

FINANCE COMMITTEE

SEPTEMBER 16, 2020

7:00 PM

To Join Zoom Meeting:

<https://us02web.zoom.us/j/82851484104?pwd=UW9oVmxtMFhpOUIDZEtvbIVDOHVLUt09>

Meeting ID: 828 5148 4104

Passcode: 100380

Join by telephone: 1-929-205-6099

Meeting ID: 828 5148 4104

Passcode: 100380

If there is a problem with the audio, please dial 603-821-2049 to advise.

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: Kelly Parkinson, Purchasing Manager

Re: Renovations of City Hall due to Covid 19 Social Distancing Requirements

From: Kelly Parkinson, Purchasing Manager

Re: Transit Van Purchase

From: Kelly Parkinson, Purchasing Manager

Re: Snow Plowing Contract FY21

From: Kelly Parkinson, Purchasing Manager

Re: Monopole Tower & Foundation Installation

UNFINISHED BUSINESS

NEW BUSINESS – RESOLUTIONS

NEW BUSINESS – ORDINANCES

RECORD OF EXPENDITURES

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT



THE CITY OF NASHUA

Administrative Services
Purchasing Department

'The Gate City'

September 10, 2020
Memo #21-019

TO: Mayor Donchess
Finance Committee

SUBJECT: Renovations of City Hall due to Covid19 Social Distancing Requirements

Please see attached communications from Kim Kleiner, Director of Administrative Services dated September 9, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Renovation of City Hall City Clerk, Motor Vehicle, Tax & Assessing Departments to create workspaces that comply with CDC social distancing protocols

Value: \$913,343.24

Vendor: DL King

Department: 129 Administrative Services/City Buildings

Source Fund: Goferr Grant

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

A competitive bidding RFP for this project was issued on August 18, 2020 and the following bids were received:

Vendor	Location	Amount	Note
DL King	Nashua, NH	\$913,343.24	
Schroeder Construction	Nashua, NH	\$897,292.00	A non conforming bid received was incomplete and necessitated rejection
Paxor Construction	Merrimack, NH	\$829,280.01	A non conforming bid received was incomplete and necessitated rejection

We recommend this bid to be awarded to the lowest total cost vendor who met the RFP specified requirements.

The Director of Administrative Services and the Purchasing Department respectfully request your approval of this contract.

Regards,
Kelly Parkinson
Purchasing Manager

Cc: K Kleiner
J Graziano



THE CITY OF NASHUA

Administrative Services Division

"The Gate City"

To: Mayor Donchess
Finance Committee

From: Kim Kleiner, Director of Administrative Services

Cc: John Griffin, CFO
Jennifer Deshaies, Risk Manager
Sue Lovering, City Clerk
David Fredette, Treasurer

Date: September 9, 2020

Subject: RFP0285-081820 City Hall Building Renovations

In June, the Emergency Operations Center Safety team, along with department heads, Risk Management and the City Building Department conducted safety assessments on all departments within city hall. It was determined that in order to comply with CDC social distancing protocols significant building modifications would be required within the Motor Vehicle, Tax, Assessing and City Clerk departments.

Dennis Mires P.A. was hired in July to perform space assessments, meet with staff and design the bid set drawings and specifications for the modifications. A request for proposals (RFP), following federal provisions, was advertised and issued on our website and through Bid Express on August 19th. A mandatory walkthrough was conducted on August 24th and proposals were due to the city on August 31st. The city received three proposals. Two proposals for \$897,292.00 and \$829,280.01 were disqualified due to non-conforming and incomplete bid submissions. A committee of city staff reviewed all bid submissions. We are asking for the Finance committee's approval of the contract with DL King & Associates in the amount of \$913, 343.24 for the renovation of Motor Vehicles, Tax, Assessing and the City Clerk offices.



CONTRACT FOR INDEPENDENT CONTRACTOR

**MVR, TAX, ASSESSING & CITY CLERK OFFICE RENOVATIONS
DUE TO COVID-19 PANDEMIC**

A CONTRACT BETWEEN

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

D.L. KING INC.

NAME AND TITLE OF INDEPENDENT CONTRACTOR

**27 TANGLEWOOD DRIVE
NASHUA NH 03062**

ADDRESS OF INDEPENDENT CONTRACTOR

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

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

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

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

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

- Exhibit A1--General Conditions for Contracts
- Exhibit A2 – Federal Required Contract Provisions
- Exhibit A3 – Certification Regarding Lobbying
- Exhibit B--Scope of Services, Contract Time, Fee Schedule

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

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

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

3. PERIOD OF PERFORMANCE. Independent Contractor shall perform and complete all work by 1 weeks after Notice to Proceed 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. Independent Contractor agrees to perform the work for a total base cost not to exceed **Nine Hundred Thirteen Thousand Three Hundred Forty Three DOLLARS and Twenty Four Cents (\$913,343.24).**

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

Unless Independent Contractor has received a written exemption from the City of Nashua, Independent Contractor shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such applications shall be supported by such data substantiating the Independent Contractor's right to payment as the City of Nashua may reasonably require. Independent Contractor shall submit monthly requests for payment for services performed under this agreement directly to:

- 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.**

Applications for Payment shall be submitted no later than fifteen (15) days after the end of each month. The City of Nashua will pay for work satisfactorily completed and accurately invoiced by Independent Contractor within thirty (30) days from the time of approval by the City of Nashua.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective upon the date of execution by the City of Nashua.

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

CITY OF NASHUA REPRESENTATIVE:

REPRESENTATIVE

Kim Kleiner, Director of Administrative Services
John Griffin, CFO
229 Main Street
Nashua NH 03060

Arthur King, CFO
D.L. King & Associates, Inc.
27 Tanglewood Drive
Nashua NH 03062

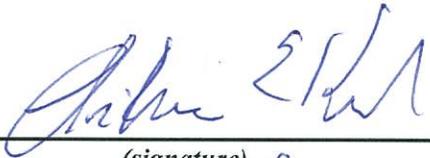
Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or Independent Contractor may change the address or representative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

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

City of Nashua, NH (signature)

(James Donchess, Mayor)

Date



(signature)



(Arthur King, CFO)

9/10/2020
Date

**EXHIBIT A1
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GENERAL CONDITIONS**

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General Terms and Conditions

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

2. **INDEPENDENT CONTRACTOR STATUS** The parties agree that Independent Contractor shall have the status of and shall perform all work under this contract as an Independent Contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Independent Contractor, and nothing in this contract shall create any contractual relationship between the City of Nashua and Independent Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Independent Contractor is not a City of Nashua employee and that there shall be no:
 - (1) Withholding of income taxes by the City of Nashua;
 - (2) Industrial insurance coverage provided by the City of Nashua;
 - (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
 - (4) Participation or contributions by either the Independent Contractor or the City of Nashua to the public employee's retirement system;
 - (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
 - (6) Unemployment compensation coverage provided by the City of Nashua.

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

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

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

5. **CHANGES TO SCOPE OF WORK** The City of Nashua may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Independent Contractor's performance under the contract. Independent

Contractor shall provide to the City of Nashua within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Independent Contractor's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Independent Contractor for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Independent Contractor of the change.

When Independent Contractor seeks changes, Independent Contractor shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City of Nashua in writing of the estimate. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change.

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

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

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

8. **TERMINATION OF CONTRACT**

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 Independent Contractor 10 day's written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

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

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

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

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

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

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

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

If after termination for the failure of Independent Contractor to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that Independent Contractor had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City of Nashua shall,

if necessary, make an adjustment in the compensation paid to Independent Contractor such that Independent Contractor receives total compensation in the same amount as it would have received in the event of a termination-at-will.

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 Independent Contractor shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Independent Contractor assigned to the performance of the contract.

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

9. **DISPUTE RESOLUTION** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and an Independent Contractor Representative. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, the parties may request that the dispute be submitted to the Board of Aldermen for resolution. If the parties are dissatisfied with the decision of the Board of Aldermen, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.
10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Independent Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Independent Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.
11. **INSURANCE** Independent Contractor shall carry and maintain in effect during the performance of services under this contract:

General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;

- \$1,000,000 Combined Single Limit Automobile Liability, coverage must include all owned, non-owned and hired vehicles and
- Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

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

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

certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- The specified insurance requirements do not relieve Independent Contractor of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Independent Contractor is encouraged to purchase such additional insurance, as it deems necessary. The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Independent Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Independent Contractor or anyone employed, directed, or supervised by Independent Contractor.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Independent Contractor 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 Independent Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Independent Contractor's indemnity and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

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

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

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

15. **COMPLIANCE WITH APPLICABLE LAWS** Independent Contractor, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Independent Contractor shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

16. **NONDISCRIMINATION** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Independent Contractor agrees to the following terms. Independent Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Independent Contractor agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not

limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Without limitation of the foregoing, Independent Contractor's attention is directed to Title 41 "Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

Independent Contractor agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and sub consultants to participate to the extent possible, consistent with their qualification, quality of work, and obligation of Independent Contractor under this contract.

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

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

17. **ENDORSEMENT** Independent Contractor shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Independent Contractor or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Independent Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
19. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Independent Contractor related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Aldermen, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
20. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Independent Contractor's expense, by Independent Contractor to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Independent Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract must be retained by Independent Contractor for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Independent Contractor shall promptly remit and

deliver the materials, at Independent Contractor's expense, to the City of Nashua. Independent Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Independent Contractor's obligations under this contract without the prior written consent of the City of Nashua.

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

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

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

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

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Independent Contractor shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Independent Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Independent Contractor with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Independent Contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the designated official accepts and approves the notice of completion.
23. **TAXES** Independent Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Independent Contractor hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
24. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.

25. **RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

26. **PROHIBITED INTERESTS** Independent Contractor shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Independent Contractor warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Independent Contractor. If any such interest comes to the attention of Independent Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Independent Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Independent Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

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

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

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Independent Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Independent Contractor.

28. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.

29. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.

30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Independent Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.

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

EXHIBIT B
SCOPE OF SERVICES, CONTRACT TIME, FEE SCHEDULE
PROFESSIONAL CONTRACTING SERVICES

This is an exhibit, dated Wednesday, September 9, 2020, attached to and made part of the Agreement dated Thursday, September 17, 2020 between D.L. King Inc. (CONTRACTOR) and the City of Nashua, New Hampshire (OWNER).

This exhibit describes the Scope of Services, Contract Time, and Fee Schedule for the project known as the MVR, Tax, Assessing & City Clerk Office Renovations.

1.0 The Basic Services of a CONTRACTOR as described in Article 2 of said agreement as amended and supplemented as follows:

Scope of Work

The project is a redesign of the existing office space to reconfigure the workstations and customer reception to keep up with ADA needs and the Covid-19 separation requirements, as well as general updates to security and finishes. There will be a new concept of how to receive customers (behind glass) and to provide partitions/sneeze guards between employees, as well as for the workstations and desks for typical office operations. New millwork will be provided for all transaction counters and two new kitchenettes will be provided within breakrooms.

The mechanical ductwork will be modified to accommodate new wall locations. Motor Vehicle and Tax will abandon the existing steam heat supply and replace the air handlers with a VRF system for 3,200sf. Remove the three existing space air handlers and the associated CCUs. These will be replaced with a new VRF unit and seven indoor fan coils. The Assessor's space will have some ductwork moved to accommodate new wall locations. The City Clerk will have a new VAV box installed and tied to the steam heat.

Building electrical systems upgrades include: Modifications to the existing normal power distribution, power outlet system, LED lighting upgrades, emergency lighting, lighting control and fire detection and signaling system. ACT ceilings will be replaced in all locations except the City Clerk division. Integral with reconfiguring the desks for new millwork and separation the wall finishes will be updated or painted. Most of the flooring will be salvaged, but the "raised floor" in the Motor Vehicle Division will be removed and will require new flooring.

A Hazardous Materials Survey & Abatement study will be provided. All contractors shall carry an allowance of \$25,000 for mitigate any materials that may be found. Additionally, two new doorways will be cut through existing masonry walls. Additional structural engineering will be provided as needed for these locations. The sequencing of work is very important. Motor Vehicle, Tax and Assessing work can be started immediately upon award of the contract, while the City Clerk Office will be remodeled after the November election season has been completed. All moving costs of furniture will be provided by the City of Nashua.

ARCHITECTURAL

<p><u>A0 Cover</u> COVER A001 GENERAL PROJECT NOTES A002 GENERAL NOTES & DETAILS</p> <p><u>Assessing Building Plans</u> A101A Assessing Floor Plan A101B Assessing Demo, RCP & Detail Plan A101C Assessing Schedules and details</p> <p><u>Motor Vehicle - Tax Building Plans</u> A102A Motor Vehicle & Tax Office Plan A102B Motor Vehicle & Tax Office Demo & RCP P... A102C Motor Vehicle & Tax Schedules & Details</p> <p><u>City Clerk Building Plans</u> A103A City Clerk Plan A103B City Clerk Demo & RCP Plans A103C City Clerk Schedules and Details</p> <p><u>ROTUNDA OPENING</u> A104 ROTUNDA DOORWAY</p>	<p>MECHANICAL M1 DMV, TAX HVAC PLANS M2 ASSESSING DUCT MODIFICATION M3 CITY CLERK DUCT MODIFICATION</p>	<p>ELECTRICAL E101 ELECTRICAL NOTES AND LEGEND E102 SPECIFICATIONS & SCHEDULES E103 EQUIPMENT SCHEDULES & NOTES E201 ASSESSING LIGHTING PLAN E202 MOTOR VEHICLE LIGHTING PLAN E203 CITY CLERK PLAN E301 ASSESSING POWER PLAN E302 ASSESSING MECHANICAL POWER PLAN E303 MV, TAX POWER PLAN E304 MV, TAX MECHANICAL POWER PLAN E305 CITY CLERK POWER PLAN E306 CITY CLERK MECHANICAL POWER PLAN E401 DETAIL PLAN E501 ONE-LINE POWER RISER DIAGRAM FAIP101 FIRE ALARM IMPAIRMENT PLAN FAIP102 FIRE ALARM IMPAIRMENT PLAN FAIP103 FIRE ALARM IMPAIRMENT PLAN FA201 FIRE ALARM ASSESSING FA201 FIRE ALARM MV& TAX FA201 FIRE ALARM CITY CLERK FA301 FIRE ALARM RISER DIAGRAM</p>
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*See attached Drawing List.

2.0 Contract Fixed Fee

The contract fixed fee is not to exceed the total base cost of \$913,343.24. See attached bid proposal.

3.0 Invoicing

See the Schedule of Invoicing in the attached bid proposal.

Exhibit A3: , 44 C.F.R. PART 18 CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **D.L. King Inc.** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Arthur King, CFO

Name and Title of Contractor's Authorized Official

Exhibit A-2: Federal Required Contract Provisions

1. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin.

Such action shall include, but not be 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering

agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. DAVIS-BACON ACT

Compliance with the Davis-Bacon Act.

- (1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) Additionally, contractors are required to pay wages not less than once a week.

3. COPELAND ANTI-KICKBACK ACT

Compliance with the Copeland "Anti Kickback" Act

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

4. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of

pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City of Nashua shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

5. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the City of Nashua and understands and agrees that the City of Nashua will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Coronavirus Relief Fund established by H.R. 748, Section 5001 provided by the United

States government to the State of New Hampshire.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Nashua and understands and agrees that the City of Nashua will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(4) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Coronavirus Relief Fund established by H.R. 748, Section 5001 provided by the United States government to the State of New Hampshire.

(3)

6. DEBARMENT AND SUSPENSION

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

8. ACCESS TO RECORDS

Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the City of Nashua, State of New Hampshire, the U.S Department of Treasury or Office of Management and Budget or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the U.S Department of Treasury or Office of Management and Budget Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the City of Nashua and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the U.S Department of Treasury or Office of Management and Budget.

9. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that CARES Act financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, policies, procedures and directives.

10. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Bid Proposal

City Hall, 229 Main St. Nashua, NH
Renovations
RFP 0285-081820

229 Main Street
Nashua, NH 03061

Nashua Purchasing Department

229 Main Street
Nashua, NH 03061



Nashua
NEW HAMPSHIRE'S GATE CITY

General Contractor

D.L. King & Associates, Inc.
27 Tanglewood Drive
Nashua, NH 03062
603-883-5880





27 Tanglewood Dr.
Nashua, NH 03062
Office: 603-883-5880
Fax: 603-883-5061

August 31, 2020

Ms. Kelly Parkinson
Purchasing Manager
City of Nashua
229 Main Street
Nashua, NH 03061

Re: RFP0285-081820 – City Hall, 229 Main Street Nashua NH Renovation

Dear Kelly:

D.L. King & Associates, Inc. is pleased to provide the following proposal. The attached design-build quotation includes design reviews, submittals of shop drawings, Product Data Sheets, and includes all labor and materials in response to the IFB.

D.L. King & Associates, Inc. has completed numerous D-B and renovation projects for the City of Nashua including:

- DMV CDC Temporary Relocation
- Renovation of Nashua Aldermanic Chamber
- Nashua Police Exterior Bullet Resistant Window Replacement
- Pennichuck Water Works Museum
- City Clerk's Office and Elm. St. Entrance
- Exterior Window City Hall Window Replacement
- Nashua Transportation Maintenance Garage CNG Repair Station
- Nashua DPW CNG Garage Repair Station

We have a successful track record of completing quality projects, on time, within budget and with a minimal disruption of the City Hall daily business activities.

We have included our CDC Compliant Safety Plan that we have implemented on our current State and Federal Projects.

DLK Total Quotations including Allowance 1 are:

D-B \$ 913,343.24

NON-D-B \$ 890,716.66

Thank you for the opportunity to bid this work. Please do not hesitate to contact me should you have any questions regarding this proposal.

Yours truly,

Arthur E. King; PE

CFO



THE CITY OF NASHUA

Administrative Services
Purchasing Department

"The Gate City"

Appendix B

RFP0285-081820

Bid Form
Bid Form – Davis Bacon

procedures of construction to be employed by BIDDER, and safety precautions and programs incident thereto.

- E. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- F. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this Bid is submitted.

4. BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5. The requirements of the New Hampshire Revised Statutes Annotated shall apply to this project. The BIDDER is responsible for compliance with all applicable statutes. The entire set of the Revised Statutes Annotated is available online at: <http://gencourt.state.nh.us/rsa/html/indexes/default.html>

7. BIDDER agrees that the Work will be substantially completed and completed and ready for final payment in accordance with paragraph 14 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

8. The following documents are attached to and made a condition of this Bid:

- A. Bid Form
- B. Bid Bond
- C. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid
- D. Construction Contractor's Qualification Statement

9. Communications concerning this Bid shall be addressed to:
(Contractor's mailing address to be filled in by Bidder)

27 Tanglewood Drive

Nashua, NH 03062

10. The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

Submitted by:

Name of Organization D.L. King and Associates, Inc.

Name of Individual Arthur E. King

Title CFO

Address 27 Tanglewood Drive

Nashua, NH 03062

Telephone 603-883-5880

Submitted to:

Name City of Nashua

Address 229 Main Street

Nashua, NH 03060

Telephone 603-589-3333

SUBMITTED on August 31, 2020

If BIDDER is:
An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone: _____ Email: _____ DUN's#: _____

A Partnership

Partnership Name: _____ (SEAL)

Date and State of Organization _____

Names of Current General Partners

Name	Title

Type of Partnership

General Publicly Traded Limited Other (describe): _____

By: _____
(Signature of General Partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone: _____ Email: _____ DUN's#: _____

A Corporation

Corporation Name: D.L. King and Associates, Inc. (SEAL)

Date and State of Incorporation: 1983; State of Illinois

List of Executive Officers

Name	Title
Donna L King	President
A. Dean King	CEO
Arthur E. King	CFO

Type (General Business, Professional, Service, Limited Liability): General Contractor

By: 
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Arthur E. King

Title: CFO (Corporate Seal)

Attest: 
(Signature of Corporate Secretary)

Business Address: 27 Tanglewood Drive Nashua, NH 03062

Phone: 603-883-5880 Email: Art@dlkingnh.com DUN's#: 079546990

Date of Qualification to do business is 1/3/1983

A Joint Venture

Joint Venture Name: _____ (SEAL)

Date and State of Organization: _____

Name, Address and Form of Organization of Joint Venture Partners:

Name	Title

(Indicate managing partner by an asterisk *)

By: _____
(Signature of joint ventured partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone: _____ Email: _____ DUN's#: _____

Address for receipt of
official communications: _____

(Each joint ventured must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

Bid Form

In compliance with your Invitation for Bid, we hereby submit our proposal for the above project. Having examined the plans and specifications and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, we hereby propose to furnish all supervision, labor, materials and supplies, and to construct the project in accordance with the contract documents, dated August 18, 2020 including Addenda noted below, as prepared by Dennis Mires, P.A. The Architects, 697 Union Street, Manchester, N.H.

BASE BID (including work in Additive Bid Items):

PART A: Assessing – Furnish all labor, material, equipment, supervision, insurance, taxes and bonds for work associated with the Renovation Package as indicated in the Scoping Set Documents Section A101A-A101C, M2, FAIP101, FA201

PART A: one hundred thirty-two thousand two hundred twenty-two dollars and twenty-six cents

_____ DOLLARS (\$ 132,222.26)

(Amounts where indicated shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

PART B: Motor Vehicle & Tax – Furnish all labor, material, equipment, supervision, insurance, taxes and bonds for work associated with the Renovation Package as indicated in the Scoping Set Documents Section A102A-A102C, M1, FAIP102, FA202

PART B: two hundred forty-eight thousand one hundred thirty-four dollars and ninety-eight cents

_____ DOLLARS (\$ 248,134.98)

(Amounts where indicated shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

PART C: City Clerk – Furnish all labor, material, equipment, supervision, insurance, taxes and bonds for work associated with the Renovation Package as indicated in the Scoping Set Documents Section A103A-A103C, M3, FAIP103, FA203

PART C: one hundred forty-five thousand three dollars and fifty-six cents

_____ DOLLARS (\$ 145,003.56)

(Amounts where indicated shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

PART D: Doorway to Lobby – Furnish all labor, material, equipment, supervision, insurance, taxes and bonds for work associated with the Renovation Package as indicated in the Scoping Set Documents Section A104

PART D: seventeen thousand nine hundred two dollars and fifty cents

_____ DOLLARS (\$ 17,902.50)

(Amounts where indicated shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

PART E: Mechanical, Electrical & Lighting – Furnish all labor, material, equipment, supervision, insurance, taxes and bonds for work associated with the Renovation Package as indicated in the Scoping Set Documents Section E101-E103, E201-E203, E301-E306, E401, E501, FA301

PART B: three hundred seventy thousand seventy-nine dollars and ninety-four cents

_____ DOLLARS (\$ 370,079.94)

(Amounts where indicated shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

TOTAL BASE BID (PARTS A + B + C +D + E)

Nine Hundred and Thirteen Thousand, Three Hundred Forty-Three Dollars and Twenty Four Cents

_____ DOLLARS (\$ 913,343.24)

(Amounts where indicated shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The undersigned understands that time is of the essence and agrees that the time for substantial completion of each phase of the project shall be as outlined in Summary of Work. Substantial completion of the Assessing, Motor Vehicle and Tax Package is _____. Substantial completion of the City Clerk Package is _____. Final completion shall be achieved within 30 consecutive calendar days after substantial completion.

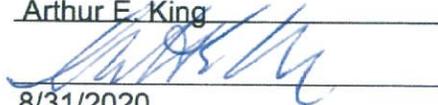
If notice of acceptance of this bid is given to the undersigned within 30 days after the date of opening of bids, or any time thereafter before this bid is withdrawn, the undersigned will execute and deliver a contract in the prescribed form within 10 days after the contract has been presented to him for signature. The required payment and performance bonds shall be delivered to the Owner along with the signed Contract.

I certify that the firm name given below is the true and complete name of the bidder and that the bidder is legally qualified and licensed by the State of New Hampshire to perform all work included in the scope of the Contract.

Submitted by:

Company Name: D.L. King and Associates, Inc.

Name: Arthur F. King

Signature: 

Date: 8/31/2020



dlkingNH.com
info@dlkingNH.com

27 Tanglewood Drive Nashua, NH 03062-1044
Office: 603-883-5880
Fax: 603-883-5061

**Reference: Nashua City Hall Renovations
RFP0285-081820**

D.L. King & Associates, Inc.

Certificate of Vote

I, Donna L. King., hereby certify that I am duly elected President of D.L. King & Associates, Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on August 28, 2020 at which a quorum of the Board was present and voting.

VOTED:

That Arthur E. King, Jr. CFO, is duly authorized to enter into a specific Agreement for the Corporation with the City of Nashua, New Hampshire and further authorized to execute any documents, which may in his judgment be desirable or necessary to affect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of August 28, 2020 and that Arthur E. King, Jr. is the duly elected CFO, respectively, of this Corporation.

Date: August 28, 2020

Attest:

President
Donna L. King

Corporate Seal:

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Cover Letter

Bid Forms Attached

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27 Tanglewood Dr.
Nashua, NH 03062
Office: 603-883-5880
Fax: 603-883-5061

A. Bidder Description and Project Team

- a) D.L. King & Associates, Inc.
Nashua HQ Office: 27 Tanglewood Dr. Nashua, NH 03062
Merrimack Office 45 Bates Rd. Merrimack, NH 03054
Company Website: www.dlkingnh.com
Dean King CEO, Dean@dlkingnh.com, Cell # 603.235.2105
Curt Spencer PM, Curt@dlkingnh.com, Cell # 603.459.4732
- b) Established as a Subchapter S Corporation in 1983 and have 10 Employees
- c) Commercial Restorations and Renovations on public and private projects; expertise is historic restorations.
- d) Curt Spencer will be DL King Project Manager; Curt@dlkingnh.com; Cell # 603.459.4732;
Curt was Project Manager on Nashua CH Aldermanic Chamber Renovations and the DMV Temporary COVID Relocation. Staffing is itemized attached Staffing Chart. (Attached)
- e) Subcontractors:
Demolition **DECTAM**
Drywall **STEEL ELEMENTS**
Glazing **QUEEN CITY GLASS**
Casework **TRICO MILLWORK**
ACT **BOUCHER ACOUSTICS**
Flooring **PAUL WHITE TILE**
Mechanical **ARAKELIAN PLUMBING & HEATING**
Electrical **GATE CITY ELECTRIC**
- f) DL King is a NHDOT Certified women owned business (Certification Attached)
- g) Letters of Recommendations (Attached)

D.L. KING & ASSOCIATES, INC.

Staffing City Hall 229 Main Street Nashua, NH Renovations - RFP0285-72220

7/30/2020

<u>Name</u>	Position	Date Started With this organization	Position on CH Renovations	Prior Position and experience in construction
Donna L King	President	1/1/1983	President	Controler
Arthur E. King, PE	CFO	1/1/1983	CFO	USAF CE
A. Dean King	CEO	1/1/1999	Project Executive	Civil Engineer USACE
Curt Spencer	Chief Engineer/SPM	6/1/2014	Project Manager	UNH CE Student
Paul Raichle PE	SPM	10/1/2019	Safety Officer	ME Eversource
Andrew Winchester	General Superintendent	5/1/2008	Part Time	Carpenter Owner
Douglas Johnson	Superintendent	5/1/2019	Site Superintendent	Carpenter, Operator, Super
Justin Bates	Ast Supr/Carpenter	4/1/2014	Ast Superintendent	Carpenter, Ast Super



Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION



William Cass, P.E.
Assistant Commissioner

Ms. Donna King
DL King & Associates, Inc.
27 Tanglewood Drive
Nashua, NH 03063

December 18, 2019

VIA-EMAIL

Dear Ms. King,

The Office of Federal Compliance has reviewed your annual affidavit as a Disadvantaged Business Enterprise (DBE/ACDBE) and is pleased to inform you that your firm continues to meet the ownership, control and eligibility requirements established by the U.S. Department of Transportation (USDOT) in Title 49, Part 26 of the Code of Federal Regulations and will continue to be certified as a DBE/ACDBE under the North American Industry Classification System (NAICS) code(s): **541620 and 238990**, and a business description of **general contracting, construction management; environmental consulting and remediation, soil abatement**.

As a DBE/ACDBE, your company will be included in the state's DBE/ACDBE Directory, which is incorporated in all Federal-aid construction contract proposals and available online at www.nh.gov/dot. This certification is not a guarantee of work, but enables your firm to compete for and perform contract work as a DBE/ACDBE on all USDOT Federal Aid projects in New Hampshire. This certification does not validate the capability or capacity of your firm to perform work in the area(s) for which you have been certified. You must submit the following information on the anniversary date of this letter annually to ensure continued program eligibility;

- A notarized NHDOT/DBE/ACDBE Annual Affidavit of No Change.
- A complete and signed copy of your firm's and your firm's affiliates most recently filed federal tax return;
- A copy of your firm's home state certification letter (for non-NH firms).

For your convenience, this office will send a notification of this obligation prior to the anniversary date. You are required by 49 CFR Part 26.83(i)(j) to report any change in circumstances affecting your ability to meet size, disadvantaged status, ownership, or control requirements of this part or any material change in the information provided in your application. This notice must be submitted in the form of a sworn affidavit, in writing, and within 30 days of the occurrence of the change. You must provide supporting documentation describing the nature of the change. Failure to do so will be deemed as a failure to cooperate. This Department reserves the right to monitor your company by conducting on-site visits to your office facility or job locations, and to request additional information, as necessary, to ensure compliance with the regulations of this program.

Thank you for your continued participation in the NH DBE/ACDBE Program. If you have any questions regarding your certification, or other aspects of this program, please contact me at (603) 271-6612 or Larisa.Djuvelek-Ruggiero@dot.nh.gov.

Sincerely,


Larisa Djuvelek-Ruggiero
External EEO Coordinator
Office of Federal Compliance



27 Tanglewood Dr.
Nashua, NH 03062
Office: 603-883-5880
Fax: 603-883-5061

B. Bid Sheets

- a) Bid Forms (See attachment to Cover Letter)
- b) Qualification Statement:

Established in 1983, DL King is a family owned and operated full service general contractor specializing in design-builds, renovations, historical restorations, and specialty construction. We are a certified woman owned small business under NAICS code 236220. With an office staff consisting of predominately Civil Engineers and Project Managers, all skilled in project planning and execution; we have successfully completed numerous projects, ranging from small scale renovations, to high profile restorations. Our client feedback has always been that we are responsive and easy to work with.

- c) Bid Returns: Federal Provisions, Certification Regarding Lobbying, Davis Bacon Wages attached with ADD #1 & ADD #2 Acknowledgements. (Attached)
- d) Bid Bond (Attached)
- e) References (3):
 - 1. **Captain David Bailey, Services Bureau Commander- Nashua Police Department**
Officer James Roche Drive Nashua NH 03060
Phone: 603-594-3540
Email: BaileyD@nashuapd.com
Job: Nashua Police Department Window Replacement
 - 2. **Carol Baldwin, M.Ed. Executive Director- Adult Learning Center**
4 Lake Street Nashua, NH 03060
Phone: 603-882-9080 x 2204
Email: cbaldwin@nashuaalc.org
Jobs: Multiple Nashua Adult Learning Center
 - 3. **Jay Hunnewell- Nashua City Hall Building Manager**
229 Main Street Nashua, NH 03060
Phone: 603-966-7674
Email: HunnewellJ@nashuanh.gov
Jobs: Renovations of Clerk's Office/City of Nashua, Aldermanic Chamber Renovations, CDC Relocation of DMV.
- f) DL King fully understands the scope of work as detailed in Cost Proposal and scheduled as attached. DL King performed similar work with renovations to Nashua City Clerk's Office and Elm Street entrance. As there are limited details of the roof mounted condenser, there



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Nashua, NH 03062
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are concerns on roof loading, and using existing piping and electric service. Also, the timeline for the City Clerks Renovation is extremely tight.

- g) Work Plan: DL King's approach is to expedite the submittals and shop drawing submittals for approval, as well as store front/glazing and MEP, to get material on order to support this fast track schedule. We are concerned that that schedule completion in the Assessor's Office is less than 2 months, and our timeline is 3 months. We are looking at possibly starting the store front early or other work arounds. As to project delivery, see itemization Schedule of Values, and Project Schedule (Attached). As we completed a similar renovation project on the Nashua City Clerk's office, we are confident that our experience will ensure a successful project delivery.
- h) Fee Structure and Rental Rates are itemized as (Attached). As in previous City Hall projects, we work closely with Jay Hunnewell, Building Manager. A key to maintaining this Fast Track Project is expediting the submittal process from timely submittal (DLK) and designer review. With COVID-19 Protocols it will require close coordination with City staff to ensure compliance. As manning possible exceeds CDC criteria DL King intends to place work area under negative air.
- i) DL King certifies that all cost as itemized are inclusive of work attributes per Plan as provided in RFP. DL King certifies this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this Request for Proposal. DL King confirms to the best of our knowledge there are no potential conflicts and DL King intention to confirm to no conflict provision of the RFP. DL King takes no exceptions to Contract Terms & Condition.
- j) Covid-19 Safety Protocols. See attached.

C. Additional Considerations

- a) As we have successfully completed a similar project for the City, we believe our track record on project delivery is most cost effective to the City.
- b) No Exceptions
- c) DL King certifies this proposal is made without collusion with any other person or entity submitting a proposal pursuant to this Request for Proposal.
- d) DL King confirms to the best of our knowledge there are no potential conflicts and DL King intention to confirm to no conflict provision of the RFP.

Bid Bond

CONTRACTOR:

(Name, legal status and address)

D.L. King & Associates, Inc.
27 Tanglewood Drive
Nashua, NH 03062

SURETY:

(Name, legal status and principal place of business)

Everest Reinsurance Company
461 5th Avenue
New York, NY 10017

OWNER:

(Name, legal status and address)

City of Nashua
229 Main Street
Nashua, NH 03061

BOND AMOUNT: 5% of bid amount

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number if any)

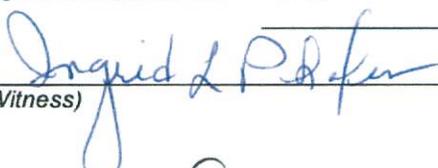
City Hall, 229 Main Street, NH Renovations: RFP0285-081820

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

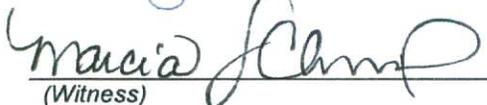
Signed and sealed this 31st day of August 2020



(Witness)



D.L. King & Associates, Inc.
(Principal) _____ (Seal)
President
(Title)



(Witness)

Everest Reinsurance Company
(Surety) _____ (Seal)


(Title) Stephen P. Gill, Attorney-in-Fact

Bid Bond Document A310™ -2010 Instructions

GENERAL INFORMATION

Purpose. AIA Document A310-2010 establishes the maximum penal amount that may be due the Owner if the Bidder fails to execute the contract and to provide the required performance and payment bonds, if any. It provides assurance that, if a bidder is offered a contract based on its tendered proposal but fails to enter into the contract, the Owner will be paid the difference in cost to award the contract to the next qualified bidder, so long as the difference does not exceed the maximum penal amount of the bond.

