance of \$91,300.00. The attached contract amendment is for preliminary design services and the second phase of our project design work. The total figure for this effort is \$500,000.00. After you subtract out the \$91,300.00 there is a balance of \$408,700.00 and the source of funds is the TIF account created to implement the downtown riverfront project.

Pursuant to NRO §5-91 relative to Contract Amendments and in conforming with the Tax Increment Financing Development Program and Financing Plan, I am requesting the approval of the Board of Aldermen for the award of the attached contract amendment of \$500,000.00.



CONTRACT FOR PROFESSIONAL SERVICES

RFQ0265-061219
DESIGN SERVICES & PROJECT MANAGEMENT
DOWNTOWN RIVERFRONT IMPLEMENTATION

A CONTRACT BETWEEN

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

AND

VANASSE HANGEN BRUSTLIN, INC. ("VHB")

NAME AND TITLE OF SERVICE PROVIDER

2 BEDFORD FARMS DRIVE, SUITE 200, BEDFORD, NH 03110

ADDRESS OF SERVICE PROVIDER

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

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

WHEREAS, Service Provider 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 – VHB Scope of Work Dated October 31, 2019
- Exhibit C – RFQ0265-061219

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.

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

work described.

3. **PERIOD OF PERFORMANCE.** Service Provider shall perform and complete all work with final plans, [TBD]. The time periods set forth may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Service Provider shall begin performance upon receipt of the signed contract.

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

(\$437,653.00)

Unless Service Provider has received a written exemption from the City, Service Provider shall submit requests for payment for services performed under this agreement directly to

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

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

Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Service Provider 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 will pay for work satisfactorily completed by Service Provider. The City will pay Service Provider within 30 days of approval by the City of the submitted invoice forms and progress reports. The City 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 REPRESENTATIVE:

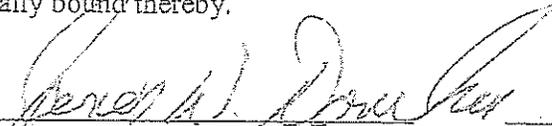
Tim Cummings
Director of Economic Development
Office of Economic Development
229 Main Street
Nashua, NH 03060

REPRESENTATIVE:

Robin Bousa
Managing Director
Vanasse Hangen Brustlin, Inc. ("VHB")
2 Bedford Farms Drive, Suite 200
Bedford, NH 03110

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 or Service Provider 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)



Vanasse Hangen Brustlin, Inc. (signature)
MARTIN F. KENNEDY
for

Jim Donchess, Mayor
(Printed Name and Title)

Robin Bousa, Managing Director
(Printed Name and Title)

12/9/19
Date

12/15/19
Date

EXHIBIT A
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GENERAL CONDITIONS

1. **DEFINITIONS.** Unless otherwise required by the context, "Service Provider" includes any of the Service Provider's consultants, sub consultants, contractors, and subcontractors

2. **SERVICE PROVIDER STATUS AND PROVISION OF WORKERS' COMPENSATION COVERAGE.** The parties agree that Service Provider shall have the status of and shall perform all work under this contract as a Service Provider, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and Service Provider, and nothing in this contract shall create any contractual relationship between the City and Service Provider's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Service Provider is not a City employee and that there shall be no:

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

Service Provider agrees, if applicable and before commencing any work under the contract, to complete and to provide the following written request to its insurer:

Vanesse Hangen Brustlin, Inc. has entered into a contract with the City of Nashua to perform work upon receipt of a Notice to Proceed to Final Completion and requests that the Insurer provide to the City of Nashua 1) a certificate of coverage, and 2) notice of any lapse in coverage or nonpayment of coverage that the Service Provider is required to maintain. The certificate and notice should be mailed to:

Risk Management
City of Nashua
229 Main Street
Nashua, NH 03060

Service Provider agrees, if not exempt, to maintain required workers' compensation coverage throughout the entire term of the contract. If Service Provider does not maintain coverage throughout the entire term of the contract, Service Provider agrees that City may, at any time the coverage is not maintained by Service Provider, order the Service Provider to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, Service Provider agrees, prior to the expiration of the six-month period, to provide another written request to its insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Service Provider does not make the request or does not provide the certificate before the expiration of the six-month period, Service Provider agrees that City may order the Service Provider to stop work, suspend the contract, or terminate the contract.

3. **STANDARD OF CARE.** Service Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract.

Service Provider 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 Service Provider 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 may have, Service Provider 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 Service Provider's failure to perform in accordance with this standard of care. Any approval by the City of any products or services furnished or used by Service Provider shall not in any way relieve Service Provider of the responsibility for professional and technical accuracy and adequacy of its work. City review, approval, or acceptance of, or payment for any of Service Provider's work under this contract shall not operate as a waiver of any of the City's rights or causes of action under this contract, and Service Provider shall be and remain liable in accordance with the terms of the contract and applicable law.

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

4. **CITY REPRESENTATIVE.** The City may designate a City representative for this contract. If designated, all notices, project materials, requests by Service Provider, and any other communication about the contract shall be addressed or be delivered to the City Representative.

5. **CHANGES TO SCOPE OF WORK.** The City 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 Service Provider's performance under the contract. Service Provider shall provide to the City 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 to be able to adequately analyze the proposal. The City will then determine in writing if Service Provider should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Service Provider'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 Service Provider for adjustment under this clause shall be asserted in writing within 30 days of the date the City notified Service Provider of the change.

When Service Provider seeks changes, Service Provider shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City 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 to be able to adequately analyze the proposal. The City will then determine in writing if Service Provider should proceed with any or all of the proposed change.

Except as provided in this paragraph, Service Provider shall implement no change unless the City in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City may provide verbal approval of a change when the

City, 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 approval shall not be compensated and is, at the City's election, sufficient reason for contract termination.

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

7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES.** Service Provider warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City in writing, and has concluded that the City's resolution of each matter is satisfactory to Service Provider. All future questions Service Provider may have concerning interpretation or clarification of this contract shall be submitted in writing to the City within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Service Provider's question or position. The City representative shall render a decision within 15 calendar days. The City's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Service Provider prior to having received the City's resolution shall be at Service Provider's risk and expense. At all times, Service Provider 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. Service Provider 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, 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 chooses to terminate, abandon, or suspend all or part of the project, it shall provide Service Provider 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, Service Provider 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 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 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 to resume performance.

In the event of a termination, abandonment, or suspension at will, Service Provider shall receive all amounts due and not previously paid to Service Provider 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 on 10 calendar day's written notice to Service Provider in the event of a failure by Service Provider to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City, pursue the project or to complete work in a timely and professional manner. Service Provider shall be given an opportunity for consultation with the City prior to the effective date of the termination. Service Provider may terminate the contract on 10 calendar days written notice if, through no fault of Service Provider, the City fails to pay Service Provider for 30 days after the date of approval of any submitted invoice forms and progress reports.

In the event of a termination for cause, Service Provider shall receive all amounts due and not previously paid to Service Provider 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 by reasons of Service Provider's failure. Service Provider shall not be relieved of liability to the City for damages sustained from the failure, and the City may withhold any payment to the Service Provider until such time as the exact amount of damages due to the City is determined. All claims for payment by the Service Provider must be submitted to the City within 30 days of the effective date of the notice of termination.

If after termination for the failure of Service Provider to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City, pursue the project or to complete work in a timely and professional manner, it is determined that Service Provider had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City shall make an equitable adjustment in the compensation paid to Service Provider. The adjustment shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.

C. GENERAL PROVISIONS FOR TERMINATION. Upon termination of the contract, the City may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Service Provider shall cease conducting business, the City shall have the right to solicit applications for employment from any employee of the Service Provider 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 Service Provider's principals, officers, employees, agents,

subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Service Provider's control.

9. **DISPUTE RESOLUTION.** Any dispute not within the scope of section 7 or section 8 shall be resolved under this paragraph. 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 Representative and a Service Provider representative. At all times, Service Provider 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. If the dispute is not resolved within 30 days, either party may request that the dispute be submitted to the Board of Public Works for final resolution. The decision of the Board of Public Works shall be final and binding on the parties. If either party is dissatisfied with the decision of the Board of Public Works, that party may immediately terminate the contract under this paragraph, with Service Provider being entitled to compensation for work actually and satisfactorily performed up to the time of the termination and the City being entitled to all contract materials in accordance with paragraph 21, and compensation for any additional damages or expenses incurred in completing the work under the contract, including, without limitation, the costs of securing the services of other Service Providers.

10. **NO DAMAGES FOR DELAY.** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Service Provider for damages because of hindrances or delays in the progress of the work from any cause, and Service Provider agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City may provide.

11. **INSURANCE.** Service Provider 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.

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

Service Provider will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days written

notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. General Liability and Auto Liability policies must name the City of Nashua as an additional insured and reflect on the certificate of insurance. Service Provider 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, Service Provider 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 Service Provider of its responsibilities or limit the amount of its liability to the City or other persons, and Service Provider 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.
- Service Provider is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by Service Provider or anyone employed, directed, or supervised by Service Provider.

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

13. **FISCAL CONTINGENCY.** All payments under this contract are contingent upon the availability to the City of the necessary funds. This contract shall terminate and the City's obligations under it shall be extinguished at the end of any fiscal year in which the City 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 Service Provider with a right of payment over any other entity. Any funds obligated by the City under this contract that are not paid to Service Provider shall automatically revert to the City's discretionary control upon the completion, termination, or cancellation of the agreement. The City shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Service Provider. Service Provider shall have no claim of any sort to the unexpended funds.

14. **COMPENSATION.** Review by the City of Service Provider's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City. If there is insufficient information, the City may require Service Provider to submit additional information.

Unless the City, in its sole discretion, decides otherwise, the City shall pay Service Provider in full within 30 days of approval of the submitted monthly invoice forms and progress reports.

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

Service Provider 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 Service Provider under this contract.

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

Service Provider 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 Service Provider shall constitute a material breach of the contract.

17. **FEDERAL SUBCONTRACTING REQUIREMENTS.** If Service Provider awards a subcontract under this contract, Service Provider, if applicable, shall use the following alternative steps:

- A. Using the services of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce, as appropriate; and
- B. Requiring the subcontractor, if it awards subcontracts, to take the affirmative steps set forth in paragraph A.

If applicable, Service Provider agrees to complete and submit to the City a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within 30 days after the end of each fiscal quarter until the end of the contract.

18. **ENDORSEMENT.** Service Provider shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Service Provider or under its direction as required under the laws of the State of New Hampshire.

19. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING.** Service Provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City is void. Any consent of the City 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.

20. **CITY INSPECTION OF CONTRACT MATERIALS.** The books, records, documents and accounting procedures and practices of Service Provider related to this contract shall be subject to inspection, examination and audit by the City, 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.

21. **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 Service Provider in the performance of its obligations under this contract shall be the exclusive property of the City and all such materials shall be remitted and delivered, at Service Provider's expense, by Service Provider to the City upon completion, termination, or cancellation of this contract. Alternatively, if the City provides its written approval to Service Provider, 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 Service Provider in the performance of its obligations under this contract must be retained by Service Provider 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, in writing, requests any or all of the materials, then Service Provider shall promptly remit and deliver the materials, at Service Provider's expense, to the City. Service Provider shall not use, willingly allow

or cause to have such materials used for any purpose other than the performance of Service Provider's obligations under this contract without the prior written consent of the City.

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

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

Service Provider 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 or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. Service Provider agrees to indemnify, to defend, and to hold harmless the City, 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 Service Provider infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Service Provider infringes any patent.

Service Provider 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.

23. **FINAL ACCEPTANCE.** Upon completion of all work under the contract, Service Provider shall notify the City in writing of the date of the completion of the work and request confirmation of the completion from the City. Upon receipt of the notice, the City shall confirm to Service Provider in writing that the whole of the work was completed on the date indicated in the notice or provide Service Provider with a written list of work not completed. With respect to work listed by the City as incomplete, Service Provider shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.

24. **TAXES.** Service Provider 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. Service Provider hereby indemnifies and holds harmless the City from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

25. **NON-WAIVER OF TERMS AND CONDITIONS.** None of the terms and conditions of this contract shall be considered waived by the City. 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 in a written waiver.

26. **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.

27. **PROHIBITED INTERESTS.** Service Provider shall not allow any officer or employee of the City to have any indirect or direct interest in this contract or the proceeds of this contract. Service Provider warrants that no officer or employee of the City has any direct or indirect interest, whether contractual, non-contractual, financial or otherwise, in this contract or in the business of Service Provider. If any such interest comes to the attention of Service Provider at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City. Service Provider 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. Service Provider further warrants that no person having such an interest shall be employed in the performance of this contract. If City determines that a conflict exists and was not disclosed to the City, it may terminate the contract at will or for cause in accordance with paragraph 8.

In the event Service Provider (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 may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, Service Provider shall refund to the City any profits realized under this contract, and Service Provider shall be liable to the City for any costs incurred by the City in completing the work described in this contract. At the discretion of the City, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

Service Provider warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Service Provider to any officer or employee of the City 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 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 under this contract or at law.

28. **THIRD PARTY INTERESTS AND LIABILITIES.** The City and Service Provider, 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 and Service Provider.

29. **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.

30. 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.

31. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT. This contract constitutes the entire contract between the City and Service Provider. 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.

32. CHOICE OF LAW AND VENUE. This contract shall be governed exclusively by the laws of the State of New Hampshire and any litigation shall be brought in a court located in the State of New Hampshire.



EXHIBIT B

EXHIBIT TO CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

VANASSE HANGEN BRUSTLIN, INC.

AND

THE CITY OF NASHUA, NEW HAMPSHIRE

DOWNTOWN RIVERFRONT PROJECT

November 3, 2019

This Exhibit includes details of the services to be performed, timing of the services, and compensation. This is an exhibit to the City's standard Contract for Professional Services which includes the City's General Conditions for Contracts, which are the general terms of the engagement between the City of Nashua and Vanasse Hangen Brustlin, Inc. (VHB).

