

NOTICE OF MEETING

In accordance with the requirements of NH RSA 91-A:2, II

THE
Joint Meeting Board of Police Commissioners and
Committee on Infrastructure

WILL MEET ON
February 5, 2025

AT
5:30 p.m.

LOCATION
Aldermanic Chamber, 2nd Floor,
City Hall, 229 Main Street

THE LOCATION OF THIS NOTICE IS POSTED:

Date of Posting:

☒ City Hall Bulletin Board (Elm Street/Rear Entry)	<u>1/24/2025</u>
☒ Nashua Public Library Bulletin Board	<u>1/24/2025</u>
☐ OTHER:	
☒ Website: <u>NashuaNH.gov/agendacenter</u>	<u>1/24/2025</u>

AFFIDAVIT OF POSTING

I, Susan Bailey, the Legislative Assistant, of the Legislative Office
hereby certify that on this 24 day, of month 1, 2025, the attached Notice of Meeting was posted
in the two places indicated on the notice, including an internet website, in accordance with the
requirements of NH RSA 91-A:2, II.



THE CITY OF NASHUA

Office of Administrative Services

"The Gate City"

Joint Committee on Infrastructure & Police Commission

Meeting of February 5, 2025

Agenda

A joint meeting of the Committee on Infrastructure & Police Commission is scheduled for Wednesday, February 5, 2025 at 6:00 PM in the Aldermanic Chamber

1. Opening Committee Meeting - General Introductory Remarks	Chairman O'Brien & Tim Cummings
2. Public Comment	-----
3. Approval of Minutes Minutes of January 13, 2025	Chairman O'Brien
4. General Progress Update - Tim Cummings To Provide Project Status	Review by Tim Cummings
5. Approval of Invoices - LBA January 13 th Invoice - \$2,352.32	T. Cummings
6. Approval of New Contracts / Proposals - Whiting-Turner – Construction Contract - Whiting-Turner – GMP - \$2,351,632.00 - LBA – Construction Amendment - \$75,140.00 - GPI – Construction Amendment - \$35,000.00	T. Cummings
7. General Financial Overview - \$3,500,000.00 Authorized - \$3,312,872.48 Budgeted through construction	T. Cummings
8. Old or Miscellaneous Business Items	-----
Adjourn Next Meeting: <u>March 5th @ 6 PM</u>	

LAVALLEE BRENSINGER ARCHITECTS

155 Dow Street, Suite 400
Manchester, NH 03101

Tim Cummings
City of Nashua
229 Main Street
Accounts Payable
Nashua, NH 03060

January 13, 2025
Project No: 23-003-00
Invoice No: 21324
Customer PO # 177390

Invoice Total: \$2,352.32

Project 23-003-00 City of Nashua Police Department - 9 Riverside Building Assessment

Professional Services from December 1, 2024 to December 31, 2024

Task 075 Facility Assessment and Code Review
Fee

Total Fee	65,000.00			
Percent Complete	100.00	Total Earned	65,000.00	
		Previous Fee Billing	65,000.00	
		Current Fee Billing	0.00	
		Total Fee		0.00
		Total this Task		0.00

Task 100 Basic Services
Fee

Billing Phase	Phase Fee	Percent Complete	Fee Earned	Previous Fee Billing	Current Fee Billing
Design	46,630.00	100.00	46,630.00	46,630.00	0.00
Construction Documents	42,141.00	100.00	42,141.00	41,298.18	842.82
Bidding and Negotiation	10,360.00	0.00	0.00	0.00	0.00
Total Fee	99,131.00		88,771.00	87,928.18	842.82
		Total Fee			842.82
		Total this Task			\$842.82

Task 200 Additional Services

Phase 001 Amend #4 - Misc. Scope Changes
Fee

Total Fee	24,550.00			
Percent Complete	83.00	Total Earned	20,376.50	
		Previous Fee Billing	19,149.00	
		Current Fee Billing	1,227.50	
		Total Fee		1,227.50

Billing Limits	Current	Prior	To-Date
Expense	0.00	0.00	0.00
Limit			2,000.00
Remaining			2,000.00

Project	23-003-00	City of Nashua PD - 9 Riverside Bldg	Invoice	21324
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Total this Phase \$1,227.50

