



CONTRACT FOR PROFESSIONAL SERVICES

DESIGN AND CONSTRUCTION OVERSIGHT FOR DIVISION OF PUBLIC WORKS FACILITY

A CONTRACT BETWEEN

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

HKT ARCHITECTS, INC.

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

NAME AND TITLE OF ARCHITECT

24 ROLAND STREET, SUITE 301, CHARLESTOWN, MA 02129

ADDRESS OF ARCHITECT

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

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

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

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

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

Exhibit A--General Conditions for Contracts

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

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

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

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

SCOPE OF WORK:

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

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

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

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

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

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

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

- Electronically via email to VendorAPIInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

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

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

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

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

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

CITY OF NASHUA REPRESENTATIVE:

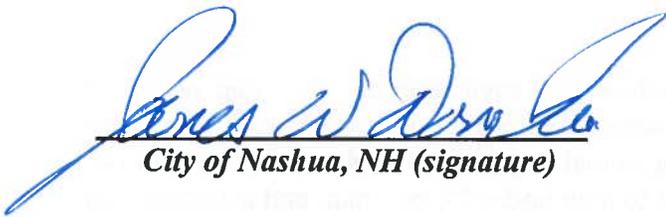
ARCHITECT REPRESENTATIVE:

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

HKT Architects Inc.
William R. Hammer,
AIA Principal
24 Roland Street, Suite 301
[Charleston](#), MA 02129
Charlestown

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

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



City of Nashua, NH (signature)



HKT Architects Inc (signature)

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

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

3/21/20
Date

3.6.2020
Date

**EXHIBIT A
TABLE OF CONTENTS
GENERAL CONDITIONS**

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

General Terms and Conditions

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

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

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

Architect shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by Architect to perform work under this contract. Approved key personnel shall not be

taken off of the project by Architect without the prior written approval of the City of Nashua, except in the event of termination of employment. Architect shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

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

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

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

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

to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

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

8. **TERMINATION OF CONTRACT**

A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL. The City of Nashua, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide Architect 10 day's written notice of its intent to do so.

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

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

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

In the event of a termination, abandonment, or suspension at will, Architect shall receive all amounts due and not previously paid to Architect for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work

thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

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

Upon receipt of notice of termination for cause, Architect shall:

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

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

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

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

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

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

Architect shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. ~~None of the requirements as to types and limits to be maintained by Architect are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Architect under this contract.~~ The City of Nashua shall not maintain any insurance on behalf of Architect. Architect shall require Subcontractors to carry appropriate and lawful amounts of insurance for the services they are providing. Architect will ensure compliance with this section and shall receive valid certificates of insurance from all Subcontractors as proof that coverage is in place.

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

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

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

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

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

14. **COMPENSATION** Review by the City of Nashua of Architect's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City of Nashua. If there is insufficient information, the City of Nashua may require Architect to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Architect in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.
15. **COMPLIANCE WITH APPLICABLE LAWS** Architect, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Architect shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.
16. **NONDISCRIMINATION** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Architect agrees to the following terms. Architect will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Architect agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

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

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

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

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

contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Architect in the performance of its obligations under this contract must be retained by Architect for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Architect shall promptly remit and deliver the materials, at Architect's expense, to the City of Nashua. Architect shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Architect's obligations under this contract without the prior written consent of the City of Nashua.

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

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Architect in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Architect. The City of Nashua shall have the right to reproduce any such materials. Such materials shall not be used by the City for any other project without approval of the Architect.

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

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

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Architect shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Architect in writing that the whole of the work was

completed on the date indicated in the notice or provide Architect with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Architect shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.

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

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

Architect warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Architect to any officer or employee of the City of Nashua with

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

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

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



EXHIBIT B

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

December 10, 2019

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

Re: Nashua Public Works Project: New Building

Dear Lisa,

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

Consultants

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

Scope of Work

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

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

Assumptions and Exclusions:

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

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

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

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

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

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

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

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

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

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

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

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

The principal elements for this phase include the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Supplemental Services Fees:

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

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

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

The Tasks are as follows:

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

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

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

Site Plan Permitting:

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

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

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

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

The fees are broken down in the following chart:

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

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

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

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

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

Hourly rates for HKT shall be as follows:
 Principal \$245/Hour
 Associate \$220/Hour
 Project Manager \$190/Hour



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

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

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

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

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

Hourly Rates for Kalin Associates Inc. is as follows:

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

Hourly Rates for AKF Group are as follows:

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

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

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

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

Very truly yours,
HKT Architects Inc.

Janet M. Slemenda, AIA, Principal



William R. Hammer, AIA, Principal