PROJECT DESCRIPTION

The Scope of Services for this Agreement consists of the data collection, design, engineering and environmental documentation for planned improvements surrounding a downtown section of the Nashua River in Nashua, New Hampshire as described in the sections that follow. The project boundaries along the Nashua River are approximately from the Broad Street Parkway eastward to Main Street, and right-of-way survey will extend further east of Main Street.

SCOPE OF SERVICES

The following represents VHB's proposed scope of services for the above project. The scope of work initially only includes the following phase:

- Phase 1 - Conceptual Design and Estimates

The Phases 2 and 3 scope of work for the Schematic Design (Preliminary Plans) and Design Development (Final Plans) phases will be added by contract amendment at a later date. The overall project includes a variety of components and the preliminary and final design and permitting should be defined with greater certainty following completion of the conceptual design phase. It is anticipated that the overall project will be broken into sub-project areas that may proceed under differing schedules because of factors such as property impacts, permitting, complexity and funding.



PHASE 1 - CONCEPTUAL DESIGN AND ESTIMATES

The conceptual design phase will include project initiation, data gathering, confirmation and refinement of the findings and recommendations in the Riverfront Plan. This phase will also include a variety of due diligence tasks that will help shape the schematic designs (preliminary plans) in Phase 2. Phase 1 will include developing conceptual cost estimates to determine whether the proposed improvements fall within a reasonable range of the available funding. The following tasks will be included in the Phase 1 scope of work.

Estimated Duration: 20 weeks

1.1 Project Initiation & Design Criteria

VHB will organize a project initiation meeting with City staff, invited officials and TIF Board members, and key representatives from the various disciplines of the design team. This meeting will serve to acquaint, or reacquaint, all parties, confirm communication protocols, discuss schedule and near-term milestones, and to essentially kick off the first phase of design. VHB will hold subsequent internal kickoff meetings, working meetings and site reviews with VHB staff and subconsultants to advance this phase in a coordinated fashion.

Another important early action will be drafting design criteria for all aspects of the conceptual design for City approval.

Estimated Duration: 2 weeks

1.2 Property and Topographic Surveys

This task will consist of boundary survey and existing conditions survey including base plan production. This work will be performed by VHB's subconsultant Hayner/Swanson, Inc. (HSI).

1.2.1 Standard Boundary Survey

HSI shall perform a "Standard Boundary Survey" Urban classification of the 17 properties located adjacent to the Nashua River between Broad Street and Main Street. The City also identified 10 additional properties that will be surveyed east of Main Street. Those parcels are outside the existing TIF district but an extension of the riverfront improvements east of Main Street is reasonably foreseeable and the City feels it is prudent to conduct the additional boundary survey in that area now. Those parcels are therefore included with this scope of work and associated fee.

HSI will utilize historic data, where possible, to compile the previous surveys with the current surveys necessary under the Contract. The survey shall include the following:

1. Title research at the Hillsborough County of Deeds.



2. Control survey locating the monuments and historic control to tie the properties together.
3. Location of monumentation necessary to determine the boundary lines.
4. Right of Way research at the City Clerk's and Engineer's offices necessary in determining the right of way limits of roads within and adjacent to the project limits.
5. Boundary analysis and determinations by HSI's licensed land surveyor.
6. Computations and compilations of the survey data.

1.2.2 Existing Conditions Survey and Plan

- A. HSI shall perform a Topographic Existing Conditions survey of portions of properties between Broad Street Parkway and Main Street as outlined in Exhibit B.1 attached. The survey includes approximately 9 acres and 5,000 LF of road and river bank locations. The survey shall include the following:
 1. Location and elevation of existing structures.
 2. Elevations, locations, size of existing sewerage and drainage utilities within the survey area.
 3. Location of existing utilities (well, gas, telephone and electric).
 4. Location of edge of pavement of abutting streets.
 5. Location of existing features (tree lines, signs, walls, etc.).
 6. Location of wetland flagging provided by VHB wetland scientists.
- B. Upon completion of the survey HSI shall prepare 1"=40' scale base map for use for design of the proposed riverfront improvements by other project team members.

These tasks assume adequate monumentation exists on or near the property to make an accurate boundary determination. If adequate monumentation does not exist, additional research and field work may be necessary. VHB will contact the City prior to HSI performing any additional work to discuss the costs associated with any additional work and a mutually agreed upon Contract Amendment shall be executed prior to continuation of the work.

Note that in order to perform their work, HSI staff may need to access abutting properties. Although HSI will make every effort to locate the potential encroachments and boundary monuments without trespassing on abutting properties, it is advised that the City obtain verbal or written permission for temporary access by the field crews. If physical access is necessary, but denied by the abutters, then the City may want to seek legal advice on how to proceed.

DELIVERABLES

HSI's New Hampshire Licensed Land Surveyor shall sign and stamp the final plans and mail up to six (6) prints to the City and project team. In addition, HSI will provide an AutoCad drawing file with the associated survey data for use by the design team and the City.



In the event additional topographic and/or bathymetric survey requirements are identified as design development proceeds, they will be addressed in subsequent contract amendments.

Lead Consultant: HSI

Support from: VHB, Halvorson

Duration: Phased over 14 weeks

1.3 Environmental Documentation

During this conceptual phase VHB will supplement the high-level, GIS-based environmental resource data gathering that was completed for the Riverfront Plan with detailed documentation and delineation. VHB wetland scientists will complete the required resource delineation and documentation along the shoreland for survey by HSI. Environmental resource and constraint information will be supplemented using a combination of database research and communication with local, state, and federal agencies. VHB will also review all relevant documentation that the City may have compiled from the private developments that surround the riverfront.

Lead Consultant: VHB

Support from: Halvorson

Estimated Duration: 3 weeks, pending ensuing winter conditions

1.4 Conceptual Design

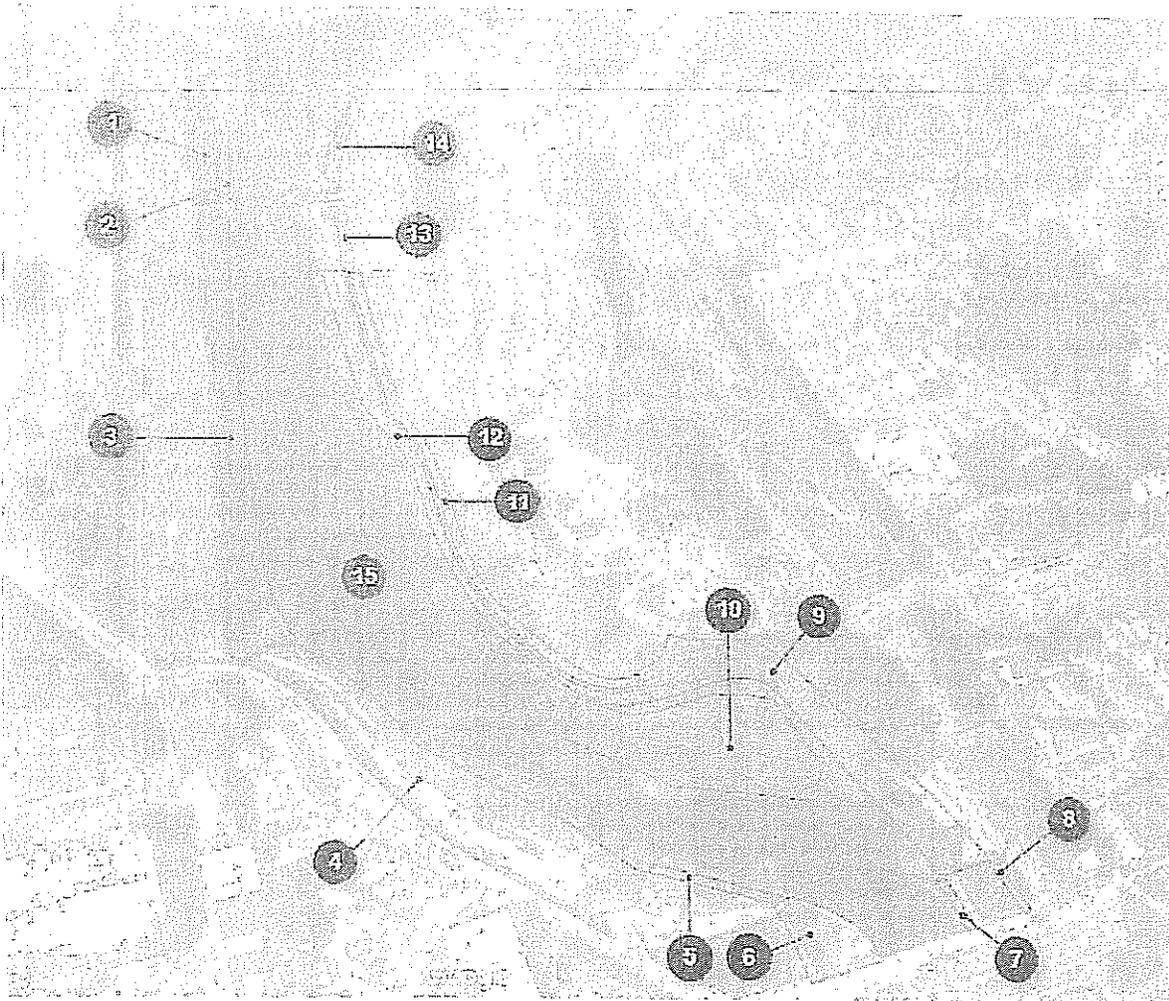
VHB will work closely with Halvorson and H.L. Turner to develop conceptual design plans that include more detail than the schematics and illustrations that were in the Riverfront Plan. We expect that the plans will initially be shown on ortho photos amended with available GIS information and the City's 2-foot contours since ground survey will be ongoing during the early conceptual design phase. VHB and Halvorson will transition to using the ground survey information as it becomes available from HSI.

As the design progresses the design team will be mindful of the "Six Big Ideas" that were defined during the Riverfront Plan: Connectivity, Environmental Stewardship, Access to the River, Recreation and Green Space, Flood Resiliency and Economic Development.

Early during the conceptual design phase, the project team will complete due diligence efforts to better understand all relevant constraints and opportunities within the project limits. The project team will also vet design alternatives during this phase with input from the City, other stakeholders and the public as appropriate. Deliverables during this phase will include sketch plans and design graphics of sufficient detail to convey the intended improvements. The design team will also develop approximately eight (8) 3D renderings of specific project features to illustrate the envisioned improvements to the public and other stakeholders.



Following are descriptions of the various project components as they are currently understood along with proposed roles and responsibilities of the applicable design team members for each component. The below map provides a key to each of the primary numbered project components. *Estimated Duration: 16 weeks*



1.4.1 - New Access at Factory St. Extension:

Task: Define the accessible route from Clock Tower Place to Factory Street Extension. This may require ramps and/or creative use of the available space to satisfy ADA requirements.

Product: Provide up to two (2) design alternatives including plans, profiles, and sections as appropriate to define the proposed improvements and to illustrate proposed grading.

Lead Project Team Consultant: **VHB**

Support from: **HSI, Halvorson**



1.4.2 - Existing ADA Ramp and Cotton Transfer Pedestrian Bridge:

Task: The project includes no significant changes to the existing south side ramp and ped bridge. Elements that may be included in this existing project facility include lighting and signage. Lumen Design Studio has already included the Cotton Transfer Bridge in their existing contract with the City and minimal additional effort is required during Phase 1 of this project.

Lead Consultant: VHB

Support from: Halvorson, Lumen Design Studio, Fitzmeyer & Tocci

1.4.3 - Redesign of Factory St Extension:

This area will include modifications to the existing Factory St Extension to better accommodate pedestrians and bicyclists, but to continue to provide access for emergency vehicles and maintenance operations. The improvements are expected to include lighting, signage, street furniture and possibly new pedestrian railings and river's edge enhancements. Care will be taken to maintain some trees and protect the stability of the existing walls. The design team will also evaluate replacing existing roadway paving with new materials that would reinforce the design aesthetic of the Riverwalk System and potentially allow stormwater infiltration. The design may include an over-water section of path to preserve parking in the vicinity of Perk de la Renaissance. The existing building in the vicinity of the Cotton Transfer Bridge may also be repurposed for activities such as boat rentals, or possibly removed.

The work in this segment will include close coordination with the property owner.

Product: Provide up to two (2) design alternatives including plans, profiles, critical sections, and precedent images as appropriate to define the proposed improvements.

Lead Consultant: VHB

Support from: Halvorson

1.4.4 - Redesign Parking Lot + Renaissance Park:

The conceptual design efforts in this area will include further development to test the concept ideas in the Riverfront Plan. The design may include filling lands adjacent to Water Street to create an amphitheater, new pathways, revised parking, waterfront plazas and landscape enhancements that include planting, hardscape, street furnishings and lighting. This area may also be explored for potential flood mitigation (excavation) and a cantilevered overlook that would take advantage of the prominent riverfront location.



Halvorson may also consider water features (fountain) for further design by specialty consultants by amendment.

Product: Prepare up to three (3) design alternatives including plans, profiles, critical sections, and precedent images as appropriate to define the proposed improvements.

Lead Consultant: Halvorson

Support from: VHB, HLT

1.4.5 - New Cantilevered Boardwalk & Ramp:

This important sub area includes the exploration of a new cantilevered ramp that would connect the lower Renaissance Park to the upper level Main Street and park. The expectation is that the boardwalk structure would be similar to the existing cantilevered boardwalk at the Peddler's Daughter building. This may include a ramp and/or a stair system to account for the grade change. If determined feasible, this element would be advanced through design. If determined infeasible, this element would be removed and possibly supplemented by sidewalk enhancements that connect Renaissance Park via Water Street to Main Street.