Related Documents. A310 is not incorporated by reference into other AIA documents. For further reference on bonding procedures, see AIA Document A701™-1997, Instructions to Bidders; and AIA Document G612™-2001, Owner's Instructions to Architect.

Use of Non-AIA Forms. AIA Document A310 may be used with any appropriate AIA or non-AIA document. CAUTION SHOULD BE EXERCISED BEFORE ITS USE TO VERIFY ITS COMPLIANCE WITH CURRENT LAWS AND REGULATIONS BY CONSULTING WITH AN ATTORNEY OR A BOND SPECIALIST.

USING A310-2010

Modifications. Particularly with respect to professional or contractor licensing laws, building codes, taxes, monetary and interest charges, arbitration, indemnification, format and font size, AIA Contract Documents may require modification to comply with state or local laws. Users are encouraged to consult an attorney before completing or modifying a document.

In a purchased paper AIA Contract Document, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the document, or by attaching Supplementary Conditions, special conditions or referenced amendments.

Modifications directly to purchased paper AIA Contract Documents may also be achieved by striking out language. However, care must be taken in making these kinds of deletions. Under NO circumstances should standard language be struck out to render it illegible. For example, users should not apply blocking tape, correction fluid or Xs that would completely obscure text. Such practices may raise suspicion of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Both parties should initial handwritten changes.

Using AIA software, modifications to insert information and revise the standard AIA text may be made as the software permits.

By reviewing properly made modifications to a standard AIA Contract Document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny.

AIA Contract Documents may not be retyped or electronically scanned. Retyping can introduce typographic errors and cloud legal interpretation given to a standard clause. Furthermore, retyping and electronic scanning are not permitted under the user's limited license for use of the document, constitute the creation of a derivative work and violate the AIA's copyright.

Identification of the Parties. The Contractor, the Surety, and the Owner should be identified using their respective full names and addresses or legal titles under which the bond is to be executed. The state in which the Surety is incorporated also should be identified in the space provided.

Bond Amount. The dollar amount of the bond should be provided in both written and numerical form.

Project Description. The proposed project should be described in sufficient detail to identify (1) the official name or title of the facility; (2) the location of the site; (3) the proposed building type, size, scope or usage; and (4) the project number required by the owner, if any. A project number may be required by certain public owners to adequately identify the project to which the bond pertains.

Execution of the Bond. The bond must be signed by both the Contractor and the Surety. The parties executing (signing) the bond should print their title and impress their corporate seal, if any. Where appropriate, attach a copy of the resolution or bylaw authorizing the individual to act on behalf of the firm or entity. As to the Surety, this usually takes the form of a power of attorney issued by the Surety company to the bond producer (agent) who signs on its behalf.

EVEREST

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY
DELAWARE

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at 477 Martinsville Road, Liberty Corner, New Jersey 07938, do hereby nominate, constitute, and appoint:

Michael J. Regan, Vincent Thorne, Stephen P. Gill, Lawrence R. Hall, Robert Sennott

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on the 28th day of July 2016:

RESOLVED, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the President, any Executive Vice President, and any Senior Vice President and Anthony Romano are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 28th day of July 2016.



Everest Reinsurance Company

Nicole Chase

Attest: Nicole Chase, Assistant Secretary

Anthony Romano

By: Anthony Romano, Vice President

On this 28th day of July 2016, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2023

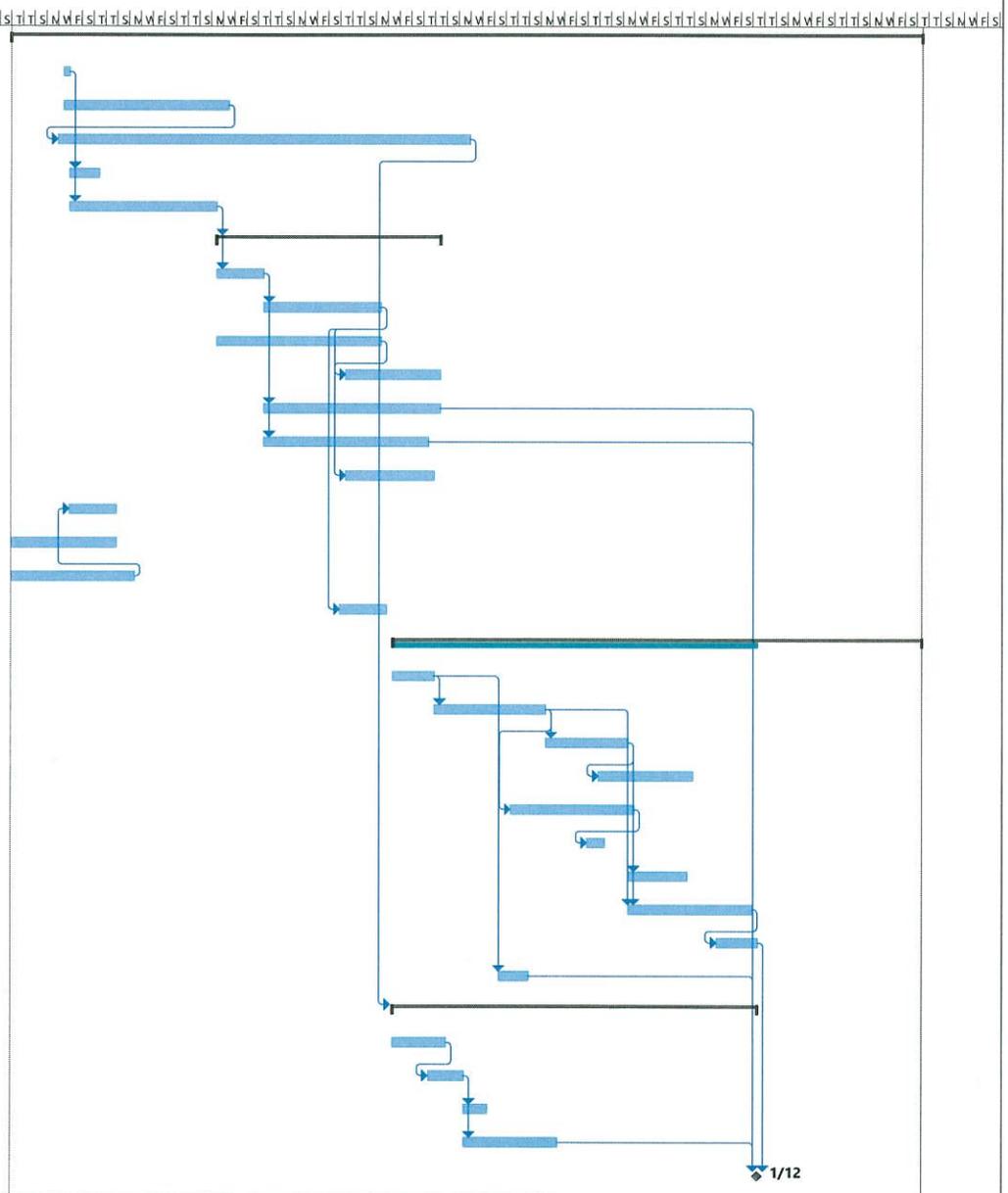
Linda Robins

Linda Robins, Notary Public

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the Liberty Corner, this 31 day of AUGUST 2020.



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		Nashua City Hall Renovations	111 days?	Tue 9/8/20	Tue 2/9/21	
2		NTP	1 day?	Thu 9/17/20	Thu 9/17/20	
3		Submittals & Shop DWGS	20 days	Thu 9/17/20	Wed 10/14/20	
4		Order Materials & Equipment	50 days	Wed 9/16/20	Tue 11/24/20	3FS-21 days
5		MOB	3 days	Fri 9/18/20	Tue 9/22/20	2
6		Abatement	17 days	Fri 9/18/20	Mon 10/12/20	2
7		Motor Vehicle & Tax Assessing	28 days	Tue 10/13/20	Thu 11/19/20	6
8		DEMO	6 days	Tue 10/13/20	Tue 10/20/20	6
9		Drywall Installation	14 days	Wed 10/21/20	Mon 11/9/20	8
10		Casework	20 days	Tue 10/13/20	Mon 11/9/20	
11		Glass & Glazing	12 days	Wed 11/4/20	Thu 11/19/20	10FS-4 days
12		Mechanical	22 days	Wed 10/21/20	Thu 11/19/20	8
13		Electrical	20 days	Wed 10/21/20	Tue 11/17/20	8
14		Doors	11 days	Wed 11/4/20	Wed 11/18/20	9FS-4 days
15		Fire Protection	6 days	Fri 9/18/20	Fri 9/25/20	17FS-7 days
16		Flooring	14 days	Tue 9/8/20	Fri 9/25/20	
17		Finishes	15 days	Tue 9/8/20	Mon 9/28/20	
18		Doors	6 days	Tue 11/3/20	Tue 11/10/20	9FS-5 days
19		City Clerks Office	64 days	Thu 11/12/20	Tue 2/9/21	
20		Selective DEMO	5 days	Thu 11/12/20	Wed 11/18/20	
21		Drywall	13 days	Thu 11/19/20	Mon 12/7/20	20
22		Casework	10 days	Tue 12/8/20	Mon 12/21/20	21
23		Glass & Glazing	12 days	Thu 12/17/20	Fri 1/1/21	22FS-3 days
24		Mechanical	15 days	Wed 12/2/20	Tue 12/22/20	21FS-4 days
25		Fire Protection	3 days	Tue 12/15/20	Thu 12/17/20	24FS-6 days
26		Flooring	8 days	Tue 12/22/20	Thu 12/31/20	22
27		Finishes	15 days	Tue 12/22/20	Mon 1/11/21	21,22
28		Doors	5 days	Wed 1/6/21	Tue 1/12/21	27FS-4 days
29		Site Work	5 days	Mon 11/30/20	Fri 12/4/20	20FS+7 days
30		New Entrance	44 days	Thu 11/12/20	Tue 1/12/21	4FS-12 days
31		Selective Deomolition	7 days	Thu 11/12/20	Fri 11/20/20	
32		Shoring Entrance	4 days	Wed 11/18/20	Mon 11/23/20	31FS-3 days
33		Masonry Work	4 days	Tue 11/24/20	Fri 11/27/20	32
34		Intall Doors & Controls	12 days	Tue 11/24/20	Wed 12/9/20	32
35		Project Closeout	0 days	Tue 1/12/21	Tue 1/12/21	12,13,28,29,34



Project: City Hall Project Sch
Date: Fri 8/28/20

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

D L KING & ASSOCIATES, INC

Nashua City Hall Renovations

RFP0285-072220

DAVIS BACON WAGES

NON DAVIS BACON WAGES

8/31/2020

Part A - Assessing

Item #	Div #	Description	UM	QTY	UP	Subcontract	Material	DLK Labor	Subtotal Cost	Division Cost	Subtotal Cost	Division Cost
1	1	General Conditions	LS	1					\$ 26,987.50		\$ 26,987.50	
2	2	Selective Demolition							\$ 4,300.00	\$ 4,300.00	\$ 3,800.00	\$ 3,800.00
3		Demolition	LS	1		\$ 4,300.00			\$ 4,300.00		\$ 3,800.00	\$ 3,800.00
4		Saw Cutting and Coring	LS	1					\$ -		\$ -	\$ -
5		Electrical and MEP Demo	LS	1					\$ -		\$ -	\$ -
6		Remove Wallcoverings	LS	1					\$ -		\$ -	\$ -
7	3	Concrete							\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00
8		Sawcut and Replace Concrete Trench for Floorbox	CY	1		\$ 500.00		\$ 3,000.00	\$ 3,500.00		\$ 3,500.00	\$ -
9	6	Wood							\$ -	\$ -	\$ -	\$ -
10		Blocking	LS	1					\$ -		\$ -	\$ -
11	8	Openings							\$ 32,509.00	\$ 32,509.00	\$ 32,203.00	\$ 32,203.00
12		Doors, Frames and Hardware	LS	1		\$ 3,511.67	\$ 333.33		\$ 3,845.00		\$ 3,845.00	\$ -
13		Glazing	LS	1		\$ 26,669.00			\$ 26,669.00		\$ 26,363.00	\$ -
14		Storefront Framing	LS	1					\$ -		\$ -	\$ -
15		Security Glazing	LS	1		\$ 1,995.00			\$ 1,995.00		\$ 1,995.00	\$ -
16	9	Finishes							\$ 32,265.67	\$ 32,265.67	\$ 30,933.00	\$ 30,933.00
17		Flooring	LS	1		\$ 6,622.33			\$ 6,622.33		\$ 6,093.33	\$ -
18		Floor Prep?	LS	1		\$ 666.67			\$ 666.67		\$ 666.67	\$ -
19		Wall Base	LS	1					\$ -		\$ -	\$ -
20		Painting	LS	1		\$ 4,780.00			\$ 4,780.00		\$ 4,780.00	\$ -
21		Drywall w BP panels and metal studs	LS	1		\$ 12,250.00			\$ 12,250.00		\$ 11,813.00	\$ -
22		ACT - Armstrong Ultima 2x2	LS	1		\$ 7,946.67			\$ 7,946.67		\$ 7,580.00	\$ -
23		Pathcing Wall Cuts	LS	1					\$ -		\$ -	\$ -
24	10	Specialties							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
25		Interior Signage - A002 for doors	EA	5	\$ 50.00		\$ 250.00	\$ 250.00	\$ 500.00		\$ 500.00	\$ 500.00
26	12	Finishings							\$ 8,635.00	\$ 8,635.00	\$ 8,635.00	\$ 8,635.00
27		Roller Shades -(3)	EA	3	\$ 240.00		\$ 720.00	\$ 200.00	\$ 920.00		\$ 920.00	\$ 920.00
28		Millwork - Casework, Countertops	LS	1		\$ 7,715.00			\$ 7,715.00		\$ 7,715.00	\$ -
29	21	Fire Protection							\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67
30		Reconfigure Fire Sprinklers	LS	1		\$ 666.67			\$ 666.67		\$ 666.67	\$ -
31		Allowance 1: Hazardous Materials	LS	1					\$ 12,500.00		\$ 12,500.00	\$ -
		Subtotal						\$ 3,450.00	\$ 121,863.83		\$ 119,725.17	\$ 119,725.17
		OH&P		8.50%					\$ 10,358.43		\$ 10,176.64	\$ 10,176.64
		Total							\$ 132,222.26		\$ 129,901.81	\$ 129,901.81

Part B - Motor Vehicle and Tax

Item #	Div #	Description	UM	QTY	UP	Subcontract	Material	DLK Labor	Subtotal Cost	Division Cost	Subtotal Cost	Division Cost
1	1	General Conditions	LS	1					\$ 26,987.50		\$ 26,987.50	
2	2	Selective Demolition							\$ 14,000.00	\$ 14,000.00	\$ 12,350.00	\$ 12,350.00
3		Demolition	LS	1		\$ 14,000.00			\$ 14,000.00		\$ 12,350.00	\$ 12,350.00
4		Saw Cutting and Coring	LS	1					\$ -		\$ -	\$ -
5		Electrical and MEP Demo	LS	1					\$ -		\$ -	\$ -
6		Remove Old Rooftop Compressor	LS	1					\$ -		\$ -	\$ -
7	5	Metal							\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
8		Provide and install Steel Angles	LS	1		\$ 2,000.00			\$ 2,000.00		\$ 2,000.00	\$ -
9	6	Wood							\$ -	\$ -	\$ -	\$ -
10		Blocking	LS	1					\$ -		\$ -	\$ -
11	7	Thermal & Moisture Protection							\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00
12		Roof Patching?	LS	1		\$ 500.00			\$ 500.00		\$ 500.00	\$ -
13		Wall Insulation	LS	1					\$ -		\$ -	\$ -
14	8	Openings							\$ 83,550.00	\$ 83,550.00	\$ 82,657.00	\$ 82,657.00
15		Doors, Frames and Hardware	LS	1		\$ 3,511.67	\$ 333.33		\$ 3,845.00		\$ 3,845.00	\$ -
16		Glazing	LS	1		\$ 77,705.00			\$ 77,705.00		\$ 76,812.00	\$ -
17		Storefront Framing	LS	1					\$ -		\$ -	\$ -
18		Drop Box	LS	1		\$ 1,500.00	\$ 500.00		\$ 2,000.00		\$ 2,000.00	\$ -
19	9	Finishes							\$ 42,248.67	\$ 42,248.67	\$ 40,661.00	\$ 40,661.00
20		Flooring	LS	1		\$ 6,622.33			\$ 6,622.33		\$ 6,093.33	\$ -
21		Floor Prep?	LS	1		\$ 666.67			\$ 666.67		\$ 666.67	\$ -
22		Wall Base	LS	1					\$ -		\$ -	\$ -
23		Painting	LS	1		\$ 6,460.00			\$ 6,460.00		\$ 6,460.00	\$ -
24		Drywall w BP panels and metal studs	LS	1		\$ 20,553.00			\$ 20,553.00		\$ 19,861.00	\$ -
25		ACT - Armstrong Ultima 2x2	LS	1		\$ 7,946.67			\$ 7,946.67		\$ 7,580.00	\$ -
26		Pathcing Wall Cuts	LS	1					\$ -		\$ -	\$ -
27	10	Specialties							\$ 1,950.00	\$ 1,950.00	\$ 1,950.00	\$ 1,950.00
28		Wall Hung Sanitizers	EA	4	\$ 150.00		\$ 600.00	\$ 500.00	\$ 1,100.00		\$ 1,100.00	\$ 1,100.00
29		Interior Signage - A002 for doors	EA	7	\$ 50.00		\$ 350.00	\$ 500.00	\$ 850.00		\$ 850.00	\$ 850.00
30	12	Finishings							\$ 44,293.00	\$ 44,293.00	\$ 44,293.00	\$ 44,293.00
31		Roller Shades -(23) 4.5' x 7'	EA	23	\$ 240.00		\$ 5,520.00	\$ 1,000.00	\$ 6,520.00		\$ 6,520.00	\$ 6,520.00
32		Millwork - Casework, Countertops	LS	1		\$ 37,773.00			\$ 37,773.00		\$ 37,773.00	\$ -
33	21	Fire Protection							\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67
34		Reconfigure Fire Sprinklers	LS	1		\$ 666.67			\$ 666.67		\$ 666.67	\$ -
35		Allowance 1: Hazardous Materials	LS	1					\$ 12,500.00		\$ 12,500.00	\$ -
		Subtotal						\$ 2,500.00	\$ 228,695.83		\$ 224,565.17	\$ 224,565.17
		OH&P		8.50%					\$ 19,439.15		\$ 19,088.04	\$ 19,088.04
		Total							\$ 248,134.98		\$ 243,653.21	\$ 243,653.21

Part C - City Clerk

Item #	Div #	Description	UM	QTY	UP	Subcontract	Material	DLK Labor	Subtotal Cost	Division Cost	Subtotal Cost	Division Cost
1	1	General Conditions	LS	1					\$ 26,987.50		\$ 26,987.50	
2	2	Selective Demolition							\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00
3		Demolition	LS	1		\$ 6,000.00			\$ 6,000.00		\$ 5,500.00	\$ 5,500.00
4		Saw Cutting and Coring	LS	1					\$ -		\$ -	\$ -
5		Electrical and MEP Demo	LS	1					\$ -		\$ -	\$ -
6	3	Concrete and Site Work							\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
7		New Concrete Pad at Clerk's Entry - 5' x 6'	CY	1		\$ 1,500.00			\$ 1,500.00		\$ 1,500.00	\$ -
8		Adjust Pavers and Site Work	LS	1				\$ 3,500.00	\$ 3,500.00		\$ 3,500.00	\$ -
9	6	Wood							\$ -	\$ -	\$ -	\$ -
10		Blocking	LS	1					\$ -		\$ -	\$ -
11	8	Openings							\$ 33,761.00	\$ 33,761.00	\$ 33,485.00	\$ 33,485.00
12		Doors, Frames and Hardware	LS	1		\$ 3,511.67	\$ 333.33		\$ 3,845.00		\$ 3,845.00	\$ -
13		Touchless Door Opener	LS	1		\$ 6,000.00			\$ 6,000.00		\$ 6,000.00	\$ -
14		Glazing	LS	1		\$ 23,916.00			\$ 23,916.00		\$ 23,640.00	\$ -
15		Storefront Framing	LS	1					\$ -		\$ -	\$ -
16	9	Finishes							\$ 40,205.67	\$ 40,205.67	\$ 38,897.00	\$ 38,897.00

17	Flooring	LS	1		\$ 6,622.33			\$ 6,622.33		\$ 6,093.33	
18	Floor Prep?	LS	1		\$ 666.67			\$ 666.67		\$ 666.67	
19	Wall Base	LS	1					\$ -		\$ -	
20	Painting	LS	1		\$ 4,695.00			\$ 4,695.00		\$ 4,695.00	
21	Drywall w BP panels and metal studs	LS	1		\$ 20,275.00			\$ 20,275.00		\$ 19,862.00	
22	ACT - Armstrong Ultima 2x2	LS	1		\$ 7,946.67			\$ 7,946.67		\$ 7,580.00	
23	Pathing Wall Cuts	LS	1					\$ -		\$ -	
24	10 Specialties							\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
25	Wall Hung Sanitizers	EA	2	\$ 150.00		\$ 300.00	\$ 500.00	\$ 800.00		\$ 800.00	
26	Interior Signage - A002 for doors	EA	4	\$ 50.00		\$ 200.00	\$ 500.00	\$ 700.00		\$ 700.00	
27	12 Finishings							\$ 19,523.00	\$ 19,523.00	\$ 19,523.00	\$ 19,523.00
28	Roller Shades -(5) 4.5' x 7'	EA	5	\$ 240.00		\$ 1,200.00	\$ 200.00	\$ 1,400.00		\$ 1,400.00	
29	Millwork - Casework, Countertops	LS	1		\$ 18,123.00			\$ 18,123.00		\$ 18,123.00	
30	21 Fire Protection							\$ 666.67	\$ 666.67	\$ 666.67	\$ 666.67
31	Reconfigure Fire Sprinklers	LS	1		\$ 666.67			\$ 666.67		\$ 666.67	
	Subtotal						\$ 4,700.00	\$ 133,643.83		\$ 131,559.17	
	OH&P		8.50%					\$ 11,359.73		\$ 11,182.53	
	Total							\$ 145,003.56		\$ 142,741.70	

Part D - Doorway to Lobby

Item #	Div #	Description	UM	QTY	UP	Subcontract	Material	DLK Labor	Subtotal Cost	Division Cost	Subtotal Cost	Division Cost
1	1	General Conditions	LS	1					\$ 2,000.00		\$ 2,000.00	\$ 2,000.00
2	2	Demo	LS	1		\$ 6,000.00			\$ 6,000.00	\$ 6,000.00	\$ 5,500.00	\$ 5,500.00
3	4	Masonry							\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
4		Salvage and Reinstall Marble in Extended Opening	LS	1		\$ -	\$ 500.00	\$ 1,000.00	\$ 1,500.00		\$ 1,500.00	
5	5	Metal							\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00
6		Provide and install Steel Angles	LS	1		\$ 4,000.00			\$ 4,000.00		\$ 4,000.00	
7	9	Finishes							\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
8		Repair Drywall and Repaint	LS	1		\$ 3,000.00			\$ 3,000.00		\$ 3,000.00	
		Subtotal					\$ 1,000.00		\$ 16,500.00		\$ 16,000.00	\$ 16,000.00
		OH&P		8.50%					\$ 1,402.50		\$ 1,360.00	\$ 1,360.00
		Total							\$ 17,902.50		\$ 17,360.00	\$ 17,360.00

Part E - Mechanical, Electrical and Lighting

Item #	Div #	Description	UM	QTY	UP	Subcontract	Material	DLK Labor	Subtotal Cost	Division Cost	Subtotal Cost	Division Cost
1	1	General Conditions	LS	1					\$ 26,987.50		\$ 26,987.50	\$ 26,987.50
1	22	Plumbing							\$ 7,200.00	\$ 7,200.00	\$ 7,200.00	\$ 7,200.00
2		Plumb Sinks	EA	2		\$ 7,200.00			\$ 7,200.00		\$ 7,200.00	
3	23	Mechanical							\$ 126,900.00	\$ 126,900.00	\$ 126,900.00	\$ 126,900.00
4		Install VRF System	LS	1		\$ 105,900.00			\$ 105,900.00		\$ 105,900.00	
5		Controls	LS	1		\$ 21,000.00			\$ 21,000.00		\$ 21,000.00	
6		Crane to remove and replace Existing Rooftop Condensor	Day	1					\$ -		\$ -	
7	26	Electrical							\$ 180,000.00	\$ 180,000.00	\$ 168,000.00	\$ 168,000.00
8		Electrical	LS	1		\$ 160,000.00			\$ 160,000.00		\$ 148,000.00	
9		Fire Alarm Work	LS	1					\$ -		\$ -	
10		Access Control Work - Johnson Controls	LS	1		\$ 20,000.00			\$ 20,000.00		\$ 20,000.00	
		Subtotal					\$ -		\$ 341,087.50		\$ 329,087.50	\$ 329,087.50
		OH&P		8.50%					\$ 28,992.44		\$ 27,972.44	\$ 27,972.44
		Total							\$ 370,079.94		\$ 357,059.94	\$ 357,059.94

MU: 8.50% Total Project \$ 913,343.24 Total Project \$ 890,716.66

End August - ~ December ~ 4 Months

General Conditions	U/M	QTY	U/P	Cost
PM Part Time Engineer	Month	4	\$ 1,500.00	\$ 6,000.00
Submittals	ls	1	\$ 2,000.00	\$ 1,500.00
SR PM Weekly Meetings	EA	15	\$ 250.00	\$ 3,750.00
Site Super	Month	8	\$ 7,500.00	\$ 60,000.00
Laborers: (cleanup), Safety	week	8	\$ 2,400.00	\$ 19,200.00
Job Truck, Fuel & Tolls 2 EA	Month	4	\$ 500.00	\$ 2,000.00
PM Tolls & Travel	Month	4	\$ 75.00	\$ 300.00
Bond & Insurance	EA	1	\$ 12,500.00	\$ 12,500.00
Bldrs Risk OCP	EA	1	\$ -	\$ -
Building Permit	EA	1	\$ -	\$ -
Temp Fencing	Month	1	\$ 500.00	\$ -
Temporary Toilets	Month	4	\$ 150.00	\$ 600.00
Utility Hookup; Del & Remove	Month	1	\$ -	\$ -
Temporary Electric Hookups	LS	1	\$ -	\$ -
Trailer Rental Deliv & Remv	Month	4	\$ -	\$ -
Connex Box	Month	4	\$ 150.00	\$ 600.00
Surveying	EA	1	\$ -	\$ -
Dumpster	EA	2	\$ 750.00	\$ 1,500.00
Small Tools, Exp & Safety Itms	EA	1	\$ 500.00	\$ 500.00
Clean Air Cert NO	EA	1	\$ -	\$ -
As-Builts & Closeout FFI	EA	1	\$ 1,000.00	\$ 1,000.00
Material Testing Soil, Concrete & Bldg	EA	1	\$ -	\$ -
Site Restoration	EA	1	\$ 500.00	\$ 500.00
Subtotal GC				\$ 109,950.00

DL KING & ASSOCIATES, INC LABOR RATE SCHEDULE 2020

Davis-Bacon BLDG				Non Davis -Bacon			
ITEM	RATE			ITEM	RATE		
	Hourly	Daily Rate	Weekly		Hourly	Daily Rate	Weekly
Principal PE	\$ 125.00			Principal PE	\$ 125.00		
Project Manager	\$ 95.00	\$ 646.00	\$ 3,000.00	Project Manager	\$ 95.00	\$ 646.00	\$ 3,000.00
Superintendent	\$ 85.00	\$ 578.00	\$ 2,800.00	Superintendent	\$ 85.00	\$ 578.00	\$ 2,800.00
Civil Engineer	\$ 90.00	\$ 612.00	\$ 2,800.00	Civil Engineer	\$ 90.00	\$ 612.00	\$ 2,800.00
Foreman	\$ 75.00	\$ 510.00	\$ 2,500.00	Foreman	\$ 75.00	\$ 510.00	\$ 2,500.00
Carpenter	\$ 65.00	\$ 442.00	\$ 2,300.00	Carpenter	\$ 60.00	\$ 408.00	\$ 1,836.00
Laborer	\$ 48.00	\$ 326.40	\$ 1,500.00	Laborer	\$ 45.00	\$ 306.00	\$ 1,377.00
Operator	\$ 50.00	\$ 340.00	\$ 1,700.00	Operator	\$ 46.00	\$ 312.80	\$ 1,407.60
Drywall Installer	\$ 56.00	\$ 380.80	\$ 1,800.00	Drywall Installer	\$ 50.00	\$ 340.00	\$ 1,530.00
Painter	\$ 45.00	\$ 306.00	\$ 1,450.00	Painter	\$ 40.00	\$ 272.00	\$ 1,224.00
Equipment				Equipment Same			
	Daily						
Tool Truck Inc Fuel	\$ 165.00		\$ 825.00				
Pickup Inc Fuel	\$ 85.00		\$ 425.00				
Skid Steer	\$45/HR						
Backhoe	\$65/HR						
Lull	\$60/HR						
JLG	\$45/HR						
Platform Lift	\$35/HR						
Electric Lift	\$30/HR						
Materials cost + 10%							
For Overnight Stay if Required							
Per Diem	\$ 35.00						
Lodging @ Cost							
Mileage @ .75/M							



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Nashua, NH 03062
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Infectious Disease Preparedness and Response Plan for Jobsites

The following are guidelines for DL King employees in regard to COVID-19 virus protection.

D.L. King shall incorporate COVID-19 transmission and prevention into all job hazard analyses (JHAs) and pre-task safety planning for all aspects of the work.

Employees shall take steps to protect themselves as per the recommendations in this document.

COVID-19 is spread through:

- Close personal contact, such as touching or shaking hands, followed by touching the mouth, nose or eyes
- Airborne respiratory droplets expelled during regular talking and breathing as well as coughing and sneezing
- Touching a contaminated surface or object, then touching the mouth, nose or eyes

Because of these transmission methods, being in proximity (within but not limited to six feet) to an infected person can result in transmission. Enclosed spaces (e.g. trailers), confined spaces and any space with recycled air presents additional exposure risk and should be avoided as much as possible.

Avoid close contact with people who are sick. If you are sick or have close contact with someone who has COVID-19, notify your supervisor, stay home and call your healthcare provider.

Symptoms of COVID-19 are like the seasonal flu and may include mild to moderate respiratory illness, fever, cough and shortness of breath. Workers should stay home if they:

- Are experiencing symptoms of COVID-19
- Have known exposure to a person with a confirmed case of COVID-19
- Suspect they may be infected but don't yet have symptoms (these workers should self-quarantine and seek testing)

Workers should follow a two-week quarantine after the onset of COVID-19 symptoms to prevent transmission of the virus to others. To limit the spread of the virus and its impact on daily operations, D.L. King has made telework an available option for office staff.

Wash your hands frequently with soap and water for at least 20 seconds. Use hand sanitizer with at least 60 percent alcohol when soap and water aren't available. Always follow good handwashing practices:

- Upon arriving at the jobsite and before going home at the end of the day
- Before and after eating
- After using the toilet
- After touching garbage or other waste materials

Cover your mouth and nose when you cough and sneeze into a tissue if possible or your upper sleeve or



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elbow, not your hands, when tissues aren't available. Dispose of tissues in the trash after use.

Avoid touching your eyes, nose or mouth as much as possible.

Practice social distancing by limiting person-to-person contact within six feet, especially in large groups or in enclosed spaces.

Don't shake hands when greeting others.

Work in occupied areas should be limited to only those tasks that are strictly necessary.

Limit meetings to less than 10 people.

Employees will perform self-wellness checks daily. A thermometer is available for temperature check.

PPE:

- Consideration should be given to the use of gloves to prevent transfer of the virus.
- Eye protection should be worn all times when there is risk of virus transmission into eyes.
- Utilize face masks in situations of close social interaction.

Disinfect frequently touched surfaces within the workplace.

Restrict the number of visitors to the job site, including the trailer or office. All visitors should be screened. If the visitor can answer "yes" to any of the following questions (without identifying which question applies), the visitor will not be permitted to access the facility.

- Have you been asked to self-quarantine since December 2019?
- Have you been in close contact with any person(s) who has been asked to self-quarantine since December 2019?
- Have you experienced a recent onset of any illness-related symptoms, such as fever, cough, or shortness of breath?
- Have you traveled outside of North America in the past 14 days?
- Have you been in close contact with any person(s) who have traveled outside of North America in the last 14 days?
- Have you been in close contact with any person(s) who has been diagnosed with COVID-19?

Any questions should be directed to your supervisor.

Rev. 2020-08-13 PRR

Nashua City Hall Remodel

229 Main St ■ Nashua ■ NH ■

City Hall, Nashua, N. H.