Phase 002 Amend #3 - Data Closet
Fee

Total Fee 14,100.00

Percent Complete

100.00

Total Earned

14,100.00

Previous Fee Billing

13,818.00

Current Fee Billing

282.00

Total Fee

282.00

Billing Limits

Current

Prior

To-Date

Expense

0.00

0.00

0.00

Limit

300.00

Remaining

300.00

Total this Phase \$282.00

Phase 004 Amend #5 - New Generator
Fee

Total Fee 54,593.00

Percent Complete

25.00

Total Earned

13,648.25

Previous Fee Billing

13,648.25

Current Fee Billing

0.00

Total Fee

0.00

Billing Limits

Current

Prior

To-Date

Expense

0.00

0.00

0.00

Limit

1,500.00

Remaining

1,500.00

Total this Phase 0.00

Total this Task \$1,509.50

Total this Invoice \$2,352.32

Project Outstanding Invoices

Invoice Number	Invoice Date	Balance Due
21189	12/13/2024	6,106.23
Total		6,106.23

	Current	Prior	Total
Billings to Date	2,352.32	201,726.21	204,078.53

Your mission inspires us. Our creativity and knowledge empower you. Together we achieve excellence.

Thank you for your business. Our standard payment terms are thirty (30) days from invoice date. Any amounts remaining unpaid beyond thirty (30) days are subject to interest at a rate of 1.0% per month, 12% per annum or at the legal prevailing rate.



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is made:

BETWEEN the OWNER: City of Nashua, New Hampshire
229 Main Street
Nashua, NH 03060-2019

And the CONTRACTOR: Whiting – Turner Contracting Company
11 Apex Drive Suite 201A
Marlborough, MA 01752
and its successors, transferees and assignees
(together “CONTRACTOR”)

For the following Project: 9 Riverside – Police Training Facility Renovation

ARTICLE 1 – THE CONTRACT DOCUMENTS

The **CONTRACTOR** shall complete the work described in the Contract Documents for this project. The documents consist of:

1. This Agreement signed by the **OWNER** and **CONTRACTOR**, including the General Terms and Conditions;
2. GMP Submittal of January 31, 2025 (Attachment A)
3. Schedule Submittal of January 27, 2025 (Attachment B)
4. Award Package Letter of January 31, 2025 (Attachment C)
5. Payment and Performance Bonds and Insurance Certificate;
6. Notice of Award;
7. Written change orders for minor changes in the Work issued after execution of this Agreement; and
8. Fully Executed **OWNER** Purchase Order

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 Proposals and the terms of this Agreement, a written change order and/or fully executed **OWNER** Purchase Order, the terms of this Agreement, the written change order or the fully executed **OWNER** Purchase Order shall control over the terms of the Proposals

ARTICLE 2 – WORK TO BE PERFORMED

Except as otherwise provided in this contract, **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.

DESCRIPTION OF WORK:

Per the 100% Construction Documents Design set prepared by Lavallee Brensinger Architects

ARTICLE 3 – PERIOD OF PERFORMANCE

CONTRACTOR shall perform and complete all work by February 13, 2025 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. **CONTRACTOR** shall begin performance upon receipt of an Executed Contract and a valid Purchase Order issued from the City of Nashua.

ARTICLE 4 – CONTRACT SUM

Subject to additions and deductions by Change Order, the **OWNER** shall pay **CONTRACTOR**, in accordance with the Contract Documents as defined in Attachment A in the GMP Submittal of January 31, 2025, the Contract Sum of:

DOLLARS **(\$ 2,351,632.00)**

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

ARTICLE 5 – INSURANCE AND INDEMNIFICATION

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;
- Motor Vehicle Liability: \$1,000,000 Combined Single Limit; ***Coverage must include all owned, non-owned and hired vehicles;** and
- Workers' Compensation Coverage in compliance with the State of NH Statutes, \$100,000/\$500,000/\$100,000.