Due diligence efforts by HL Turner during this phase will include interior building inspections to determine the potential for attaching the cantilevered boardwalk to the building.

Product: Plans and sections and precedent images as appropriate to define the proposed improvements.

Lead Consultant: HL Turner

Support from: VHB, Halvorson, Lumen Design Studio, Fitzemeyer & Tocci

1.4.6 - Renovation to Bicentennial Park:

Renovations to this small park adjacent to Main Street may include updates that refresh the streetscape materials and furnishings to tie together the aesthetics of the Riverfront design with the Park. There may be opportunities to update how public art is displayed in the park and lighting and ADA modifications may also be appropriate. The work does not include modifications to the existing railings or retaining walls other than modifications that may be part of the cantilevered boardwalk in area 5 above.

Product: Provide two (2) design alternative including plans, sections, sketches and precedent images as appropriate to define the proposed improvements.

Lead Consultant: Halvorson

Support from: Lumen Design Studio, Fitzemeyer & Tocci, VHB



1.4.7 - New Cantilevered Boardwalk:

This important sub area includes the exploration of a new cantilevered boardwalk that would connect Main Street to the existing trail in area 9. The expectation is that the boardwalk structure would be similar to the existing cantilevered boardwalk at the Peddler's Daughter building. If determined feasible, this element would be advanced through design. If determined infeasible, this element would be removed and possibly replaced by pedestrian enhancements in sub-area 8.

Due diligence efforts by HL Turner during this first phase will include interior and exterior building inspections to determine the potential for attaching the cantilevered boardwalk to the building.

Product: Plans, sections, sketches and precedent images as appropriate to define the proposed improvements.

Lead Consultant: HL Turner

Support from: Halvorson, VHB, Lumen Design Studio, Fitzmeyer & Tocci

1.4.8 - Multipurpose Path adjacent to Railroad

The potential to introduce a multipurpose path area adjacent to the existing Railroad to provide a formal multimodal connection to Main Street by Riverside Barbeque Company will be studied in this sub-area if it appears that the cantilevered boardwalk in the above section will not be feasible. This study will explore an accessible route from Main Street, paralleling the tracks heading east towards the parking lot and existing trail. This would likely involve redefining the paved surfaces to clearly demarcate the multiuse path apart from the railroad track, relying on obtaining rights to do so. If determined to be feasible, this would be advanced through design development only if it is determined that the cantilevered boardwalk alternative is not feasible.

Product: Provide plans, typical cross sections, and sketches as appropriate to define the proposed improvements.

Lead Consultant: VHB

Support from: Halvorson



1.4.9 - Multipurpose Trail

This subarea includes updates to the existing trail that may include: reconstruction and repaving of the trail if necessary or desired, pedestrian lighting, trail furnishings, small plazas for overlooks, and selected locations for public art. This may also include screening of the power substation. VHB will rely on information from HL Turner related to floodplain elevations and restrictions and will likely avoid adding fill as part of any trail enhancements if possible.

VHB will also examine potential landscape enhancements along the river's edge to enhance aesthetics and control invasives.

Product: Plans, typical cross sections, sketches and one (1) perspective as appropriate to define the proposed improvements.

Lead Consultant: VHB

Support from: Halvorson, HL Turner, Lumen Design Studio, Fitzemeyer & Tocci

1.4.10 - New Floating Dock + Access Ramp.

This area will include the assessment and conceptual design of a new pedestrian ramp and floating dock to provide improved river access. The ramp and dock are envisioned to be floating to avoid concerns with filling within the floodway, and removable to prevent winter damage. HL Turner will conduct early due diligence to determine the configuration and feasibility of this structure.

Product: Plans, sections and sketches as appropriate to define the proposed improvements.

Lead Consultant: HL Turner

Support from: VHB, Halvorson

1.4.11 - Existing Trail Improvements

This sub area may include updates to the existing trail that would include: reconstruction and repaving of the trail where appropriate or necessary, lighting, trail furnishings, small plazas for overlooks or pause places, and selected locations for public art. This area may be explored for potential flood storage in upland areas if flood mitigation is needed due to proposed filling elsewhere.

Product: Plans, typical cross sections, sketches and one (1) perspective as appropriate to define the proposed improvements.



Lead Consultant: VHB

Support from: Halvorson, HL Turner

1.4.12 - Riverbank Restoration + New Access

This sub area will likely include enhancing the space between the paved trail and the water's edge. VHB will examine potential improvements along the river's edge to enhance aesthetics, improve visibility and access to the river, conduct bank stabilization, and potentially treat stormwater. There may also be opportunities for small overlooks, and selected locations for display of public art, signage and lighting. The City is currently addressing the invasives problem in advance of this project, but there may be opportunities to modify the ground cover on the banks to mitigate invasives long term. VHB will rely on guidance from HL Turner on floodplain elevations and restrictions on filling.

Product: Include up to two (2) design alternatives including plans, typical cross sections, sketches and one (1) perspective as appropriate to define the proposed improvements.

Lead Consultant: VHB

Support from: HL Turner, Halvorson

1.4.13- ADA Accessible Ramp to Cotton Transfer Bridge

An ADA accessible bike/pedestrian ramp will be developed to connect the ground level multiuse path up to the Cotton Transfer pedestrian bridge. The intent will be to utilize similar design elements as the existing ADA ramp on the opposite side of the river. The work will be done with consideration for avoiding impacts to the floodplain and floodway. VHB will complete the design with input from Halvorson and will coordinate with Lumen Design Studio and Fitzmeyer & Tocci for lighting the structure. This project component may be a good candidate for an accelerated schedule and "early success" assuming environmental permitting will not hold it back.

Product: Provide up to two (2) design alternatives including plans, sections and sketches as appropriate to define the proposed improvements.

Lead Consultant: VHB

Support from: HL Turner, Lumen Design, Fitzmeyer & Tocci



1.4.14 - Concept Design for Trail

This sub area includes the conceptual design of a future trail that will connect westerly toward the broad Street Parkway and possibly beyond. The design will also account for a potential future multi-use bridge connection across the river, including planning for likely structure support locations. This area will require close coordination with the land owner to determine how the trail would integrate into their development plans.

Product: Provide up to two (2) design alternatives including plans, typical cross sections, and sketches as appropriate to define the proposed improvements.

Lead Consultant: VHB

Support from: Halvorson, HSI

1.5 River Hydrology

Any of the design that would result in fill within the floodplain and floodway must be coordinated with HL Turner since they will maintain the river hydraulics model.

HL Turner will develop 2-, 5-, 10-, 50-, 100- and 500- year peak Nashua River flows using data/analysis of stream flow records from the USGS' Pepperell, MA gage, transposed downriver to the project site.

HL Turner will create a project design river hydraulic model using the current effective FEMA HEC-RAS model, and determine flow-water surface elevation profiles for the 2-through 500-year peak river flows, and the FEMA regulatory floodway zone.

Based on the agreed upon project design flood resiliency and structural criteria, HL Turner will select and insert the design Concept Plan features into the project design hydraulic river model.

HL Turner will provide VHB and the Project Team the results of the hydraulic impacts (i.e. water surface elevation rises, floodway impacts and river velocity increases) identifying impacts and recommendations on how to deal with the impacts (i.e. removal or reorientation of certain plan features).

Lead Consultant: HL Turner

Support from: VHB, Halvoson

Estimated Duration: 10 weeks

1.6 Lighting

It is understood that the majority of the conceptual Riverfront lighting design has already been advanced under an existing City contract by Lumen Design Studios with support from Fitzmeyer & Tocci for power supply. There may still be a need to involve these team members



as the conceptual design of the entire project progresses. It will be important to integrate their current lighting designs into any new work planned under this project. The current understanding is that most if not all of the proposed Riverfront lighting will be built as part of this project.

Product: Plans, details and images to illustrate the proposed conceptual improvements.

Lead Consultant: Lumen Design Studio

Support from: Fitzemeyer & Tocci, VHB

Estimated Duration: 8 weeks

1.7 Wayfinding

The City is currently advancing a downtown wayfinding plan designed by others. For the Riverfront project VHB will at most identify the conceptual recommended locations for wayfinding signage during the conceptual stage, but actual wayfinding sign development will be advanced in a later phase. For Phase 1 the wayfinding efforts will only include identifying conceptual sign placement locations and potential general content.

Lead Consultant: VHB

Support from: Halvorson

Estimated Duration: 1 week, toward the end of Phase 1

1.8 Permitting Considerations

Permit applications will be prepared after Phase 2, but during Phase 1 the design team will be cognizant of the potential permitting implications of every aspect of the design when important design decisions are being made. Section 7 of the Riverfront Plan included a relatively exhaustive evaluation of the permitting landscape for this project. As the design progresses, however, VHB environmental specialists will advise the design team relative to any permitting implications. In addition, The HL Turner Group will provide crucial input on any in-stream or shoreline work that could potentially affect flood levels. If sub-projects are identified for accelerated schedules it will be important to demonstrate that they have independent utility and can be permitted on their own rather than waiting for the entire project to be permitted.

Lead Consultant: VHB

Support from: HL Turner, Halvorson

Estimated Duration: throughout Phase 1

1.9 Conceptual Cost Estimating

VHB will manage and assemble cost estimates for each of the project components from the design team members in their respective disciplines. The HL Turner Group will provide costs for



the proposed boardwalk and in-water features, and VHB and Halvorson will provide costing for site-civil, ADA ramp, paths, streetscape, and landscape features. Cost estimates will be conceptual at this early stage and based on major items and appropriate contingencies. We anticipate aligning the cost estimates with each of the so called "sub-projects" that evolve from the conceptual design such that they could easily be advanced on different tracks to construction if a need arises due to funding or permitting constraints or a desire by the City to break out individual projects.

The design team will recommend contingency amounts in light of rapidly rising construction pricing. Experienced engineering and design staff will perform quality reviews of the estimates to help ensure that relevant factors affecting price are considered. VHB will also advise the City on potential risk factors associated with various project components because of the relatively limited design development during the conceptual design phase.

Product: Itemized conceptual construction cost estimates broken down by sub-project areas.

Lead Consultant: VHB

Support from: All

Estimated Duration: 3 weeks at the end of phase 1

1.10 Public Engagement

The proposed approach to public engagement during Phase 1 will be multipronged and relatively low key, as advised by the City. We do not envision holding workshops since there was heavy public involvement during the development of the Riverfront Plan. For Phase 1 we instead propose to hold one public meeting that will essentially be a project update and an opportunity for additional input and interaction. We also propose to participate in one City Leaders meeting at which the design team will present to the City's leadership and internal stakeholders.

Design team members will also opportunistically attend other events in the City to show a presence and to informally interact with the public. The level of effort for this task is assumed to be minimal and would typically include staffing a table with project graphics at events such as farmer's markets or other seasonal public events. Attendance at two events is assumed.

The last method of engagement would include posting project information on the city's website, as opposed to using the services of a third-party public relations firm such as co-Urbanize. We assume attendance at up to three public events during the Conceptual phase.

The design team understands the importance of economic development and will provide the City with graphics and other collateral materials that can be used to promote the riverfront project to developers and prospective tenants. This will include renderings and 3D visualizations



that will have already been developed as part of the conceptual design and specifically for the public engagement process and will also be used for social media during this phase.

Lead Consultant: VHB

Support from: Halvorson, HSI

Estimated Duration: Continuous, and public and stakeholder meetings in second half of Phase 1.

1.12 Phase 1 Project Meetings

The design team will attend regularly scheduled project meetings with the City at which a range of design and project development topics will be discussed. These meetings will generally be bi-weekly conference calls, with an assumed three (3) face-to-face meetings with key design team and City staff members for when plans, graphics and complex subjects will be reviewed. One (1) stakeholder meeting is included as well. We also envision informal drop-in meetings as needed and sharing desktops electronically to seek answers quickly during the design.

One (1) working Design Team Meeting is included near the start of the project to collaboratively work through detailed design scope and tasks. We assume there will be eight (8) scheduled project coordination calls with the City during Phase 1.

Lead Consultant: VHB

Support from: All

Estimated Duration: Throughout Phase 1

COMPENSATION

VHB and its subconsultants will perform the Scope of Services on a time and materials basis. The estimated Upset Limit for this Scope of Services is \$ 437,653. including labor, overhead, profit and direct expenses. VHB direct expenses will be billed at their actual cost without markup and VHB’s subconsultants will be billed at their actual costs plus 5% administrative fees.

VHB	\$ 138,690.
Halvorson design	\$ 68,455.
H.L. Turner	\$ 99,500.
Hayner/Swanson Inc (HSI)	\$ 82,100.
Lumen Design Studio	\$ 8,550.
Fitzmeyer & Tocci	\$ 26,158.
Administrative Fees on VHB Subconsultants (5%)	\$ <u>14,200.</u>
PHASE 1 CONTRACT AMOUNT:	\$ 437,653.



AMENDMENT FOR PROFESSIONAL SERVICES

BETWEEN

VANASSE HANGEN BRUSTLIN, INC.

AND

THE CITY OF NASHUA, NEW HAMPSHIRE

DOWNTOWN RIVERFRONT PROJECT

July 31, 2020

The following amends the existing agreement between the City of Nashua and Vanasse Hangen Brustlin, Inc. (VHB) for the Nashua Downtown Riverfront Project dated 12/12/2019. This amendment is subject to the terms and conditions of the original contract.

PROJECT LIMITS

The project limits have expanded from those described in the original contract. By way of this amendment the project boundaries along the Nashua River are expanded to include the northern riverfront east of the Margaritas restaurant to and including the pedestrian walkway on the PanAm bridge, and along the south side of the river from Main Street east past the PanAm bridge to Temple Street. The project area continues to include the north and south sides of the river from Pine Street and the Broad Street Parkway eastward to Main Street.