LOCUS MAP



DRAWING LIST

BID SET 2 8/17/20

ARCHITECTURAL

A0 Cover

- COVER
- A001 GENERAL PROJECT NOTES
- A002 GENERAL NOTES AND DETAILS

Assessing Building Plans

- A101A Assessing Floor Plan
- A101B Assessing Demo, RCP and Detail Plan
- A101C Assessing Schedules and Details

Motor Vehicle - Tax Building Plans

- A102A Motor Vehicle & Tax Office Plan
- A102B Motor Vehicle & Tax Office Demo & RCP P...
- A102C Motor Vehicle & Tax Schedules and Details

City Clerk Building Plans

- A103A City Clerk Plan
- A103B City Clerk Demo & RCP Plans
- A103C City Clerk Schedules and Details

ROTUNDA OPENING

- A104 ROTUNDA DOORWAY

MECHANICAL

- M1 DMV, TAX HVAC PLANS
- M2 ASSESSING DUCT MODIFICATION
- M3 CITY CLERK DUCT MODIFICATION

ELECTRICAL

- E101 ELECTRICAL NOTES AND LEGEND
- E102 SPECIFICATIONS & SCHEDULES
- E103 EQUIPMENT SCHEDULES & NOTES
- E201 ASSESSING LIGHTING PLAN
- E202 MOTOR VEHICLE LIGHTING PLAN
- E203 CITY CLERK PLAN
- E301 ASSESSING POWER PLAN
- E302 ASSESSING MECHANICAL POWER PLAN
- E303 MV, TAX POWER PLAN
- E304 MV, TAX MECHANICAL POWER PLAN
- E305 CITY CLERK POWER PLAN
- E306 CITY CLERK MECHANICAL POWER PLAN
- E401 DETAIL PLAN
- E501 ONE-LINE POWER RISER DIAGRAM
- FAIP101 FIRE ALARM IMPAIRMENT PLAN
- FAIP102 FIRE ALARM IMPAIRMENT PLAN
- FAIP103 FIRE ALARM IMPAIRMENT PLAN
- FA201 FIRE ALARM ASSESSING
- FA201 FIRE ALARM MV& TAX
- FA201 FIRE ALARM CITY CLERK
- FA301 FIRE ALARM RISER DIAGRAM

ARCHITECT

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PLUMBING

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(603) 801-6000

STRUCTURAL

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(603) 847-0700

ELECTRICAL

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Derry, NH 03038
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OWNER

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Nashua City Hall Remodel
224 Main St
Nashua NH

proj no: 2020-049

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GENERAL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED FOR AND PROBABLY INCIDENTAL TO THE CONSTRUCTION OF THE PROJECT.
2. THE CONTRACTOR SHALL REVIEW AND COORDINATE THE SCHEDULING OF ALL CONSTRUCTION PHASING WITH THE OWNER.
3. ALL WORK SHALL CONFORM TO ALL LOCAL BUILDING CODES AND ORDINANCES, AND ALL OTHER AGENCIES HAVING JURISDICTION. THE RULES AND REGULATIONS OF OSHA SHALL BE ADHERED TO FOR THIS PROJECT.
4. THE CONTRACTOR SHALL OBTAIN AND PAY ALL FEES FOR BUILDING DEPARTMENT APPROVALS AND PERMITS, CONTROLLED INSPECTIONS, OTHER AGENCY APPROVALS AND PERMITS WHERE REQUIRED, AND FINAL INSPECTION SIGN-OFFS FOR PROJECT COMPLETION. COPIES OF ALL INSPECTION REPORTS TO BE FORWARDED TO THE OWNER AND ARCHITECT.
5. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING HIS BEST SKILL AND ATTENTION. HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES, AND FOR THE COORDINATION OF ALL PORTIONS OF WORK.
6. THE CONTRACTOR SHALL DO ALL CUTTING, FITTING AND PATCHING THAT MAY BE REQUIRED TO MAKE THE VARIOUS PARTS OF THE WORK READY TO RECEIVE OR BE RECEIVED BY THE WORK OF OTHERS OR OUTSIDE VENDORS AS SHOWN UPON REASONABLY IMPLIED BY THE DRAWINGS.
7. THE CONTRACTOR SHALL MAKE ALL ARRANGEMENTS, MAINTAIN AND PAY ALL COSTS FOR TEMPORARY WATER AND PLUMBING, POWER AND LIGHTING AND HEATING OR VENTILATION AS HE MAY REQUIRE TO PROPERLY CONDUCT THE WORK OF THE CONTRACT. ALL HOISTING CHARGES, IF ANY, SHALL BE INCLUDED IN HIS BID.
8. THE CONTRACTOR SHALL THOROUGHLY VERIFY ALL DIMENSIONS PRIOR TO THE BID SUBMISSION, TO THE EXTENT PRACTICABLE. HE SHALL ALSO VERIFY FIELD CONDITIONS AT THE SITE. ANY AND ALL DISCREPANCIES SHALL BE REPORTED TO THE OWNER PRIOR TO HIS BID SUBMISSION. OTHERWISE THE CONTRACTOR SHALL BEAR ALL COSTS TO COMPLETE THE WORK AS INTENDED ON THE CONTRACT DOCUMENTS.
9. NOT USED
10. THE CONTRACTOR SHALL PATCH TO MATCH OR AS OTHERWISE DIRECTED. ALL AREAS WHICH ARE AFFECTED BY THE DEMOLITION AND/OR NEW CONSTRUCTION.
11. THE CONTRACTOR SHALL BE RESPONSIBLE, AT HIS OWN COSTS, FOR WAREHOUSING OF ALL MATERIALS TO BE INSTALLED UNDER THIS CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECEIVING, PROTECTING OWNER FURNISHED ITEMS.
12. THE CONTRACTOR SHALL PROTECT THE BUILDING PREMISES AND ALL OCCUPANTS ON THE PROJECT SITE. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ALL NECESSARY COVERINGS, BOARDS, TEMPORARY PARTITIONS AND DOORS AS REQUIRED TO PROTECT THE EXISTING WORK AND FINISHES TO REMAIN AT THE JOB SITE AND ALL AREAS OF THE BUILDING AFFECTED BY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DAMAGES CAUSED BY IMPROPER PROTECTION AND SHALL MAKE ALL NECESSARY REPLACEMENTS OR REPAIRS WITHOUT ANY ADDITIONAL CHARGE TO THE OWNER OR THE PARTY AFFECTED. THE CONTRACTOR SHALL TAKE CARE TO NOT OVERLOAD THE EXISTING FLOOR SLABS BEYOND THERE DESIGN CAPACITY WITH MATERIALS.
13. THE CONTRACTOR SHALL NOT PROCEED WITH ANY WORK WHICH HE EXPECTS ADDITIONAL COMPENSATION BEYOND THE CONTRACT AMOUNT WITHOUT WRITTEN AUTHORIZATION FROM THE OWNER AND/OR ARCHITECT. FAILURE TO OBTAIN SUCH AUTHORIZATION SHALL INVALIDATE ANY CLAIM FOR EXTRA COMPENSATION.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL APPLICABLE MANUFACTURERS PRODUCTS GUARANTEES AND/OR WARRANTIES, AND SHALL SUBMIT COPIES OF EACH TO THE ARCHITECT PRIOR TO PURCHASE OF MATERIALS AND INSTALLATION.
15. THE CONTRACTOR SHALL MAINTAIN CONSTRUCTION PREMISES IN A NEAT AND ORDERLY CONDITION AND SHALL REMOVE TRASH AND DEBRIS AT THE END OF EACH WORKING DAY.
16. THE CONTRACTOR SHALL NOTIFY THE ARCHITECT, IN WRITING, AND RECEIVE APPROVAL BEFORE ORDERING OR INSTALLING ITEMS OR MATERIALS WHICH ARE PROPOSED EQUALS. PROPOSED SUBSTITUTIONS SHALL BE SUBMITTED WITH BID PROPOSAL, WITH ADD OR DEDUCT PRICING FROM THE ITEMS OR SYSTEM SPECIFIED IN THE CONTRACT DOCUMENTS.

17. JUST PRIOR TO THE OWNER'S OCCUPANCY, THE CONTRACTOR SHALL CLEAN ALL SURFACES OF DUST, DEBRIS, LOOSE CONSTRUCTION MATERIAL AND EQUIPMENT AND LEAVE ALL FLOORS VACUUMED CLEAN. REMAINING CONSTRUCTION MATERIAL AND EQUIPMENT, IF ANY, SHALL BE MOVED AND TEMPORARILY SECURED IN AN AREA DIRECTED BY THE OWNER.
18. WINDOWS AND PLUMBING FIXTURES SHALL BE WASHED JUST PRIOR TO OWNER OCCUPANCY.
19. ALL NEW WORK AND CONSTRUCTION OPERATIONS SHALL NOT UNDERMINE THE STRUCTURAL INTEGRITY OF THE BUILDING.
20. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER AND/OR ARCHITECT FOR ITEMS FURNISHED AND/OR INSTALLED BY OTHERS FOR EXACT LOCATIONS AND PROPER FITTING, AND SCHEDULE THEM FOR WORK.
21. THE CONTRACTOR SHALL SECURE AND LOCK UP THE OWNER'S PREMISES AT THE END OF EACH WORKING DAY AND SHALL NOT PERMIT UNAUTHORIZED PERSONNEL TO CIRCULATE IN THE OWNER'S SPACE.
22. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SAFE AND UNINTERRUPTED CIRCULATION OF HVAC, ELECTRICAL, PLUMBING, AND FIRE PROTECTION SYSTEMS IN EXISTING AREAS NOT AFFECTED BY CONSTRUCTION.
23. THE CONTRACTOR SHALL PATCH ALL HOLES AND CHASES BOTH ABOVE AND BELOW THE CEILING CREATED BY THE WORK OF ALL TRADES, TO MAKE WATER TIGHT AND FIREPROOF. INSTALLATION, ALTERATION OR REMOVAL OF DUCTS, PIPES, CONDUITS, CEILING, ETC., TO MATCH EXISTING SURFACE.
24. THE CONTRACTOR SHALL PROVIDE APPROVED FIRE RATED MINERAL WOOL OR APPROVED EQUAL PACKED SOLID AT SPACE AROUND PIPES, DUCTS, AND CONDUITS PENETRATING FIRE RATED WALLS OR PARTITIONS AND SHALL COMPLY WITH ALL REGULATIONS AS SET BY APPLICABLE SECTIONS OF THE STATE BUILDING CODE AND OTHER CODES HAVING JURISDICTION.
25. FIRESTOPPING SHALL BE AS REQUIRED BY APPLICABLE SECTIONS OF THE STATE BUILDING CODE AND OTHER CODES HAVING JURISDICTION.
26. ALL INTERIOR FINISHES AND BACKING SHALL COMPLY WITH APPLICABLE SECTIONS OF THE STATE BUILDING CODE AND OTHER CODES HAVING JURISDICTION.
27. THE CONTRACTOR SHALL PATCH ALL HOLES AND DEFECTS IN THE FLOOR AND PROVIDE FLASH PATCHING OF ALL FLOORING. THE CONTRACTOR SHALL INSPECT THE FLOORS WITH THE FLOORING INSTALLER AND SHALL MAKE THE NECESSARY REPAIRS PRIOR TO THE ACCEPTANCE OF THE FLOOR SUBSTRATE BY THE FLOORING INSTALLER.
28. THE CONTRACTOR SHALL INSPECT AND MAKE THE NECESSARY CORRECTIVE MEASURES TO INSURE THAT ALL PARTITIONS SHALL ALIGN WITHOUT ANY BREAKS BETWEEN APPROVED BREAK POINTS.
29. THE CONTRACTOR SHALL PROVIDE AND ESTABLISH AN ELEVATION BENCHMARK AT 0'-0" TO BE USED AS A WORK POINT BY ALL TRADES FOR VERTICAL DIMENSIONS.
30. SUPERVISION BY THE CONTRACTOR: DURING THE ENTIRE PERIOD OF THE PROGRESS OF THE WORK, THE CONTRACTOR SHALL BE REPRESENTED AT THE SITE OF THE WORK BY A QUALIFIED SUPERINTENDENT WHO SHALL BE EMPLOYERED TO ACT ON HIS BEHALF, AND WHO SHALL BE RESPONSIBLE FOR:
 1. ESTABLISHMENT AND MAINTENANCE OF PROPER AND SAFE WORKING CONDITIONS WITHIN THE STATE OF THE WORK.
 2. COMPLIANCE WITH ALL FEDERAL, STATE, AND LOCAL LAWS.
 3. LAYOUT AND COMPLETE COORDINATION OF ALL ELEMENTS OF THE WORK INCLUDING MECHANICAL AND ELECTRICAL COORDINATION.
 4. CHECKING OF ALL WORK IN PLACE FOR THE PURPOSE OF ASCERTAINING ITS COMPLIANCE WITH THE CONTRACT DOCUMENTS.
 5. REMOVAL AND PROPER REPLACEMENT OF ALL INSTALLED WORK WHICH IS NOT IN COMPLIANCE WITH CONTRACT DOCUMENTS.
31. SUBMITTALS
 - A. CONTRACTOR SHALL SUBMIT SAMPLES AND SHOP DRAWINGS TO THE ARCHITECT FOR REVIEW PRIOR TO FABRICATION AND INFORM THE ARCHITECT IN WRITING AT THE TIME OF SUBMISSION OF ANY PROPOSED DEVIATION IN SUBMITTALS FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, BY REVIEWING, APPROVING, AND SUBMITTING SHOP DRAWINGS AND SAMPLES PRIOR TO SUBMISSION TO THE ARCHITECT. THE CONTRACTOR REPRESENTS THAT HE HAS DETERMINED AND VERIFIED FIELD MEASUREMENTS, AND THAT EACH SUBMITTAL HAS BEEN CHECKED AND COORDINATED WITH THE REQUIREMENTS OF THE CONTRACT.

8. TIMING
 1. PRIOR TO COMMENCING THE WORK THE CONTRACTOR SHALL PROVIDE THE ARCHITECT WITH A SUBMITTAL SCHEDULE FOR ALL ITEMS REQUIRED BY THE CONTRACT DOCUMENTS WHICH IS FULLY COORDINATED WITH THE CONSTRUCTION SCHEDULE TO INSURE A TIMELY REVIEW PROCESS.
 2. MAKE SUBMITTALS FAR ENOUGH IN ADVANCE OF SCHEDULE DATES FOR INSTALLATION TO PROVIDE TIME REQUIRED FOR REVIEWS, FOR SECURING NECESSARY APPROVALS, FOR POSSIBLE REVISIONS AND RESUBMITTALS, AND FOR PLACING ORDERS AND SECURING DELIVERY.
 - C. SAMPLES
 1. REJECTED SAMPLES SHALL BE RESUBMITTED AS SOON AS POSSIBLE AND SHALL BE IDENTIFIED AS "RESUBMITTED SAMPLES".
32. REMOVALS, CLEAN-UP, AND PROTECTION
 - A. REMOVE ALL WASTES, REFUSE, AND DEBRIS ACCUMULATING FROM CONSTRUCTION WORK AND LEGALLY DISPOSE OF INDEPENDENTLY FROM OTHERS IN THE BUILDING.
 - B. GENERAL CONTRACTOR SHALL ENSURE THAT CONSTRUCTION PREMISES ARE LEFT IN A GENERALLY CLEAN CONDITION AT THE END OF EACH WORKING DAY. ONCE HARDWOOD FLOORING HAS BEEN INSTALLED, ALL FLOORS WILL BE VACUUMED AND TEMPORARILY PROTECTED AGAINST DAMAGE DURING MOVE-IN. PROTECTION FOR WALLS, CORNERS, AND DOOR FRAMES WILL ALSO BE PROVIDED AS REQUIRED.
 - C. JUST PRIOR TO OWNER OCCUPANCY, CLEAN ALL SURFACES, REMOVE TEMPORARY LABELS, STAINS, AND FOREIGN SUBSTANCES. POLISH TRANSPARENT AND GLOSSY SURFACES. CLEAN EQUIPMENT AND FIXTURES TO A SANITARY CONDITION. REPLACE FILTERS OF MECHANICAL EQUIPMENT. REMAINING CONSTRUCTION MATERIAL AND EQUIPMENT, IF ANY, SHALL BE MOVED AND TEMPORARILY SECURED IN AN AREA DIRECTED BY OWNER.
 - D. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AFTER-HOURS WORK AS REQUIRED BY THE OWNER. (I.E. EXCESSIVE NOISE, FUMES, ETC.)
 - E. CONTRACTOR IS RESPONSIBLE FOR COORDINATING AVAILABILITY OF PARKING FOR WORKERS WITH THE OWNER.
 - F. CONTRACTOR IS RESPONSIBLE FOR SCHEDULING AND COORDINATING WORK OF SEPARATE CONTRACTS (I.E. ELECTRICAL, PLUMBING/HVAC CONTRACTORS, ETC.).

GWB FINISH NOTE:

ROOMS SCHEDULED TO RECEIVE A PAINTED FINISH ARE TO BE PREPARED AS REQUIRED TO PROVIDE A LEVEL 4 DRYWALL FINISH. OTHER AREAS ARE TO RECEIVE A LEVEL 4 FINISH UNLESS STATED OTHERWISE.

FLOOR PREPARATION NOTE:

GC TO ENSURE PROPER FLOOR PREPARATION IS INCLUDED IN CONTRACT PRICE TO PROVIDE A LEVEL SURFACE THROUGH AREAS RECEIVING NEW FLOOR FINISHES.

FINISH NOTES

1. THE CONTRACTOR SHALL INSPECT ALL SURFACES AND PROVIDE ALL PREPARATORY WORK NECESSARY IN ORDER TO RECEIVE NEW FINISHES.
2. ALL AREAS ARE TO BE FINISHED AS PER FINISH PLANS. GENERAL CONTRACTOR TO REVIEW AND COORDINATE INTERIOR FINISHES WITH ARCHITECT PRIOR TO APPLYING NEW FINISHES.
3. GYPSUM BOARD CEILING, BREAKS AND SOFFITS SHALL BE PAINTED AS SPECIFIED IN FINISH LEGEND.
4. SAMPLES: CONTRACTOR SHALL SUBMIT (2) 6"x6" SAMPLES OF ALL PAINT COLORS IN THE SPECIFIED FINISH TO THE ARCHITECT FOR APPROVAL PRIOR TO PROCEEDING WITH THE FINISH PAINT WORK.
5. ON WALL SURFACES SCHEDULED TO BE PREPARED FOR PAINT, ALL PAINT SHALL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATION FOR THOSE PARTICULAR SURFACES.
6. THE GENERAL CONTRACTOR IS TO FURNISH ALL FLOORING MATERIALS UNLESS NOTED OR CONTRACTED OTHERWISE.
7. ALL FLOORING MATERIALS ARE TO BE INSTALLED AS PER MANUFACTURERS REQUIREMENTS.
8. ALL THE REQUIRED FLOOR PREPARATION IS TO BE DONE BY THE GENERAL CONTRACTOR INCLUDING ROUGH AND FINISH PATCHING.
9. ALL BASE TRIM IS TO BE FURNISHED AND INSTALLED BY THE GENERAL CONTRACTOR UNLESS NOTED OR CONTRACTED OTHERWISE.
10. WHERE CARPETING MEETS RESILIENT TILE OR OTHER BASE BUILDING SURFACES (I.E. CORRIDOR, JANITOR CLOSETS, ETC.) THE CONTRACTOR IS TO PROVIDE AND INSTALL CLEAR ANODIZED FLOORING DIVIDER (SCHLUTER TRANSITION OR EQUAL) FLUSH WITH HARD SURFACE. WHERE CARPETING OCCURS IN A DOORWAY LOCATE THE SEAM UNDER THE CENTER OF THE DOOR.
11. ALL MATERIALS AND INSTALLATION METHODS SHALL CONFORM TO THE MANUFACTURERS WRITTEN INSTRUCTIONS.
12. AS APPLICABLE ALL CARPET SEAMS ARE NOT TO OCCUR WITHIN 12" OF CORNERS AND EDGES. THE GENERAL CONTRACTOR SHALL WAX AND OR SEAL ALL NEW RESILIENT FLOORS UNLESS NOTED OTHERWISE BY MANUF.
13. ALL CLOSETS TO RECEIVE THE SAME FLOOR AND CEILING AS THE ROOMS THEY OPEN INTO UNLESS NOTED OTHERWISE WITH PT-1 WALL FINISH.
14. DESK NOTES: COUNTER TO BE 2" PLAM WITH EASED WORK EDGING. LEGS TO BE SOLID PLAM PANELS. CONCEALED PAKKS BRACKETS AS NEEDED. 4 DRAWERS: TOP DRAWERS TO BE 3" AND 3 LOWER DRAWERS TO BE OF EG. HEIGHT. 2 CROMMETS FOR ELECTRICAL CORDS. WHERE INDICATED ON PLAN: INSTALL SHEET GUARD ABOVE DESK (GUARD TO BE 3'-6" TALL 9/16" TAPERED GLASS). WHERE REQUIRED: INSTALL PRIVACY LEG CLOSURE (TO BE PLAM PANEL). ARCHITECT TO REVIEW ALL DESK SHOP DRAWINGS

PROJECT NARRATIVE

Assessing, Motor Vehicle/Tax and City Clerk Divisions

This project is a redesign of the existing office space to reconfigure the workstations and customer reception to keep up with ADA needs and the Covid-19 separation requirements, as well as general updates to security and finishes. There will be a new concept of how to receive customers (behind glass) and to provide partitioned/separate guests between employees, as well as for the workstations and desks for typical office operations. New millwork will be provided for all transaction counters and two new kitchenettes will be provided within breakrooms.

The mechanical ductwork will be modified to accommodate new wall locations. Motor Vehicle and Tax will abandon the existing steam heat supply and replace the air handlers with a VRF system for 2020F. Remove the three existing space air handlers and the associated CUUs. These will be replaced with a new VRF unit and seven interior fan coils. The Assessor's space will have some ductwork moved to accommodate new wall locations. The City Clerk will have a new VAV box installed and tied to the steam heat.

Building electrical systems upgrades include: Modifications to the existing neutral power distribution, power outlet system, LED lighting upgrades, emergency lighting, lighting control and fire detection and signaling system. A/C callings will be replaced in all locations except the City Clerk division. Integral with reconfiguring the desks for new millwork and separation the wall finishes will be updated or painted. Most of the flooring will be salvaged, but the "raised floor" in the Motor Vehicle Division will be removed and require new flooring.

GENERAL DEMOLITION NOTES

- A. PROTECT ALL FINISHES ADJACENT TO AREAS OF DEMOLITION AND REPAIRS
- B. EACH CONTRACTOR TO CAREFULLY EXAMINE EXISTING CONDITIONS AT THE TIME OF BID. ALL INCIDENTAL DEMOLITION IS NOT SHOWN. C. REFER TO STRUCTURAL, MECHANICAL, ELECTRICAL AND PLUMBING DRAWINGS FOR WORK IN THOSE TRADES. THE CONTRACTOR IS TO COORDINATE WITH DEMOLITION WORK OF THOSE TRADES.
- D. DEMOLITION OF WALLS INCLUDES ALL ITEMS ATTACHED TO THE WALL, UNLESS NOTED TO BE SALVAGED. SAW CUT NEW OPENINGS AND REPAIR EXPOSED ENDS OF WALLS PER MASONRY RESTORATION.
- E. SALVAGE EXISTING SOLID CORE DOORS, FRAMES TO REMAIN, UNLESS NOTED OTHERWISE.
- F. PROTECT EXISTING DOORS SCHEDULED TO REMAIN.
- G. REMOVE ALL HEATERS AND PIPING NOT TO BE USED IN NEW MECHANICAL SYSTEM. PREPARE WALLS FOR PATCHING AND PENETRATIONS TO BE FILLED.
- H. ABATE ALL ASBESTOS AND LEAD PAINT THROUGHOUT.
- I. REMOVE ALL WINDOWS AND PREPARE OPENINGS FOR NEW WINDOWS.
- J. SALVAGE ALL ELECTRICAL UNLESS NOTED OTHERWISE ON ELECTRICAL PLANS.
- K. REMOVE ALL CEILING IN AREAS OF HEAVY CONSTRUCTION. REFER TO SCHEDULE FOR OTHER LOCATIONS. SALVAGE 30 TILES FOR USE IN OTHER LOCATIONS.
- L. REMOVE ALL FLOORING DOWN TO CONCRETE OR BARE FLOORING TO PREPARE FOR NEW FLOORING. REFER TO SCHEDULE FOR ALL LOCATIONS.

CONSTRUCTION NOTES

1. PARTITION LAYOUT IS TO BE APPROVED BY THE ARCHITECT PRIOR TO COMMENCING CONSTRUCTION.
2. THE CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS FOR APPROVAL BY THE ARCHITECT PRIOR TO THE COMMENCEMENT OF WORK.
3. ALL NEW PARTITIONS SHALL BE PARALLEL OR PERPENDICULAR TO CORE WALLS UNLESS NOTED OTHERWISE.
4. GENERAL CONTRACTOR SHALL PROVIDE ROUGH AND FINAL FLASH PATCH OF THE FLOOR SLAB, FOR AN EVEN CARPET AND TILE INSULATION.
5. THE CONTRACTOR IS TO PROTECT ALL FINISHES THAT ARE EXPOSED THROUGHOUT THE LIFE OF THE CONSTRUCTION.
6. THE GC IS TO PATCH PENETRATIONS THRU WALL, FLOOR & CEILING CONSTRUCTION TO MAINTAIN RATINGS AND OR CLASSIFICATIONS.
7. REFER TO PLAN DRAWINGS FOR WALL TYPE KEYS AND WALL TYPE DETAILS.
8. ALL FURNITURE SHOWN ON PLANS IS CONCEPTUAL ONLY AND IS NOT IN THE CONTRACT FOR CONSTRUCTION, HOWEVER THE GC IS TO HANDLE ALL SCHEDULING TO AVOID ANY DELAYS.

INTERIOR FINISH SCHEDULE

Walls	Floors	Base	Carpet Tiles	Marble/Tile	Roller Shades	Millwork	Appliances
<p>GENERAL NOTES:</p> <ul style="list-style-type: none"> ALL MATERIALS SPECIFIED ARE "OR APPROVED EQUAL" UNLESS OTHERWISE NOTED. PROVIDE TRANSITION STRIPS AS REQUIRED LOW EMITTING MATERIALS: ALL ADHESIVES, SEALANTS, SHALL BE LOW VOC & MEET MINIMUM REQUIREMENTS OUTLINED BY SCAQMD RULE #1198 ALL PAINTS & COATINGS SHALL BE LOW VOC & MEET THE MINIMUM REQUIREMENTS OF GREEN SEAL STANDARD #3-11 ALL WOOD FINISHES SHALL BE LOW VOC & MEET THE MINIMUM REQUIREMENTS OUTLINED BY SCAQMD RULE #1113 ALL COMPOSITE WOOD & GRIFBER PRODUCTS SHALL CONTAIN NO UREA-FORMALDEHYDE RESINS 	<p>WALLS:</p> <p>PAINT: BENJAMIN MOORE OR APPROVED EQUAL. PRIME & 2 FINISH COATS. EGGSHELL FINISH ON WALLS AND SEMI-GLOSS FINISH ON DOORS, FRAMES AND TRIM. COLORS BY ARCHITECT</p>	<p>FLOORS:</p> <p>4" JOHNSONITE 1/8" RUBBER COVE BASE</p>	<p>CARPET TILES: INTERFACE 24x24 NYLON TILES (TO MATCH EXISTING)</p>	<p>MARBLE/TILE: FORBO MARMOLEUM, 2.5MM SHEET FLOORING, 3 COLOR UNIQUE DESIGN BY ARCHITECT</p>	<p>ROLLER SHADES: LEVELOR. INSTALL AT ALL TRANSACTION WINDOWS</p>	<p>MILLWORK:</p> <p>PLAM-1 (UPPERS & FULL HEIGHT) WILSONART OR APPROVED EQUAL. COLOR AND STYLE BY ARCHITECT</p> <p>PLAM-2 (LOWERS & VANITY) WILSONART OR APPROVED EQUAL. COLOR AND STYLE BY ARCHITECT</p> <p>SOLID SURFACE: CORIAN OR APPROVED EQUAL. COLOR AND STYLE BY ARCHITECT. COLOR PRICE GROUP 2 (4048)</p>	<p>APPLIANCES:</p> <p>STAINLESS STEEL FRONTS: GENERAL ELECTRIC OR APPROVED EQUAL.</p>

Nashua City Hall Remodel
Health and security updates
229 Main St
Nashua • NH

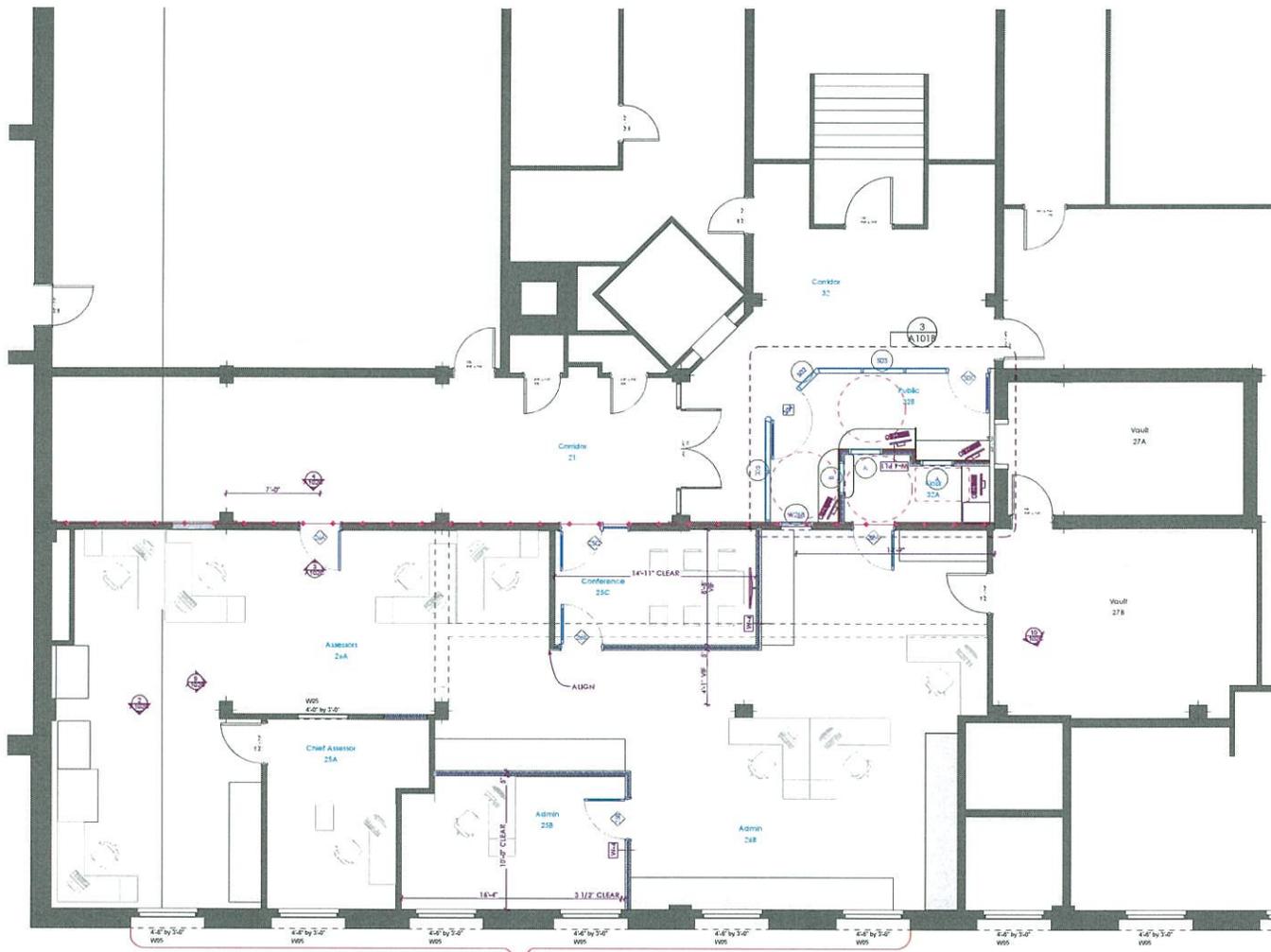
BID SET 2
8/17/2020



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Issue	Description	Date

GENERAL PROJECT
NOTES
proj. no. 2020-047
A001



2 Floor Plan - Assessing (2,200SF)
 A101A SCALE: 1/4" = 1'-0"
 0 2 4

INTERIOR PARTITION TYPES:

W-4 (TYP. NEW PARTITION)
 - 3/8" MIL STUD X 8'18" O.C. (MIL STUD WITH ACOUSTIC INSULATION)
 - 5/8" TYPE X GWB BOTH SIDE, TAPED & SCREWED PER UL LISTING & BEST PRACTICE
 - ACOUSTIC INSULATION SHALL BE 3" THERMA-FIBER OR APPROVED EQUAL, RUN CONTINUOUS HEAD OF ACOUSTIC SEALANT AT PERIMETER OF GYP AND AT ALL SEAMS, EXP. JOINTS AND PENETRATIONS. EXP. JOINTS REQUIRED FOR ANY RUN (HORIZ. OR VERT.) OVER 30'

W-4 FULL PROJECTION LEVEL 1)
 - 3/8" MIL STUD X 8'18" O.C. (MIL STUD WITH ACOUSTIC INSULATION)
 - 1/4" BULLET RESISTANT FIBERGLASS PANEL PROTECTION LEVEL 1 ON PUBLIC SIDE (RFF100 BY CR LAURENCE OR APPROVED EQ) INSTALLED PER MANUFACTURER RECOMMENDATIONS
 - 5/8" TYPE X GWB BOTH SIDE, TAPED & SCREWED PER UL LISTING & BEST PRACTICE
 - ACOUSTIC INSULATION SHALL BE 3" THERMA-FIBER OR APPROVED EQUAL, RUN CONTINUOUS HEAD OF ACOUSTIC SEALANT AT PERIMETER OF GYP AND AT ALL SEAMS, EXP. JOINTS AND PENETRATIONS. EXP. JOINTS REQUIRED FOR ANY RUN (HORIZ. OR VERT.) OVER 30'

VERIFY IN FIELD FIRE SPRINKLER COVERAGE WHERE PROVIDED.