The parties agree that **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, or subcontractor's. The only contractual relationship created by this contract is between the **OWNER** and **CONTRACTOR**, and nothing in this contract shall create any contractual relationship between the **OWNER** and **CONTRACTOR's** consultants, sub consultants, or subcontractor's. The parties also agree that **CONTRACTOR** is not an **OWNER** employee and that there shall be no:

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

CONTRACTOR will provide the **OWNER** with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the **OWNER** issues the notice of award. The **OWNER** 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 OWNER as an additional insured** and reflect on the certificate of insurance. **CONTRACTOR** is responsible for filing updated certificates of insurance with the **OWNER'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 **CONTRACTOR** of its responsibilities or limit the amount of its liability to the **OWNER** or other persons, and **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 **OWNER** shall be called upon to contribute to a loss.
- **CONTRACTOR** is responsible for and required to remedy all damage or loss to any property, including property of the **OWNER**, caused in whole or part by **CONTRACTOR** or anyone employed, directed, or supervised by **CONTRACTOR**.
- The insurance provided herein is primary, and no insurance held or owned by the **OWNER**, shall be called upon to contribute to a loss.
- **CONTRACTOR** is responsible for and required to remedy all damage or loss to any property, including property of the **OWNER**, caused in whole or part by **CONTRACTOR** or anyone employed, directed, or supervised by **CONTRACTOR**.

Regardless of any coverage provided by any insurance, **CONTRACTOR** agrees to indemnify and hold harmless the **OWNER**, 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 **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. **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.

General Terms and Conditions

ARTICLE 6 – GENERAL PROVISIONS

1. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.
2. The term “Work” means the construction and services required by the Contract Documents, and include all other labor, materials, equipment and services provided by the **CONTRACTOR** to fulfill the **CONTRACTOR**’s obligations.
3. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the **CONTRACTOR**. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
4. In the case of a discrepancy, calculated dimensions will govern over scaled dimensions, Contract Drawings will govern over Standard Specifications, and Technical Specifications will govern over both Contract Drawings and Standard Specifications. In the case of a discrepancy between the Agreement and other Contract Documents, the more specific or stringent obligation or requirement to the benefit of the **OWNER** shall take precedence.
5. The **CONTRACTOR** shall take no advantage of any apparent error or omission in the Contract Drawings or Technical Specifications, and the Engineer will be permitted to make such corrections and interpretations as may be deemed necessary to fulfill the intent of the Contract Documents.

ARTICLE 7 – OWNER

1. Except for permits and fees, which are the responsibility of the **CONTRACTOR** under the Contract Documents, the **OWNER** shall obtain and pay for other necessary approvals, easements, assessments and charges.
2. If the **CONTRACTOR** fails to correct Work that is not in accordance with the Contract Documents, the **OWNER** may direct the **CONTRACTOR** in writing to stop the Work until the correction is made.
3. If the **CONTRACTOR** defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the **OWNER** to correct such default or neglect with diligence and promptness, the **OWNER** may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the **CONTRACTOR**.
4. The **OWNER** reserves the right to perform construction or operations related to the project with the **OWNER**’s own forces, and to award separate contracts in connection with other portions of the project.
5. The **CONTRACTOR** shall coordinate and cooperate with separate **CONTRACTORs** employed by the **OWNER**.
6. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 8 – CONTRACTOR

1. Execution of the Contract by the **CONTRACTOR** is a representation that the **CONTRACTOR** has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
2. The **CONTRACTOR** shall carefully study and compare the Contract Documents with each other and with information furnished by the **OWNER**. Before commencing activities, the **CONTRACTOR** shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the **CONTRACTOR** with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the **OWNER**.
3. Within ten (10) days of notification of award, and prior to commencement of work, the **CONTRACTOR** shall obtain and forward to **OWNER** a Payment Bond and a Performance Bond representing 100% of the contract work.
4. The **CONTRACTOR** shall supervise and direct the Work, using the **CONTRACTOR's** best skill and attention. The **CONTRACTOR** shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
5. The **CONTRACTOR**, as soon as practicable after award of the Contract, shall furnish in writing to the **OWNER** the names of subcontractors or suppliers for each portion of the Work. The **OWNER** will promptly reply to the **CONTRACTOR** in writing if, after due investigation, he has reasonable objection to the subcontractors or suppliers listed.
6. Unless otherwise provided in the Contract Documents, the **CONTRACTOR** shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.
7. The **CONTRACTOR** shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
8. The **CONTRACTOR** warrants to the **OWNER** that (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.
9. The **CONTRACTOR** shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.
10. The **CONTRACTOR** shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
11. The **CONTRACTOR** shall comply with and give notices required by agencies having jurisdiction over the Work. If the **CONTRACTOR** performs Work knowing it to be contrary to laws, statutes, ordinances building codes, and rules and regulations without notice to the **OWNER**, the **CONTRACTOR** shall assume full responsibility for such Work and shall bear the attributable costs. The **CONTRACTOR** shall promptly notify the **OWNER** in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.
12. The **CONTRACTOR** shall promptly review, approve in writing and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