SCOPE OF SERVICES

The scope of services covered by this amendment includes the work under the following phase:

- Phase 2 – Preliminary Design (Schematic Design)

The scope of services for Phase 3 Final Design (Design Development) will be added by contract amendment at a later date when the scope is well defined.

PHASE 2 – PRELIMINARY DESIGN

The preliminary design phase will build on the work and design decisions made in the phase 1 conceptual design phase. Whereas the conceptual design was largely a 2-dimensional (2D) design with assorted sketches, details, visualizations and plans, the preliminary design will evolve into a 3-dimensional (3D) design. This will be done using the survey base plans provided by Hayner-Swanson Inc. (HIS) working directly for the City. Preliminary design will only commence



on segments of the project when survey becomes available. VHB and the design team will rely on the completeness and accuracy of the materials and data that are provided by HSI.

The primary objectives of the preliminary design are as follows:

- Define the limits of work so environmental permits and property agreements can be developed in the next phase,
- Define all the proposed improvements to a level where cost estimating will be meaningful,
- Preliminary cost estimating to ensure that the design program is affordable within the available funding.

The products of the preliminary design will include 3D design plans developed to sufficient detail to achieve the above objectives. This phase does not include detailed grading, stormwater treatment or management, drainage or traffic studies or environmental testing.

It is proposed that a mid-preliminary design reassessment will be conducted with involvement from the design team, City staff and HSI to ensure that the scope and fee in this amendment are adequate and appropriately distributed and that the project is tracking as envisioned. Pending important design decisions will be identified and the scope will be adjusted as appropriate. In addition, consideration will be given to the project development and implementation process. The construction management (CM) approach will be considered for portions or all the project, and logical project component groupings will be evaluated. An alternative would be to bring in a construction firm on an advisory basis at this stage to provide input on means and methods and costs for the more complicated shoreline aspects of the project. This would likely be beneficial as the project enters permitting.

Estimated Duration: 12 weeks

2.1 PHASE 2 - PRELIMINARY DESIGN

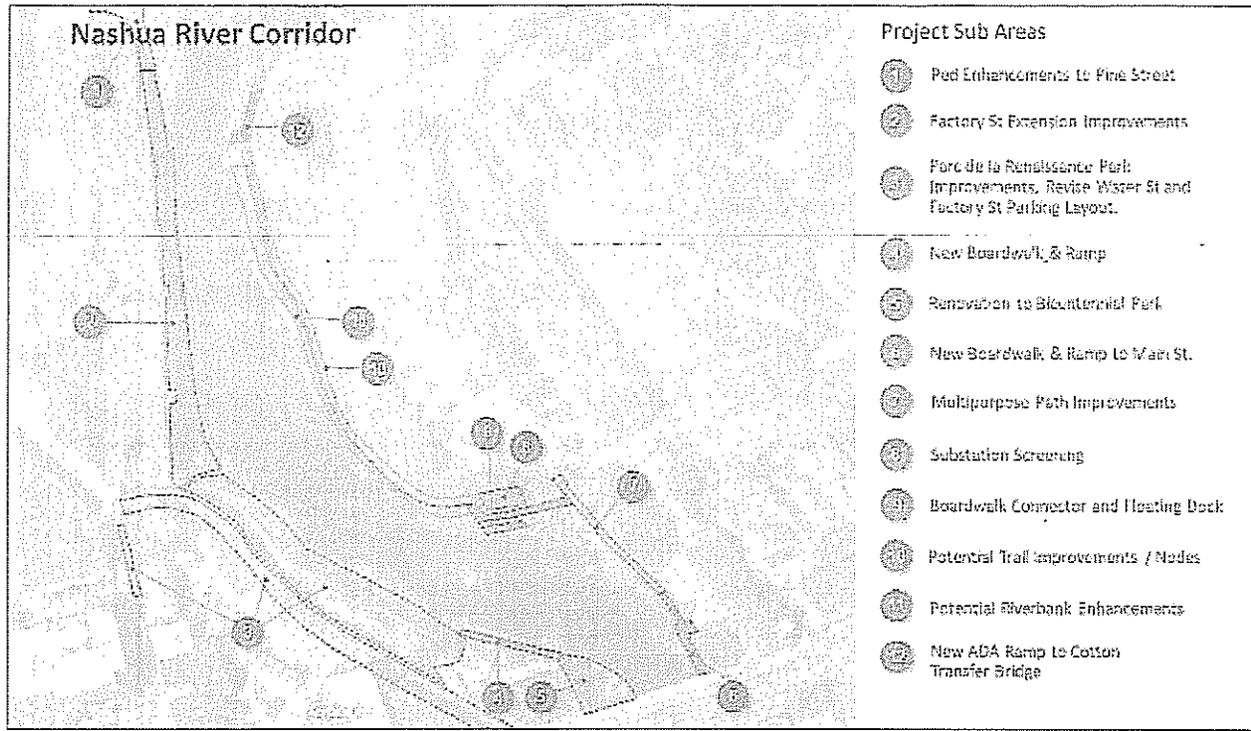
2.11 Phase 2 Initiation

VHB will organize a brief phase 2 kickoff meeting with City staff, HSI and design team leaders.

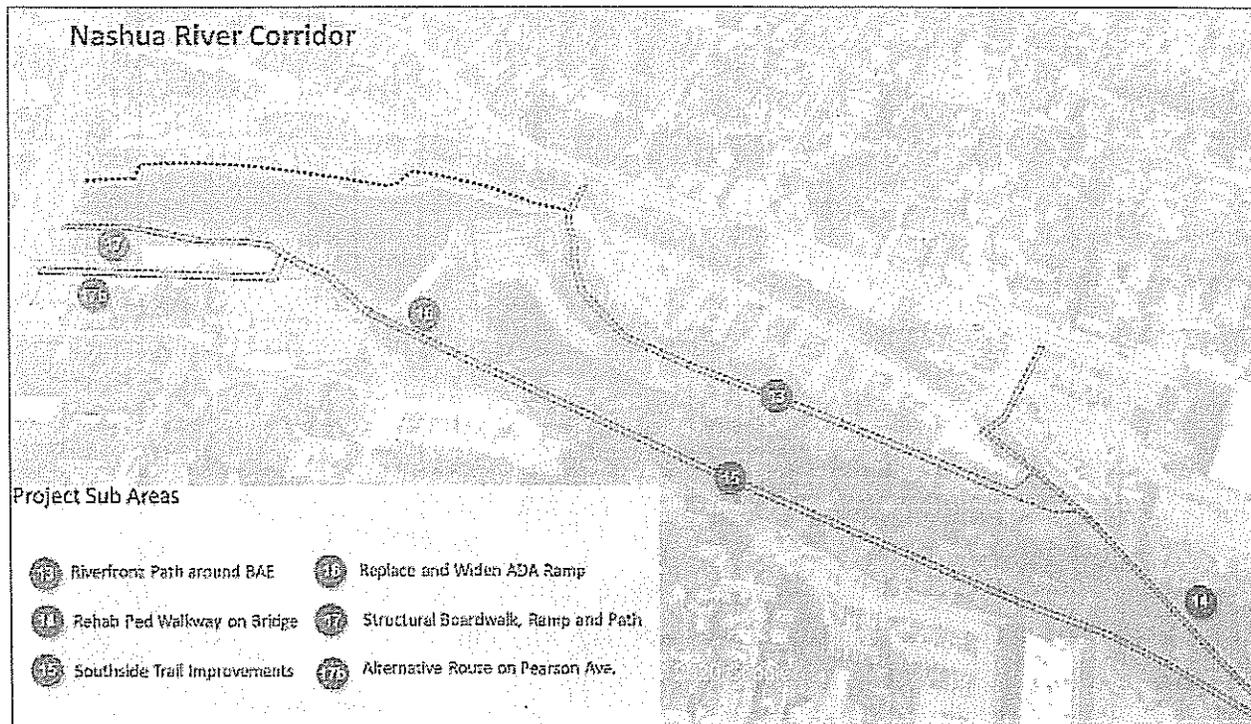
2.12 Preliminary Design Plans

It is anticipated that the overall project will be broken into sub-project areas that may or may not proceed under differing schedules because of factors such as property impacts, permitting, complexity, funding and delivery methods. During conceptual design the overall project was broken into 17 project areas, or components as shown in the figures that follow. The preliminary design scope of services for each project component is described in reference to the project component numbering shown in the figures.

Project components west of Main Street:



Project components east of Main Street:





Following are descriptions of the proposed scope of services specific to each project component shown above.

2.12.1 - Factory St. Extension Ped Access to Pine Street

This task has evolved to include a new ped crossing on Pine Street with appropriate pavement markings, signage and possibly flashing beacons. VHB will complete this preliminary design. Minor streetscape modifications at the entrance to Factory Street Extension that would give the appearance that the street is intended for pedestrians have been considered, but the assumption at this time is that the area will not be improved until after the redevelopment of the Picker Building since their plans are still pending.

Lead Project Team Consultant: **VHB**

Support from: **Halvorson**

2.12.2 - Redesign of Factory St Extension:

This area will include modifications to the existing Factory St Extension to better accommodate pedestrians and bicyclists, but to continue to provide access for emergency vehicles and maintenance operations. The improvements are expected to include lighting, new pedestrian railings, planters and possibly dumpster screening. The design does not include an over-water section of path to preserve parking in the vicinity of Perk de la Renaissance, but rather assumes that some parking will be displaced to make room for a path connection, as discussed with the property owners.

Halvorson will do all the preliminary streetscape design reflecting on the conceptual design images, and VHB will provide input on the railings and the roadway reconstruction typical section. Detailed plans and grading are not included in this phase.

It is assumed the design will not commence until the City obtains an answer from the Millyard Associates on the disposition of the existing sewer line under the roadway since that could affect the planned improvements. This scope of services does not currently include sewer evaluation or design.

Lead Consultant: **Halvorson**

Support from: **VHB**

2.12.3 - Parc de la Renaissance Design and Water and Factory St Parking

The preliminary design in this area will include further development of the park design. The design will include filling lands adjacent to Water Street to create an amphitheater, new pathways, revised parking, waterfront plazas and landscape enhancements that include planting, hardscape, street furnishings and lighting. This area may also be explored



for potential flood mitigation (excavation) and a cantilevered overlook that would take advantage of the prominent riverfront location. Halvorson will lead the complete Park design. HL Turner will provide input on floodplain impact constraints. VHB will provide preliminary roadway design for making Water Street one-way, including signal modifications at the Water/Main Street intersection, and added parking on Factory Street. It is assumed the City has approved the one-way direction on Water Street that was presented during conceptual design.

Lead Consultant: Halvorson

Support from: VHB, HLT

2.12.4 – 4 Water Street Cantilevered Boardwalk & Ramp:

This important sub area includes the exploration of a new cantilevered ramp that would connect the lower Renaissance Park to the upper level Main Street and park. HL Turner will lead the design. VHB will provide input on the boardwalk profile.

HL Turner will manage geotechnical efforts that will be required for the supports that are planned in the river. HL Turner has provided an allowance estimate for all in-water geotechnical needs including two boardwalks and the planned stage area in Park de la Renaissance.

VHB will provide a 3D terrestrial laser survey of all three buildings where boardwalks are proposed along buildings. HL Turner requested this survey since they will need to know exact elevations and locations of the building features including windows, foundations and the like. The City will provide any required coordination with the building owner and required property agreements.

Lead Consultant: HL Turner

Support from: VHB

2.12.5 - Renovation to Bicentennial Park:

Renovations to this small park adjacent to Main Street will include updates that refresh the streetscape materials and furnishings to tie together the aesthetics of the Riverfront design with the Park. The design will also include creation of an ADA compliant pedestrian walkway to connect Main Street to the new boardwalk at 4 Water Street. The work does not include modifications to the existing railings or retaining walls.

Lead Consultant: Halvorson

2.12.6 - New Cantilevered Boardwalk:



This important sub area includes the design of a new cantilevered boardwalk that would connect Main Street to the proposed path in area 7. The boardwalk structure will match the general design of the other proposed boardwalks. Conceptual evaluations point to a structure that is entirely supported by the adjacent building without need for in-water supports. The design will include a raised deck area behind the restaurant. HL Turner will lead the design. VHB will provide input on the boardwalk profile and how and where it touches down at the proposed paved path. VHB will provide the 3D terrestrial point cloud survey. The City will provide any required coordination with the building owner and required property agreements.

Lead Consultant: HL Turner

Support from: VHB

2.12.7 – Multiuse Path

VHB will design a multiuse path from the end of the boardwalk in area 6 to Front Street and the boardwalk behind the substation. The existing unpaved path does not appear to meet ADA requirements so VHB will propose profile improvements and an alignment shift to avoid or minimize floodplain and wetland impacts.

Lead Consultant: VHB

Support from: HL Turner

2.12.8 – Substation Screening

Halvorson will complete the preliminary screening design. Halvorson and the City will interface with Eversource.

Lead Consultant: Halvorson

2.12.9 - Boardwalk and Floating Dock

HL Turner will lead the design of a boardwalk connection along the river by the substation. This boardwalk is an alternative to having the path run past the front of the substation along Front Street. VHB will provide input on the boardwalk profile and how and where it touches down at the proposed paved path and by the substation. We understand that HL Turner will be providing bathymetry from FEMA, which will help them understand river depths where the boardwalk will be over water. HL Turner will arrange geotechnical services for the boardwalk supports.



The floating dock may or may not be accessed from the boardwalk, depending on grades and available open water of sufficient depth to make it practical. An alternative to the dock may be found in the terraced water's edge that is proposed under 2.12.10 below.

Lead Consultant: HL Turner

Support from: VHB

2.12.10 - Existing Trail Improvements

It is assumed that the existing paved path will suffice for the riverside path. This sub area may include updates to the existing trail that would include trail furnishings, small plazas for overlooks or pause places, and selected locations for public art. Based on recent discussions with the city this will be a minimal effort.