- SCOPE OF WORK**
- ASSESSING OFFICE - LOWER LEVEL (2,200SF)
- DEMOLITION OF SEVERAL WALLS, DOORS, INTERIOR WINDOW, CUT NEW WINDOW AND DOOR LOCATIONS, DEMO EXISTING ACT CEILING AND LIGHTING, AND REMOVE ALL WALLPAPER.
 - CONSTRUCT NEW WALLS, PATCH AND PAINT COMPLETE (INCLUDING VAULT)
 - RECONFIGURE DUCTWORK FOR NEW WALL LOCATIONS AND BALANCE SYSTEM
 - PROVIDE NEW LED LIGHTING IN NEW ACT CEILING THROUGHOUT BACK OFFICE
 - MODIFY EXISTING NORMAL POWER DISTRIBUTION, POWER OUTLET SYSTEM, EMERGENCY LIGHTING, AND FIRE DETECTION AND ALARMING SYSTEM, DWA AND SECURITY WIRING TO BE BID BY CITY OF NASHUA VENDOR AND INCLUDED IN OVERALL COST
 - SALVAGE FLOORING AND INSTALL ADDITIONAL AS REQUIRED FROM ATTIC STOCK PROVIDED BY OWNER
 - PROVIDE NEW SERVICE COUNTERS WITH SECURITY GLAZING WITH A NEW ALUMINUM STOREFRONT SYSTEM IN THE CORRIDOR OUTSIDE THE ASSESSING OFFICE
 - NEW MILLWORK IN SERVICE HOLE TO PROVIDE PLAM A COUNTER AND OPEN FACE CABINET FOR TRANSACTION EQUIPMENT AND SOLID SURFACE COUNTERS ON THE PUBLIC SIDE FOR PUBLIC COMPUTERS
 - WALL, WINDOWS AND DOORS BETWEEN PUBLIC AND STAFF LOCATIONS TO BE LEVEL 1 SECURITY BULLET RESISTANT UP TO 8 FEET OFF THE FINISH FLOOR. CONFERENCE ROOM DOOR TO BE 20 MIN. RATED WIRE GLASS ONLY.
 - RECONFIGURE FIRE SPRINKLERS IN THE CORRIDOR AS REQUIRED TO PROVIDE ADEQUATE COVERAGE. NO SPRINKLERS ARE PRESENT IN THE ASSESSING OFFICE AND WILL NOT BE REQUIRED AS PART OF THE CONTRACT.
 - PROVIDE SAFETY AND SECURITY FILM ON ALL EXTERIOR WINDOWS AS NOTED ON THE PLANS
 - REFER TO PLANS FOR ADDITIONAL WORK

Nashua City Hall Remodel
 Health and security updates
 229 Main St
 Nashua • NH

BID SET 2 8/17/2020



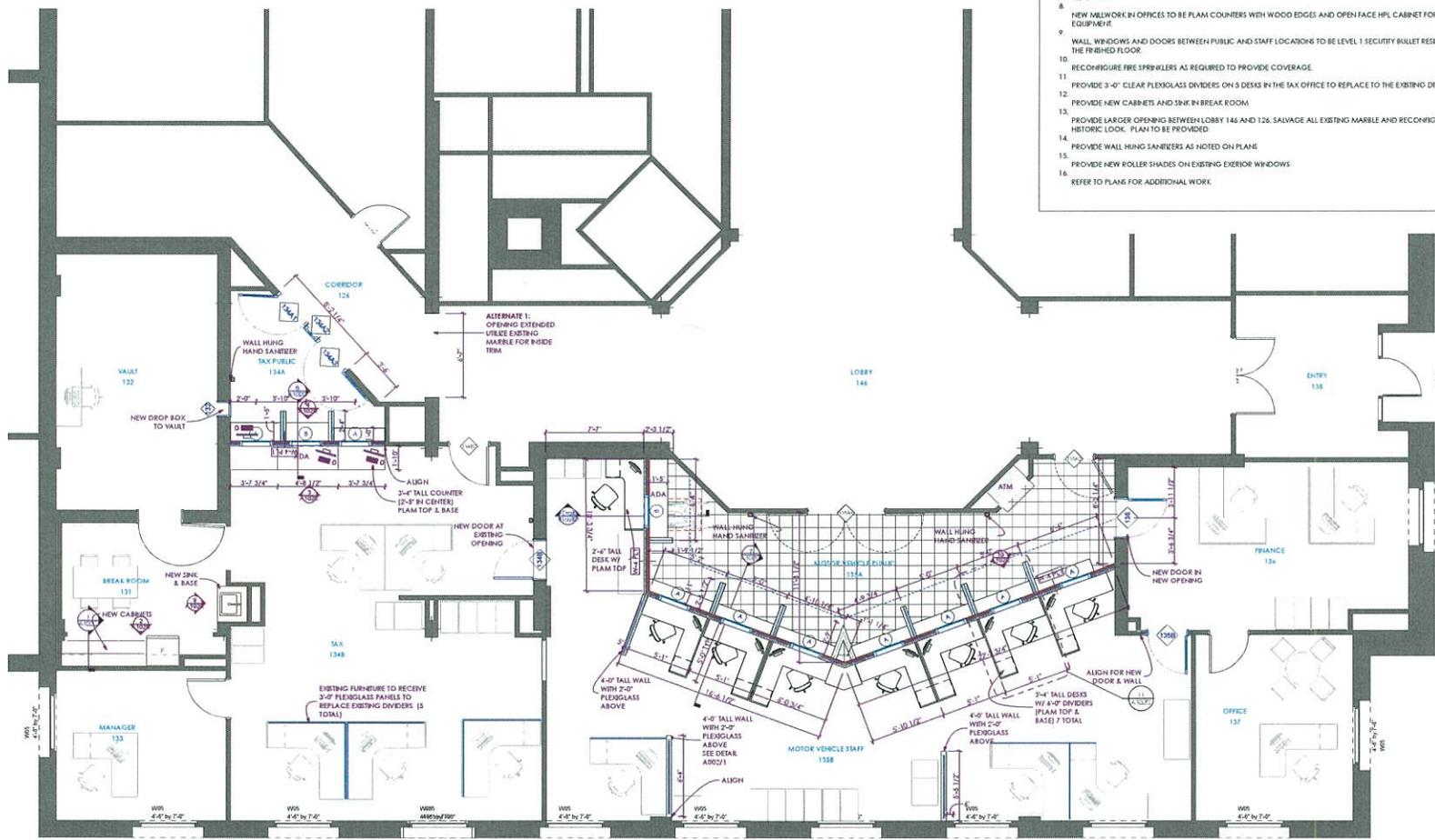
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 NASHUA, NH 03081
 WWW.TRANSTRUCTURE.COM

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Issue	Description	Date

Assessing Floor Plan
 proj. no. 2020-047

A101A



- ### SCOPE OF WORK
- MOTOR VEHICLE & TAX DIVISION (3,200SF)
 - DEMOLITION OF SEVERAL WALLS, MILLWORK, DOORS, RAISED PLATFORM IN MOTOR VEHICLE. CUT NEW DOOR OPENING LOCATION, DEMO EXISTING ACT CEILING AND LIGHTING.
 - CONSTRUCT NEW WALLS, PATCH AND PAINT COMPLETE (INCLUDING VAULT)
 - DEMIO AIR HANDLES AND PROVIDE NEW VRF SYSTEM TIED INTO EXISTING DUCTWORK FOR NEW WALL LOCATIONS AND BALANCE SYSTEM
 - PROVIDE NEW LED LIGHTING IN NEW ACT CEILING THROUGHOUT
 - MODIFY EXISTING NORMAL POWER DISTRIBUTION, POWER OUTLET SYSTEM, EMERGENCY LIGHTING, AND FIRE DETECTION AND SIGNALING SYSTEM, DATA AND SECURITY WIRING TO BE BID BY CITY OF NASHUA VENDOR AND INCLUDED IN OVERALL COST
 - FLOORING TO REMAIN IN TAX AND FINANCE OFFICES. SALVAGE AS NEEDED AND INSTALL ADDITIONAL AS REQUIRED FROM ATTIC STOCK PROVIDED BY OWNER. ENTIRE MOTOR VEHICLE DIVISION TO RECEIVE NEW CARPET TILES IN OFFICE AREAS AND RESILIENT FLOORING IN PUBLIC AREA.
 - PROVIDE NEW SOLID-SURFACE SERVICE COUNTERS WITH SECURITY RAFFLE-STYLE GLAZING AND HPL WAINCOT. HALF WALL HPL AND TEMPERED GLASS DIVIDERS TO SEPARATE THE SERVICE COUNTERS WINDOWS. PROVIDE ROLLER SHADES ON ALL SERVICE COUNTER WINDOWS.
 - NEW MILLWORK IN OFFICES TO BE PLANK COUNTERS WITH WOOD EDGES AND OFF-FACE HPL CABINET FOR TRANSACTION EQUIPMENT.
 - WALL, WINDOWS AND DOORS BETWEEN PUBLIC AND STAFF LOCATIONS TO BE LEVEL 1 SECURITY BULLET RESISTANT UP TO 8 FEET OFF THE FINISHED FLOOR.
 - RECONFIGURE FIRE SPRINKLERS AS REQUIRED TO PROVIDE COVERAGE.
 - PROVIDE 3'-0" CLEAR FLEGGLOSS DIVIDERS ON 3 DESKS IN THE TAX OFFICE TO REPLACE TO THE EXISTING DIVIDERS
 - PROVIDE NEW CABINETS AND SINK IN BREAK ROOM
 - PROVIDE LARGER OPENING BETWEEN LOBBY 146 AND 126. SALVAGE ALL EXISTING MARBLE AND RECONFIGURE TO RETAIN EXISTING HISTORIC LOOK. PLAN TO BE PROVIDED
 - PROVIDE WALL HUNG SANITIZERS AS NOTED ON PLANS
 - PROVIDE NEW ROLLER SHADES ON EXISTING EXTERIOR WINDOWS
 - REFER TO PLANS FOR ADDITIONAL WORK.

1 Floor Plan - MOTOR VEHICLE / TAX (3,200SF)
SCALE 1/4" = 1'-0"

ALL EXT. WINDOWS. PROVIDE NEW ROLLER SHADES FOR THIS DIVISION

Nashua City Hall Remodel
Health and security updates
229 Main St
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BID SET 2 8/17/2020



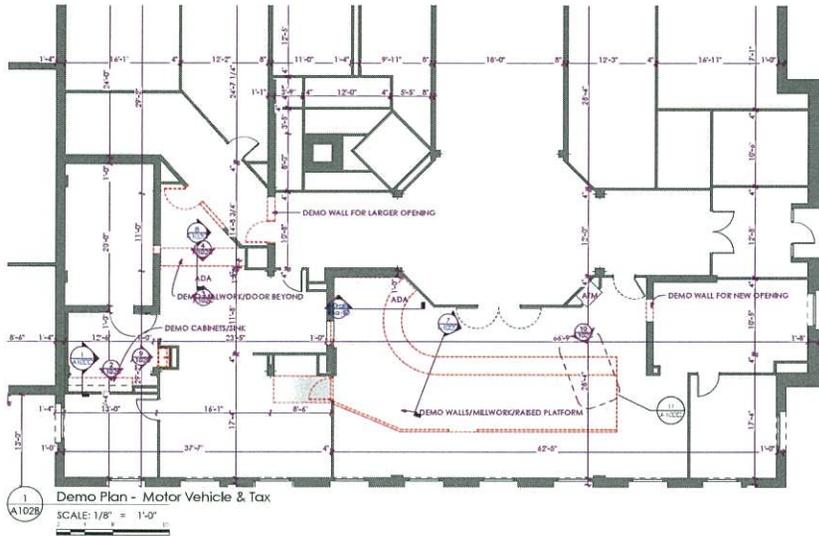
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Project: Motor Vehicle & Tax Division
Location: 229 Main St, Nashua, NH
Date: 8/17/2020
Scale: 1/4" = 1'-0"

Issue	Description	Date

Motor Vehicle & Tax
Office Plan
proj. no. 2020-049

A102A



1 Demo Plan - Motor Vehicle & Tax
SCALE: 1/8" = 1'-0"



2 RCP - Motor Vehicle & Tax
SCALE: 1/8" = 1'-0"



3 Floor Plan - Assessing
SCALE: 1" = 10'



5 Floor Plan - Assessing
SCALE: 1" = 10'



4 Floor Plan - Assessing
SCALE: 1" = 10'

CEILING NOTES

1. WHERE BEAMS, PIPES, AND/OR OTHER CONSTRUCTION DETAILS PREVENT THE USE OF STANDARD RECESSED FIXTURES, STANDARD SHALLOW RECESSED FIXTURES SHALL BE USED. (FIXTURE CUTS TO BE APPROVED BY ARCHITECT)
2. THE GC AND ELECTRICAL CONTRACTORS SHALL CHECK ALL CEILING HEIGHTS AND CEILING FLEXIMUM CONDITIONS FOR CLEARANCE OF ALL DUCTWORK, LIGHTING, AND OTHER CEILING HEIGHT SHOWN ON CONSTRUCTION DRAWINGS. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ARCHITECT'S ATTENTION.
3. SUSPENDED CEILING HEIGHTS SHALL BE SHOWN ON ARCHITECT'S REFLECTED CEILING PLAN AND ANY DEVIATION FROM HEIGHTS SHOWN WILL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL.
4. PRIOR TO CLOSING UP ANY CEILING, ANY FLEXIMUM SYSTEMS (HVAC, PLUMBING, & ELECTRICAL) SHALL BE INSPECTED AND WHERE REQUIRED, TESTING BY CONTRACTORS, ENGINEERS, AND OTHER PROFESSIONALS HAVING JURISDICTION TO INSURE PROPER INSULATION AND FUNCTION.
5. ALL HUNG ACOUSTICAL TILE CEILINGS SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE CODES.
6. ALL JOINTS IN THE FIELD SHALL BE SQUARE, LEVEL AND PERFECTLY ALIGNED WITH EACH OTHER AND WITH THE RECESSED LIGHTING FIXTURES.
7. CEILING CONTRACTOR TO COORDINATE ACCESS TILES/PANELS WITH OTHER TRADES.
8. THE AC-DIFFUSERS AND REGISTERS IN ALL AREAS SHALL BE SET IN THE CENTER OF TILES.
9. ALL DRYWALL SOFFITS AND FASCIAS ARE TO BE INDICATED ON PLANS.
10. ALL LIGHTING, CEILING-MOUNTED DEVICES, SPRINKLER HEADS, ETC. SHALL BE LOCATED IN THE CENTER OF CEILING TILES.
11. UNLESS NOTED OTHERWISE, ALL NEW CEILING TILES TO BE ARMSTRONG ULTIMA 2' x 2' WITH 9/16" ARMSTRONG GRID AND ACCESSORIES.



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The Architect's Consent: I have prepared the above drawings to the best of my knowledge and belief in accordance with the professional standards of practice for the architectural profession. I am a duly licensed professional architect in the State of New Hampshire. I have not been convicted of a crime involving moral turpitude within the last five years. I have not been disciplined by any state or national architectural board or organization. I have not been found guilty of any professional misconduct by any state or national architectural board or organization. I have not been found guilty of any criminal offense involving moral turpitude within the last five years. I have not been found guilty of any criminal offense involving moral turpitude within the last five years. I have not been found guilty of any criminal offense involving moral turpitude within the last five years.

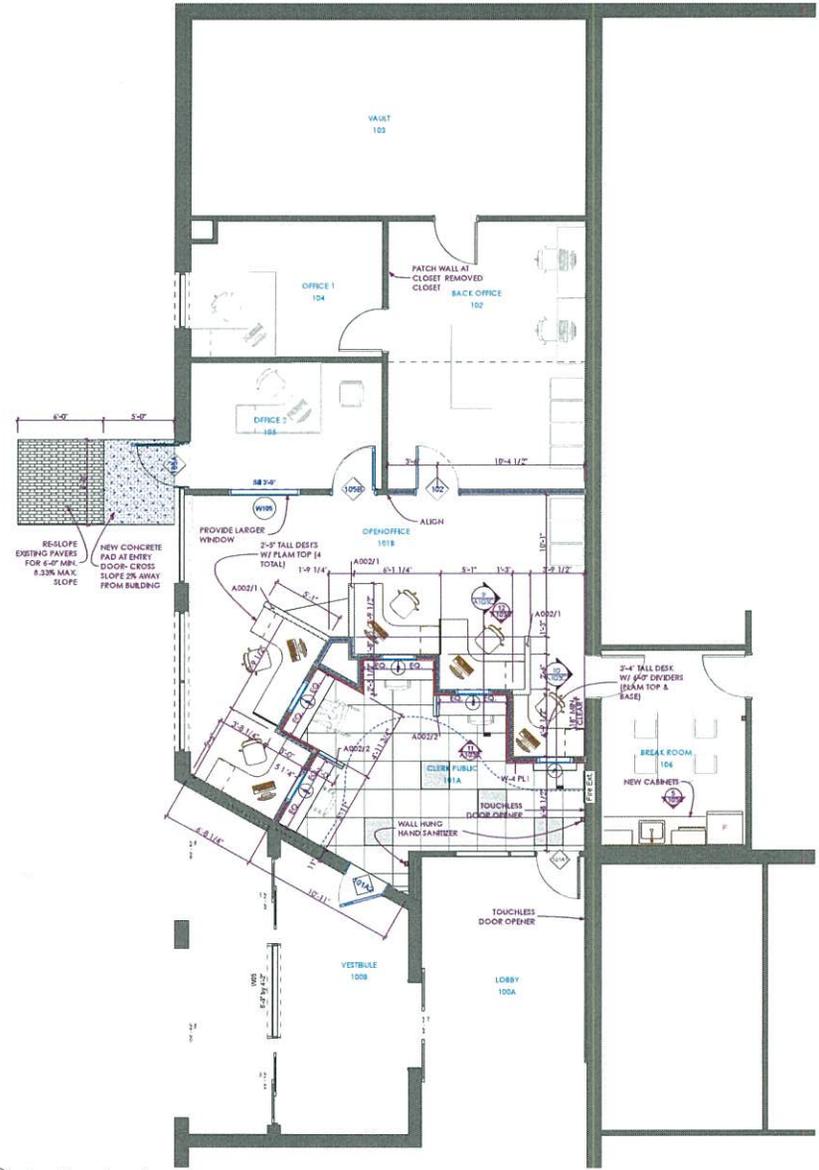
Sheet	Description	Date

Motor Vehicle & Tax
Office Demo & RCP
Plans
proj. no. 2020-049

A102B

SCOPE OF WORK

- CITY CLERK (1,300sf)
- DEMOLITION OF CLOSET WALLS, DOORS/NEW DOOR LOCATION, MILLWORK AND PAVING OUTSIDE DOOR 105A, SALVAGE EXISTING ACT CEILING AND LIGHTING.
 - CONSTRUCT NEW WALLS, PATCH AND PAINT COMPLETE (INCLUDING VAULT)
 - RECONFIGURE EXISTING DUCTWORK FOR NEW WALL LOCATIONS AND BALANCE SYSTEM
 - PROVIDE NEW LED LIGHTING IN EXISTING ACT CEILING THROUGHOUT
 - ADOPT EXISTING (NORMAL POWER DISTRIBUTION), POWER OUTLET SYSTEM, EMERGENCY LIGHTING, AND FIRE DETECTION AND SIGNALING SYSTEM. DATA AND SECURITY WIRING TO BE BID BY CITY OF NASHUA. VENDOR AID IS INCLUDED IN OVERALL COST.
 - FLOORING TO REMAIN. SALVAGE AS NEEDED AND INSTALL ADDITIONAL AS REQUIRED FROM AITC. STOCK PROVIDED BY OWNER. PUBLIC AREA TO RECEIVE NEW CARPET TILES.
 - PROVIDE NEW SOLID-SURFACE SERVICE COUNTERS WITH SECURITY RAFFLE-STYLE GLAZING AND HPL WAB-GCOL. HALF WALL HPL AND TAMPERS GLASS DIVIDERS TO SEPARATE THE SERVICE COUNTERS WINDOWS. PROVIDE ROLLER SHADES ON ALL SERVICE COUNTER WINDOWS.
 - NEW MILLWORK IN OFFICES TO BE FLAM COUNTERS WITH WOOD EDGES AND OPEN FACE HPL CABINET FOR TRANSACTION EQUIPMENT.
 - WALL AND WINDOWS BETWEEN PUBLIC AND STAFF LOCATIONS TO BE LEVEL 1 SECURITY BULLET RESISTANT UP TO 8 FEET OFF THE FINISHED FLOOR.
 - RECONFIGURE FIRE SPRINKLERS AS REQUIRED TO PROVIDE COVERAGE.
 - PROVIDE NEW CABINETS AND SINK IN BREAK ROOM.
 - PROVIDE NEW LANDING OUTSIDE DOOR 105A AND RESLOPE EXISTING PAVERS TO MEET LANDING.
 - PROVIDE WALL HUNG SANITERS AS NOTED ON PLANS.
 - REFER TO PLANS FOR ADDITIONAL WORK.



1 Floor Plan - Assessing
 SCALE: 1/4" = 1'-0"
 A103A

Nashua City Hall Remodel
 Health and security updates
 229 Main St
 Nashua • NH

BID SET 2 8/17/2020



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Hour	Description	Date

City Clerk Plan
 Proj. no. 2020-049

A103A

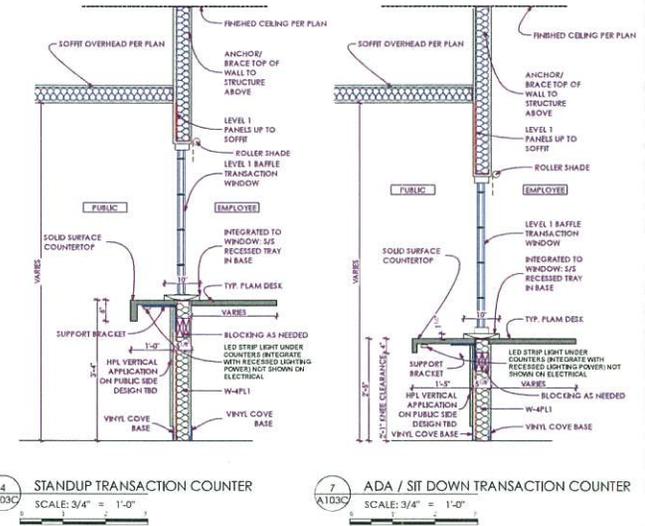
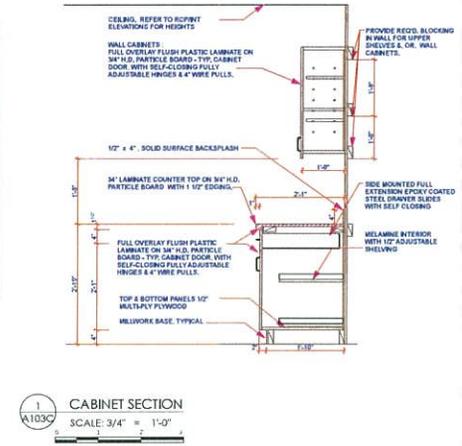
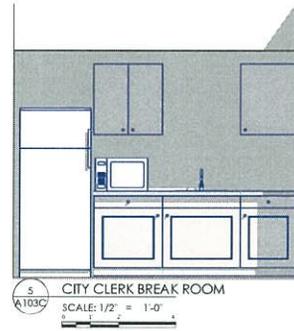
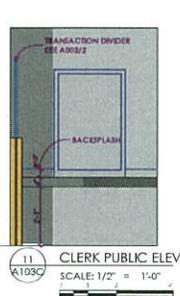
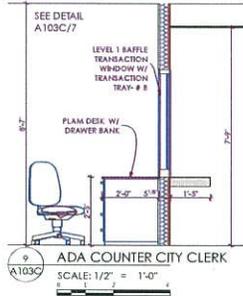
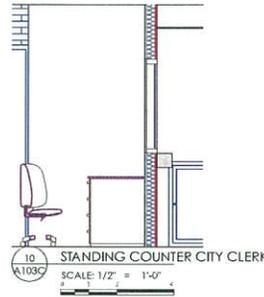
Room #	Room Name	Area (SF)	Perimeter	Floor	Base	Walls	Ceiling	Notes
100A	LOBBY	374.72	137'-8 3/4"	-	-	-	-	-
100B	VESTIBULE	168.38	57'-0 1/4"	-	-	-	-	-
101A	CLERK PUBLIC	219.96	83'-7 1/2"	MARMOLEUM	RUBBER	PAINT	ACT	-
101B	OPENOFFICE	454.84	169'-4"	CPT	RUBBER	PAINT	ACT	-
102	BACK OFFICE	262.87	85'-7 1/2"	CPT	RUBBER	PAINT	ACT	-
103	VAULT	385.03	83'-3"	AS IS	AS IS	PAINT	AS IS	-
104	OFFICE 1	136.63	60'-4 1/4"	AS IS	AS IS	PAINT	AS IS	-
105	OFFICE 2	130.61	60'-4 1/4"	AS IS	AS IS	PAINT	AS IS	-
106	BREAK ROOM	144.20	48'-8 1/2"	AS IS	AS IS	PAINT	AS IS	-

DOOR ID	From	To	Swing	Elevation	Frame Material	Door Leaf Material	Nominal Leaf Size W x H	Fire Resistance Rating	Panic HW	Closer	Hardware Set	Remarks
101A2	CLERK PUBLIC	VESTIBULE			HM	HM	3'-0"x7'-0"	20 minutes	☑	☑		NO HANDLE ON EXTERIOR SIDE OF DOOR
102	OPENOFFICE	BACK OFFICE			HM	SC WOOD	3'-0"x7'-0"	Unrated	☐	☐		
105A	OFFICE 2	<Undefined>				ALUM / GLASS	3'-0"x7'-0"	Unrated	☐	☑		NEW SLAB ONLY
105B	OPENOFFICE	OFFICE 2				SC WOOD	3'-0"x6'-8"	Unrated	☐	☐		NEW SLAB ONLY

ADDITIONAL DOOR NOTES:
 FOR DOOR 101A) PROVIDE ACCESS CONTROL, ELECTRIC STRIKE, AUTOMATIC DOOR OPENER, AND (2) WIRELESS TOUCHLESS SWITCHES BY ESSEX MODEL # HEW-2

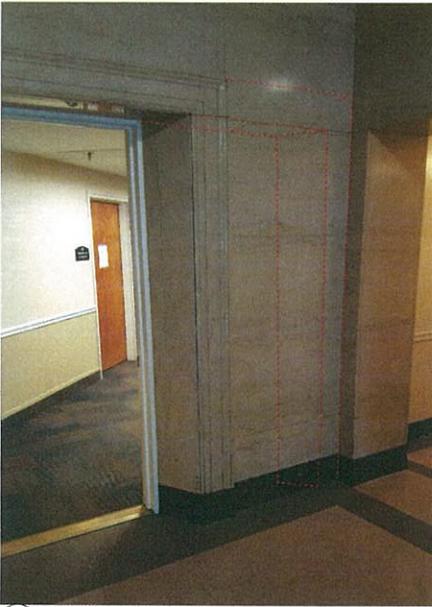
ID	Type	Elevation	Nominal W x H	Nominal SB Height	Nominal Head Height	Remarks
B	Special		2'-6"x3'-10"	2'-5"	6'-3"	LEVEL 1 BULLET RESISTANT GLAZING AND FRAME, BAFFLE & TRANSACTION WINDOW, CLEAR ANODIZED ALUMINUM FRAME.
W26B	Special		2'-6"x3'-0"	3'-8"	6'-8"	FIXED WINDOW - LEVEL 1 BULLET RESISTANT GLAZING AND FRAME, 20 MIN RATED GLASS AND FRAME, CLEAR ANODIZED ALUMINUM FRAME.

ADDITIONAL WINDOW NOTES:
 SPECIAL WINDOWS:
 BAFFLE TRANSACTION WINDOW TO BE: TOTAL SECURITY SOLUTIONS VERTICAL BAFFLE INTERIOR TRANSACTION WINDOW WITH COUNTER TOP & S/S RECESSED DEAL TRAY

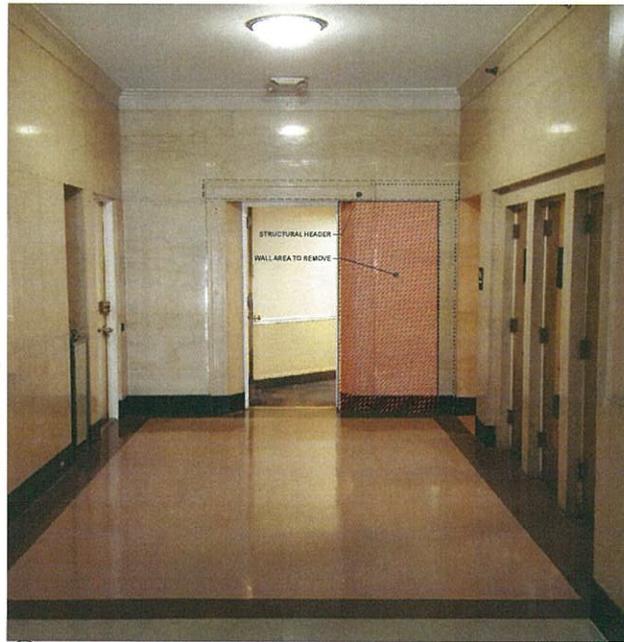


City Clerk Schedules and Details
 Proj. no. 2020-049

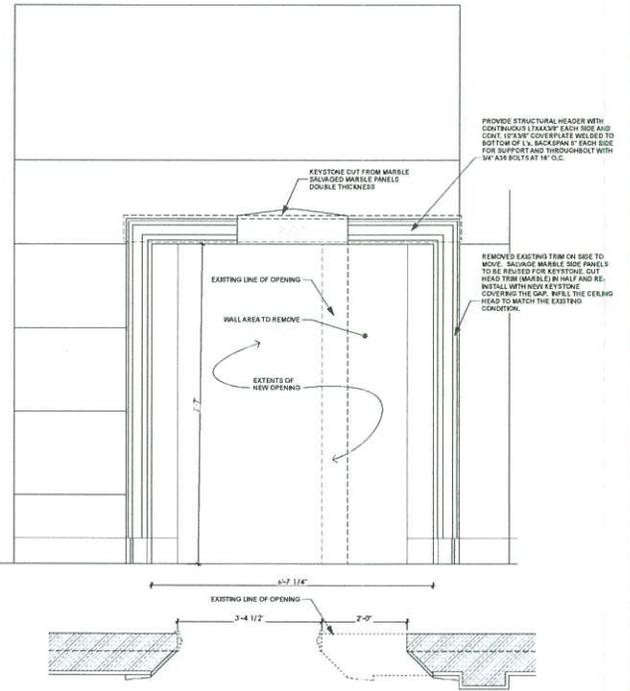
Serial	Description	Date



3
A104 DOORWAY ENLARGED
SCALE: 3/8" = 1'-0"



2
A104 DOORWAY TO LOBBY LOCATION
SCALE: 3/4" = 1'-0"

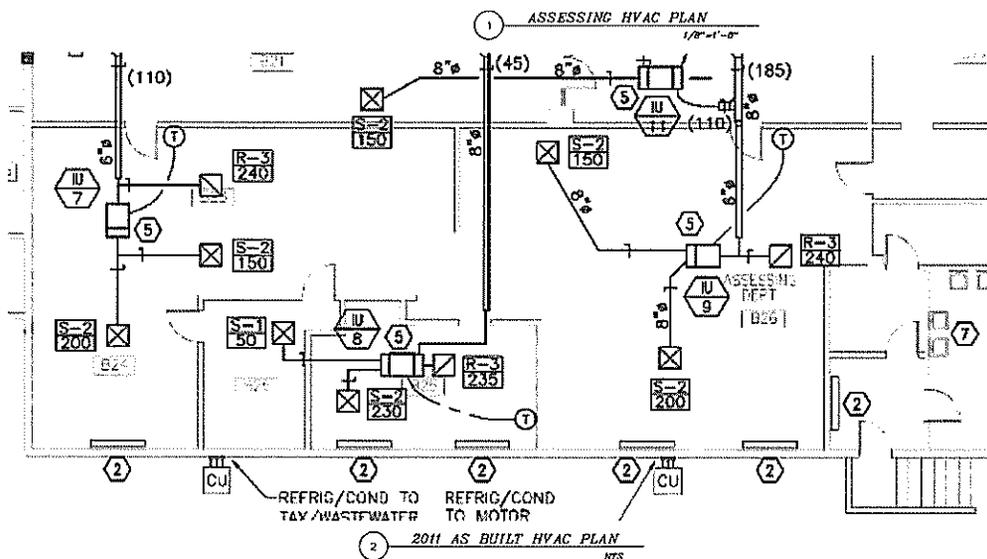
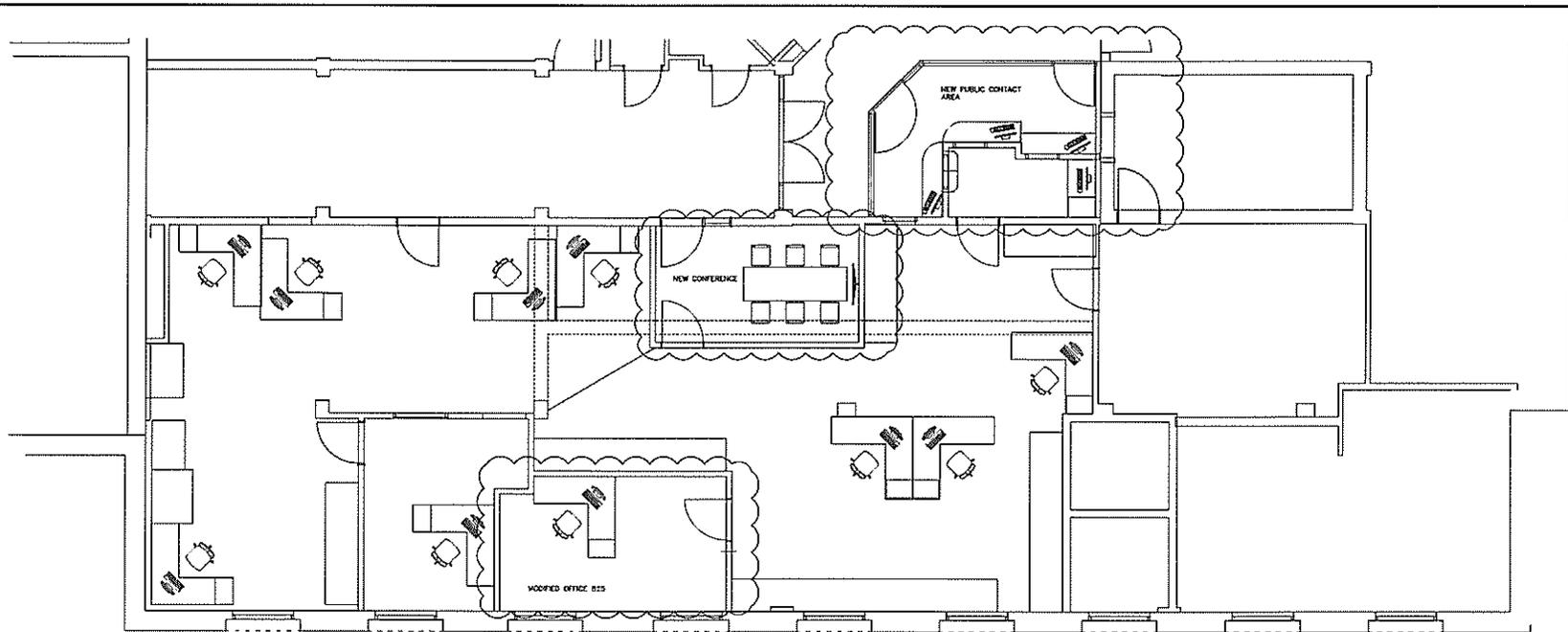


1
A104 DOORWAY TO LOBBY
SCALE: 3/4" = 1'-0"



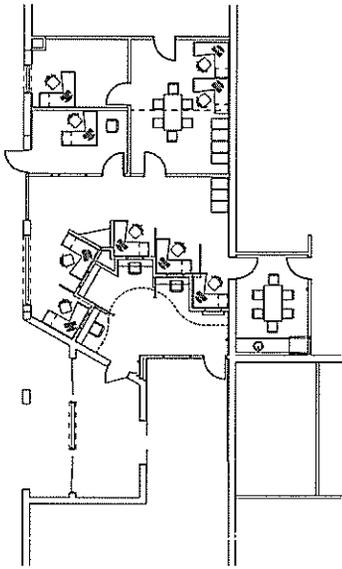
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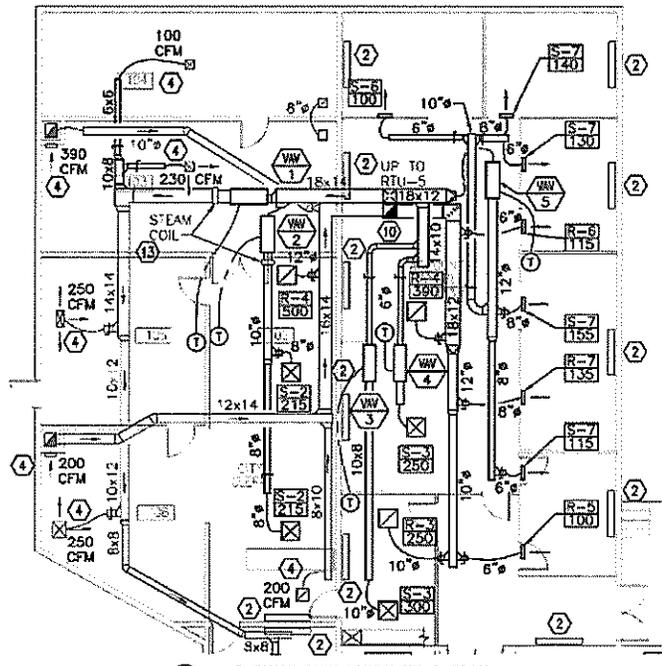
THIS AS-BUILT PLAN FROM 2011 SHOWS THE CURRENT LAYOUT OF THE ASSESSING DEPARTMENT. THE SCOPE OF THIS AREA IS TO RELOCATE THE EXISTING DUCTWORK FROM 8-8 TO PROVIDE AIR IN THE NEW CONFERENCE SPACE. EXISTING DUCTWORK FOR THE TWO OFFICES NOTED AS 8-8 FROM 8-8 WILL NEED TO BE ADJUSTED TO WORK WITHIN THE NEW ROP. THE SUPPLY AND RETURN AIR DUCTWORK FROM 8-11 WILL BE MOVED TO ACCOMMODATE A NEW PUBLIC CONTACT AREA IN THE LOBBY.