13. The **CONTRACTOR** shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the **OWNER**.
14. The **CONTRACTOR** shall be responsible for cutting, fitting or patching required completing the Work or to make its parts fit together properly.
15. The **CONTRACTOR** shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
16. Upon completion of WORK, **CONTRACTOR** warrants and guarantees to **OWNER**, for one (1) year, and that all WORK was completed in accordance with the Contract Documents and will not be defective. **CONTRACTOR's** warranty and guarantee hereunder excludes defects or damage caused by:
 - Abuse, modification, or improper maintenance or operation by persons other than **CONTRACTOR**, subcontractors, suppliers, or any other individual or entity for whom **CONTRACTOR** is responsible; or
 - Normal wear and tear under normal usage.

ARTICLE 9 – CHANGES IN THE WORK

1. After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The **OWNER**, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
2. A Change Order shall be a written order to the **CONTRACTOR** signed by the **OWNER** to change the Work, Contract Sum or Contract Time.
3. Change Order requests must include material and equipment cost plus labor with a profit margin of no more than 10%. Change Orders may require approval by the Board of Public Works and the **OWNER's** Finance Committee vote prior to proceeding.
4. The **OWNER** will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the **OWNER** and **CONTRACTOR**. The **CONTRACTOR** shall carry out such written orders promptly.
5. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment following authorization of the **OWNER** to the charges.

ARTICLE 10 – TIME

1. Time limits stated in the Contract Documents are of the essence to the Contract.
2. If the **CONTRACTOR** is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the **CONTRACTOR's** control, the Contract Time shall be extended by Change Order for such reasonable time as may be determined.

ARTICLE 11 – PAYMENTS AND COMPLETION

1. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the **OWNER** to the **CONTRACTOR** for performance of the Work under the Contract Documents.
2. Once every thirty (30) days, the **CONTRACTOR** shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the **CONTRACTOR's** right to payment as the **OWNER** may reasonably require.
3. Application for Payment performed under this agreement shall be submitted as follows:
 - 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 **OWNER** requires that all submitted invoices contain a valid **PURCHASE ORDER NUMBER**.

4. The **CONTRACTOR** warrants that title to all Work covered by an Application for Payment will pass to the **OWNER** no later than the time of payment. The **CONTRACTOR** further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the **OWNER** shall, to the best of the **CONTRACTOR's** knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the **OWNER's** interests.
5. **OWNER** shall make payments, for work satisfactorily completed and accurately invoiced, on the basis of **CONTRACTORs** Application for Payment, within 30 days of approval by the **OWNER**.
6. The **CONTRACTOR** shall promptly pay each subcontractor and supplier out of the amount paid to the **CONTRACTOR** on account of such entities' portion of the Work.
7. The **OWNER** shall have no responsibility for the payment of money to a subcontractor or supplier.
8. An Application for Payment, a progress payment, or partial or entire use or occupancy of the project by the **OWNER** shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.
9. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the **OWNER** can occupy or utilize the Work for its intended use.
10. When the Work or designated portion thereof is substantially complete, the **CONTRACTOR** and **OWNER** shall establish responsibilities for completion and shall fix the time within which the **CONTRACTOR** shall finish all items on the list accompanying

the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

11. Upon receipt of a final Application for Payment, the **OWNER** will inspect the Work. When he finds the Work acceptable and the Contract fully performed, the **OWNER** will promptly issue a final Certificate for Payment.
12. Acceptance of final payment by the **CONTRACTOR**, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 12– RETAINAGE

1. The **OWNER** will retain a portion of the progress payment, each month, in accordance with the following procedures:
 - a. The **OWNER** will establish an escrow account in the bank of the **OWNER's** choosing. The account will be established such that interest on the principal will be paid to the **CONTRACTOR**. The principal will be the accumulated retainage paid into the account by the **OWNER**. The principal will be held by the bank, available only to the **OWNER**, until termination of the contract.
 - b. Until the work is 50% complete, as determined by the **OWNER**, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage will be deposited in the escrow account established above.
 - c. After the work is 50% complete, and provided the **CONTRACTOR** has satisfied the **OWNER** in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount will be withheld. The escrow account will remain at the same balance throughout the remainder of the project.
2. Upon final completion and acceptance of the Work, **OWNER** shall hold 2% retainage during the 1 (one) year warranty period and release it only after the project has been accepted.