This task also includes preliminary design of additional flood storage as mitigation for proposed filling elsewhere. That would likely require shifting a portion of the path alignment and possibly altering some parking. HL Turner will provide VHB with guidance on flood storage needs.

Lead Consultant: VHB

Support from: HL Turner on flood storage needs

2.12.11 - Riverbank Restoration

The space between the river and the existing path along the north side of the river was cleared by the City in 2020 and the City is conducting annual invasives and vegetation control. At this stage we have assumed there is not a need for additional design work along that river's edge other than that discussed in 2.12.10 above, and no scope is included in preliminary design.

2.12.12- ADA Accessible Ramp to Cotton Transfer Bridge

VHB structural engineers will complete the preliminary design for the ADA ramp. This will include managing a boring and geotechnical subcontract to obtain the information required to design the ramp supports. A detailed structural design scope is attached as an exhibit.

Lead Consultant: VHB

2.12.13 - BAE Trail and Parking Modifications

VHB will develop the 3D design of the trail along the top of the riverbank and adjacent to the BAE parking lot. VHB will coordinate with BAE since the design will likely have impacts



to their parking or the parking spaces that they lease to Margaritas. VHB landscape designers will also provide preliminary design for the “parklet” near the PanAm bridge and will design the railings and plantings along the path. VHB will work seek input from Lumen and F&T on likely lighting design along the path and at the park. VHB will rely on the City for negotiating any swapping of parking spaces or land between the City and BAE.

Lead Consultant: VHB

2.12.14 - PanAm Bridge Ped Walkway Rehabilitation

VHB’s initial assessment of the existing pedestrian walkway on the bridge is that the long RR timbers that support the walkway may not meet current pedestrian loading guidelines. VHB will reach out to PanAm to determine what their plans are for the bridge and to obtain any records on the walkway construction and maintenance. To establish a definitive determination on the structural adequacy of the supporting members it would be necessary to perform a bridge inspection using a track mounted cherry picker type vehicle that will allow VHB engineers to suspend under the walkway and the bridge to measure the timbers and assess their condition. This would also require approval from PanAm and obtaining one-time insurance coverage for the activities. An allowance for the track mounted inspection vehicle and the railroad insurance is included in this amendment. A detailed structural design scope is attached as an exhibit.

Lead Consultant: VHB

2.12.15 - South Side Trail Improvements

VHB will develop the 3D design of the trail along the top of the riverbank. The presence of asbestos will be assumed for the entire area, and VHB will design the improvements so excavation will be limited. Techniques such as driven fence posts and light poles will be explored. The design will not include tree plantings due to the steep slopes and asbestos related restrictions. Our understanding is that the City’s landscape contractor will grind stumps and loam and seed the slopes in the area in 2020. The need for additional plantings is not known or included in this scope.

Lead Consultant: VHB

2.12.16 - ADA Ramp Replacement

VHB will design the replacement of the existing narrow steel pedestrian ramp with a 10’ wide paved path on earth fill that is supported by a concrete block or similar retaining wall. VHB will subcontract a geotechnical firm to obtain the necessary borings and geotechnical



recommendations. VHB will also coordinate with the City to ensure the new ramp will not impact the existing sewer line in the area. A detailed structural design scope is attached as an exhibit.

Lead Consultant: VHB

2.12.17 - 60 Main Street Boardwalk and Trail

HL Turner will lead the design for the boardwalk and associated ADA ramp that will account for the elevation difference between Main Street and the parking lot behind 60 Main Street. VHB will provide input on the boardwalk profile and how and where it touches down at the proposed paved path. HL Turner has determined that supports will not be needed in the river and that the building will support the boardwalk. VHB will provide a terrestrial point cloud survey.

VHB will provide design of the path that will lead along the river from the ADA ramp to the ADA ramp behind the library. This path may result in utility pole and/or parking lot impacts, and it should also be designed to minimize fill in the floodplain if possible.

The City will provide any required coordination with the building owner and required property agreements.

Lead Consultant: HL Turner for the boardwalk, VHB for the trail

2.12.17a - Pearson Ave Alternative Connection

In the event the 60 Main Street boardwalk and path along the river described above are found to be infeasible, VHB will direct its attention and the associated design fee to an alternative pedestrian connection along Pearson Street instead.

Lead Consultant: VHB

2.12.18 - Wayfinding

At the City's direction wayfinding will be added to the scope of services during final design.

Lead Consultant: VHB

2.2 River Hydrology

Any of the design that would result in fill within the floodplain and floodway must be coordinated with HL Turner since they will maintain the river hydraulics model.



HL Turner has developed 2-, 5-, 10-, 50-, 100- and 500- year peak Nashua River flows using data/analysis of stream flow records from the USGS' Pepperell, MA gage, transposed downriver to the project site.

HL Turner will utilize their project design river hydraulic model using the current effective FEMA HEC-RAS model, and determine flow-water surface elevation profiles for the 2- through 500-year peak river flows, and the FEMA regulatory floodway zone.

Based on the agreed upon project design flood resiliency and structural criteria, HL Turner will select and insert the design plan features into the project design hydraulic river model.

HL Turner will provide VHB and the Project Team the results of the hydraulic impacts (i.e. water surface elevation rises, floodway impacts and river velocity increases) identifying impacts and recommendations on how to deal with the impacts (i.e. removal or reorientation of certain plan features, or creation of mitigation areas).

Lead Consultant: HL Turner

Support from: VHB, Halverson

2.3 Permitting

Permit applications will be prepared after Phase 2 when the impacts are well defined, but during Phase 2 the design team will be cognizant of the potential permitting implications of every aspect of the design when important design decisions are being made. As the design progresses VHB environmental specialists will advise the design team relative to permitting implications. In addition, The HL Turner Group will provide crucial input on any in-stream or shoreline work that could potentially affect flood levels.

Lead Consultant: VHB

Support from: HL Turner

2.4 Utility Coordination

Utility coordination at this stage is assumed to be minimal since the designs and impacts are preliminary. A small fee is included to cover correspondence and issuing plans to potentially impacted utility companies.

Lead Consultant: VHB

2.5 Property Owner Coordination

Considering budgetary constraints and the coordination that has occurred during conceptual design, a minimal fee is included for this task. It is assumed the City will arrange any calls needed with affected property owners.



2.6 Environmental Testing

Due to budgetary constraints environmental testing is not included in this phase. If this service is added to the contract VHB will work with one of its selected environmental testing firms with experience in asbestos testing.

2.7 Public and Stakeholder Engagement

At the city's urging the proposed approach to public engagement during Phase 2 will be significantly scaled back due to budgetary constraints and less of a need to solicit input on the designs during this phase.

VHB will participate in one public meeting that will likely be a project update and an opportunity for additional input and interaction. VHB will also participate in one City Leaders meeting to provide a project update. The design team will not produce special visualization graphics for these meetings, but will instead rely on previous graphics, representative photos and the progress plans that are being developed during this phase.

Lead Consultant: VHB

Support from: Halvorson

2.8 Phase 2 Project Meetings

The design team will participate in regularly scheduled project meetings with the City at which a range of design and project development topics will be discussed. These meetings will generally be bi-weekly conference/video calls as needed to provide an opportunity to coordinate activities and to keep the project on track. We assume there will be eight (8) scheduled project coordination calls with the City during Phase 2, and four (4) unscheduled calls / meetings.

Lead Consultant: VHB

Support from: All

Estimated Duration: throughout Phase 2

2.9 Preliminary Cost Estimating

VHB will manage and assemble cost estimates for each of the project components from the design team members in their respective disciplines. The HL Turner Group will provide costs for the proposed boardwalk and in-water features, and VHB and Halvorson will provide costing for site-civil, ADA ramp, paths, streetscape, and landscape features. Cost estimates will be based on major items and appropriate contingencies. We anticipate aligning the cost estimates with each of the so called "sub-projects" that evolve from the



conceptual design such that they could easily be advanced on different or combined tracks to construction if a need arises.

It is our understanding that the City may bring in a construction firm to assist with the cost estimating during the preliminary design phase.

Lead Consultant: VHB

Support from: All

2.10 Project Management

VHB has included a small fee to perform regular project management tasks with the City and the design team.

2.11 Lighting

The majority of the Riverfront lighting design has already been advanced under an existing City contract by Lumen Design Studios with support from Fitzemeyer & Tocci for power supply. There are still known gaps in the design, however, they will be addressed during Phase 3 final design when the riverfront design is better defined. A small allowance has been included in Phase 2 for Lumen Design and Fitzemeyer & Tocci so the design team can seek their input on lighting new components of the proposed riverfront improvements, such as Park de la Renaissance.

Lead Consultant: Lumen Design Studio & Fitzemeyer & Tocci,

Estimated Duration: ongoing

2.13 Park Pavilion Architectural Design

At the suggestion of Halvorson Design, an architect will be used during preliminary design to better define the design of the pavilion that will serve as a focal point in Parc de la Renaissance. Their proposal is included as an exhibit.

SERVICES NOT INCLUDED

The following services are either not anticipated or budgeted for this phase and are therefore not included in this amendment.

- Property owner negotiations or easement plans
- Traffic studies or analysis



- Marine engineering
- Drainage studies, analysis, or design
- 3D visualizations
- Soils testing for hazardous materials

SCHEDULE

VHB proposes to complete the preliminary design phase in 3 months from receiving notice to proceed. This schedule is dependent on receiving topographic survey files in a timely manner, and is subject to extension due to delays by others in decision making, responsiveness or reviews.

RIGHT TO RELY

It is understood that VHB will perform services under the sole direction of the City. The City shall provide VHB with project-related technical data including, but not limited to, topographic and right-of-way surveys, existing plans or studies, GIS data sets.

COMPENSATION

VHB and its subconsultants will perform the Scope of Services on a time and materials basis. The estimated Upset Limit for this Scope of Services is \$ 500,000. including labor, overhead, profit and direct expenses. VHB direct expenses will be billed at their actual cost without markup and subconsultants will be billed at their actual cost without markup.

VHB	\$ 189,300.00
Halvorson Design (Tighe & Bond)	\$ 89,700.00
H.L. Turner	\$ 90,000.00
Lumen Design	\$ 3,000.00
Fitzmeyer & Tocci	\$ 2,000.00
Geotechnical Services (Allowance)	\$ 68,000.00
Point Cloud Building Survey (VHB)	\$ 7,000.000
RR Bridge Inspection Vehicle	\$ 3,500.00
Railroad Insurance (Allowance)	\$ 5,000.00
<u>Touloukian & Touloukian Architects</u>	<u>\$ 42,500.00</u>
PHASE 2 AMENDMENT TOTAL:	\$ 500,000.00

The execution of this amendment provides authorization for the services described above.



APPROVED FOR
VANASSE HANGEN BRUSTLIN, INC.
(ENGINEER)

By: _____

Title: _____

Date: _____

APPROVED FOR
CITY OF NASHUA, NEW HAMPSHIRE
(CLIENT)

By: _____

Title: _____

Date: _____



EXHIBITS

Preliminary Design Fee Summary

VHB Structural Design Scope and Fee Spreadsheets

Touloukian & Touloukian architectural design proposal

Nashua Downtown Riverfront Project

Lead Consultant Team Members are Highlighted for Each Task					
VHB	Halvorson	HL Turner	Lumen Studios	Fitzmeyer & Tocchi	TOTALS

Phase 2 - Schematic Design (Preliminary Plans)							
2.1 Schematic Design (Preliminary Plans)							
2.11	Initiate Phase 2	\$1,200.00	\$1,100.00	\$2,000.00		\$4,300.00	
2.12	Preliminary Design Plan development						
1	Factory St. Extension Ped Access to Pine Street	\$1,600.00	\$0.00			\$1,600.00	
2	Redesign of Factory St Extension	\$3,300.00	\$2,500.00			\$5,800.00	
3	Parc de la Renaissance and Water and Factory St Parking	\$8,000.00	\$51,500.00			\$59,500.00	
4	4 Water St Boardwalk	\$1,100.00		\$13,000.00		\$14,100.00	
5	Renovation to Bicentennial Park	\$0.00	\$23,500.00			\$23,500.00	
6	53 Main St Cantilevered Boardwalk	\$1,800.00		\$15,000.00		\$16,800.00	
7	Multiuse Path	\$4,300.00				\$4,300.00	
8	Substation Screening	\$0.00	\$4,300.00			\$4,300.00	
9	Boardwalk and Floating Dock	\$3,200.00		\$26,000.00		\$29,200.00	
10	Existing Trail Improvements	\$13,850.00				\$13,850.00	
11	Riverbank Restoration	\$0.00				\$0.00	
12	Cotton Transfer Bridge ADA Ramp	\$33,500.00				\$33,500.00	
13	BAE Trail and Parking Modifications	\$13,000.00				\$13,000.00	
14	PanAm Ped Walkway Rehabilitation	\$30,370.00				\$30,370.00	
15	South Side Trail Improvements	\$8,700.00				\$8,700.00	
16	ADA Ramp Replacement	\$16,380.00				\$16,380.00	
17	60 Main Street Boardwalk and Trail	\$10,600.00		\$13,000.00		\$23,600.00	
17b	Pearson Ave Alternative Connection	\$0.00				\$0.00	
	Preliminary Wayfinding (Deleted)	\$0.00				\$0.00	
2.2	River Hydrology			\$15,000.00		\$15,000.00	
2.3	Permitting (Moved to Final Design Phase)	\$0.00				\$0.00	
2.4	Utility Coordination	\$1,800.00				\$1,800.00	
2.5	Property Owner Coordination	\$1,500.00				\$1,500.00	
2.6	Env. Testing Program (Not included)	\$0.00				\$0.00	
2.7	Public & Stakeholder Engagement	\$2,800.00	\$1,600.00			\$4,400.00	
2.8	Meetings (Team and Staff)	\$5,100.00	\$2,500.00			\$7,600.00	
2.90	Preliminary Cost Estimating	\$21,200.00	\$1,700.00	\$6,000.00		\$28,900.00	
2.10	Project Management	\$4,000.00				\$4,000.00	
2.11	Lighting/Electrical Minor Consulting				\$3,000.00	\$2,000.00	\$5,000.00
2.12	Reimbursable Expenses (If Separate)	\$2,000.00	\$1,000.00			\$3,000.00	
2.13	Park Pavilion Architectural Design:					\$42,500.00	
PHASE 2 SUBTOTALS=		\$189,300.00	\$89,700.00	\$90,000.00	\$3,000.00	\$2,000.00	\$416,500.00
5% SUBCONSULTANT ADMIN FEES (WAIVED)=							\$0.00
Other Expenses and Allowances:							
	Geotechnical for 2 Ped Ramp Structures:	\$18,000.00					\$18,000.00
	Geotechnical for In-Water Structures:			\$50,000.00			\$50,000.00
	Point Cloud Building Face Surveys:	\$7,000.00					\$7,000.00
	PanAm Inspection Vehicle:	\$3,500.00					\$3,500.00
	PanAm RR Insurance (Allowance)	\$5,000.00					\$5,000.00
	Irrigation Design and Engineering: (DELETED)						\$0.00
	Horticultural Soils Consultant: (DELETED)						\$0.00
TOTAL OF OTHER EXPENSES AND ALLOWANCES:							\$83,500.00
PHASE 2 TOTALS =		\$222,800.00	\$89,700.00	\$140,000.00	\$3,000.00	\$2,000.00	\$500,000.00