INITIAL BID SET
 07/24/20



1 CITY CLERK HVAC PLAN
1/8"=1'-0"

THE AS-BUILT PLAN FROM 2011 SHOW THE CURRENT LAYOUT OF THE CITY CLERK'S AREA. THE INTENT IS TO SEPARATE ROOMS 104, 103 AND 102 FROM ROOMS 104 AND THE ENTRANCE LOBBY. PROVIDE A NEW VAV BOX, EQUAL TO VAV-5 IN THE SCHEDULE PROVIDED BELOW, WITH AN ELECTRIC RE-HEAT COIL. THIS WILL REQUIRE AN ADDITIONAL THERMOSTAT TO BE LOCATED IN ROOM 104 FOR CONTROL. THE THERMOSTAT WILL NEED TO BE TIED INTO THE BALANCED BOX CONTROL SYSTEM. THE NEW VAV BOX WILL CONNECT TO THE 10"X12" NOTED ON THE PLAN. VAV-1 WILL REQUIRE IC-BALANCING AND THE NEW VAV WILL NEED TO BE BALANCED AS WELL.



2 AS BUILT CITY CLERK HVAC PLAN
NTS

VARIABLE AIR VOLUME BOX SCHEDULE										
UNIT NO	CEILING CFM		UNIT APP @ MAX AIRFLOW (IN WC)	INLET DIA (IN)	ELEC REHEAT COIL (W)	ELECTRICAL DATA			MANUFACTURER AND MODEL (1,2)	NOTES
	MAX	MIN				VOLTS	PH	HZ		
VAV-1	1100	550	0.1	10	7,000	208	3	60	JOHNSON CONTROLS TSS-10	I
VAV-2	430	215	0.2	8	2,500	208	1	60	JOHNSON CONTROLS TSS-08	I
VAV-3	300	150	0.1	6	1,500	208	1	60	JOHNSON CONTROLS TSS-06	I
VAV-4	400	200	0.2	8	2,500	208	1	60	JOHNSON CONTROLS TSS-08	I
VAV-5	540	270	0.1	8	3,500	208	1	60	JOHNSON CONTROLS TSS-08	I

NOTES:
1. PROVIDE BACNET CONTROLS.

3 AS BUILT VAV SCHEDULE
NTS

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CITY CLERK
VAV ADDITION
AND DUCT
CHANGES

SCALE: 1/8"=1'-0"
Revisions:

date: 03/18/2025
proj. no.: 204 18193

INITIAL BID SET
07/24/23

M3

ELECTRIC WORK NOTES PERTAINING TO SCHEDULE OF MECHANICAL EQUIPMENT

1. REFER TO FLOOR PLANS FOR EXACT QUANTITIES OF ALL SCHEDULED EQUIPMENT. ALL SCHEDULED EQUIPMENT SHALL BE FURNISHED AND INSTALLED BY OTHERS, UNLESS NOTED OTHERWISE.
2. INSERT PLUG OF EQUIPMENT INTO RECEPTACLE.
3. EXTEND INDICATED POWER CIRCUIT AND CONNECT SAME TO THE LINE TERMINALS OF THE EQUIPMENT. WHEN THE SCHEDULED EQUIPMENT IS SUBJECT TO VIBRATION OR MOVEMENT, THE FINAL PORTION OF THE POWER FEED (NOT TO EXCEED 48" IN LENGTH) SHALL BE WITH FLEXIBLE METALLIC CONDUIT.
4. LEAVE SUITABLE SLACK ON WIRES FOR POWER CIRCUIT CONNECTION BY OTHERS. PROVIDE SUITABLE PLATE ON OUTLET BOX.
5. PROVIDE DISCONNECT MEANS AND CONNECTIONS AS REQUIRED TO INTERPOSE SAME BETWEEN TERMINATION OF BUILDING WIRING AND LINE TERMINALS OF UNIT -- TYPE OF DISCONNECT MEANS AND MOUNTING LOCATION TO BE IN ACCORDANCE WITH INSTRUCTION ISSUED BY THE MANUFACTURER OF THE UNIT.
6. PROVIDE CONTROL CIRCUIT RUN FROM EQUIPMENT STARTER TO ACTUATING DEVICE -- RUN TO CONTAIN AN ADEQUATE NUMBER OF WIRES FOR PROPER OPERATION.
7. EQUIPMENT IS PROVIDED WITH INTEGRAL DISCONNECT SWITCH WITHIN EQUIPMENT HOUSING.
8. EQUIPMENT IS PROVIDED WITH INTEGRAL STARTER AND ACTUATING DEVICE WITH OFF POSITION. PROVIDE NECESSARY POWER AND CONTROL WIRING FOR EQUIPMENT OPERATION.
9. INSTALL CONTROLLER FURNISHED SEPARATE FROM ELECTRIC WORK AS DIRECTED.
10. MOTOR IS PART OF FACTORY HIRED MULTIPLE MOTOR "SINGLE LINE CONNECTION" PACKAGE EQUIPMENT FURNISHED AND INSTALLED SEPARATE FROM ELECTRIC WORK COMPLETE WITH INTEGRAL MOTOR STARTERS. EXTEND INDICATED POWER CIRCUIT TO ONE SET OF LINE TERMINALS AS SHOWN ON THE DRAWINGS.
11. PROVIDE "HAND-OFF-AUTO" CONTROL IN STARTER COVER.
12. PROVIDE WIRING INDICATED ON DRAWINGS A REMOTE "START-STOP" STATION WITH PILOT LIGHT.
13. HVAC CONTRACTOR FURNISHES AND INSTALLS A TIME CLOCK FOR CONTROL OF MOTOR. ELECTRICAL CONTRACTOR WIRES THE CLOCK.
14. MAGNETIC MOTOR STARTER WITH "HAND" "OFF" "AUTO" CONTROL MOUNTED IN STARTER COVER, IS FURNISHED BY ELECTRICAL CONTRACTORS, INSTALLED AND WIRING BY ELECTRICAL CONTRACTOR.
15. EQUIPMENT IS PROVIDED WITH A CONTROL PANEL WITH INTEGRAL MOTOR STARTER AND OVERCURRENT DEVICE.
16. ELECTRICAL CONTRACTOR PROVIDES A DUPLEX MOTOR CONTROLLER WITH (2) NEMA ONE STARTERS, CIRCUIT BREAKER, OVERLOAD RELAYS, H-O-A CONTROLLER, PILOT LIGHTS, AUTOMATIC ALTERNATION CONTROLS IN A COMMON NEMA ONE ENCLOSURE.
17. MECHANICAL CONTRACTOR PROVIDES A VARIABLE FREQUENCY DRIVE FOR MOTOR COMPLETE WITH INTERNAL OVERCURRENT DEVICE.
18. EACH ITEM REFERRED TO THIS NOTE IS AN EXISTING UNIT OF MECHANICAL EQUIPMENT TO BE RELOCATED. REFER TO FLOOR PLAN FOR ADDITIONAL INFORMATION.
19. UNIT IS FURNISHED WITH INTEGRAL DISCONNECT AND 150/240V CONTROL TRANSFORMER. WIRING TO COMPONENTS PROVIDED BY THE ELECTRICAL CONTRACTOR.
20. MECHANICAL CONTRACTOR FURNISHES A VARIABLE FREQUENCY DRIVE. ELECTRICAL CONTRACTOR INSTALLS AND WIRES.
21. PROVIDE PILOT RELAY FOR EACH DESIGNATED MECHANICAL UNIT. RELAY TO INTERFACE WITH LOCAL AREA LIGHTING OCCUPANCY SENSOR TO DE-ACTIVATE MECHANICAL EQUIPMENT IN CONJUNCTION WITH DE-ACTIVATION OF LOCAL LIGHTING (TYPICAL).

ELECTRIC WORK NOTES PERTAINING TO SCHEDULE OF SPECIAL EQUIPMENT

1. REFER TO FLOOR PLANS FOR EXACT QUANTITIES OF ALL SCHEDULED EQUIPMENT. ALL SCHEDULED EQUIPMENT SHALL BE FURNISHED AND INSTALLED BY OTHERS, UNLESS NOTED OTHERWISE.
2. INSERT PLUG OF EQUIPMENT INTO RECEPTACLE.
3. EXTEND INDICATED POWER CIRCUIT AND CONNECT SAME TO THE LINE TERMINALS OF THE EQUIPMENT. WHEN THE SCHEDULED EQUIPMENT IS SUBJECT TO VIBRATION OR MOVEMENT, THE FINAL PORTION OF THE POWER FEED (NOT TO EXCEED 48" IN LENGTH) SHALL BE WITH FLEXIBLE METALLIC CONDUIT. WHEN THE SCHEDULED EQUIPMENT IS SUBJECT TO FORTUOUS THE FINAL PORTION OF THE POWER FEED SHALL BE WITH LIQUID-TITE FLEXIBLE CONDUIT.
4. LEAVE SUITABLE SLACK ON WIRES FOR POWER CIRCUIT CONNECTION BY OTHERS. PROVIDE SUITABLE PLATE ON OUTLET BOX.
5. PROVIDE DISCONNECTING MEANS AND CONNECTIONS AS REQUIRED TO INTERPOSE SAME BETWEEN TERMINATION OF BUILDING WIRING AND LINE TERMINALS OF UNIT -- TYPE OF DISCONNECTING MEANS AND MOUNTING LOCATION TO BE IN ACCORDANCE WITH INSTRUCTION ISSUED BY THE MANUFACTURER OF THE UNIT.
6. PROVIDE CONTROL CIRCUIT RUN FROM EQUIPMENT STARTER TO ACTUATING DEVICE -- RUN TO CONTAIN AN ADEQUATE NUMBER OF WIRES FOR PROPER OPERATION.
7. EXTEND INDICATED POWER CIRCUIT AND CONNECT TO ILLUMINATED SIGNAGE FURNISHED AND INSTALLED BY OTHERS, HIRED BY ELECTRICAL CONTRACTOR.
8. EQUIPMENT IS PROVIDED WITH UNIT MOUNTED CONTROL PANEL WITH INTEGRAL STARTERS & CONTROLLERS PROVIDE NECESSARY POWER & CONTROL WIRING FOR EQUIPMENT OPERATION.
9. PROVIDE APPROPRIATE NEMA THIST LOCK OUTLET AS REQUIRED BY EQUIPMENT MANUFACTURER.
10. PROVIDE CIRCUIT BREAKER AS INDICATED FOR LOCAL SHUTOFF.
11. COORDINATE EXACT LOCATION OF POWER FEED ENTRANCE TO EQUIPMENT WITH EQUIPMENT MANUFACTURER. UTILIZE MANUFACTURER'S CASE MOUNTED ELECTRICAL RACEWAYS TO EXTEND WIRING BETWEEN INTERCONNECTED PIECES OF EQUIPMENT.
12. PROVIDE EQUIPMENT ELECTRICAL CORD & PLUGS RECOMMENDED BY THE EQUIPMENT MANUFACTURER.
13. PROVIDE ELECTRICAL WORK AS PER DETAIL ON DRAWING E-7.
14. COORDINATE EXACT LOCATION AND MOUNTING HEIGHT OF WIRING DEVICE WITH EQUIPMENT VENDOR AND GENERAL CONTRACTOR PRIOR TO ROUGHING IN OUTLET BOX FOR DEVICE.
15. EQUIPMENT IS FED VIA OVERHEAD CORD DROP REFER TO DRAWING E-13 FOR CORD DROP DETAIL.

SCHEDULE OF SPECIAL EQUIPMENT

ITEM	EQUIPMENT DESIGNATION	ELECTRICAL RATING						ELECTRICAL WORK REQUIRED			
		KVA	KVA	HP	AMPS	VOLTS	PHASE	WIRING	GROUNDING	TESTING	INSULATION
1	HALL ITD FLAT PANEL TV	-	-	-	0.8	120	1	2	1	2	14
2	POWER ASSIST DOOR	3	-	-	-	120	1	2	1	2	14
3	REAGH-N REFRIGERATOR	-	-	-	7.8	120	1	2	1	2	14
4	MICROWAVE	-	-	-	1.1	120	1	2	1	2	14
5	COMPUTER STATION	-	-	-	1.0	120	1	2	1	2	14

SCHEDULE OF MECHANICAL EQUIPMENT

ITEM	EQUIPMENT DESIGNATION	ELECTRICAL RATING				ELECTRICAL WORK REQUIRED			
		HP	AMPS	KVA	VOLTS/PHASE	WIRING	GROUNDING	TESTING	INSULATION
1	HEAT PUMP	-	0.8	-	208	1	1	2	14
2	HEAT PUMP	-	1.1	-	208	1	1	2	14
3	HEAT PUMP	-	1.2	-	208	1	1	2	14
4	VAV BOX	-	-	-	120	1	1	2	14

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SCHEDULES AND NOTES

Item	Description	Date

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checked: RFG/WH
scale: N.T.S.
date: 7/23/20
202140

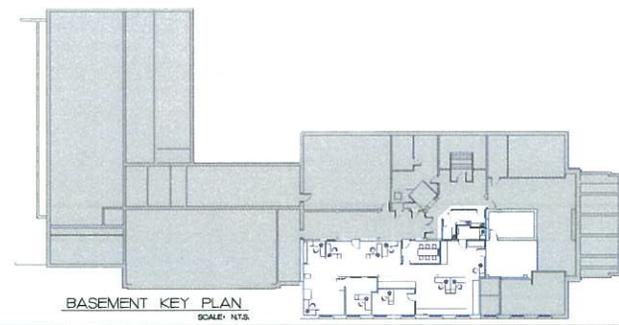
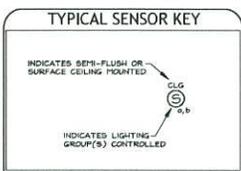
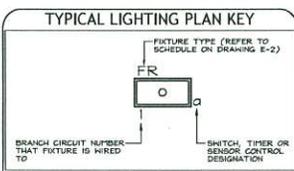
proj. no.: 2020-049

E103



- ### LIGHTING PLAN NOTES
1. ALL EXISTING LIGHTING, SWITCHING AND ASSOCIATED BRANCH CIRCUITRY, IN THIS ROOM OR AREA, SHALL REMAIN UNLESS SPECIFICALLY NOTED OTHERWISE.
 2. ALL EXISTING LIGHTING SWITCHING AND ASSOCIATED BRANCH CIRCUITRY, IN THIS ROOM OR AREA, SHALL BE REMOVED UNLESS SPECIFICALLY NOTED OTHERWISE.
 3. SEE ARCHITECTURAL PLANS AND ELEVATIONS FOR MOUNTING HEIGHTS AND EXACT LOCATIONS.
 4. COORDINATE LOCATION AND AIMING OF FIXTURES WITH DRAWINGS AND DETAILS BEFORE INSTALLING.
 5. REFER TO NOTES ON BRANCH CIRCUIT SIZING ON DRAWING E03.
 6. PROVIDE HOMERUN TO NEW 20A-1P CIRCUIT BREAKER IN PANELBOARD DESIGNATED.
 7. WIRING AND CONDUIT SHALL BE REQUIRED BETWEEN ALL LIGHTING FIXTURES AND SWITCHING AS PER CIRCUIT NUMBERS AND SWITCH GROUPS INDICATED.
 8. ALTHOUGH NOT ALL BRANCH CIRCUIT WIRING IS SHOWN ON THESE PLANS, IT IS THE INTENT OF THESE DRAWINGS, THAT A COMPLETE BRANCH WIRING SYSTEM SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE SPECIFICATION.
 9. REFER TO TYPICAL MULTIPLE OCCUPANCY SENSOR WIRING DIAGRAM ON DRAWING E-1.
 10. EMERGENCY BATTERY UNITS SHALL BE CIRCUITED TO THE LOCAL LIGHTING CIRCUIT AHEAD OF ANY LOCAL SWITCHING, RELAYS, OR CONTROLS.
 11. ALL EXIT SIGNS SHALL BE WIRED TO THE AREA 120V EMERGENCY LIGHTING CIRCUIT AHEAD OF ANY LOCAL SWITCHING, RELAYS, OR CONTROLS. ALL NEW EXIT SIGN SHALL BE STANDARD TYPE FOR BUILDING.
 12. TIE INTO EXISTING ROOM LIGHTING CIRCUIT.
 13. TIE INTO EXISTING AREA NORMAL LIGHTING CIRCUIT.
 14. PROVIDE DECORATIVE ROCKER SWITCHES TO MATCH DIMMER SWITCHES.
 15. ALL DIMMER AND ROCKER SWITCHES SHALL BE MOUNTED UNDER A COMMON FACEPLATE.

INDICATES AREA NOT IN CONTRACT. ALL EXISTING CIRCUITS FOR THIS AREA TO REMAIN AND SHALL NOT BE INTERRUPTED.



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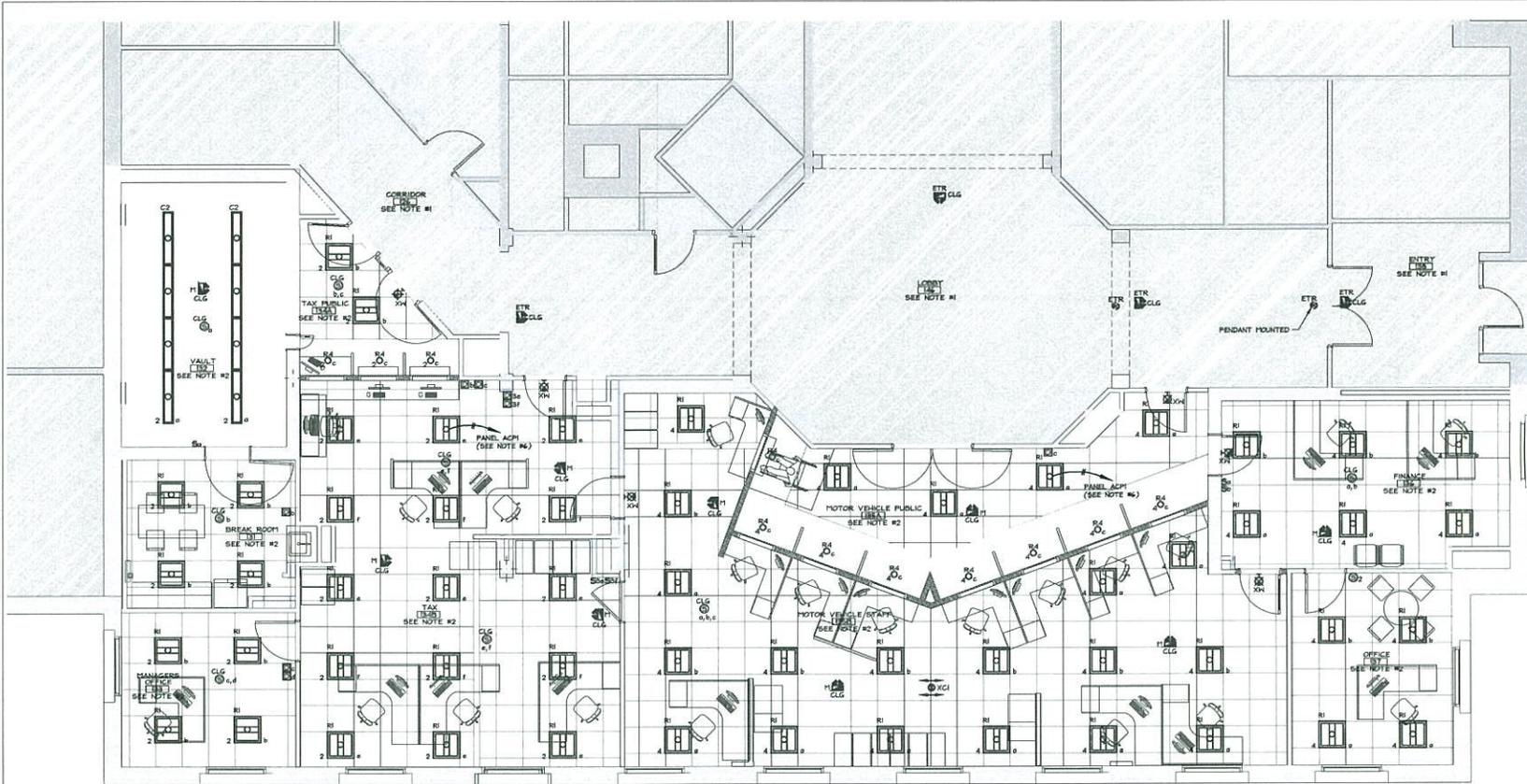
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LIGHTING PLAN - ASSESSING PART PLAN

Issue	Description	Date

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checked: RFG/JH
scale: 1/8" = 1'-0"
date: 7/23/20
229140
proj. no.: 2020-049

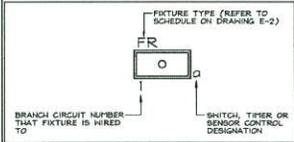
E201



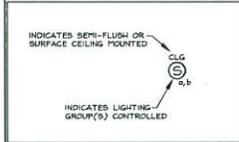
LIGHTING PLAN NOTES

1. ALL EXISTING LIGHTING, SWITCHING AND ASSOCIATED BRANCH CIRCUITRY, IN THIS ROOM OR AREA, SHALL REMAIN UNLESS SPECIFICALLY NOTED OTHERWISE.
2. ALL EXISTING LIGHTING SWITCHING AND ASSOCIATED BRANCH CIRCUITRY, IN THIS ROOM OR AREA, SHALL BE REMOVED UNLESS SPECIFICALLY NOTED OTHERWISE.
3. SEE ARCHITECTURAL PLANS AND ELEVATIONS FOR MOUNTING HEIGHTS AND EXACT LOCATIONS.
4. COORDINATE LOCATION AND AIMING OF FIXTURES WITH DRAWINGS AND DETAILS BEFORE INSTALLING.
5. REFER TO NOTES ON BRANCH CIRCUIT SIZING ON DRAWING E01.
6. PROVIDE HOMERUN TO NEW 20A-1P CIRCUIT BREAKER IN PANELBOARD DESIGNATED.
7. WIRING AND CONDUIT SHALL BE REQUIRED BETWEEN ALL LIGHTING FIXTURES AND SWITCHING AS PER CIRCUIT NUMBER'S AND SWITCH GROUPS INDICATED.
8. ALTHOUGH NOT ALL BRANCH CIRCUIT WIRING IS SHOWN ON THESE PLANS, IT IS THE INTENT OF THESE DRAWINGS, THAT A COMPLETE BRANCH WIRING SYSTEM SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE SPECIFICATION.
9. REFER TO TYPICAL MULTIPLE OCCUPANCY SENSOR WIRING DIAGRAM ON DRAWING E01.
10. EMERGENCY BATTERY UNITS SHALL BE CIRCUITED TO THE LOCAL LIGHTING CIRCUIT AHEAD OF ANY LOCAL SWITCHING, RELAYS, OR CONTROLS.
11. ALL EXIT SIGNS SHALL BE WIRED TO THE AREA 120V EMERGENCY LIGHTING CIRCUIT AHEAD OF ANY LOCAL SWITCHING, RELAYS, OR CONTROLS. ALL NEW EXIT SIGN SHALL BE STANDARD TYPE FOR BUILDING.
12. TIE INTO EXISTING ROOM LIGHTING CIRCUIT.
13. TIE INTO EXISTING AREA NORMAL LIGHTING CIRCUIT.
14. PROVIDE DECORATIVE ROCKER SWITCHES TO MATCH DIMMER SWITCHES.
15. ALL DIMMER AND ROCKER SWITCHES SHALL BE MOUNTED UNDER A COMMON FACEPLATE.

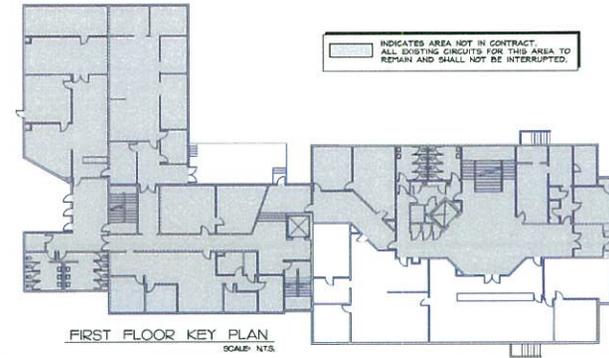
TYPICAL LIGHTING PLAN KEY



TYPICAL SENSOR KEY



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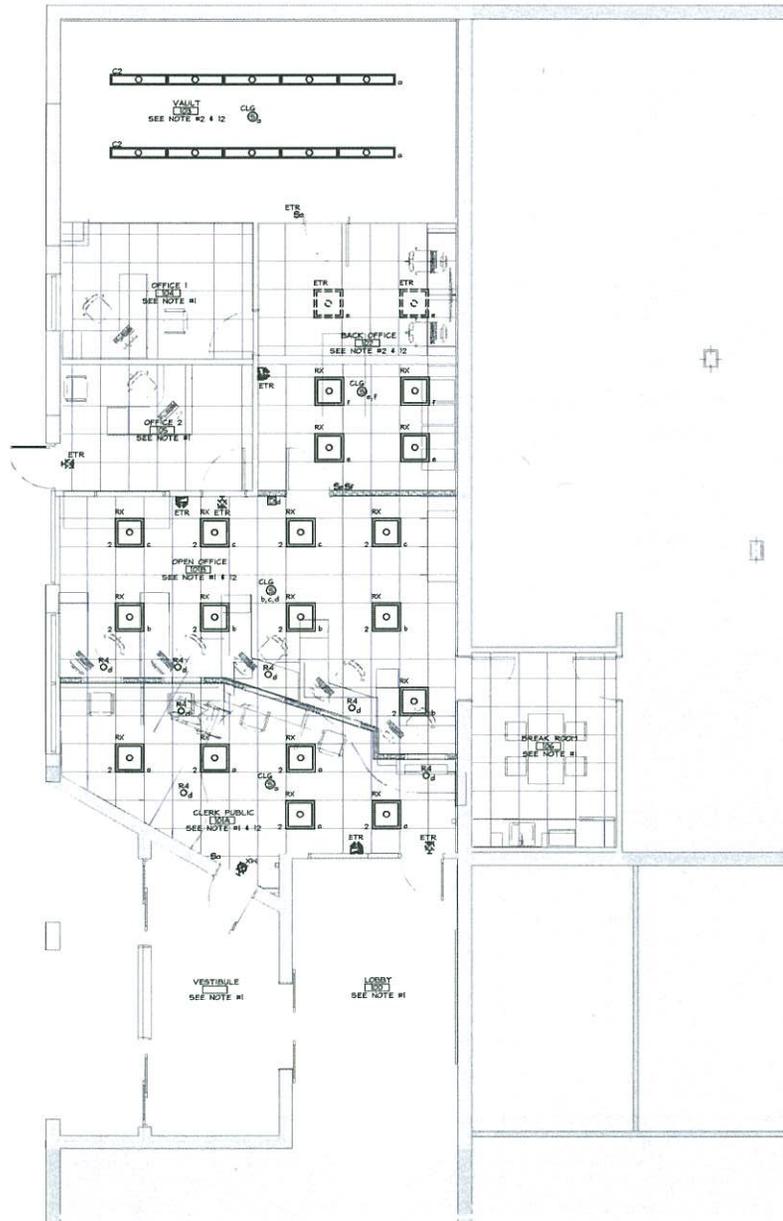
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LIGHTING PLAN - MOTOR VEHICLE PUBLIC PLAN

Issue	Description	Date

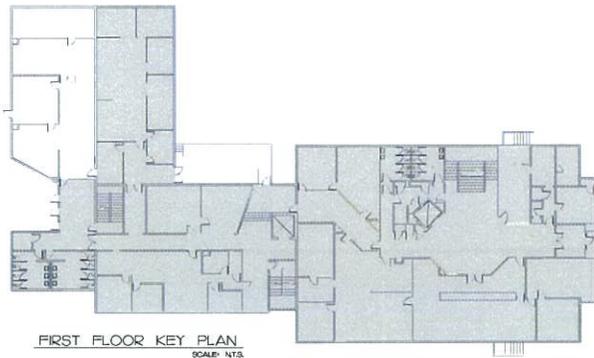
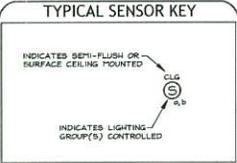
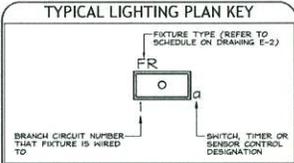
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checked: RFG/NI
scale: 1/4" = 1'-0"
date: 7/23/20
2019

proj. no.: 2020-049



INDICATES AREA NOT IN CONTRACT.
ALL EXISTING CIRCUITS FOR THIS AREA TO
REMAIN AND SHALL NOT BE INTERRUPTED.

- ### LIGHTING PLAN NOTES
1. ALL EXISTING LIGHTING, SWITCHING AND ASSOCIATED BRANCH CIRCUITRY, IN THIS ROOM OR AREA, SHALL REMAIN UNLESS SPECIFICALLY NOTED OTHERWISE.
 2. ALL EXISTING LIGHTING SWITCHING AND ASSOCIATED BRANCH CIRCUITRY, IN THIS ROOM OR AREA, SHALL BE REMOVED UNLESS SPECIFICALLY NOTED OTHERWISE.
 3. SEE ARCHITECTURAL PLANS AND ELEVATIONS FOR MOUNTING HEIGHTS AND EXACT LOCATIONS.
 4. COORDINATE LOCATION AND AIMING OF FIXTURES WITH DRAWINGS AND DETAILS BEFORE INSTALLING.
 5. REFER TO NOTES ON BRANCH CIRCUIT SIZING ON DRAWING E01.
 6. PROVIDE HOMERUN TO NEW 20A-1P CIRCUIT BREAKER IN PANELBOARD DESIGNATED.
 7. WIRING AND CONDUIT SHALL BE REQUIRED BETWEEN ALL LIGHTING FIXTURES AND SWITCHING AS PER CIRCUIT NUMBERS AND SWITCH GROUPS INDICATED.
 8. ALTHOUGH NOT ALL BRANCH CIRCUIT WIRING IS SHOWN ON THESE PLANS, IT IS THE INTENT OF THESE DRAWINGS, THAT A COMPLETE BRANCH WIRING SYSTEM SHALL BE FURNISHED AND INSTALLED IN ACCORDANCE WITH THE SPECIFICATION.
 9. REFER TO TYPICAL MULTIPLE OCCUPANCY SENSOR WIRING DIAGRAM ON DRAWING E6-1.
 10. EMERGENCY BATTERY UNITS SHALL BE CIRCUITED TO THE LOCAL LIGHTING CIRCUIT AHEAD OF ANY LOCAL SWITCHING, RELAYS, OR CONTROLS.
 11. ALL EXIT SIGNS SHALL BE WIRED TO THE AREA (OV) EMERGENCY LIGHTING CIRCUIT AHEAD OF ANY LOCAL SWITCHING, RELAYS, OR CONTROLS. ALL NEW EXIT SIGNS SHALL BE STANDARD TYPE FOR BUILDING.
 12. Tie INTO EXISTING ROOM LIGHTING CIRCUIT.
 13. Tie INTO EXISTING AREA NORMAL LIGHTING CIRCUIT.
 14. PROVIDE DECORATIVE ROCKER SWITCHES TO MATCH DIMMER SWITCHES.
 15. ALL DIMMER AND ROCKER SWITCHES SHALL BE MOUNTED UNDER A COMMON FACEPLATE.



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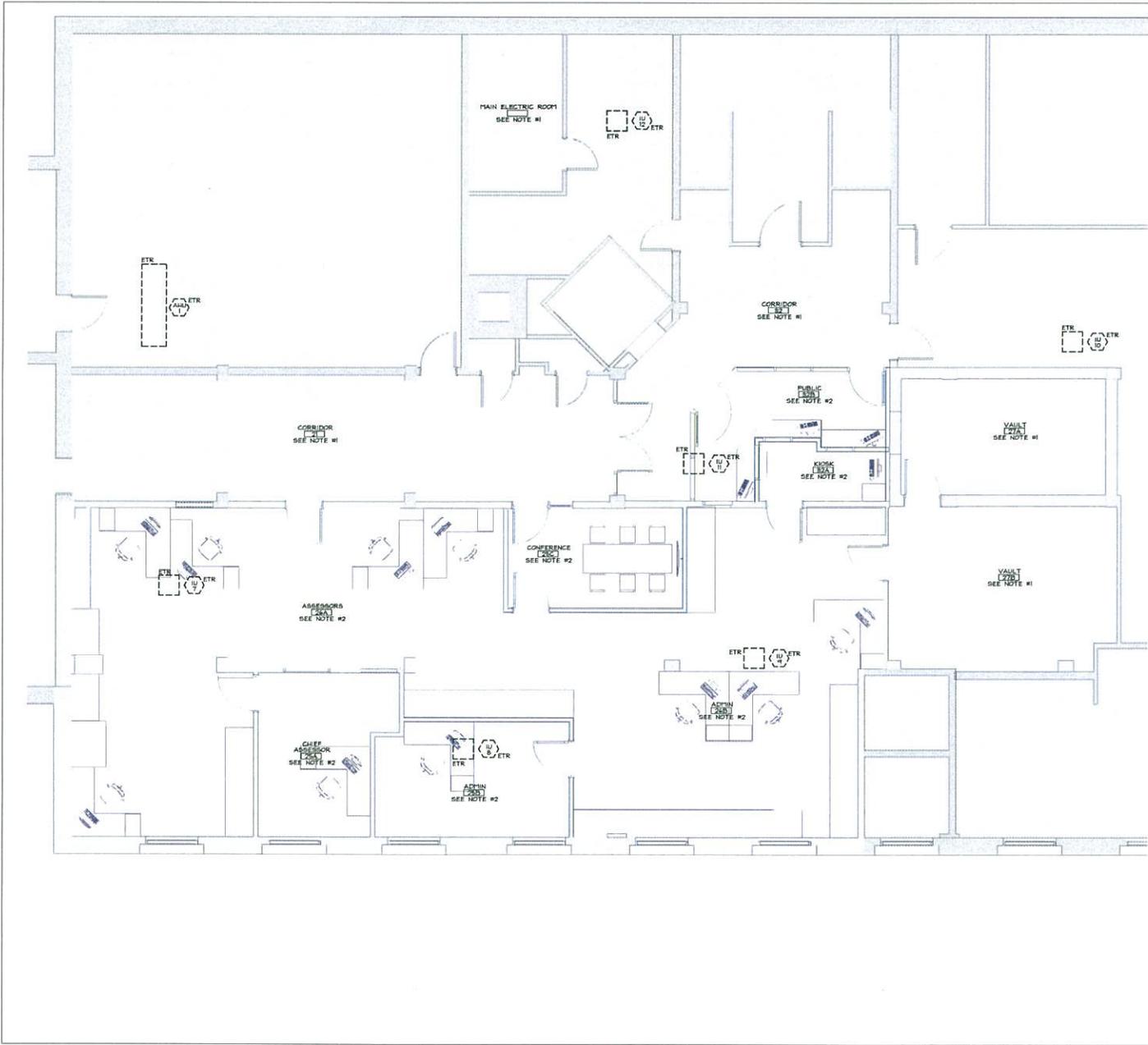
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LIGHTING PLAN - CITY CLERK PART PLAN

Issue	Description	Date

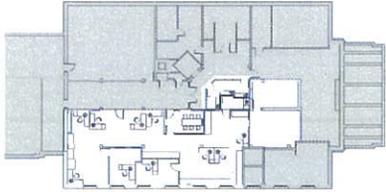
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checked: RFG/DH
scale: 1/4"=1'-0"
date: 7/23/20
2020196
proj. no.: 2020-049

E203



NOTE:
REFER TO MECHANICAL AND PLUMBING DRAWINGS FOR
EQUIPMENT LOCATIONS, WIRING REQUIREMENTS, WIRE SIZES,
CONDUIT SIZES, OVERCURRENT PROTECTION, ETC.