PRELIMINARY AND FINAL DESIGN PROPOSAL-PHASE 2, 3 & 4
Scope of Services, Tasks, and Fee
Structural Engineering Services-Connector Ramp to the
Cotton Transfer Bridge at Cotton Mill Building, Nashua, NH
July 31, 2020

Scope of Services

Summary of Services:

Following is a summary of the professional engineering services required for Preliminary Design (Phase 2), 90% Design (Phase 3), and Final Design (Phase 4). Note that conceptual design (Phase 1) has already been completed and submitted to the City:

- 1) Preliminary and Final Structural Engineering Design and Detailing of a Ramp from the ground on the north side of the Nashua River at the Cotton Mill Apartment Building connecting to the existing bridge spans.
- 2) Geotechnical explorations with Preliminary and Final Geotechnical Engineering recommendations for the foundations to support the above-mentioned ramp.

The anticipated schedule is as follows:

- August 2020: Contract Executed/Notice-to-Proceed
- November 2020: Preliminary Plans and Estimate for review assuming Survey is provided by September 1, 2020.
- January 2021: 90% Plans, Specifications and Estimate for review
- March 2021: Final Design Documents
- April 2021: Project Advertisement

Phase 2 – Preliminary Ramp Design and Estimate

1. Address comments on Conceptual (Phase 1) recommendations.
2. Once survey is provided by the City, VHB will confirm the ramp layout shown in the conceptual ramp plans and adjust the ramp as needed to meet the existing grade of the project site. The ramp will be ADA compliant.
3. VHB will coordinate with the Geotechnical Engineering subconsultant for geotechnical explorations and to provide preliminary and final geotechnical recommends for the ramp foundations.
4. VHB will perform preliminary design and detailing for the major ramp components. The ramp will be designed in accordance with the 2009 AASHTO LRFD Guide Specification for the Design of Pedestrian Bridge with 2015 interim Revisions and the 2020 AASHTO LRFD Bridge Design Specifications, 9th Edition, as applicable.
5. VHB will develop two conceptual screen/fence alternatives on the north side of the ramp to provide privacy for the building occupants. Preliminary costs for each alternative will be provided.
6. VHB will develop preliminary plans showing all the major elements of the ramp but will not include fully developed details of all work elements. This phase will also identify ramp material type and aesthetic details. If possible, VHB will mimic the ramp material properties and aesthetics used on the ramp on the south side of the cotton transfer pedestrian bridge, to maintain consistency.
7. VHB will develop a construction cost estimate based on major item quantities and NHDOT average unit bid prices.
8. The VHB Project Manager / Program lead will perform a quality assurance review of the preliminary plans and estimate.
9. VHB will prepare and submit preliminary ramp plans and estimate for review.

Phase 3 – 90% Ramp Design and Estimate

1. Address comments on Preliminary (Phase 2) recommendations.
2. Final coordination with the Geotechnical Engineer for final foundation recommendations.

3. VHB will perform final design and detailing for all ramp components and connections.
4. VHB will develop 90% Ramp Plans. This plan set will include all details, notes and complete quantity sheet. The ramp will be constructed according to the latest edition of the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction, unless otherwise amended by City details and specifications.
5. VHB will prepare a 90% construction cost estimate and quantities based on the final plan set.
6. VHB will develop draft specifications including any technical special provisions required for the project that are not included in the NHDOT Standard Specifications.
7. The VHB Project Manager / Program Lead will perform a quality assurance review of the 90% Plans, Specifications and Estimate
8. VHB will prepare and submit 90% Plans, Specifications and Estimate for review.

Phase 4 – 100% (Final) Ramp Design and Detailing:

1. Address comments to 90% design (Phase 3) recommendations.
2. The cover sheet will be stamped by a licensed Professional Engineer, registered in the State of New Hampshire.
3. The VHB Project Manager / Program lead will perform a quality assurance review of the preliminary plans and estimate.
4. Final contract documents will be submitted to the City for advertisement.
5. Support for bid phase services including answering RFIs and a bid analysis.

Fee:

VHB will provide Phase 2, 3 and 4 services for the following lump sum amounts:

- Phase 2 – Preliminary Design: \$33,490
- Phase 3 – 90% Design: \$33,650
- Phase 4 – 100% (Final) Design: \$13,640
- Direct Expenses: \$500
- Geotechnical Subconsultant – \$10,000

Assumptions:

- Preliminary plans and sketches are for review and comment only, they shall not be used as bidding documents for construction.
- Attending project meetings is not required as part of this scope of services.
- Attending, preparing for, and/or presenting at public meetings is not required as part of this scope of services.
- Survey (including base map), Right-of-Way, wetland and resource delineations by respective Design Team Disciplines will be provided by the City for the purposes of designing and laying out the ramp prior to the start of preliminary design.
- All permitting for the project will be completed by the City.
- The ramp layout will not significantly deviate from that shown in the conceptual plans.
- Railing, decking, and general ramp and pier aesthetics will closely match that of the previously designed and constructed ramp at the south end of the Cotton Transfer Bridge.
- Two conceptual level alternatives will be provided for the privacy screen/fence on the north side of the ramp. Preliminary costs for the privacy screen/fence itself will be provided for each alternative; however, these costs will not reflect the increase in costs to the ramp structure due to the addition of the privacy screen/fence. The scope of services does not include the design efforts associated with privacy screen/fence alternatives on the north side of the ramp which could significantly impact the ramp design and detailing effort. A separate fee for the design effort of the privacy screen/fence and associated impacts to the ramp design will be submitted if the City chooses to move forward with a screen alternative.
- The foundations for the ramp will be set at an elevation where no hydraulic analysis or scour analysis will be required. The City will be responsible for addressing any right-of-way issues that affect the project. Identifying and securing premising to use any property not owned by the City for staging areas, access, or any other construction purpose will be the responsibility of the Contractor.

- Structural Design of the ramp structure will be in accordance with the 2009 AASHTO LRFD Guide Specification for the Design of Pedestrian Bridge with 2015 Interim Revisions and AASHTO LRFD Bridge Design Specifications, 9th Edition, as appropriate.
- Plans will be developed in AutoCAD format.
- The project will not involve a federal action (agency funding or federal permitting) and therefore neither the National Environmental Policy Act nor Section 106 of the National Historic Preservation Act will apply.
- Because this is a municipal project, local zoning and permitting applications will not be required.
- An architect is not required for design and detailing of the ramp. If a specialized structure is required, an architect can be engaged as needed under a future amendment.
- A separate scope and fee will be submitted to the City for Construction Phase Services.
- All utility coordination will be performed by the City.
- No modifications are required to be made to the sitting wall adjacent to the existing paved trail on the north side of the river.

If work is required in any of the above areas not previously described, VHB will prepare a contract amendment to provide a separate description of service, fee, and schedule required to complete the additional scope.

STRUCTURAL ENGINEERING SERVICES

BREAKDOWN OF TASKS

Tasks	PM/QA	Senior Engineer	Engineer	CADD Tech.	Admin.	Total Hours	Total Direct Labor Costs
Phase 1 - Conceptual Ramp Design - Complete	Goodrich	D'Urso	Morgan	Masse			
Task 1 Subtotal	0	0	0	0	0	0	\$0
Phase 2 - Preliminary Design and Detailing							
1. Address Comments on Conceptual Recommendations	4	8		8		20	
2. Review Survey and Update Ramp Layout to Meet Grade		4	8	4		16	
3. Geotechnical Coordination	2	4	4			10	
4. Preliminary Ramp Design and Detailing							
- Timber Design (Stringers, Deck, Columns)		8	12			20	
- Steel Design (Headers, Railing)		8	12			20	
- Foundation Design		8	12			20	
5. Two Conceptual Privacy Screen/Fence Alternatives		4	8	4		16	
6. Preliminary Ramp Plan Development	2	12	16	80		110	
7. Preliminary Quantities and Construction Estimate	2	8	16			26	
8. QC/QA Review	8	4		4		16	
9. Prepare Preliminary Plans and Estimate Submittal	2	2	4	4		12	
Task 2 Subtotal	20	70	92	104	0	286	\$33,490
Phase 3 - 90% Design and Detailing							
1. Address Comments on Preliminary Recommendations	4	8		8		20	
2. Final Geotechnical Coordination	2	4				6	
3. Complete Final Ramp Design, Detailing and Checking		32	40			72	
4. 90% Ramp Plan Development	2	24	24	60		110	
5. 90% Quantities and Construction Cost Estimate	2	12	16			30	
6. Development of Draft Specifications	4	16				20	
7. QC/QA Review	8	4		4		16	
8. Prepare 90% Plans, Specifications and Estimate Submittal	2	2	4	4		12	
Task 3 Subtotal	24	102	84	76	0	286	\$33,650
Phase 4 - 100% (Final) Design and Detailing							
1. Address Comments on 90% Recommendations	4	8		8		20	
2. 100% Ramp Plan Detailing		6	12	24		42	
3. 100% Quantities and Construction Cost Estimate		4	6			10	
4. Prepare 100% Plans, Specifications and Estimate Submittal	4	8	4	4		20	
5. Bid Phase Services (Contractor RFIs and Bid Analysis)	4	16				20	
Task 4 Subtotal	12	42	22	36	0	112	\$13,640
TOTAL HOURS Tasks 1 thru 4	56	214	198	216	0	684	
TOTAL HOURLY RATES	\$185.00	\$115.00	\$95.00	\$125.00	\$85.00		
DIRECT LABOR COSTS :	\$10,360	\$24,610	\$18,810	\$27,000	\$0		\$80,780

Notes:

Note 1: Estimated fee for Geotechnical Engineering subconsult. Final cost to be provided at a later date.

TOTAL LABOR = \$80,780.00
 SUBCONSULTANT COSTS (Note 1) = \$10,000.00
 ESTIMATED DIRECT COSTS = \$500.00
TOTAL = \$91,280.00

PRELIMINARY AND FINAL DESIGN PROPOSAL-PHASE 2, 3 & 4
Scope of Services, Tasks, and Fee
Structural Engineering Services
Rehabilitation of the Pedestrian Walkway on the Pan Am Railroad Bridge, Nashua, NH
July 31, 2020

Scope of Services

Summary of Services:

Following is a summary of the professional engineering services required for Preliminary Design (Phase 2), 90% Design (Phase 3), and Final Design (Phase 4). Note that conceptual design (Phase 1) has been submitted to the City:

- 1) Preliminary and Final Structural Engineering Design and Detailing of rehabilitation alternatives for the pedestrian walkway cantilevered off the side of the Pan Am Railroad bridge in Nashua, NH.

The anticipated schedule is as follows:

- August 2020: Contract Executed/Notice-to-Proceed
- December 2020: Preliminary Plans and Estimate for review
- March 2021: 90% Plans, Specifications and Estimate for review
- May 2021: Final Design Documents
- April 2021: Project Advertisement

Phase 2 – Preliminary Pedestrian Walkway Design and Estimate

1. Address comments on Conceptual (Phase 1) recommendations.
2. Coordination with the Pan Am Railroad regarding railroad right of way, service life of the railroad ties supporting the pedestrian walkway, etc.
3. Perform a hands-on evaluation of the pedestrian walkway (this includes the full length of the cantilevered timber ties) using a rail-mounted under-bridge inspection vehicle and obtain measurements necessary to complete an analysis and evaluation of the walkway members to remain. VHB will coordinate with the Railroad to obtain permission to access the tracks and bridge for inspection purposes.
4. VHB will perform preliminary design and detailing for the pedestrian walkway components including the cantilevered timber ties supporting the walkway, the walkway timber stringers, walkway deck, and walkway railing. The walkway will be designed in accordance with the 2018 American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual.
5. VHB will evaluate and provide up to four railing alternatives for the railing on the west side of the pedestrian walkway. The chain link fence (CLF) on the east side of the walkway will remain unchanged.
6. VHB will evaluate decking alternatives for the pedestrian walkway.
7. VHB will develop preliminary rehabilitation plans for the pedestrian walkway showing all the major elements of the walkway but will not include fully developed details of all work elements. This phase will also identify the proposed railing and decking alternate including material type.
8. VHB will develop a construction cost estimate based on major item quantities and NHDOT average unit bid prices.
9. The VHB Project Manager / Program Lead will perform a quality assurance review of the preliminary plans and estimate.
10. VHB will prepare and submit preliminary plans and estimate for review.