INDICATES AREA NOT IN CONTRACT.
ALL EXISTING CIRCUITS FOR THIS AREA TO
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BASEMENT KEY PLAN
SCALE: NTA

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MECHANICAL POWER
PLAN - ASSESSING
PART PLAN

Issue	Description	Date

drawn: SLS
checked: RFG/NTA
scale: 1/4" = 1'-0"
date: 7/23/20
220149

proj. no.: 2020-049

E302



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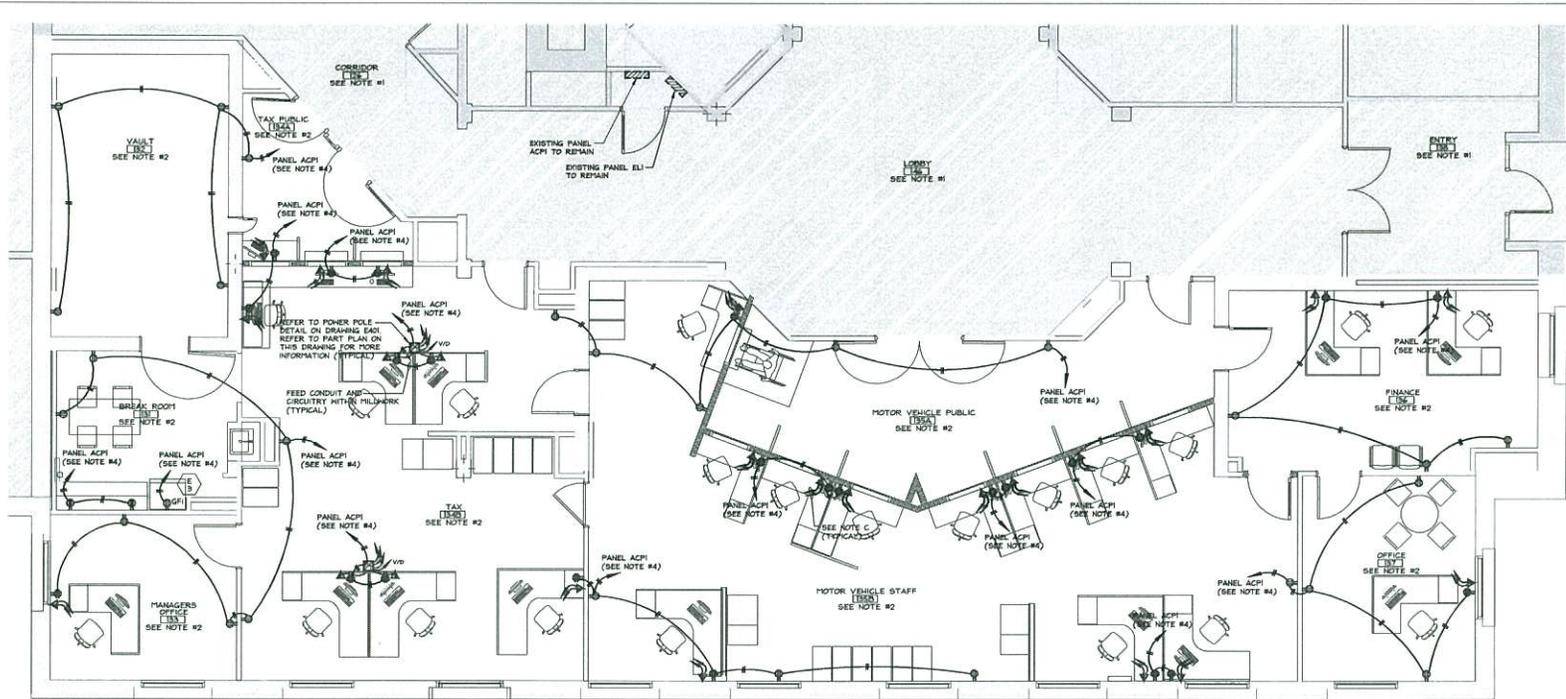
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POWER PLAN -
MOTOR VEHICLE
PART PLAN

Issue	Description	Date

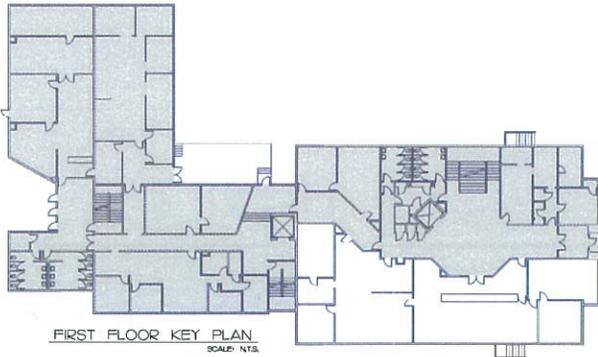
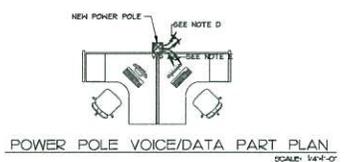
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220149

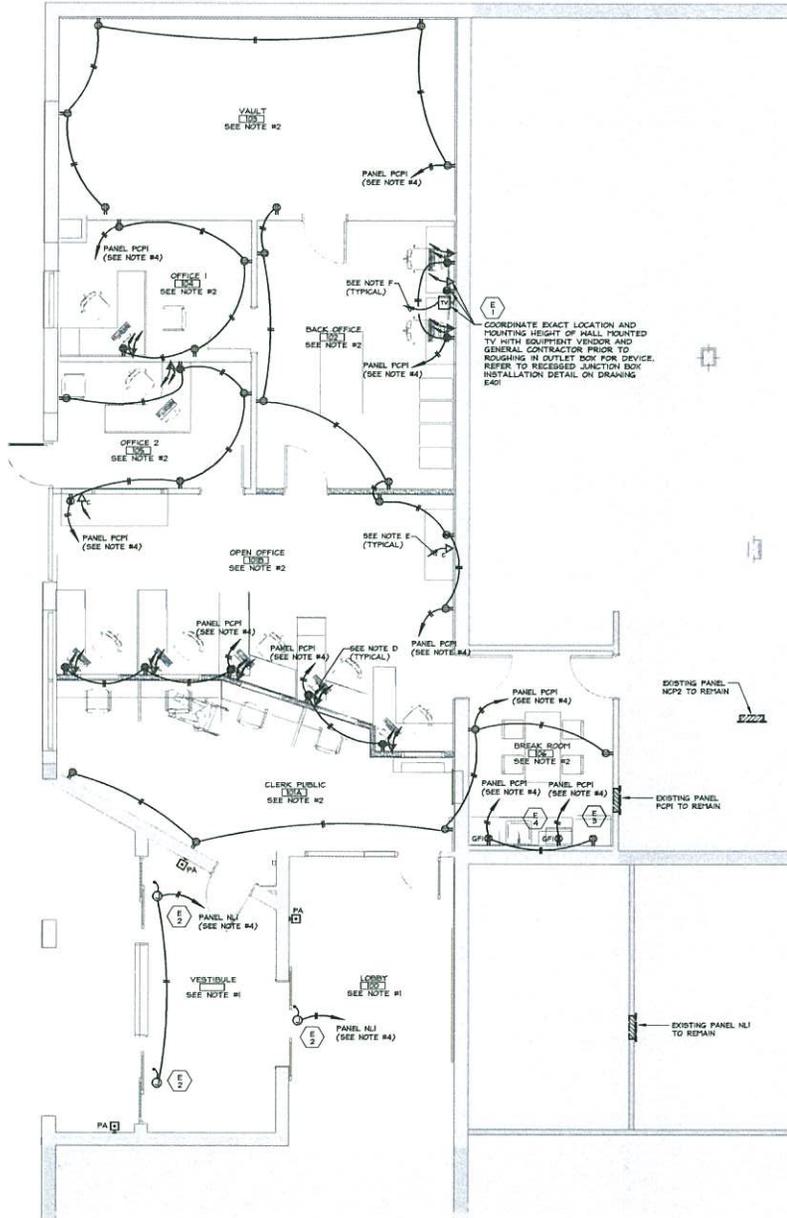
proj. no.: 2020-049
E303



- ### POWER PLAN NOTES
1. ALL EXISTING WIRING DEVICES, ELECTRICAL EQUIPMENT, ETC. AND ASSOCIATED CIRCUITRY IN THIS ROOF OR AREA SHALL REMAIN UNLESS SPECIFICALLY NOTED OTHERWISE.
 2. ALL EXISTING WIRING DEVICES, ELECTRICAL EQUIPMENT, ETC. AND ASSOCIATED CIRCUITRY IN THIS ROOF OR AREA SHALL BE REMOVED UNLESS SPECIFICALLY NOTED OTHERWISE.
 3. PROVIDE INDIVIDUAL NEUTRAL CONDUCTORS WITH EACH 120V RECEPTACLE CIRCUIT.
 4. PROVIDE MOTORIAN TO NEW 20A-1P C/B INSTALLED IN AVAILABLE SPACE IN PANELBOARD DESIGNATED.
 5. PROVIDE MOTORIAN TO NEW CIRCUIT BREAKER IN AVAILABLE SPACE IN PANELBOARD DESIGNATED.
 6. PROVIDE 3/4" R.S. CONDUIT (WITH POWER CIRCUITRY AS INDICATED) FROM FLOOR BOX TO NEAREST HALL IN FLOOR SLAB CUTOUT BY THE GENERAL CONTRACTOR.
 7. PROVIDE 1" R.S. CONDUIT (WITH NYLON PULL WIRE) FROM FLOOR BOX TO NEAREST HALL IN FLOOR SLAB CUTOUT PROVIDED BY THE GENERAL CONTRACTOR.
 8. RISE UP CONCEALED IN HALL CONSTRUCTION AND EXTEND CONDUIT INTO SUSPENDED ACQUISITIONAL CEILING PLUMB.
 9. RISE UP CONCEALED IN HALL CONSTRUCTION AND EXTEND CONDUIT INTO FLUSH MOUNTED JUNCTION BOX MOUNTED BEHIND FLAT PANEL TV.
 10. MAINTAIN EXISTING BRANCH CIRCUITS OUTSIDE OF RENOVATED AREAS.
 11. HOLES OR OPENINGS LEFT BY THE REMOVAL OF EXISTING POKE-THRU DEVICES SHALL BE FIRE SEALED, FILLED AND GRINDED TO A SMOOTH FINISH BY THE GENERAL CONTRACTOR.
 12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR BANCUTTING THE EXISTING CONCRETE FLOOR SO THAT THE ELECTRICAL CONTRACTOR MAY INSTALL ALL FLOOR MOUNTED BOXES, DEVICES, ETC. THE GENERAL CONTRACTOR SHALL ALSO PATCH, REPAIR AND RETURN THE FLOOR SURFACE TO ITS NATURAL CONDITION.
 13. EACH ITEM REFERRED TO THIS NOTE IS AN EXISTING WIRING DEVICE TO BE RELOCATED (ALONG WITH ITS ASSOCIATED BRANCH CIRCUITRY) TO THE LOCATION INDICATED.
 14. EACH ITEM REFERRED TO THIS NOTE IS AN EXISTING UNIT OF MECHANICAL EQUIPMENT TO BE RELOCATED (ALONG WITH ITS ASSOCIATED POWER CIRCUITRY) TO THE LOCATION INDICATED.
 15. CONNECT TO EXISTING RECEPTACLE CIRCUIT.
 16. REPLACE EXISTING IVORY WIRING DEVICES WITH NEW WHITE DEVICE WITH WHITE HALL PLATES.
 17. EACH ITEM REFERRED TO THIS NOTE IS AN EXISTING UNIT OF MECHANICAL EQUIPMENT TO BE ELECTRICALLY DISCONNECTED BY THE ELECTRICAL CONTRACTOR, AND REMOVED BY THE MECHANICAL CONTRACTOR. THE ELECTRICAL CONTRACTOR SHALL REMOVE THE MECHANICAL EQUIPMENT BRANCH CIRCUITRY OR FEEDER BACK TO ITS POINT OF SUPPLY, AND SHALL REMOVE AND DISCARD ALL UNIT CONTROLLERS AND/OR SAFETY SWITCHES.
 18. ALL WIRING REQUIREMENTS, WIRE SIZES, CONDUIT SIZES, OVERCURRENT PROTECTION, ETC. SHALL BE CONFIRMED WITH THE EQUIPMENT MANUFACTURER.

- ### TELECOMMUNICATIONS PLAN NOTES
- A. PROVIDE FIRE HALL PENETRATION SEALS WHERE TELECOM RACKS/PANES PENETRATE FIRE RATED WALLS, CEILINGS OR SPOKE PARTITIONS.
 - B. THE ELECTRICAL CONTRACTOR SHALL COORDINATE THE TELECOMMUNICATIONS AND INFORMATION TECHNOLOGY REQUIREMENTS WITH THE OWNER/TENANT PRIOR TO COMMENSING WORK.
 - C. CABLING SCHEDULE: 7 VOICE/DATA OUTLET, ONE 4 PAIR #24 AWG UNSHIELDED THREADED PAIR COPPER, UL CAT 5e PLENUM RATED CABLE FOR TELEPHONE (PROVIDED BY THE ELECTRICAL CONTRACTOR) AND ONE 4 PAIR #24 AWG UNSHIELDED THREADED PAIR COPPER, UL CAT 5e, PLENUM RATED CABLE FOR DATA (PROVIDED BY THE ELECTRICAL CONTRACTOR).
 - D. CABLING SCHEDULE: 7 VOICE OUTLET, ONE 4 PAIR #24 AWG UNSHIELDED THREADED PAIR COPPER, UL CAT 5e PLENUM RATED PROVIDED BY THE ELECTRICAL CONTRACTOR.
 - E. CABLING SCHEDULE: 7 DATA OUTLET, ONE 4 PAIR #24 AWG UNSHIELDED THREADED PAIR COPPER, UL CAT 5e PLENUM RATED PROVIDED BY THE ELECTRICAL CONTRACTOR.
 - F. CABLING SCHEDULE: 7 CATV OUTLET, ONE 75 OHM COAXIAL CABLE, PLENUM RATED RG-6 PROVIDED BY THE ELECTRICAL CONTRACTOR.
 - G. CABLING SCHEDULE: 7 AUDIO/VISUAL OUTLET, ONE HIGH-SPEED HDMI CABLE PLENUM RATED PROVIDED BY THE ELECTRICAL CONTRACTOR. LEAVE 2" FOR BREAK ON EACH END.
 - H. PROVIDE HALL (JACK) OUTLETS AT EACH CATV, DATA, TELEPHONE OR VOICE / DATA, AUDIO/VISUAL (AV) OUTLET AS PER TENANT REQUIREMENTS. OUTLETS SHALL BE RJ45 FOR VOICE, RJ45 FOR DATA, AND "T" CONNECTOR FOR CATV. LOW HEIGHT PARTITION SYSTEM DEVICES SHALL BE PROVIDED BY THE PARTITION SYSTEM MANUFACTURER. ALL OTHER HALL DEVICES SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR.
 - I. THE TENANT SHALL IDENTIFY WHICH PATCH PANEL THE DATA CABLES SHALL BE BROUGHT TO. THE INFORMATION TECHNOLOGY SUBCONTRACTOR SHALL PUNCH DOWN ALL DATA CABLING AT THE PATCH PANEL AND AT THE REPORTED OUTLETS IN ACCORDANCE WITH TENANT STANDARDS AND APPLICABLE INDUSTRY STANDARDS.
 - J. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL TELECOMMUNICATIONS CABLING, OUTLETS, PUNCH DOWN BLOCKS, CABLE TRUNKS, ETC. TO COMPLETE THE INSTALLATION OF THE TELEPHONE SYSTEM.
 - K. DAISY CHAIN WIRING OF DEVICES IS NOT ALLOWED. ALL WIRING DEVICES SHALL BE CIRCUITED IN A STAR WIRING CONFIGURATION.

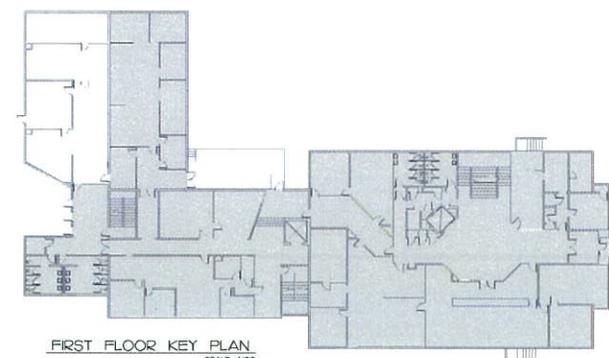




- ### TELECOMMUNICATIONS PLAN NOTES
- A. PROVIDE FIRE WALL PENETRATION SEALS WHERE TELECOM RACKWAYS PENETRATE FIRE RATED WALLS, CEILING OR SMOKE PARTITIONS.
 - B. THE ELECTRICAL CONTRACTOR SHALL COORDINATE THE TELECOMMUNICATIONS AND INFORMATION TECHNOLOGY REQUIREMENTS WITH THE OWNER/TENANT PRIOR TO COMMENCING WORK.
 - C. CABLING SCHEDULE 9 VOICE/DATA OUTLET, ONE 4 PAIR #24 AWG UNSHIELDED TWISTED PAIR COPPER, UL CAT 5e PLENUM RATED CABLE FOR TELEPHONE (PROVIDED BY THE ELECTRICAL CONTRACTOR) AND ONE 4 PAIR #24 AWG UNSHIELDED TWISTED PAIR COPPER, UL CAT 5e, PLENUM RATED CABLE FOR DATA (PROVIDED BY THE ELECTRICAL CONTRACTOR).
 - D. CABLING SCHEDULE 9 VOICE OUTLET, ONE 4 PAIR #24 AWG UNSHIELDED TWISTED PAIR COPPER, UL CAT 5e PLENUM RATED PROVIDED BY THE ELECTRICAL CONTRACTOR.
 - E. CABLING SCHEDULE 17 DATA OUTLET, ONE 4 PAIR #24 AWG UNSHIELDED TWISTED PAIR COPPER, UL CAT 5e PLENUM RATED PROVIDED BY THE ELECTRICAL CONTRACTOR.
 - F. CABLING SCHEDULE 18 CATV OUTLET, ONE TS 50M COAXIAL CABLE, PLENUM RATED RG-6 PROVIDED BY THE ELECTRICAL CONTRACTOR.
 - G. CABLING SCHEDULE 19 AUDIO/VISUAL OUTLET, ONE HIGH-SPEED HDMI CABLE PLENUM RATED PROVIDED BY THE ELECTRICAL CONTRACTOR. LEAVE 6"-8" OF SLACK ON EACH END.
 - H. PROVIDE HALL (JACK) OUTLETS AT EACH CATV, DATA, TELEPHONE OR VOICE / DATA, AUDIO/VISUAL (HDMI) OUTLET AS PER TENANT REQUIREMENTS. OUTLETS SHALL BE RJ45 FOR VOICE, RJ45 FOR DATA, AND "M" CONNECTOR FOR CATV. LOW HEIGHT PARTITION SYSTEM DEVICES SHALL BE PROVIDED BY THE PARTITION SYSTEM MANUFACTURER. ALL OTHER HALL DEVICES SHALL BE PROVIDED BY THE ELECTRICAL CONTRACTOR.
 - I. THE ELECTRICAL CONTRACTOR SHALL PROVIDE ALL TELECOMMUNICATIONS CABLING, OUTLETS, PUNCH DOWN BLOCKS, CABLE TRUNKS, ETC. TO COMPLETE THE INSTALLATION OF THE TELEPHONE SYSTEM.
 - J. DAISY CHAIN WIRING OF DEVICES IS NOT ALLOWED. ALL WIRING DEVICES SHALL BE CIRCUITED IN A STAR WIRING CONFIGURATION.

- ### POWER PLAN NOTES
1. ALL EXISTING WIRING DEVICES, ELECTRICAL EQUIPMENT, ETC. AND ASSOCIATED CIRCUITRY IN THIS ROOM OR AREA SHALL REMAIN UNLESS SPECIFICALLY NOTED OTHERWISE.
 2. ALL EXISTING WIRING DEVICES, ELECTRICAL EQUIPMENT, ETC. AND ASSOCIATED CIRCUITRY IN THIS ROOM OR AREA SHALL BE REMOVED UNLESS SPECIFICALLY NOTED OTHERWISE.
 3. PROVIDE INDIVIDUAL NEUTRAL CONDUCTORS WITH EACH 120V RECEPTACLE CIRCUIT.
 4. PROVIDE HOMERUN TO NEW 20A-1P C/B INSTALLED IN AVAILABLE SPACE IN PANELBOARD DESIGNATED.
 5. PROVIDE HOMERUN TO NEW CIRCUIT BREAKER IN AVAILABLE SPACE IN PANELBOARD DESIGNATED.
 6. PROVIDE 3/4" R.S. CONDUIT (WITH POWER CIRCUITRY AS INDICATED) FROM FLOOR BOX TO NEAREST HALL IN FLOOR SLAB CUTOUT BY THE GENERAL CONTRACTOR.
 7. PROVIDE 1" R.S. CONDUIT (WITH NITLON PULL WIRE) FROM FLOOR BOX TO NEAREST HALL IN FLOOR SLAB CUTOUT PROVIDED BY THE GENERAL CONTRACTOR.
 8. RISE UP CONCEALED IN WALL CONSTRUCTION AND EXTEND CONDUIT INTO SUSPENDED ACOUSTICAL CEILING PLENUM.
 9. RISE UP CONCEALED IN WALL CONSTRUCTION AND EXTEND CONDUIT INTO FLUSH MOUNTED JUNCTION BOX MOUNTED BEHIND FLAT PANEL TV.
 10. MAINTAIN EXISTING BRANCH CIRCUITS OUTSIDE OF RENOVATED AREAS.
 11. HOLES OR OPENINGS LEFT BY THE REMOVAL OF EXISTING POKE-THRU DEVICES SHALL BE FIRE SEALED, FILLED AND GRINDED TO A SMOOTH FINISH BY THE GENERAL CONTRACTOR.
 12. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR SANDGUTTING THE EXISTING CONCRETE FLOOR SO THAT THE ELECTRICAL CONTRACTOR MAY INSTALL ALL FLOOR MOUNTED BOXES, DEVICES, ETC. THE GENERAL CONTRACTOR SHALL ALSO PATCH, REPAIR AND RETURN THE FLOOR SURFACE TO ITS NATURAL CONDITION.
 13. REPLACE EXISTING IVORY WIRING DEVICES WITH NEW WHITE DEVICE WITH WHITE WALL PLATES.
 14. ALL WIRING REQUIREMENTS, WIRE SIZES, CONDUIT SIZES, OVERCURRENT PROTECTION, ETC. SHALL BE CONFIRMED WITH THE EQUIPMENT MANUFACTURER.

INDICATES AREA NOT IN CONTRACT. ALL EXISTING CIRCUITS FOR THIS AREA TO REMAIN AND SHALL NOT BE INTERRUPTED.



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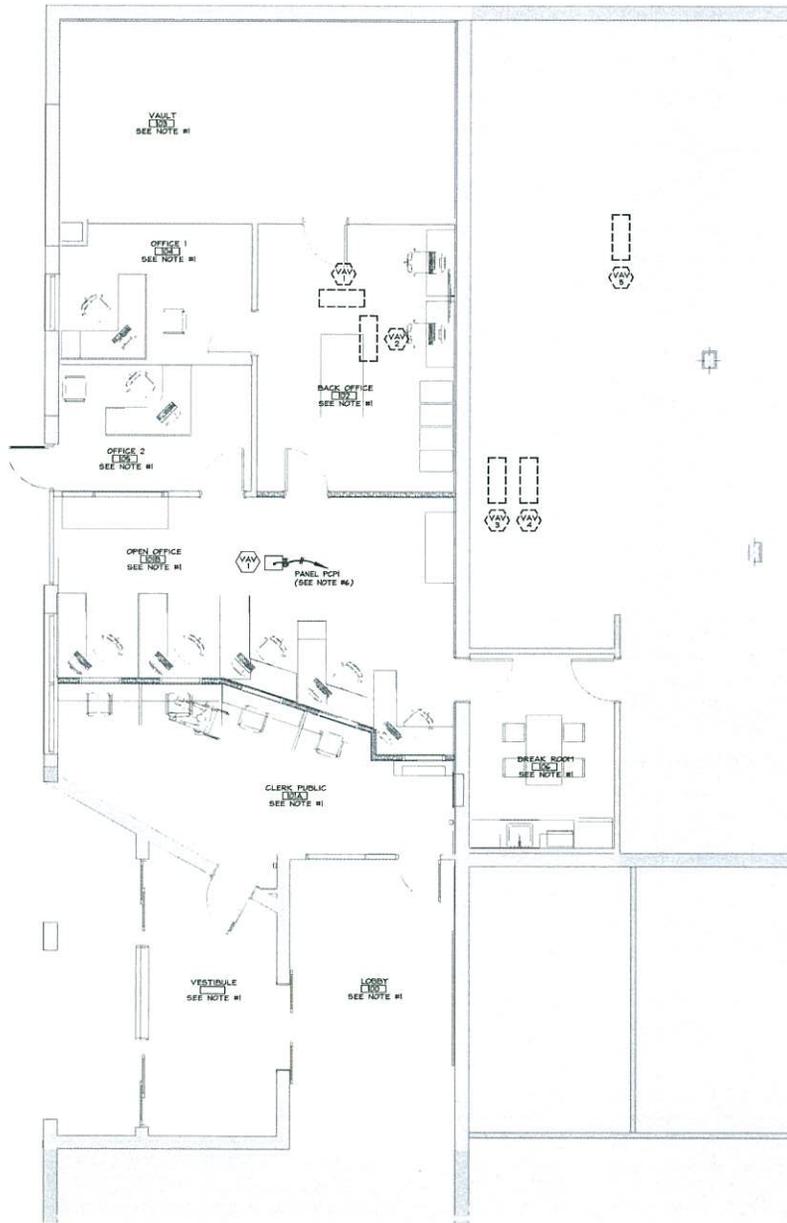
POWER PLAN - CITY CLERK PART PLAN

Issue	Description	Date

drawn: JAS
checked: R/C/SH
scale: 1/4" = 1'-0"
date: 7/23/20
220180

proj. no.: 2020-049

E305

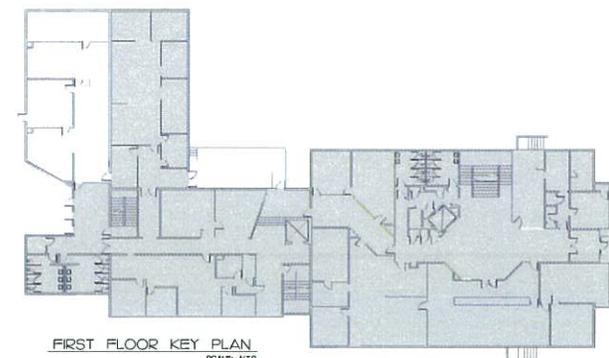


MECHANICAL POWER PLAN NOTES

1. ALL EXISTING ELECTRICALLY POWERED MECHANICAL EQUIPMENT AND ASSOCIATED CIRCUITRY IN THIS ROOF OR AREA TO REMAIN UNLESS SPECIFICALLY NOTED OTHERWISE.
2. ALL EXISTING UNITS OF MECHANICAL EQUIPMENT, IN THIS ROOF OR AREA, SHALL BE ELECTRICALLY DISCONNECTED BY THE ELECTRICAL CONTRACTOR, AND REMOVED BY THE MECHANICAL CONTRACTOR, UNLESS SPECIFICALLY NOTED OTHERWISE. THE ELECTRICAL CONTRACTOR SHALL REMOVE THE MECHANICAL EQUIPMENT BRANCH CIRCUITRY OR FEEDER BACK TO ITS POINT OF SUPPLY, AND SHALL REMOVE AND DISCARD ALL UNIT CONTROLLERS, WIRING DEVICES, AND/OR SAFETY SWITCHES.
3. COORDINATE WITH THE MECHANICAL DRAWINGS BEFORE COMMENCING WORK.
4. MAINTAIN EXISTING BRANCH CIRCUITS OUTSIDE OF RENOVATED AREAS.
5. PROVIDE INDIVIDUAL NEUTRAL CONDUCTORS WITH EACH 120V RECEPTACLE CIRCUIT.
6. PROVIDE HOMERUN(S) TO NEW 20A-1P C/B(S) INSTALLED IN AVAILABLE SPACE IN EXISTING PANELBOARD DESIGNATED.
7. PROVIDE HOMERUN TO NEW CIRCUIT BREAKER INSTALLED IN AVAILABLE SPACE IN PANELBOARD DESIGNATED.

NOTE:
REFER TO MECHANICAL AND PLUMBING DRAWINGS FOR EQUIPMENT LOCATIONS, WIRING REQUIREMENTS, WIRE SIZES, CONDUIT SIZES, OVERCURRENT PROTECTION, ETC.

INDICATES AREA NOT IN CONTRACT.
ALL EXISTING CIRCUITS FOR THIS AREA TO REMAIN AND SHALL NOT BE INTERRUPTED.