Phase 3 – 90% Pedestrian Walkway Design and Estimate

1. Address comments on Preliminary (Phase 2) recommendations.
2. Final Coordination with the Pan Am Railroad.
3. VHB will perform final design and detailing for all pedestrian walkway components.

4. VHB will develop 90% rehabilitation plans for the pedestrian walkway. This plan set will include all details, notes, and a complete quantity sheet. The pedestrian walkway will be constructed according to the latest edition of the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction, unless otherwise amended by Pan Am Railroad details.
5. VHB will prepare a 90% construction cost estimate and quantities based on the final plan set.
6. VHB will develop draft technical specifications.
7. The VHB Project Manager / Program lead will perform a quality assurance review of the 90% Plans, Specifications and Estimate
8. VHB will prepare and submit 90% Plans, Specifications and Estimate for review.

Phase 4 – 100% (Final) Pedestrian Walkway Design and Detailing:

1. Address comments to 90% design (Phase 3) recommendations.
2. The cover sheet will be stamped by a licensed Professional Engineer, registered in the State of New Hampshire.
3. The VHB Project Manager / Program lead will perform a quality assurance review of the 100% Plans, Specifications and Estimate
4. Final contract documents will be submitted to the City for advertisement.
5. Support for bid phase services including answering RFIs and a bid analysis.

Fee:

VHB will provide Phase 2, 3 and 4 services for the following lump sum amounts:

- Phase 2 – Preliminary Design: \$30,370
- Phase 3 – 90% Design: \$35,030
- Phase 4 – 100% (Final) Design: \$12,960
- Direct Expenses: \$5,500
- Vendor - \$3,500, NE Bridge Contractors, Inc. (Under bridge inspection unit)

Assumptions:

- Preliminary pedestrian walkway rehabilitation plans are for review and comment only, they shall not be used as bidding documents for construction.
- Attending project meetings is not required as part of this scope of services.
- Attending, preparing for, and/or presenting at public meetings is not required as part of this scope of services.
- Survey (including base map) and Right-of-Way will be provided by the City for the purposes of design prior to the start of preliminary design.
- Permitting is not required for the project.
- VHB will not structurally evaluate the existing railroad bridge. The railroad bridge is presumed adequate for combined railroad and pedestrian loading. If a structural evaluation of the existing railroad bridge is requested or deemed necessary, VHB will submit an amendment with a separate scope and fee for this work.
- If the structural members that are intended to remain as part of the existing walkway (timber ties and timber stringers) are determined to be structurally inadequate, VHB will provide this information to the City and not perform further rehabilitation alternatives as this would require a more extensive evaluation and rehabilitation of the existing railroad bridge which is outside of this effort.
- Structural Design of the pedestrian walkway will be in accordance with the 2018 American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual.
- No safety improvements are required for the Pan Am bridge.
- Plans will be developed in AutoCAD format.
- Because this is a municipal project, local zoning and permitting applications will not be required.
- An architect is not required for design and detailing of the pedestrian walkway. If a specialized structure is required, an architect can be engaged as needed under a future amendment.
- A separate scope and fee will be submitted to the City for Construction Phase Services.
- All utility coordination will be performed by the City.

- No Pan Am flaggers will be required for bridge inspection or other site visits. If flagging services are required by the Railroad, all costs for flagging or other Railroad related services will be billed directly to the City by the Railroad.

If work is required in any of the above areas not previously described, VHB will prepare a contract amendment to provide a separate description of service, fee, and schedule required to complete the additional scope.

STRUCTURAL ENGINEERING SERVICES

BREAKDOWN OF TASKS

Tasks	PM/QA	Senior Engineer	Engineer	CADD Tech.	Admin.	Total Hours	Total Direct Labor Costs
Phase 1 - Conceptual Ramp Design - Complete							
Task 1 Subtotal	0	0	0	0	0	0	\$0
Phase 2 - Preliminary Pedestrian Walkway Design and Detailing							
1. Address Comments on Conceptual Recommendations	2	4		4		10	
2. Pan Am Coordination	8	12				20	
3. Pedestrian Walkway Inspection, Preparation and Reporting		16	16			32	
4. Preliminary Pedestrian Walkway Design and Detailing		16	24			40	
5. Evaluation of Pedestrian Walkway Railing Alternatives		4	8			12	
6. Evaluation of Pedestrian Walkway Decking Alternatives		4	8			12	
7. Preliminary rehabilitation plan development (hours assumes no existing plans are provided)		12	16	56		84	
8. Preliminary Quantities and Construction Estimate		8	16			24	
9. QC/QA Review	8	4		4		16	
10. Prepare Preliminary Plans and Estimate Submittal	2	2	4	4		12	
Task 2 Subtotal	20	82	92	68	0	262	\$30,370
Phase 3 - 90% Pedestrian Walkway Design and Detailing							
1. Address Comments on Preliminary Recommendations	4	8		8		20	
2. Final Pan Am Coordination	8	16				24	
3. Final design calculations and detailing	1	20	24			45	
4. 90% Plan Development	1	24	16	84		125	
5. 90% Quantities and Construction Cost Estimate		8	20			28	
6. Development of Draft Specifications	4	16				20	
7. QC/QA Review	8	4		4		16	
8. Prepare 90% Plans, Specifications and Estimate Submittal	2	2	4	4		12	
Task 3 Subtotal	28	98	64	100	0	290	\$35,030
Phase 4 - 100% (Final) Pedestrian Walkway Design and Detailing							
1. Address Comments on 90% Recommendations	4	8		4		16	
2. 100% Plan Detailing		6	12	24		42	
3. 100% Quantities and Construction Cost Estimate		4	8			12	
4. Prepare 100% Plans, Specifications and Estimate Submittal	2	8	4	4		18	
5. Bid Phase Services (Contractor RFIs and Bid Analysis)	4	16				20	
Task 4 Subtotal	10	42	24	32	0	108	\$12,960
TOTAL HOURS Tasks 1 thru 4	58	222	180	200	0	660	
TOTAL HOURLY RATES	\$185.00	\$115.00	\$95.00	\$125.00	\$85.00		
DIRECT LABOR COSTS :	\$10,730	\$25,530	\$17,100	\$25,000	\$0		\$78,360

Notes: TOTAL LABOR = \$78,360.00
 VENDOR COSTS (NE Bridge Contractors, Inc., inspection unit for a day) = \$3,500.00
 Note 1: Includes a \$5,000 allowance for railroad liability insurance. ESTIMATED DIRECT COSTS (See Note 1) = \$5,500.00
 TOTAL = \$87,360.00

PRELIMINARY AND FINAL DESIGN PROPOSAL-PHASE 2, 3 & 4
Scope of Services, Tasks, and Fee
Structural Engineering Services
Retaining Wall Ramp at the Nashua Public Library, Nashua, NH
July 31, 2020

Scope of Services

Summary of Services:

Following is a summary of the professional engineering services required for Preliminary Design (Phase 2), 90% Design (Phase 3), and Final Design (Phase 4). Note that conceptual design (Phase 1) has been submitted to the City:

- 1) Preliminary and Final Structural Engineering Layout, Design and Detailing of a pedestrian ramp supported by a retaining wall near the Nashua Public Library
- 2) Geotechnical explorations and Preliminary and Final Geotechnical Engineering recommendations for the above-mentioned retaining wall.

The anticipated schedule is as follows:

- June 2020: Contract Executed/Notice-to-Proceed
- November 2020: Preliminary Plans and Estimate for review (assuming is survey provided prior to September 1, 2020)
- January 2021: 90% Plans, Specifications and Estimate for review
- March 2021: Final Design Documents
- April 2021: Project Advertisement

Phase 2 – Preliminary Retaining Wall Design and Estimate

1. Address comments on Conceptual (Phase 1) recommendations.
2. Once survey is provided by the City, VHB will layout the proposed ramp and retaining wall. The ramp will be ADA compliant.
3. VHB will coordinate with the Geotechnical Engineering subconsultant for geotechnical explorations and to provide preliminary and final geotechnical recommends for the retaining wall.
4. VHB will lay out and detail the retaining wall. The design of the retaining wall will be performed by the wall manufacturer.
5. VHB will develop preliminary plans showing the proposed trail and retaining wall in plan and elevation but will not include fully developed details of all elements. This phase will also identify the proposed retaining wall type and identify three railing alternatives.
6. VHB will develop a construction cost estimate based on major item quantities and NHDOT average unit bid prices.
7. The VHB Project Manager / Program Lead will perform a quality assurance review of the preliminary plans and estimate.
8. VHB will prepare and submit preliminary plans and estimate for review.

Phase 3 – 90% Retaining Wall Design and Estimate

1. Address comments on Preliminary (Phase 2) recommendations.
2. Final coordination with the geotechnical engineers regarding their recommendations.
3. VHB will perform final design and detailing of the retaining wall.
4. VHB will develop 90% plans. This plan set will include all details, notes, reinforcing steel bar marks and complete quantity sheet. The ramp will be constructed according to the latest edition of the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction, unless otherwise amended by City details and specifications.
5. VHB will prepare a 90% construction cost estimate and quantities based on the 90% plan set.
6. VHB will develop draft specifications including any technical special provisions required for the project that are not included in the NHDOT Standard Specifications.

7. The VHB Project Manager / Program Lead will perform a quality assurance review of the 90% Plans, Specifications and Estimate
8. VHB will prepare and submit 90% Plans, Specifications and Estimate for review.

Phase 4 – 100% (Final) Retaining Wall Design and Detailing:

1. Address comments to 90% design (Phase 3) recommendations.
2. The cover sheet will be stamped by a licensed Professional Engineer, registered in the State of New Hampshire.
3. The VHB Project Manager / Program Lead will perform a quality assurance review of the 100% Plans, Specifications and Estimate
4. Final contract documents will be submitted to the City for advertisement.
5. Support for bid phase services including answering RFIs and bid analysis.

Fee:

VHB will provide Phase 2; 3 and 4 services for the following lump sum amounts:

- Phase 2 – Preliminary Design: \$16,380
- Phase 3 – 90% Design: \$15,040
- Phase 4 – 100% (Final) Design: \$7,240
- Direct Expenses: \$500
- Geotechnical Subconsultant – \$8,000

Assumptions:

- Preliminary plans and sketches are for review and comment only, they shall not be used as bidding documents for construction.
- Attending project meetings is not required as part of this scope of services.
- Attending, preparing for, and/or presenting at public meetings is not required as part of this scope of services.
- Survey (including base map), Right-of-Way, wetland and resource delineations by respective Design Team Disciplines will be provided by the City for the purposes of designing and laying out the ramp prior to the start of preliminary design.
- All permitting for the project will be completed by the City.
- The bottom of the retaining wall will be set at an elevation where no hydraulic analysis or scour analysis will be required. The City will be responsible for addressing any right-of-way issues that affect the project. Identifying and securing permission to use any property not owned by the City for staging areas, access, or any other construction purpose will be the responsibility of the Contractor.
- Structural Design of the retaining wall will be performed by the wall manufacturer.
- Plans will be developed in AutoCAD format.
- The project will not involve a federal action (agency funding or federal permitting) and therefore it is assumed neither the National Environmental Policy Act nor Section 106 of the National Historic Preservation Act will apply.
- Because this is a municipal project, local zoning and permitting applications will not be required.
- An architect is not required for design and detailing of the ramp and retaining wall. If a specialized structure is required, an architect can be engaged as needed under a future amendment.
- A separate scope and fee will be submitted to the City for Construction Phase Services.
- All utility coordination will be performed by the City.

If work is required in any of the above areas not previously described, VHB will prepare a contract amendment to provide a separate description of service, fee, and schedule required to complete the additional scope.

Retaining Wall Ramp
 Breakdown of Tasks, Personnel Hours, and Cost

STRUCTURAL ENGINEERING SERVICES

BREAKDOWN OF TASKS

Tasks	PM/QA	Senior Engineer	Engineer	CADD Tech.	Admin.	Total Hours	Total Direct Labor Costs
Phase 1 - Conceptual Design - Complete							
Task 1 Subtotal	0	0	0	0	0	0	\$0
Phase 2 - Preliminary Design and Detailing							
1. Address Comments on Conceptual Recommendations	2	4		4		10	
2. Review Survey and Layout Retaining Wall		4	8	4		16	
3. Geotechnical Coordination	2	4				6	
4. Preliminary Design and Detailing		8	16			24	
5. Preliminary Plan Development	2	8		32		42	
6. Preliminary Quantities and Construction Estimate	2	4	8			14	
7. QC/QA Review	4	4		4		12	
8. Prepare Preliminary Plans and Estimate Submittal	2	2	4	4		12	
Task 2 Subtotal	14	38	36	48	0	136	\$16,380
Phase 3 - 90% Design and Detailing							
1. Address Comments on Preliminary Recommendations	2	4		4		10	
2. Final Geotechnical Coordination	2	4				6	
3. Complete Final Ramp and Railing Design, Detailing and Checking		8	16			24	
4. 90% Plan Development		8		24		32	
5. 90% Quantities and Construction Cost Estimate		4	8			12	
6. Development of Draft Specifications	4	12				16	
7. QC/QA Review	4	4		4		12	
8. Prepare 90% Plans, Specifications and Estimate Submittal	2	2	4	4		12	
Task 3 Subtotal	14	46	28	36	0	124	\$15,040
Phase 4 - 100% (Final) Design and Detailing							
1. Address Comments on 90% Recommendations	2	4		4		10	
2. 100% Ramp Plan Detailing		4	4	8		16	
3. 100% Quantities and Construction Cost Estimate		2	4			6	
4. Prepare 90% Plans, Specifications and Estimate Submittal	2	8	4	4		18	
5. Bid Phase Services (Contractor RFIs and Bid Analysis)	2	8				10	
Task 4 Subtotal	6	26	12	16	0	60	\$7,240
TOTAL HOURS Tasks 1 thru 4	34	110	76	100	0	320	
TOTAL HOURLY RATES	\$185.00	\$115.00	\$95.00	\$125.00	\$85.00		
DIRECT LABOR COSTS :	\$6,290	\$12,650	\$7,220	\$12,500	\$0		\$38,660

Notes:

Note 1: Estimated fee for Geotechnical Engineering subconsult including a boring. Final cost to be provided at a later date. SUBCONSULTANT COSTS (Note 1) = \$8,000.00
 ESTIMATED DIRECT COSTS = \$500.00
TOTAL = \$47,160.00

Touloukian Touloukian Inc.