FIRST FLOOR KEY PLAN
SCALE: NTS

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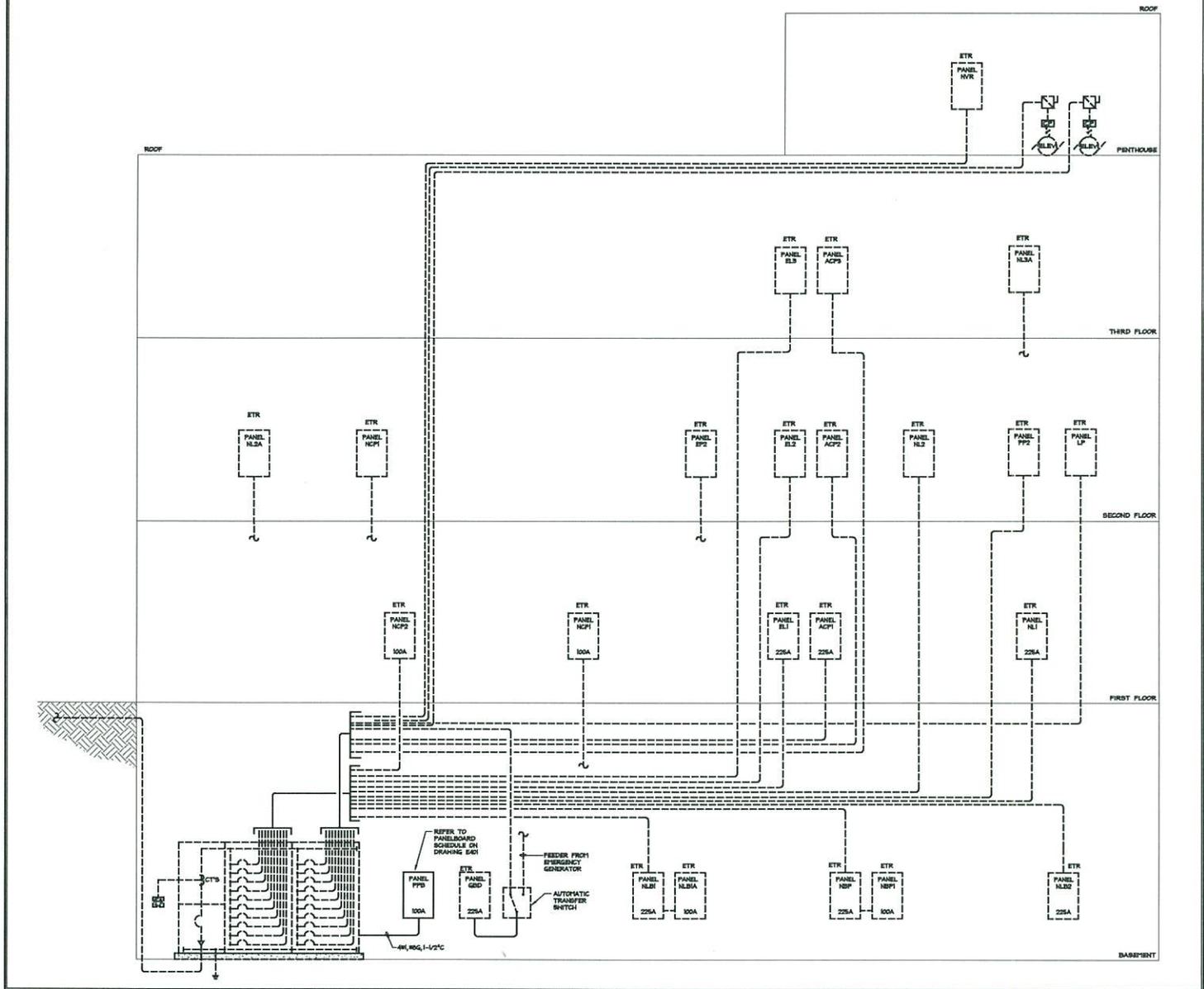
MECHANICAL POWER PLAN - CITY CLERK PART PLAN

Issue	Description	Date

drawn: SAS
checked: RFG/SH
scale: 1/4" = 1'-0"
date: 7/23/20
220190
proj. no.: 2020-049

E306

ONE LINE POWER RISER DIAGRAM



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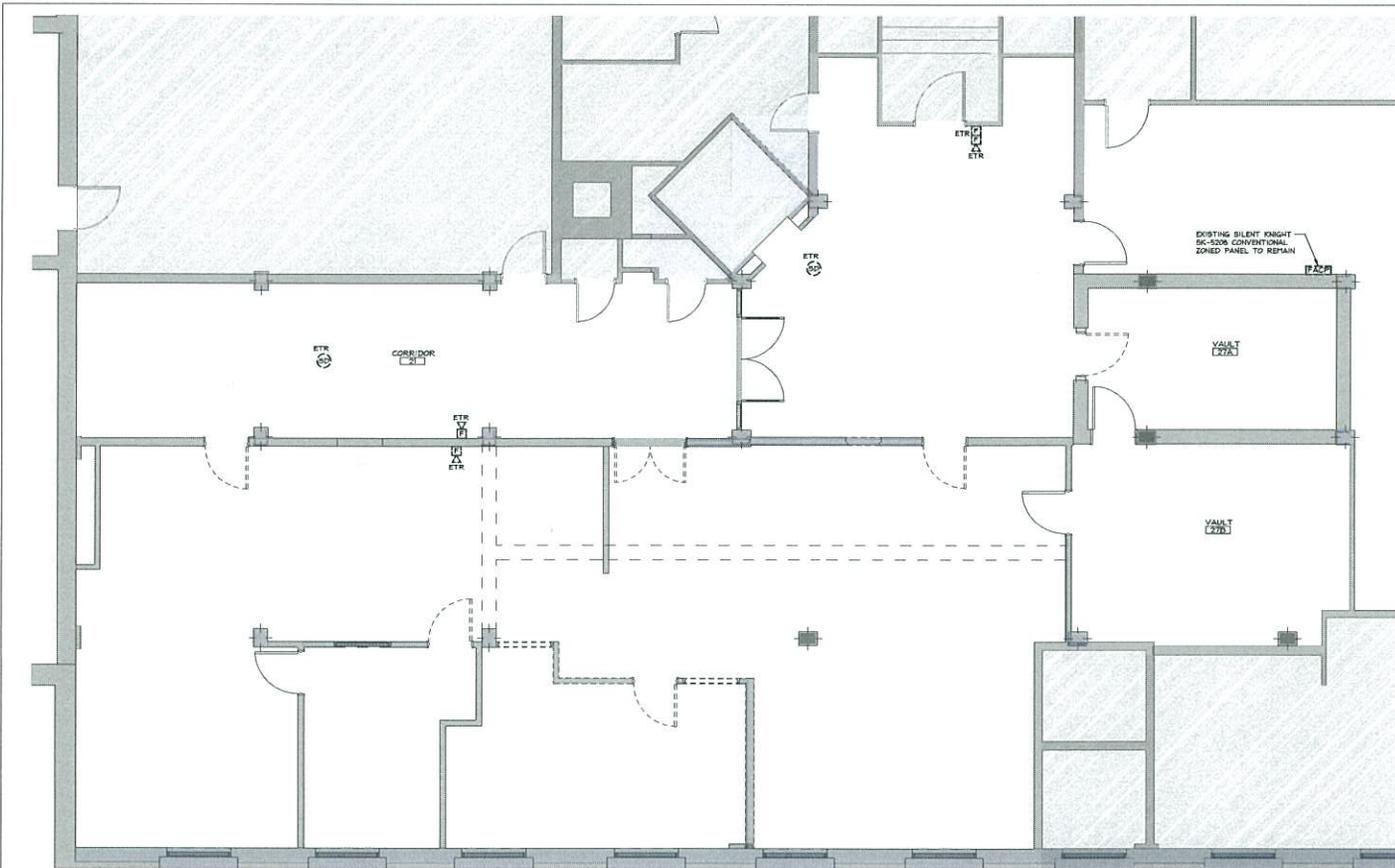
ONE LINE POWER RISER DIAGRAM

Issue	Description	Date

drawn: 545
checked: R/G/H
scale: N.T.S.
date: 7/23/20
220140

proj. no.: 2020-049

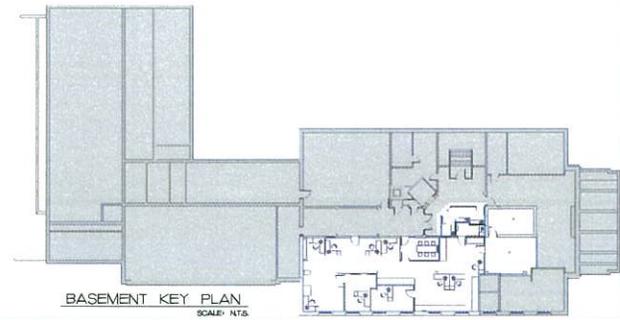
E501



- IMPAIRMENT PROCEDURE FOR THE DEMOLITION PROJECT DURING NORMAL WORK HOURS**
1. THIS AREA IS NOT EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM. THE EXISTING BUILDING AUTOMATIC SPRINKLER SYSTEM SHALL REMAIN ACTIVE THROUGHOUT THE COURSE OF THE DEMOLITION PROJECT. (SEE NOTE #3).
 2. ALL EXISTING FIRE ALARM DEVICES, EQUIPMENT, PANELS, WIRING, ETC. SHALL REMAIN IN PLACE AND OPERATIONAL.
 3. WHEN ALTERATIONS ARE DONE TO THE EXISTING FIRE SUPPRESSION SYSTEM IN THIS SPACE, THE SUPPRESSION SYSTEM IN THIS SPACE SHALL BE SHUT DOWN AT THE START OF EACH WORK DAY AND RE-ACTIVATED AT THE END OF EACH WORK DAY.
 4. RELOCATE EXISTING INITIATING DEVICE AND ITS ASSOCIATED CIRCUITRY, MAINTAIN CONTINUITY OF FIRE ALARM CIRCUIT.
 5. TEMPORARILY RELOCATE THE EXISTING INDICATING DEVICE FROM THE WALL TO BE DEMOLISHED TO THE NEAREST STRUCTURAL JOIST AT THE CEILING ABOVE.

THE EXISTING SILENT KNIGHT ZONED FIRE DETECTION & SIGNALING SYSTEM IN THIS SPACE SHALL REMAIN ACTIVE DURING THE DEMOLITION PHASE. ALL RENOVATED SPACE EXISTING SPOKE DETECTORS, HEAT DETECTORS, MANUAL STATIONS AND AUDIOVISUAL NOTIFICATION DEVICES WILL REMAIN ACTIVE DURING THE DEMOLITION PHASE.

INDICATED AREA NOT IN CONTRACT. ALL EXISTING CIRCUITS FOR THIS AREA TO REMAIN AND SHALL NOT BE INTERRUPTED.



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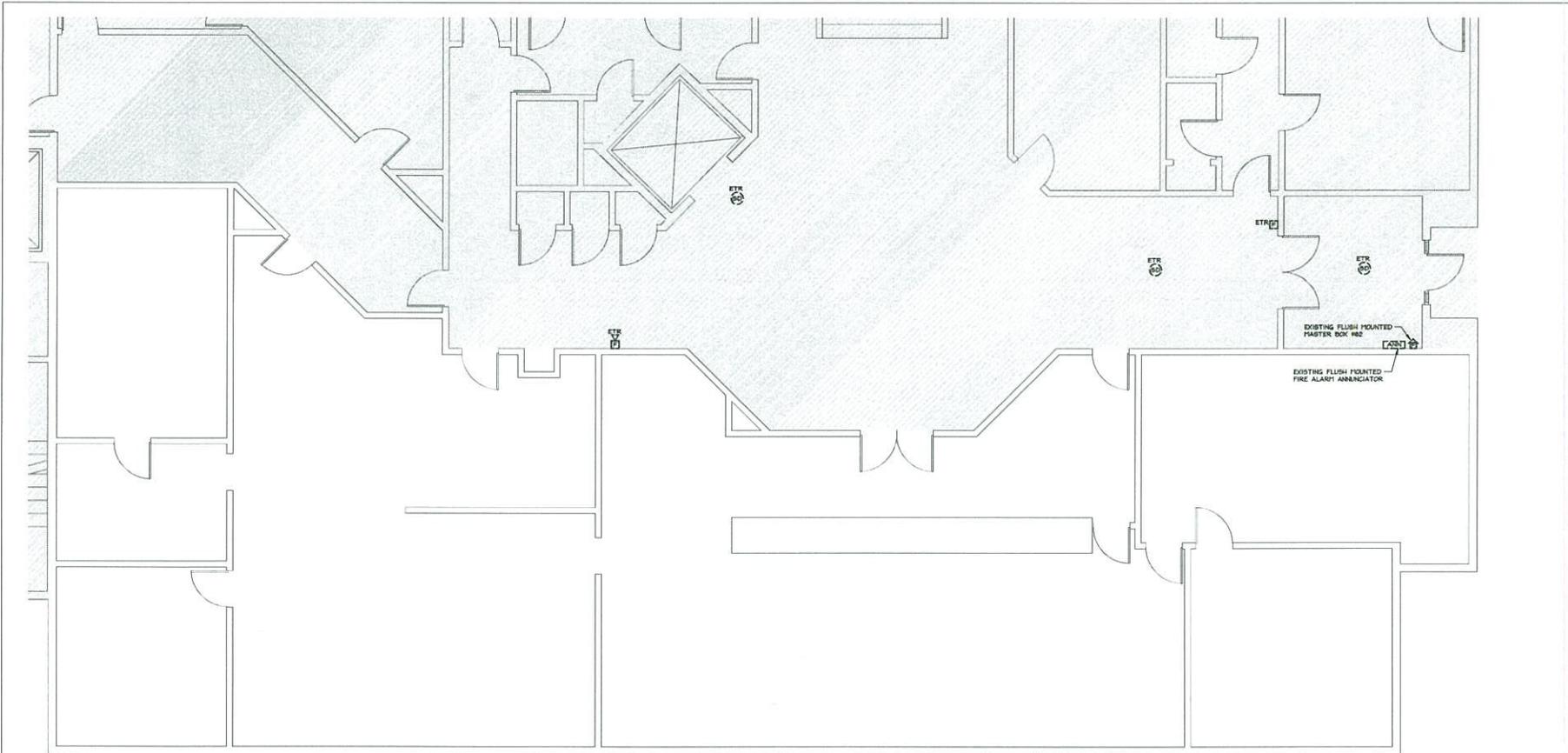
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FIRE ALARM IMPAIRMENT PLAN

Issue	Description	Date

drawn: SAS
checked: SFG/CH
scale: 1/4"=1'-0"
date: 7/23/20
220110
proj. no.: 2020-049

FAIP101

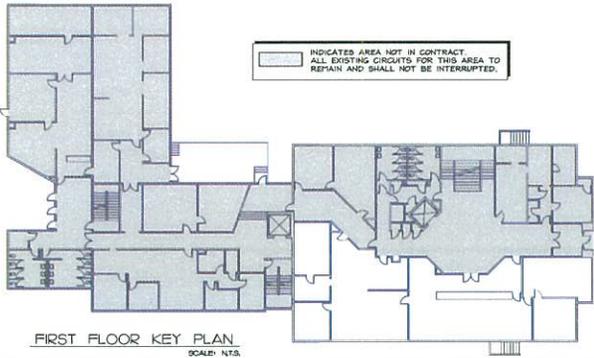


IMPAIRMENT PROCEDURE FOR THE DEMOLITION PROJECT DURING NORMAL WORK HOURS

1. THIS AREA IS NOT EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM. THE EXISTING BUILDING AUTOMATIC SPRINKLER SYSTEM SHALL REMAIN ACTIVE THROUGHOUT THE COURSE OF THE DEMOLITION PROJECT. (SEE NOTE #3).
2. ALL EXISTING FIRE ALARM DEVICES, EQUIPMENT, PANELS, WIRING, ETC. SHALL REMAIN IN PLACE AND OPERATIONAL.
3. WHEN ALTERATIONS ARE DONE TO THE EXISTING FIRE SUPPRESSION SYSTEM IN THIS SPACE, THE SUPPRESSION SYSTEM IN THIS SPACE SHALL BE SHUT DOWN AT THE START OF EACH WORK DAY AND RE-ACTIVATED AT THE END OF EACH WORK DAY.
4. RELOCATE EXISTING INITIATING DEVICE AND ITS ASSOCIATED CIRCUITRY. MAINTAIN CONTINUITY OF FIRE ALARM CIRCUIT.
5. TEMPORARILY RELOCATE THE EXISTING INDICATING DEVICE FROM THE HALL TO BE DEPOSITED TO THE NEAREST STRUCTURAL JOIST AT THE CEILING ABOVE.

THE EXISTING SILENT KNIGHT ZONED FIRE DETECTION & SIGNALING SYSTEM IN THIS SPACE SHALL REMAIN ACTIVE DURING THE DEMOLITION PHASE. ALL RENOVATED SPACE EXISTING SMOKE DETECTORS, HEAT DETECTORS, MANUAL STATIONS AND AUDIOVISUAL NOTIFICATION DEVICES WILL REMAIN ACTIVE DURING THE DEMOLITION PHASE.

INDICATES AREA NOT IN CONTRACT. ALL EXISTING CIRCUITS FOR THIS AREA TO REMAIN AND SHALL NOT BE INTERRUPTED.



FIRST FLOOR KEY PLAN
SCALE: N.T.S.



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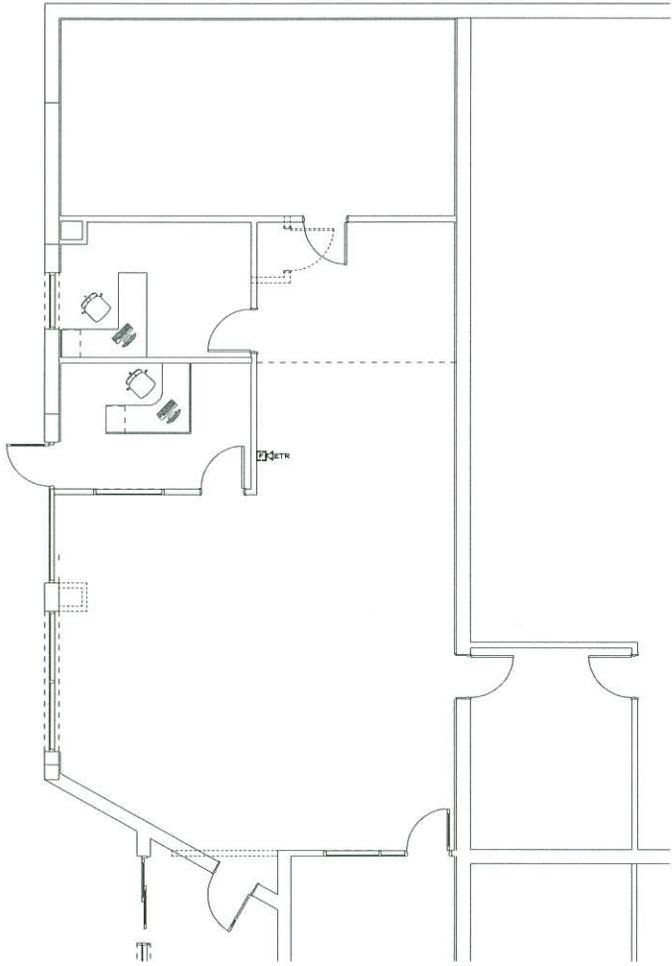
FIRE ALARM IMPAIRMENT PLAN

Issue	Description	Date

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checked: SFG/CH
scale: 1/8"=1'-0"
date: 7/23/20
202110

proj. no.: 2020-049

FAIP102

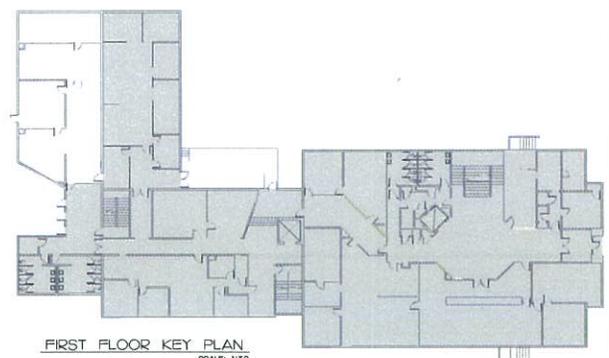


IMPAIRMENT PROCEDURE FOR THE DEMOLITION PROJECT DURING NORMAL WORK HOURS

1. THIS AREA IS NOT EQUIPPED WITH AN AUTOMATIC SPRINKLER SYSTEM. THE EXISTING BUILDING AUTOMATIC SPRINKLER SYSTEM SHALL REMAIN ACTIVE THROUGHOUT THE COURSE OF THE DEMOLITION PROJECT. (SEE NOTE #3).
2. ALL EXISTING FIRE ALARM DEVICES, EQUIPMENT, PANELS, WIRING, ETC. SHALL REMAIN IN PLACE AND OPERATIONAL.
3. WHEN ALTERATIONS ARE DONE TO THE EXISTING FIRE SUPPRESSION SYSTEM IN THIS SPACE, THE SUPPRESSION SYSTEM IN THIS SPACE SHALL BE SHUT DOWN AT THE START OF EACH WORK DAY AND RE-ACTIVATED AT THE END OF EACH WORK DAY.
4. RELOCATE EXISTING INITIATING DEVICE AND ITS ASSOCIATED CIRCUITRY, MAINTAIN CONTINUITY OF FIRE ALARM CIRCUIT.
5. TEMPORARILY RELOCATE THE EXISTING INDICATING DEVICE FROM THE HALL TO BE DEMOLISHED TO THE NEAREST STRUCTURAL JOIST AT THE CEILING ABOVE.

THE EXISTING SILENT KNIGHT ZONED FIRE DETECTION & SIGNALING SYSTEM IN THIS SPACE SHALL REMAIN ACTIVE DURING THE DEMOLITION PHASE. ALL RENOVATED SPACE EXISTING SPOKE DETECTORS, HEAT DETECTORS, MANUAL STATIONS AND AUDIOVISUAL NOTIFICATION DEVICES WILL REMAIN ACTIVE DURING THE DEMOLITION PHASE.

INDICATES AREA NOT IN CONTRACT. ALL EXISTING CIRCUITS FOR THIS AREA TO REMAIN AND SHALL NOT BE INTERRUPTED.



FIRST FLOOR KEY PLAN
SCALE: NTS

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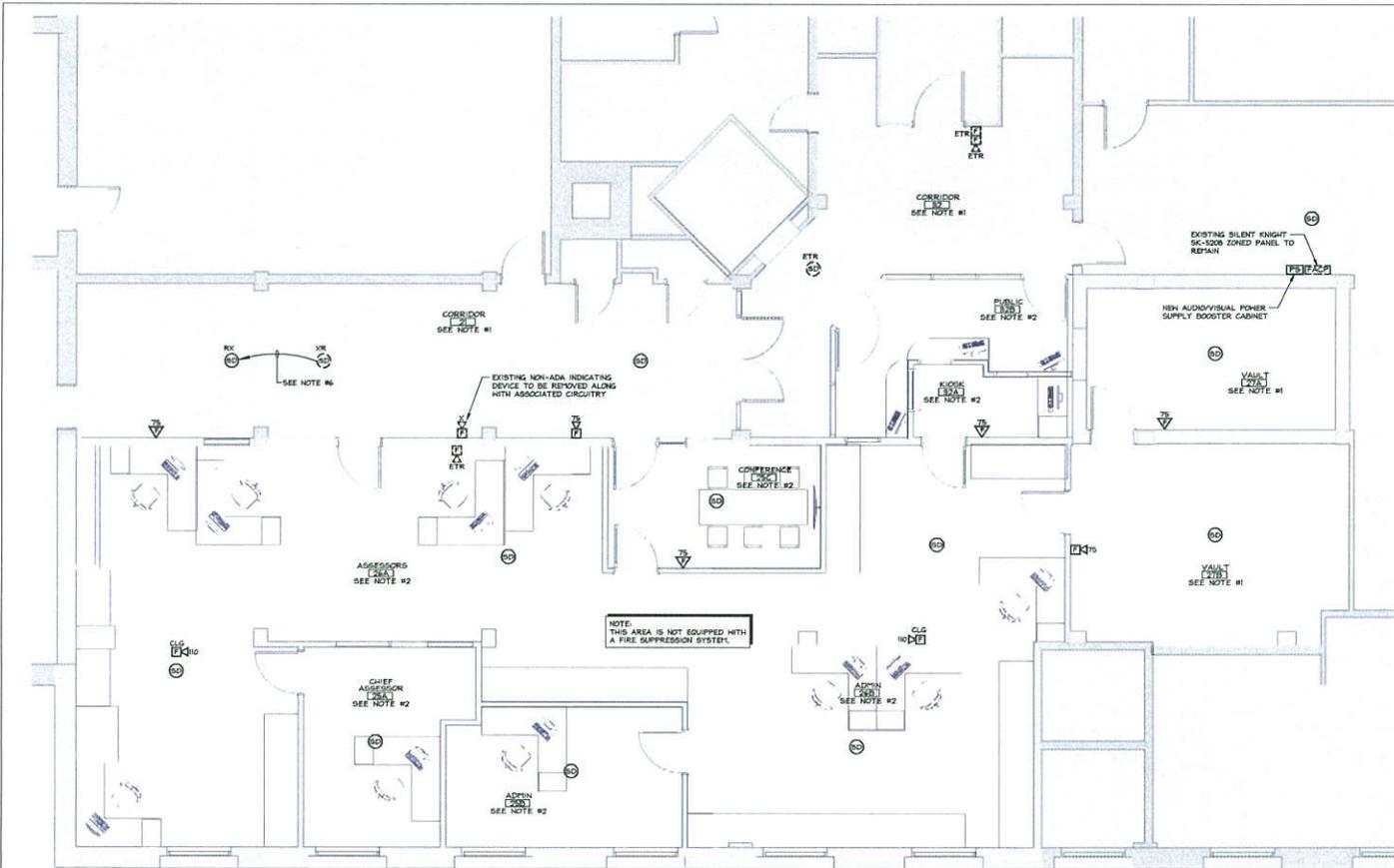
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FIRE ALARM IMPAIRMENT PLAN

Issue	Description	Date

drawn: SAS
checked: SFG/CH
scale: 1/4"=1'-0"
date: 7/23/20
201140

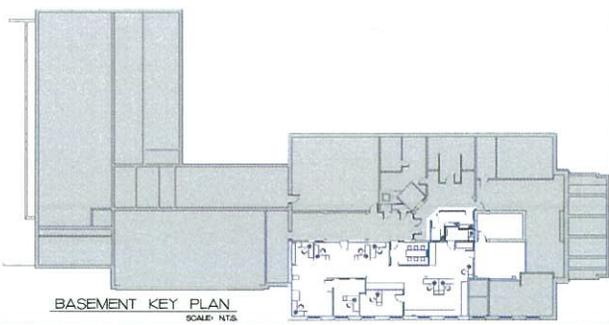
proj. no.: 2020-049
FAIP103



- ### FIRE ALARM PLAN NOTES
1. ALL EXISTING FIRE ALARM DEVICES, COMPONENTS, WIRING, ETC. SHALL REMAIN IN THIS ROOM OR AREA UNLESS SPECIFICALLY NOTED OTHERWISE.
 2. ALL EXISTING FIRE ALARM DEVICES, COMPONENTS, WIRING, ETC. TO BE REMOVED IN THIS ROOM OR AREA UNLESS SPECIFICALLY NOTED OTHERWISE.
 3. THE ELECTRICAL CONTRACTOR SHALL OBTAIN A FIRE ALARM PERMIT FROM THE NASHUA FIRE DEPARTMENT PRIOR TO COMMENCING WORK.
 4. AT THE COMPLETION OF THE PROJECT, THE FIRE ALARM SYSTEM SHALL BE TESTED TO THE SATISFACTION OF THE NASHUA FIRE DEPARTMENT.
 5. RELOCATE EXISTING INDICATING DEVICE AND ASSOCIATED ZONE CIRCUITRY TO LOCATION INDICATED.
 6. RELOCATE EXISTING INITIATING DEVICE AND ASSOCIATED ZONE CIRCUITRY TO LOCATION INDICATED.
 7. ALL SMOKE DETECTORS WHICH ARE EXISTING TO REMAIN OR ARE EXISTING TO BE RELOCATED IN THE RENOVATED AREA SHALL BE DUGGED AT THE BEGINNING OF EACH WORK SHEET AND SHALL BE DIS-BAGGED AT THE END OF EACH WORK SHIFT.
 8. ALL INDICATING DEVICES SHALL BE SYNCHRONIZED TO COMPLY WITH INTERNATIONAL BUILDING CODE 2015 EDITION AND NFPA 72 2019 ANNEX A 9.4.2.3 REQUIREMENTS. REPLACE EXISTING NON-SYNCHRONIZED MODULES AS REQUIRED OR UTILIZE SYNCHRONIZED HORN/STROBES THROUGHOUT THE RENOVATED SPACE.
 9. ALL NEW DEVICES SHALL BE AS MANUFACTURED BY THE BASE BUILDING SYSTEMS MANUFACTURERS. ONLY AUTHORIZED DEVICES SHALL BE TIED INTO THE BUILDING'S FIRE ALARM SYSTEM.
 10. PROVIDE A STOPPER COVER ON EACH EXISTING MANUAL STATION REFERRED TO THIS NOTE.
 11. THE BUILDING ENGINEER MUST BE NOTIFIED AT LEAST 24 HOURS IN ADVANCE OF ANY WORK TO BE PERFORMED ON THE FIRE ALARM SYSTEM. THE FIRE ALARM SERVICE CONTRACTOR MUST BE PRESENT TO DISABLE AND RESTORE THE SYSTEM AT THE ELECTRICAL CONTRACTORS EXPENSE.
 12. NO PORTION OF THE FIRE ALARM SYSTEM SHALL BE PERMITTED TO REMAIN OUT OF SERVICE OVERNIGHT.
 13. ALL CHANGES INCURRED IN TAKING THE FIRE ALARM SYSTEM OFF LINE AND RETURNING IT TO SERVICE WILL BE DONE BY THE ELECTRICAL CONTRACTOR.
 14. IF ANY DEVICES ARE ADDED OR CHANGED IN ANY WAY, THEN THE CHANGES MUST BE REFLECTED AT THE FIRE ALARM CONTROL PANEL VIA LABELING, PROGRAMMING, ETC. COST OF THE CHANGES ARE TO BE INCLUDED IN THE ELECTRICAL CONTRACTORS BID.
 15. FIRE ALARM TESTING MUST COMPLY WITH BUILDING MANAGER'S REQUIREMENTS (SEE BUILDING STANDARDS).
 16. ALL MAGNETIC LOCK DEVICES AND ELECTRICAL LATCHES SHALL RELEASE UPON FIRE ALARM ACTIVATION.
 17. FIRE ALARM CONTRACTOR SHALL COORDINATE WITH DOOR ACCESS CONTROL FOR ALL EGRESS DOORS.

NOTE: THIS AREA IS NOT EQUIPPED WITH A FIRE SUPPRESSION SYSTEM.

INDICATES AREA NOT IN CONTRACT. ALL EXISTING CIRCUITS FOR THIS AREA TO REMAIN AND SHALL NOT BE INTERRUPTED.



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FIRE ALARM PLAN - ASSESSING PART PLAN

Issue	Description	Date

drawn: 5/15/20
 checked: RFG/CH
 scale: 1/4" = 1'-0"
 date: 7/23/20
 220190

proj. no.: 2020-049

FA201



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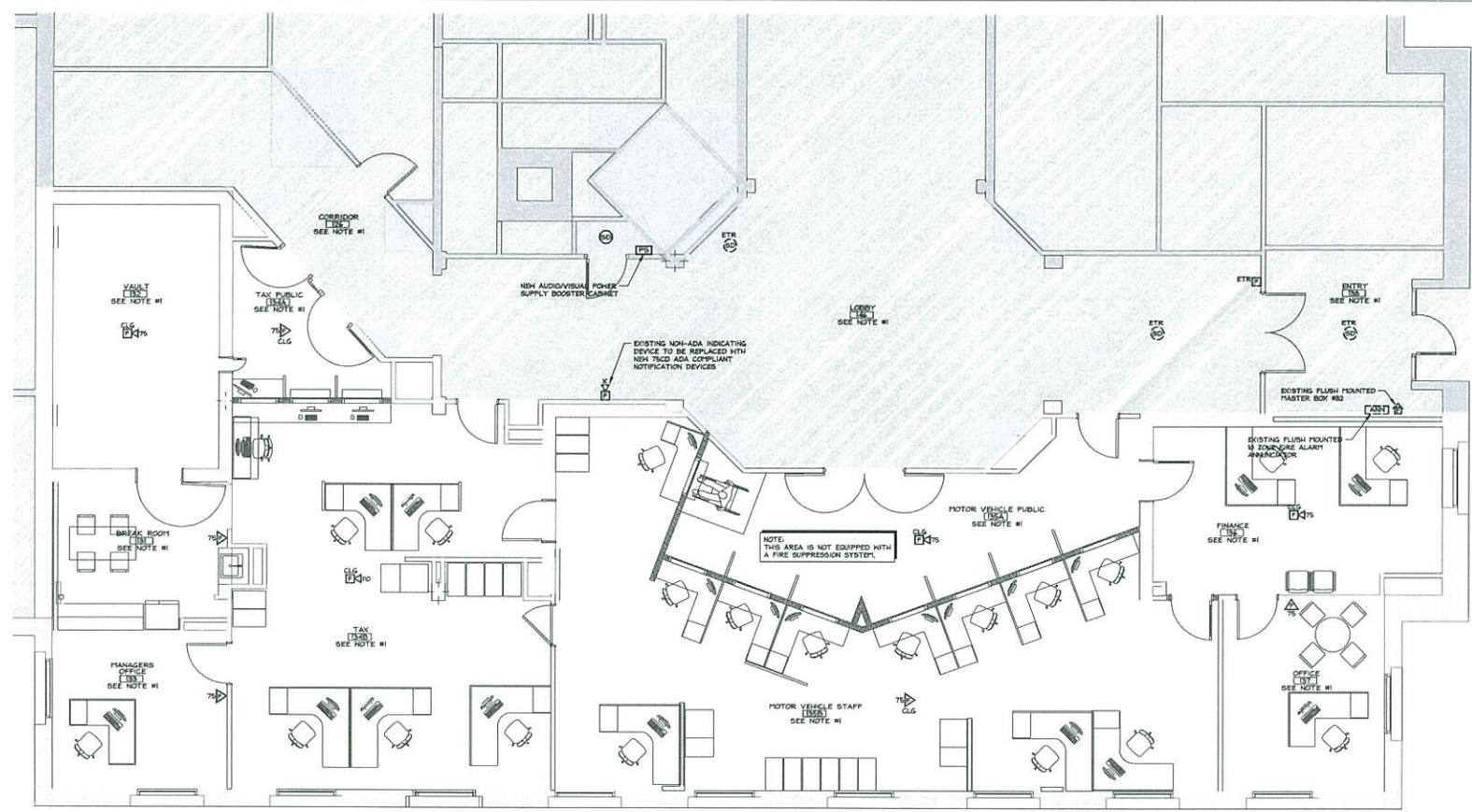
**FIRE ALARM PLAN -
MOTOR VEHICLE
PART PLAN**

Issue	Description	Date

drawn: 5/15
checked: 8/22/24
scale: 1/4" = 1'-0"
date: 7/23/20
220140

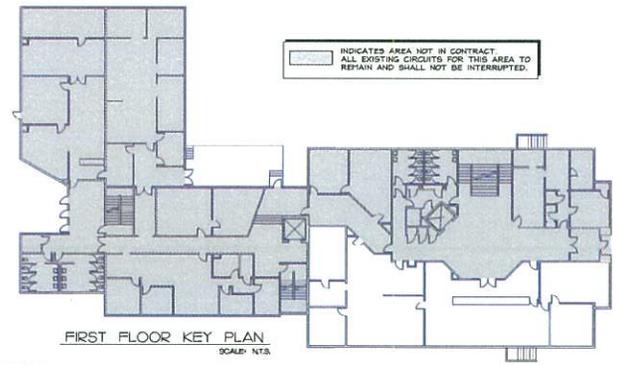
proj. no.: 2020-049

FA202

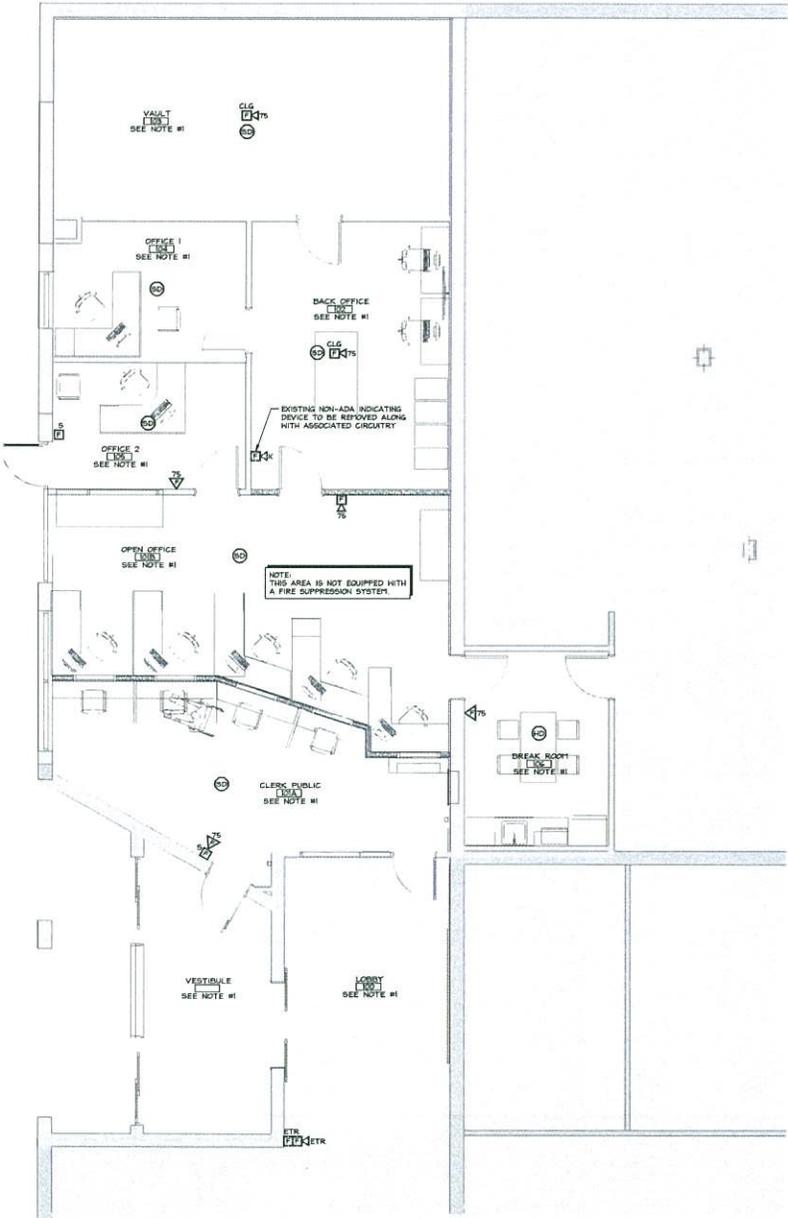


FIRE ALARM PLAN NOTES

1. ALL EXISTING FIRE ALARM DEVICES, COMPONENTS, WIRING, ETC. SHALL REMAIN IN THIS ROOM OR AREA UNLESS SPECIFICALLY NOTED OTHERWISE.
2. ALL EXISTING FIRE ALARM DEVICES, COMPONENTS, WIRING, ETC. TO BE REMOVED IN THIS ROOM OR AREA UNLESS SPECIFICALLY NOTED OTHERWISE.
3. THE ELECTRICAL CONTRACTOR SHALL OBTAIN A FIRE ALARM PERMIT FROM THE NASHUA FIRE DEPARTMENT PRIOR TO COMMENCING WORK.
4. AT THE COMPLETION OF THE PROJECT, THE FIRE ALARM SYSTEM SHALL BE TESTED TO THE SATISFACTION OF THE NASHUA FIRE DEPARTMENT.
5. RELOCATE EXISTING INDICATING DEVICE AND ASSOCIATED ZONE CIRCUITRY TO LOCATION INDICATED.
6. RELOCATE EXISTING INITIATING DEVICE AND ASSOCIATED ZONE CIRCUITRY TO LOCATION INDICATED.
7. ALL SMOKE DETECTORS WHICH ARE EXISTING TO REMAIN OR ARE EXISTING TO BE RELOCATED IN THE RENOVATED AREA SHALL BE BAGGED AT THE BEGINNING OF EACH WORK SHIFT AND SHALL BE DE-BAGGED AT THE END OF EACH WORK SHIFT.
8. ALL INDICATING DEVICES SHALL BE SYNCHRONIZED TO COMPLY WITH INTERNATIONAL BUILDING CODE 2015 EDITION AND NFPA 72 2013 ANNEX A 6.4.2.5 REQUIREMENTS. REPLACE EXISTING NON-SYNCHRONIZED HOUSINGS AS REQUIRED OR UTILIZE SYNCHRONIZED HOUSINGS THROUGHOUT THE RENOVATED SPACE.
9. ALL NEW DEVICES SHALL BE AS MANUFACTURED BY THE BASE BUILDING SYSTEMS MANUFACTURER. ONLY AUTHORIZED DEVICES SHALL BE TIED INTO THE BUILDING'S FIRE ALARM SYSTEM.
10. PROVIDE A STOPPER COVER ON EACH EXISTING MANUAL STATION REFERRED TO THIS NOTE.
11. THE BUILDING ENGINEER MUST BE NOTIFIED AT LEAST 24 HOURS IN ADVANCE OF ANY WORK TO BE PERFORMED ON THE FIRE ALARM SYSTEM. THE FIRE ALARM SERVICE CONTRACTOR MUST BE PRESENT TO DISABLE AND RESTORE THE SYSTEM AT THE ELECTRICAL CONTRACTORS EXPENSE.
12. NO PORTION OF THE FIRE ALARM SYSTEM SHALL BE PERMITTED TO REMAIN OUT OF SERVICE OVERNIGHT.
13. ALL CHARGES INCURRED IN TAKING THE FIRE ALARM SYSTEM OFF LINE AND RETURNING IT TO SERVICE WILL BE BORNE BY THE ELECTRICAL CONTRACTOR.
14. IF ANY DEVICES ARE ADDED OR CHANGED IN ANY WAY, THEN THE CHANGES MUST BE REFLECTED AT THE FIRE ALARM CONTROL PANEL VIA LABELING, PROGRAMMING, ETC. COST OF THE CHANGES ARE TO BE INCLUDED IN THE ELECTRICAL CONTRACTORS BID.
15. FIRE ALARM TESTING MUST COMPLY WITH BUILDING MANagements REQUIREMENTS (SEE BUILDING STANDARDS).
16. ALL MAGNETIC LOCK DEVICES AND ELECTRICAL LATCHES SHALL RELEASE UPON FIRE ALARM ACTIVATION.
17. FIRE ALARM CONTRACTOR SHALL COORDINATE WITH DOOR ACCESS CONTROL FOR ALL EGRESS DOORS.