Architecture + Urban Design

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27 July 2020

Greg Bakos, Principal Engineer

VHB

99 High Street,

10th Floor-

Boston, MA 02110

Re: Nashua Riverfront Parc de la Renaissance Pavilion Project

cc: Bob Uhlig – Halvorson Tighe & Bond Studio (HTB)

Please find below an outline of services and fees for your review. Information provided is based on limited understanding of the site and its requirements.

Part I: Existing Conditions and Proposed Site Plan:

- Client and its consultants are to provide existing site plan with geo technical report, and proposed site plan. Client to provide site files in CAD and pdf with urban context in 3D sketch up.
- TT to review documents, and include files in Part II conceptual design studies.

Part II: Conceptual Design: (Estimated Schedule 2-3 mos).

- First Meeting: Based on HTB March 2020, Site Plan A-Concept plan, TT will provide (2) design variations for review with the City and design team. Presentation will include 3D sketch up models, precedent images, and conceptual site plan.
- Second Meeting: Based on one preferred direction from the meeting above, TT to develop (1) design option and provide revised presentation that includes 3D sketch up models, precedent images and conceptual site plan.

Part III: Design Development/Construction Documents (Estimated Schedule 3-4 mos):

- Provide construction documents for the preferred design option above.
- Include structural engineering drawings and specifications with bid submission.
- Include (2) meetings with the Client to review progress. Include 100% DD set, 90% CD progress sets, and Bid Set submission.

Part IV: Other:

- Design assumes conventional concrete spread footing and foundation wall structure set max below grade at frost line and not submerged into the water. Geo-technical report by others.
- Includes conventional ambient lighting. Does not include stage lighting or rigging. Lighting design and electrical engineer by others.
- Open air structure with no walls, and roof with louvers.
- Front end specifications (conventionally Division 0 and 1) by others.
- Construction Cost estimate by others. TT understands that the construction cost budget is estimated at 500-550k max. Increase in approved costs may reflect a change in fee.
- LEED services not included and can be provided as an additional service.

Part V: Fees

- Fee is estimated at \$119,000 which includes \$42,500 for Part I and II, and \$76,500 for Part III. Fee includes allowance of 12.5k for structural engineer and allowance of 3.0k for CSI specifications. Includes an allowance of 1.0k for reimbursables.
- Schedule is understood to have work completed continuously within 6 mos.
- Fee is good for 30 days after date of submission.

Sincerely,

Touloukian Touloukian Inc., Theodore Touloukian, AIA, As President



THE CITY OF NASHUA

Economic Development

"The Gate City"

To: L. Wilshire, President
From: T. Cummings, Director
Cc: Members of the Board of Aldermen

Date: July 27, 2020

Re: **Communication – Approval & Place on File A Contract Amendment for Professional Engineering Services related to the Nashua Downtown Riverfront Implementation Project Hayner/Swanson, Inc.**

The Tax Increment Financing Development Program and Financing Plan adopted by the Board through the passage of O-18 -006, states that the City Economic Development Director shall be the Administrator of the District and shall have the power to, *inter alia*, “negotiate and sign, upon the approval of the Board of Aldermen, any contracts relative to the design, engineering, construction, or operations of any phase or component of the activities proposed under this Plan.”

On May 26, 2020, the Board approved the attached Professional Engineering Services Contract related to the Nashua Downtown Riverfront Implementation Project with Hayner/Swanson, Inc., along with Exhibit B outlining the scope and basis for fees. (“HSI Contract”) The HSI Contract is the City’s standard Professional Engineer services contract.

Hayner/Swanson is the project Surveyor and the work as described in the concept plan contract with VHB needs to occur. The HSI Contract brought Hayner/Swanson on board with a limited scope of work and fee to start assisting with the project separate from being a sub consultant to VHB. Further work is required, however, and the proposed amendment transfers \$86,205.00 from Purchase Order 154005, as the attached correspondence by VHB describes, and move the scope of work described in the amendment from Hayner/Swanson as a sub to VHB to Hayner/Swanson as a direct contractor for the City. The balance of the quote will come from the TIF account created for the implementation of the downtown riverfront project.

Pursuant to NRO §5-91 relative to Contract Amendments and in conforming with the Tax Increment Financing Development Program and Financing Plan, I am requesting the approval of the Board of Aldermen for the award of the attached contract amendment of \$118,730.00.

Following is a table to better show the sources of funds:

Release/Transfer of VHB PO 154005	\$86,205.00
Riverfront TIF Account	\$32,525.00
Total	\$118,730.00

DeRoche, Amy

From: Bakos, Greg <gbakos@VHB.com>
Sent: Friday, July 10, 2020 2:09 PM
To: Cummings, Tim
Cc: DeRoche, Amy; Bussiere, Louise
Subject: HSI Release

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Hi Tim,

Pursuant to our conversation today I am providing this email to formally release funds in our Nashua Riverfront Project contract (P.O. 154005) that were intended to cover survey services by Hayner/Swanson, Inc. (HSI). Our understanding is that HSI will contract directly with the City and therefore their scope is also removed from our contract.

The amount of the released funds = \$82,100 + 5% administration fee = \$86,205.

Regards,

-Greg

Gregory L. Bakos, PE, NCICS
Principal



2 Bedford Farms Drive
Suite 200
Bedford, NH 03110-6532
P 603.891.3950 | M 603.546.9613 | F 603.518.7495
gbakos@vhb.com

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CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN

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

Hayner/Swanson, Inc.
and its successors, transferees and assignees (together "Professional Engineer")
NAME AND TITLE OF PROFESSIONAL ENGINEER

3 CONGRESS STREET
NASHUA, NH 03062
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 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—March 6, 2020 Proposal from Hayner/Swanson, Inc. describing scope and basis of fee

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.

3. PERIOD OF PERFORMANCE. Professional Engineer shall perform and complete all work by **December 31, 2020** 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. Professional Engineer shall begin performance upon receipt of an Executed Contract and a valid Purchase Order issued from the City of Nashua.

4. COMPENSATION. Professional Engineer agrees to perform the work for a total cost not to exceed
Twenty Four Thousand Dollars (\$24,000)

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 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 Professional Engineer's right to payment as the City of Nashua may reasonably require. Professional Engineer shall submit monthly requests for payment for services performed under this agreement shall be submitted as follows:

- Electronically via email to VendorAPIInvoices@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:

Tim Cummings
Director of Economic Development
City of Nashua

REPRESENTATIVE:

John C. Vancor, P.E., Vice Pres.
Hayner/Swanson, Inc.

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.

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

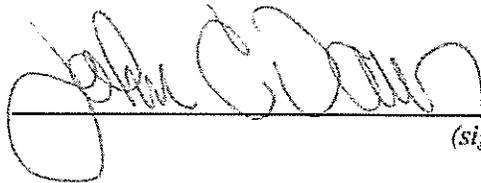


City of Nashua, NH (signature)

*Tim Cummings, Dir. Econ. Dev.
(Printed Name and Title)*

5/28/2020

Date



(signature)

*John C. Vancor, P.E., Vice President
(Printed Name and Title)*

5/15/2020

Date

EXHIBIT A
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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` 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, 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



Hayner/Swanson, Inc.

Civil Engineers/Land Surveyors

March 6, 2020

Mr. Tim Cummings
Director of Economic Development
229 Main Street
Nashua, NH 03060

Dear Mr. Cummings:

Hayner/Swanson, Inc. (HSI) is pleased to submit this proposal to the City of Nashua for professional services related to the Nashua Downtown Riverfront Implementation Project. Services to be provided shall include the following:

Project Management Support Services

HSI shall provide services as needed and as requested in support of the City's overall project management for this project. Services may include:

- Support of the City's coordination with the project Consulting Team including review of schedules, progress and process
- Support of the City's coordination with stakeholders
- Support of the City's efforts to coordinate with the owners of utilities within the project area
- Assistance in identifying constraints and reasonable timelines associated with the numerous potential construction contracts. Key concerns include contract specific strategies for design development, cost estimation and procurement approach.
- Support to the City's internal coordination efforts between departments

It is anticipated that project management support will be provided primarily by John Vancor, P.E. (Principal Engineer) and Scott Murphy, P.E. (Senior Engineer).

Early Priority Survey Support

HSI will work with the City to identify the highest priority survey tasks for the overall effort.

- HSI will perform research and boundary determination as requested.
- HSI will perform high priority topographic survey as requested.

- Survey data and plan information will be transmitted to both the City and to the project Consulting Team.

Services will be billed in accordance with the attached Fee Schedule with the following exceptions:

- The billing rate for Principal Engineer will be reduced to \$165.00/hour.
- The billing rate for Senior Engineer will be reduced to \$130.00/hour.
- HSI will not markup expenses or subcontractor services.

Total billings for labor and expenses shall not exceed \$24,000 under this proposal. It is anticipated that HSI and the City of Nashua will work together to identify the total scope of survey to be performed for the overall project. We understand that we may be requested to submit a follow up proposal to perform these services, as well as additional project management support.

Thank you for the opportunity to submit this proposal. Please contact me with questions or concerns.

Sincerely,



John C. Vancor, P.E.

Vice President/Principal Engineer

HAYNER/SWANSON, INC.
Fee Schedule - January 1, 2020

Surveying & Engineering Staff (1)

Principal Engineer, PE	\$ 175.00/hour
Principal Surveyor, LLS	\$ 145.00/hour
Senior Engineer, PE	\$ 145.00/hour
Senior Surveyor, LLS	\$ 130.00/hour
Senior Project Manager	\$ 142.50/hour
Project Manager	\$ 115.00/hour
Survey Project Manager	\$ 120.00/hour
Senior Construction Manager	\$ 120.00/hour
Construction Manager	\$ 100.00/hour
Engineering Technician I	\$ 105.00/hour
Survey Technician I	\$ 90.00/hour
Senior CAD Technician	\$ 107.50/hour
CAD Technician I	\$ 102.50/hour
CAD Technician II	\$ 75.00/hour
Survey Crew Member	\$ 82.50/hour
Survey Crew Member (HAZWOPER)	\$ 110.00/hour
Clerical Staff	\$ 60.00/hour

Court Appearance/Expert Testimony

Expenses, preparation of case, and court appearance	\$ 250.00/hour
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Miscellaneous Reimbursable Expenses:

Copies (black and white)	\$ 0.10/each
Copies (color)	\$ 0.50/each
Engineering Prints	\$ 0.33/sf
HP Design Jet Plot - Paper	\$ 0.75/sf
HP Design Jet Plot - Film	\$ 5.00/sf
HP Design Jet Plot - Color	\$ 3.00/sf
Mileage: Automobile (2)	\$ 0.575/mile
Survey Vehicle	\$ 0.80/mile
Telephone/Communications (3)	at 1% labor cost
Reprographic Services	at cost plus 10%
Postage/Courier Service	at cost plus 10%
Parking / Tolls	at cost plus 10%
Photos / Slides	at cost plus 10%
Fees Paid for Client	at cost plus 10%
Meals & Lodging	at cost plus 10%

Survey Reimbursable Expenses:

Stakes/Hubs	\$ 1.50/each
Stakes/Bundle	\$ 25.00/bundle
12" Galvanized Spikes	\$ 3.00/each
Stone Bounds: 4" x 4"	\$ 50.00/each
6" x 6"	\$ 100.00/each
Iron Pipes / Pins	\$ 12.00/each
GPS/Robot Equipment Use Charge	\$ 45.00/hour
Confined Space Entry Equipment Charge	\$ 400.00/day

Subcontract Services:

All subcontracted work will be invoiced to the Client at cost plus fifteen (15%) percent.

NOTES:

- (1) Rates will be charged for time worked on the project and for the time required for travel between the office and the meeting or project site.
- (2) Automobile mileage expense shall be periodically adjusted consistent with IRS allowances.
- (3) Telephone/Communications will be invoiced as a reimbursable expense at 1% of the total labor cost.

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement is entered into as of this _____ day of August, 2020, by and between **CITY OF NASHUA**, a municipality in the State of New Hampshire (hereinafter referred to as “City”), and **HAYNER/SWANSON, INC.**, (hereinafter referred to as “Contractor”) whose address is 3 Congress Street, Nashua, NH 03062.

WHEREAS, City and Contractor entered into that certain Professional Engineering Services related to the Nashua Downtown Riverfront Implementation Project to Hayner/Swanson, Inc., dated May __, 2020 (the “Agreement”); and

WHEREAS, both City and Contractor desire to amend the Agreement to expand the scope of services and amend the budget.

NOW THEREFORE, the parties agree as follows:

1. Pursuant to Section 30 of the Agreement “Modification of Contract and Entire Agreement,” the Agreement is hereby amended to add the additional scope and amended budget as described in the June 26, 2020 Contract Amendment Proposal P.O. # 156769 of Hayner/Swanson, Inc. which is attached hereto and incorporated fully herein.

2. All other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed, or have caused their properly authorized representatives to duly execute, this First Amendment to Agreement on the date and year first above written.

City of Nashua

Hayner/Swanson, Inc.

By: Tim Cummings, Dir. Econ. Dev.

By: John C. Vancor, P.E., Vice President