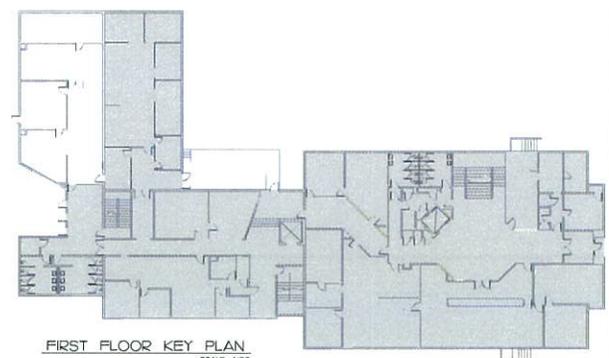
FIRST FLOOR KEY PLAN
SCALE: NTS



FIRE ALARM PLAN NOTES

1. ALL EXISTING FIRE ALARM DEVICES, COMPONENTS, WIRING, ETC. SHALL REMAIN IN THIS ROOM OR AREA UNLESS SPECIFICALLY NOTED OTHERWISE.
2. ALL EXISTING FIRE ALARM DEVICES, COMPONENTS, WIRING, ETC. TO BE REMOVED IN THIS ROOM OR AREA UNLESS SPECIFICALLY NOTED OTHERWISE.
3. THE ELECTRICAL CONTRACTOR SHALL OBTAIN A FIRE ALARM PERMIT FROM THE NASHUA FIRE DEPARTMENT PRIOR TO COMMENCING WORK.
4. AT THE COMPLETION OF THE PROJECT, THE FIRE ALARM SYSTEM SHALL BE TESTED TO THE SATISFACTION OF THE NASHUA FIRE DEPARTMENT.
5. RELOCATE EXISTING INDICATING DEVICE AND ASSOCIATED ZONE CIRCUITRY TO LOCATION INDICATED.
6. RELOCATE EXISTING INITIATING DEVICE AND ASSOCIATED ZONE CIRCUITRY TO LOCATION INDICATED.
7. ALL SMOKE DETECTORS WHICH ARE EXISTING TO REMAIN OR ARE EXISTING TO BE RELOCATED IN THE RENOVATED AREA SHALL BE BAGGED AT THE BEGINNING OF EACH WORK SHIFT AND SHALL BE DE-BAGGED AT THE END OF EACH WORK SHIFT.
8. ALL INDICATING DEVICES SHALL BE SYNCHRONIZED TO COMPLY WITH INTERNATIONAL BUILDING CODE 2015 EDITION AND NFPA 72 2015 ANNEX A 18.4.2.5 REQUIREMENTS. REPLACE EXISTING NON-SYNCHRONIZED HOLES AS REQUIRED OR UTILIZE SYNCHRONIZED HOLES/STROBES THROUGHOUT THE RENOVATED SPACE.
9. ALL NEW DEVICES SHALL BE AS MANUFACTURED BY THE BASE BUILDING SYSTEMS MANUFACTURER. ONLY AUTHORIZED DEVICES SHALL BE TIED INTO THE BUILDING'S FIRE ALARM SYSTEM.
10. PROVIDE A STOPPER COVER ON EACH EXISTING MANUAL STATION REFERRED TO THIS NOTE.
11. THE BUILDING ENGINEER MUST BE NOTIFIED AT LEAST 24 HOURS IN ADVANCE OF ANY WORK TO BE PERFORMED ON THE FIRE ALARM SYSTEM. THE FIRE ALARM SERVICE CONTRACTOR MUST BE PRESENT TO DISABLE AND RESTORE THE SYSTEM AT THE ELECTRICAL CONTRACTOR'S EXPENSE.
12. NO PORTION OF THE FIRE ALARM SYSTEM SHALL BE PERMITTED TO REMAIN OUT OF SERVICE OVERNIGHT.
13. ALL CHARGES INCURRED IN TAKING THE FIRE ALARM SYSTEM OFF LINE AND RETURNING IT TO SERVICE WILL BE BORNE BY THE ELECTRICAL CONTRACTOR.
14. IF ANY DEVICES ARE ADDED OR CHANGED IN ANY WAY, THEN THE CHANGES MUST BE REFLECTED AT THE FIRE ALARM CONTROL PANEL VIA LABELING, PROGRAMMING, ETC. COST OF THE CHANGES ARE TO BE INCLUDED IN THE ELECTRICAL CONTRACTOR'S BID.
15. FIRE ALARM TESTING MUST COMPLY WITH BUILDING MANAGEMENTS REQUIREMENTS (SEE BUILDING STANDARDS).
16. ALL MAGNETIC LOCK DEVICES AND ELECTRICAL LATCHES SHALL RELEASE UPON FIRE ALARM ACTIVATION.
17. FIRE ALARM CONTRACTOR SHALL COORDINATE WITH DOOR ACCESS CONTROL FOR ALL EGRESS DOORS.

INDICATES AREA NOT IN CONTRACT.
ALL EXISTING CIRCUITS FOR THIS AREA TO REMAIN AND SHALL NOT BE INTERRUPTED.



FIRST FLOOR KEY PLAN
SCALE: N.T.S.

Nashua City Hall
Health and security updates
229 Main St
Nashua NH



NOT FOR REGULATORY
APPROVAL PERMITTING
OR CONSTRUCTION

DENNIS MIREX, P.A.
THE ARCHITECTS
1000 MARKET MANAGER, SUITE 100
NASHUA, NH 03079

FIRE ALARM PLAN -
CITY CLERK PART
PLAN

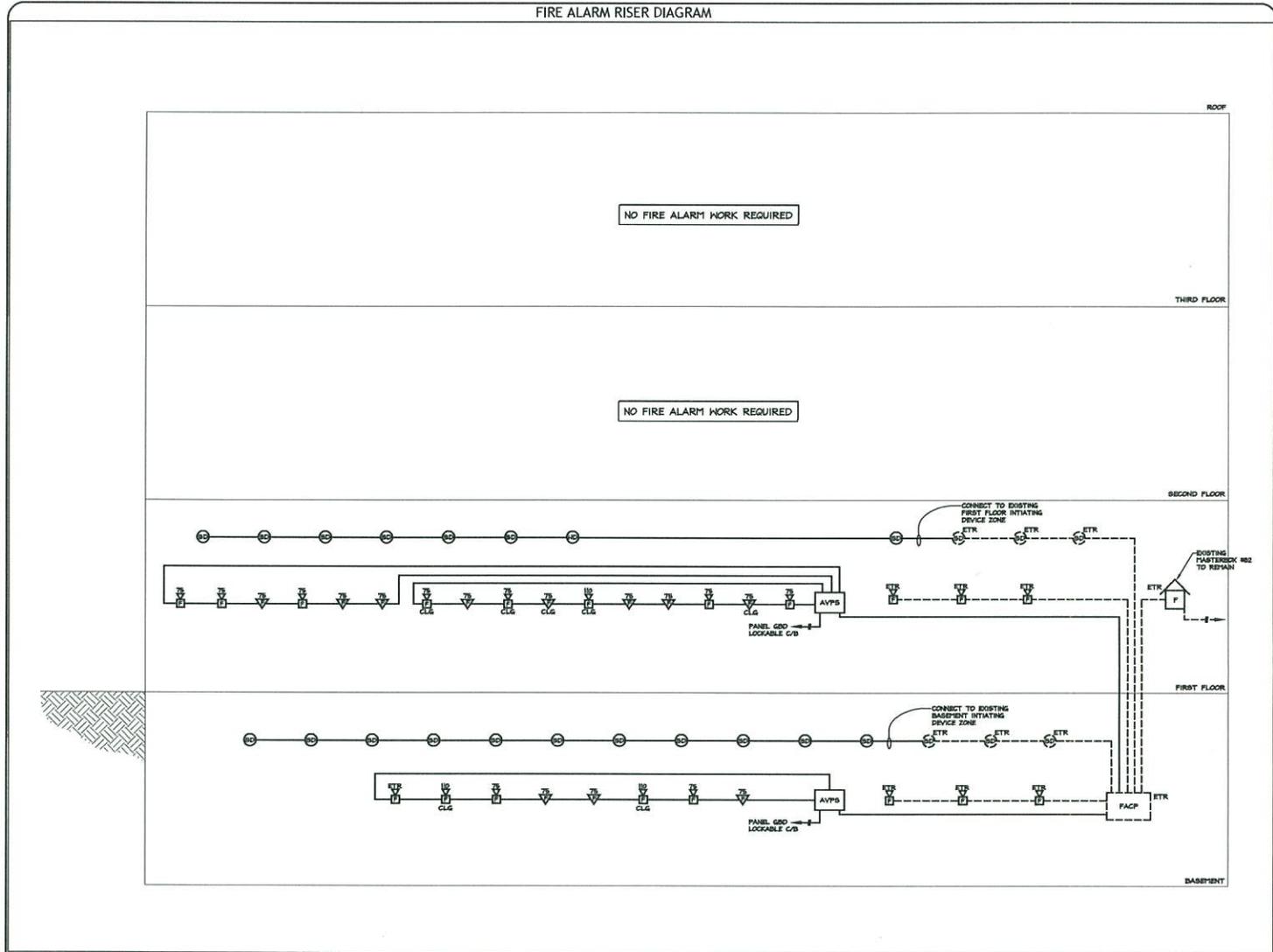
Issue	Description	Date

drawn: SAS
checked: RFG/3H
scale: 1/4"=1'-0"
date: 7/23/20
229140
proj. no.: 2020-049

FA203

NOTE: THIS RISER IS DIAGNOSTIC ONLY. THE FIRE ALARM SYSTEM SUPPLIER SHALL PROVIDE POWER SUPPLIES, CONTROL MODULES, ISOLATOR MODULES, CIRCUITRY, ETC. AS REQUIRED TO BRING A COMPLETE SYSTEM THAT COMPLIES WITH THE DRAWINGS, SPECIFICATIONS AND LOCAL FIRE DEPARTMENT REGULATIONS.

FIRE ALARM RISER DIAGRAM



FIRE ALARM SYSTEM RISER DIAGRAM NOTES

1. OR INDICATES # OF FIRE ALARM CONDUCTORS IN APPROPRIATELY SIZED CONDUIT. ALL FIRE ALARM CONDUCTORS MUST BE COPPER.
2. INDICATES TO PROVIDE THE APPROPRIATE QUANTITY OF CONDUCTORS RECOMMENDED BY THE SYSTEM MANUFACTURER.
3. THE ELECTRICAL CONTRACTOR SHALL SUBMIT PLANS, SHOP DRAWINGS, BATTERY CALCULATIONS AND SPECIFICATIONS TO THE NASHUA FIRE DEPARTMENT ON THE LOCATION OF DEVICES AND THE SYSTEM ITSELF BEFORE COMMENCING WORK ON THIS PROJECT.
4. ALL DESIGNATED ROOFTOP INT. SUPPLY AND RETURN AIR FANS SHALL BE AUTOMATICALLY SHUT DOWN WHEN THE FIRE ALARM SYSTEM IS ACTIVATED INTO "ALARM" CONDITION.
5. ALL SMOKE AND HEAT DETECTOR BASES AND HEADS SHALL BE LABELLED AS IDENTIFIED IN THE FIRE ALARM CONTROL PANEL.
6. DUCT MOUNTED SMOKE DETECTORS SHALL BE AUTOMATICALLY RESET WHEN THE MAIN FIRE ALARM CONTROL PANEL IS RESET.
7. FIRE ALARM SYSTEM WIRING SHALL BE ISOLATED FROM ALL OTHER CONDUCTORS AND MUST TEST FREE OF ALL GROUNDS.
8. ALTERNATING CURRENT CARRYING CONDUCTORS SHALL NOT BE INSTALLED CLOSE TO, OR IN THE SAME RACEWAY WITH, THE FIRE ALARM CONDUCTORS.
9. ALL FIRE ALARM SYSTEM WIRING SHALL BE COPPER AND SHALL BE UL LISTED AS PER N.E.C. 760.
10. THE FIRE ALARM WIRING METHOD SHALL BE EITHER TYPE 1 (C) FIRE ALARM CABLE OR TYPE 2 (S) GAUGE (FIBERGLASS) CONDUCTORS INSTALLED IN EMT CONDUIT.
11. ALL FIRE ALARM DEVICES SHALL BE INSTALLED IN A SUNCTION, HORN, OR BROADCAST.
12. ALL FIRE ALARM SYSTEM RACEWAYS AND BOXES SHALL BE FIELD OR FACTORY PAINTED RED.
13. THERE SHALL BE NO "T" TAPPING ALLOWED ON ANY FIRE ALARM CIRCUITS.
14. ALL SMOKE AND HEAT DETECTORS SHALL BE LOCATED A MINIMUM OF 36" AWAY FROM SUPPLY AIR DIFFUSERS OR OUTLETS.
15. AUDIOVISUAL UNITS SHALL BE SYNCHRONIZED AS PER INTERNATIONAL BUILDING CODE 2018 AND NFPA 72 2018 ANNEX A 9.4.2.2. REQUIREMENTS.
16. IF THE NASHUA FIRE DEPARTMENT REQUIRES THE SUBMISSION OF AN INPUT/OUTPUT MATRIX AS PART OF THE PERMIT OR APPROVAL PROCESS, THEN THE INPUT/OUTPUT MATRIX SHALL BE PREPARED AND SUBMITTED TO THE NASHUA FIRE DEPARTMENT BY THE FIRE ALARM SYSTEM SUPPLIER.

Nashua City Hall
Health and security updates
229 Main St
Nashua, NH



NOT FOR REGULATORY APPROVAL PERMITTING OR CONSTRUCTION

DENNIS MIRETS, P.A.
THE ARCHITECTS
10000 Rte 101, Suite 200
Nashua, NH 03073
Tel: 603.882.1111
Fax: 603.882.1112
www.dennismirets.com

No portion of this drawing shall be used for any other project without the written consent of the architect. The architect shall not be responsible for any errors or omissions in this drawing. The architect shall not be responsible for any conditions or circumstances not shown on this drawing. The architect shall not be responsible for any conditions or circumstances not shown on this drawing.

FIRE ALARM RISER DIAGRAM

Issue	Description	Date

drawn: S4S
checked: 8/5/21
scale: 1/8" = 1'-0"
date: 7/23/20
220149
proj. no.: 2020-049

FA301



THE CITY OF NASHUA

Administrative Services
Purchasing Department

"The Gate City"

September 10, 2020
Memo #21-031

TO: Mayor Donchess
Finance Committee

SUBJECT: Transit Van Purchase

Please see attached communications from Camille Pattison, Transportation Administrator dated August 28, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Low Floor Cutaway Van to replace a Nashua Transit van that was totaled 4/30/20
Value: \$123,521
Vendor: New England Wheels
Department: 181 Community Development
Source Fund: FY21 CERF \$63,865 reimbursed to General Fund from Risk Management \$63,865 supplemental appropriation submitted to BOA resolution R-20-061

Ordinance: Pursuant to § 5-84 Special purchase procedures A. (7) Purchases under extensions of contracts when no price increase exceeds 10% per year.

The Transportation Administrator, the Director of Community Development and the Purchasing Department respectfully request your approval of this contract.

Regards,

Kelly Parkinson

Purchasing Manager

Cc: S Marchant
C Pattison
J Graziano



11 Riverside St. • Nashua, NH • 03062 • phone: 603-880-0100 • fax: 603-821-2042

www.RideBigBlue.com

TRANSIT MEMORANDUM

TO: Mayor Jim Donchess

FROM: Camille Pattison, Transportation Administrator

DATE: August 28, 2020

RE: Finance Committee The purchase of (1) Transit Van

Nashua Transit System would like to purchase (1) one low floor cutaway van from New England Wheels. We will exercise an option to purchase an additional van from an existing contract with New England Wheels Inc. This purchase will be funded by the FY21 CERF in the amount of \$123,521. This purchase will replace one Nashua Transit Champion van that was totaled in an accident on April 30, 2020.



RESOLUTION

RELATIVE TO THE APPROVAL OF THE PURCHASE OF ONE TRANSIT VAN
FROM THE CAPITAL EQUIPMENT REPLACEMENT FUND (CERF) DURING
FY2021

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED by the Board of Aldermen of the City of Nashua that one transit van in the amount of \$123,521 can be purchased from the Capital Equipment Replacement Fund during FY2021.

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-060

PURPOSE: Relative to the approval of the purchase of one transit van from the Capital Equipment Reserve Fund (CERF) during FY2021

ENDORSER(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Budget Review Committee

FISCAL NOTE: Addition to FY2021 CERF planned purchases in the amount of \$123,521

ANALYSIS

This resolution approves the purchase of one transit van from the Capital Equipment Reserve Fund (CERF) during FY2021. The van was totaled on April 30, 2020. The Risk Management Department reimbursed the City General Fund \$63,865 for the loss in July, 2020. A supplemental appropriation to the Capital Equipment Reserve Fund in the amount of \$63,865 has been submitted under R-20-061, pending a public hearing and approval by the Board of Aldermen. This item was not listed as a planned CERF replacement purchase in the FY2021 budget.

NRO 5-127.1 states that annually, as part of the budget resolution, the Board of Aldermen will approve the proposed equipment to be purchased through the Capital Equipment Reserve Fund during the budget year under review. Any other requests to use funds from CERF must be approved by the Board of Aldermen.

Approved as to account structure, numbers and amount:

Financial Services Division

By: /s/John L. Griffin

Approved as to form:

Office of Corporation Counsel

By: /s/Celia K. Leonard

Date: August 5, 2020



11 Riverside St. • Nashua, NH • 03062 • phone: 603-880-0100 • fax: 603-821-2042

www.RideBigBlue.com

August 27, 2020

Judy Walcott
New England Wheels, Inc.
33 Manning Road
Billerica, MA 01821

Subject: Nashua Transit - Notice of Exercise of Option for 1 van

Dear Ms. Walcott,

Pursuant to the contract dated September 17, 2019 under Agreement 2. Purchase of Vans, and all other applicable parts of the agreement, the City of Nashua is exercising its option to purchase one (1) additional Frontrunner Van under the terms and conditions of the contract.

The price of this van is \$123,521 payable upon accepted delivery of said vehicle.

The anticipated delivery date of bus is prior to June 30, 2021.

New England Wheels, Inc. Representative

Date

James Donchess, Mayor

Date

CC: file



THE CITY OF NASHUA

Administrative Services
Purchasing Department

"The Gate City"

September 10, 2020
Memo #21-032

TO: Mayor Donchess
Finance Committee

SUBJECT: Snow Plowing Contract FY21

Please see attached communications from Tim Cummings, Director of Economic Development dated September 2, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Snow Plowing Services through May 15, 2021 for 18 City parking lots
Value: \$40,000 (not to exceed)
Vendor: Accurate Dimensions, LLC
Department: 166 Parking
Source Fund: General Fund

Ordinance: Pursuant to § 5-84 Special purchase procedures A. (7) Purchases under extensions of contracts when no price increase exceeds 10% per year.

The Director of Economic Development and the Purchasing Department respectfully request your approval of this contract.

Regards,

Kelly Parkinson

Purchasing Manager

Cc: T Cummings
J Graziano



THE CITY OF NASHUA

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

'The Gate City'

TO: Kelly Parkinson, Purchasing Manager

FROM: Tim Cummings, Director of Economic Development

DATE: September 2, 2020

SUBJECT: FY21 Snow Plowing Contract (Value not to exceed: \$40,000)
Department: 166 Parking

The Economic Development Division is requesting approval to extend our current contract with Accurate Dimensions, LLC, of Bedford, New Hampshire for snow plowing and optional sand/salt treatment and snow removal services in the amount not to exceed \$40,000. The original contract was approved by Finance Committee for FY20 and noted that the agreement may be extended for additional one-year periods. Accurate Dimensions, has agreed to hold same pricing as last year.

The contract covers snow plowing services for up to eighteen (18) parking lots under the responsibility of the Parking Department. The contractor intends to provide snow plowing services through May 15, 2021. The contractor will provide salt/sand treatment services and removal of snow on an as-needed basis.

The President of Accurate Dimensions, LLC, Luke J. Vasconcelos, previously worked for The Doty Group, Inc., whom the City used for eight (8) winters for plowing the City's municipal lots up until 2019. Accurate Dimensions, LLC, also plows for the Town of Londonderry and is a reputable and responsible company.

Thank You,

Tim Cummings
Director of Economic Development

Cc: J. Graziano, J. Stansfield

**FIRST AMENDMENT TO
SNOW PLOWING AGREEMENT**

This AGREEMENT is made as of October 1, 2020, by and between the **City of Nashua** with an address of 229 Main Street, Nashua, New Hampshire ("City") and **Accurate Dimensions, LLC.** with an address of 20 Hazen Road, Bedford, NH 03110 ("Contractor").

WHEREAS, the City and Contractor entered into an Agreement dated October 22, 2019 for certain plowing services ("Snow Plowing Agreement");

WHEREAS, Section 5 of the Snow Plowing Agreement states that the Snow Plowing Agreement may be extended for one additional one-year period under the same terms, conditions and pricing upon the written agreement of the Contractor and the City;

WHEREAS, the initial term of the Snow Plowing Agreement ended on May 15, 2020;

WHEREAS, the Contractor and the City wish to extend the Snow Plowing Agreement for an additional period as described below.

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

1. That the term of the Snow Plowing Agreement shall be extended for one (1) additional period from October 1, 2020 to May 15, 2021.
2. All other terms and conditions of the Snow Plowing Agreement not changed by this (or prior) amendment(s) remain in full force and effect.

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

City of Nashua

Accurate Dimensions, LLC.

By: James W. Donchess, Mayor

By: _____
Title: _____



THE CITY OF NASHUA

Administrative Services
Purchasing Department

"The Gate City"

September 10, 2020
Memo #21-033

TO: Mayor Donchess
Finance Committee

SUBJECT: Monopole Tower & Foundation Installation

Please see attached communications from William Mansfield, Communications Manager dated September 10, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Installation of previously approved Monopole Cell Phone Tower & Foundation at Kessler Road site

Value: \$109,970.00

Vendor: Green Mountain Communications

Department: 157 Citywide Communications

Source Fund: Capital Project Fund

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

A competitive bidding RFP for this project was issued on August 25, 2020 and the following bids were received:

Vendor	Location	Amount	Note
Green Mountain Communications	Pembroke, NH	\$109,970.00	
Industrial Communications	Dunbarton, NH	\$177,730.00	
Nexus Solutions	Frisco, TX	\$102,135.00	A non-conforming bid received was incomplete and necessitated rejection

We recommend this bid to be awarded to the lowest total cost vendor who met the RFP specified requirements.

The Communications Manager and the Purchasing Department respectfully request your approval of this contract.

Regards,

Kelly Parkinson
Purchasing Manager

Cc: W Mansfield
J Graziano



City of Nashua, NH

Wireless Communications Division

C/O William Mansfield

PO Box 785

Nashua NH 03061-0785

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

September 10, 2020

Ms. Kelly Parkinson
Purchasing Manager
City of Nashua
229 Main Street – PO Box 2019
Nashua, NH 03061-2019

Dear Ms. Parkinson

The Communications Division recently solicited proposals for a Tower Foundation and Installation of an 88' Monopole Public Safety Communications Tower (RFP 0246-090220). As discussed in previous meetings, this tower will allow the City to relocate its current public safety radio communication antennas off of the water tank on Kessler Farm Drive that is scheduled to be replaced. The replacement of this water tank was initially scheduled for March 2020 and now has been rescheduled for March 2021.

The request for proposal was submitted to three vendors and the City received three (3) responses on September 2nd. Below is a list of the bidders and the cost associated with their bid which includes the Foundation, Offloading, Installation and Grounding for the Monopole Tower that was purchased from Valmont Industries.

NEXIUS	Frisco, Texas	\$102,135.00
Green Mountain Communications	Pembroke, New Hampshire	\$109,970.00
Industrial Communications	Dunbarton, New Hampshire	\$177,730.00

The Communications Division evaluated the proposals with the guidelines set forth by the Purchasing Department. These guidelines were also included in the RFP so that all respondents were aware of the evaluation process. Each proposal was reviewed and evaluated on the Qualifications and Experience, Impression of the Proposal and the Cost Proposal.

NEXIUS This bid was rejected due to the required Bid Bond not being submitted with the bid.

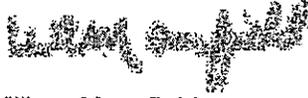
Green Mountain submitted a very thorough bid for this project. Green Mountain is well known for the quality of work they perform. Their references and non-references spoke very highly of them. They provided all of the information requested as well as a scope of work showing that they understood the totality of the project. Green Mountain received an overall evaluation of 90%.

Industrial Communications submitted a bid containing a limited amount of information as the understanding of the project. Due to the cost of their proposal they were not ranked highly receiving a score of 60%.

We are currently working with Green Mountain Communications to finalize a contract that will be submitted to the City of Nashua Legal Department. The Citywide Communications Division

recommends the award of the RFP 0246-090220 to Green Mountain Communications, of
Pembroke, NH in the amount of \$109,970. Funding is available in Citywide Communications
Capital Projects account 57.5050 81300 2008.57.15.01 81300.

Sincerely,

A handwritten signature in black ink, appearing to read "W. Mansfield". The signature is somewhat stylized and slightly slanted.

William Mansfield
Radio Systems Manager
City of Nashua



CONTRACT FOR INDEPENDENT CONTRACTOR

**MONOPOLE TOWER CONSTRUCTION AND FOUNDATION DESIGN
RFP0246-090920**

A CONTRACT BETWEEN

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

**Green Mountain Communications
and its successors, transferees and assignees (together "Independent Contractor")**

NAME AND TITLE OF INDEPENDENT CONTRACTOR

702 RIVERWOOD DRIVE PEMBROKE, NH 03275

ADDRESS OF INDEPENDENT CONTRACTOR

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

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

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

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

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

- Exhibit A--General Conditions for Contracts
- Exhibit B--Scope of Services, Contract Time, Fee Schedule

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

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

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

3. PERIOD OF PERFORMANCE. Independent Contractor shall perform and complete all work by November 30, 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. Independent Contractor shall begin performance upon receipt of an Executed Contract and a valid Purchase Order issued from the City of Nashua.

4. COMPENSATION. Independent Contractor agrees to perform the work for a total cost not to exceed One Hundred Nine Thousand Nine Hundred Seventy Dollars (\$ 109,970.00)

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

Unless Independent Contractor has received a written exemption from the City of Nashua, Independent Contractor shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such applications shall be supported by such data substantiating the Independent Contractor's right to payment as the City of Nashua may reasonably require. Independent Contractor shall submit monthly requests for payment for services performed under this agreement directly to:

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

Applications for Payment shall be submitted no later than fifteen (15) days after the end of each month. The City of Nashua will pay for work satisfactorily completed and accurately invoiced by Independent Contractor within thirty (30) days from the time of approval by the City of Nashua.

5. **EFFECTIVE DATE OF CONTRACT.** This contract shall not become effective upon the date of execution 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:

Kimberly Kleiner
Director of Administrative Services
City Hall
229 Main Street
Nashua, NH 03060

REPRESENTATIVE:

Steve Connor
Sr Oproject Manager
Green Mountain Communications
702 Riverwood Drive
Pembroke, NH 03275

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

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

City of Nashua, NH (signature)

(signature)

James Donchess, Mayor
(Printed Name and Title)

(Printed Name and Title)

Date

Date

**EXHIBIT A
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General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "Independent Contractor", and its successors, transferees and assignees (together "Independent Contractor") includes any of the Independent Contractor's consultants, sub consultants, contractors, and subcontractors
2. **INDEPENDENT CONTRACTOR STATUS** The parties agree that Independent Contractor shall have the status of and shall perform all work under this contract as an Independent Contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Independent Contractor, and nothing in this contract shall create any contractual relationship between the City of Nashua and Independent Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Independent Contractor is not a City of Nashua employee and that there shall be no:
 - (1) Withholding of income taxes by the City of Nashua;
 - (2) Industrial insurance coverage provided by the City of Nashua;
 - (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
 - (4) Participation or contributions by either the Independent Contractor or the City of Nashua to the public employee's retirement system;
 - (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
 - (6) Unemployment compensation coverage provided by the City of Nashua.
3. **STANDARD OF CARE** Independent Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Independent Contractor warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Independent Contractor to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Independent Contractor shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Independent Contractor's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any products or services furnished or used by Independent Contractor shall not in any way relieve Independent Contractor of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of Independent Contractor's work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and Independent Contractor shall be and remain liable in accordance with the terms of the contract and applicable law.

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

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

When Independent Contractor seeks changes, Independent Contractor shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City of Nashua in writing of the estimate. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change.

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

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Independent Contractor in the performance of its work under this contract and that such personnel will be available to Independent Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Independent Contractor with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Independent Contractor also agree to attend all meetings called by the City of Nashua or Independent Contractor to discuss the work under the Contract, and that Independent Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.
7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES** Independent Contractor warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Independent Contractor. All future questions Independent Contractor may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Independent Contractor's question or position. The City of Nashua representative shall render

a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Independent Contractor prior to having received the City of Nashua's resolution shall be at Independent Contractor's risk and expense. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Independent Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. TERMINATION OF CONTRACT

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 Independent Contractor 10 day's written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

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

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

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

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

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

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the City of Nashua with a list of all unperformed services.

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

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

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

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 Independent Contractor shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Independent Contractor assigned to the performance of the contract.

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

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

as described above within 30 days, the parties may request that the dispute be submitted to the Board of Public Works for resolution. If the parties are dissatisfied with the decision of the Board of Public Works, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

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

11. **INSURANCE** Independent Contractor shall carry and maintain in effect during the performance of services under this contract:

- General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- \$1,000,000 Combined Single Limit Automobile Liability; **Coverage must include all owned, non-owned and hired vehicles** ; and
- Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

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

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

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- The specified insurance requirements do not relieve Independent Contractor of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Independent Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.

- Independent Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Independent Contractor or anyone employed, directed, or supervised by Independent Contractor.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Independent Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Independent Contractor or anyone employed, directed, or supervised by Independent Contractor

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Independent Contractor 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 Independent Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Independent Contractor's indemnity and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

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

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

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

15. **COMPLIANCE WITH APPLICABLE LAWS** Independent Contractor, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Independent Contractor shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

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

Without limitation of the foregoing, Independent Contractor's attention is directed to Title 41 "Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

Independent Contractor agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and sub consultants to participate to the extent possible, consistent with their qualification, quality of work, and obligation of Independent Contractor under this contract.

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

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

17. **ENDORSEMENT** Independent Contractor shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Independent Contractor or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Independent Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
19. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Independent Contractor related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

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

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

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

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

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

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

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

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

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