ARTICLE 13 – PROTECTION OF PERSONS AND PROPERTY

1. The **CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The **CONTRACTOR** shall promptly remedy damage and loss to property caused in whole or in part by the **CONTRACTOR**, or by anyone for whose acts the **CONTRACTOR** may be liable.

ARTICLE 14 – CORRECTION OF WORK

1. The **CONTRACTOR** shall promptly correct Work rejected by the **OWNER** as failing to conform to the requirements of the Contract Documents. The **CONTRACTOR** shall bear the cost of correcting such rejected work
2. In addition to the **CONTRACTOR's** other obligations including warranties under the Contract, the **CONTRACTOR** shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

3. If the **CONTRACTOR** fails to correct nonconforming Work within a reasonable time, the **OWNER** may correct it and the **CONTRACTOR** shall reimburse the **OWNER** for the cost of the correction.

ARTICLE 15 – PROHIBITED INTERESTS

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

ARTICLE 16 – TERMINATION OF THE CONTRACT

TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL

The **OWNER**, 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 **OWNER** chooses to terminate, abandon, or suspend all or part of the project, it shall provide **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 that part of the project and contract.

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

- a. Immediately discontinue work on the date and to the extent specified in the notice.
- b. Provide the **OWNER** with a list of all unperformed services.
- c. 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.
- d. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the **OWNER** 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 **OWNER** any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
- e. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the **OWNER** to resume performance.

In the event of a termination, abandonment, or suspension at will, **CONTRACTOR** shall receive all amounts due and not previously paid to **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.

TERMINATION FOR CAUSE

This agreement may be terminated by the **OWNER** on 10 calendar day's written notice to **CONTRACTOR** in the event of a failure by **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 **OWNER**, to complete or make sufficient progress on the work in a timely and professional manner. **CONTRACTOR** shall be given an opportunity for consultation with the **OWNER** prior to the effective date of the termination. **CONTRACTOR** may terminate the contract on 10 calendar days written notice if, through no fault of **CONTRACTOR**, the **OWNER** fails to pay **CONTRACTOR** for 45 days after the date of approval by the **OWNER** of any Application for Payment.

Upon receipt of notice of termination for cause, **CONTRACTOR** shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the **OWNER** 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 **OWNER** 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 **OWNER** 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 **OWNER** to resume performance.

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

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

GENERAL PROVISIONS FOR TERMINATION

Upon termination of the contract, the **OWNER** may take over the work and prosecute it to completion by agreement with another party or otherwise. Upon termination of the contract or in the event **CONTRACTOR** shall cease conducting business, the **OWNER** shall have the right to solicit applications for employment from any employee of the **CONTRACTOR** assigned to the performance of the contract. Neither party shall be considered in default of the 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 **CONTRACTOR's** principals, officers, employees, agents, subcontractors, sub consultants, vendors, or suppliers are expressly recognized to be within **CONTRACTOR's** control.

ARTICLE 17 – 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 **OWNER** Representative and the **CONTRACTOR** Representative. At all times, **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 **OWNER**. 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.

ARTICLE 18 – 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

ARTICLE 19 – MISCELLANEOUS PROVISIONS

1. Neither party to the Contract shall assign the Contract as a whole without written consent of the other.
2. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.
3. If additional testing is required, the **CONTRACTOR** shall perform these tests.
4. The **OWNER** shall pay for tests except for testing Work found to be defective for which the **CONTRACTOR** shall pay.

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 W. Donchess, Mayor
(Printed Name and Title)

Date

CONTRACTOR (signature)

(Printed Name and Title)

Date

Attachment A

GMP Submittal
January 31, 2025

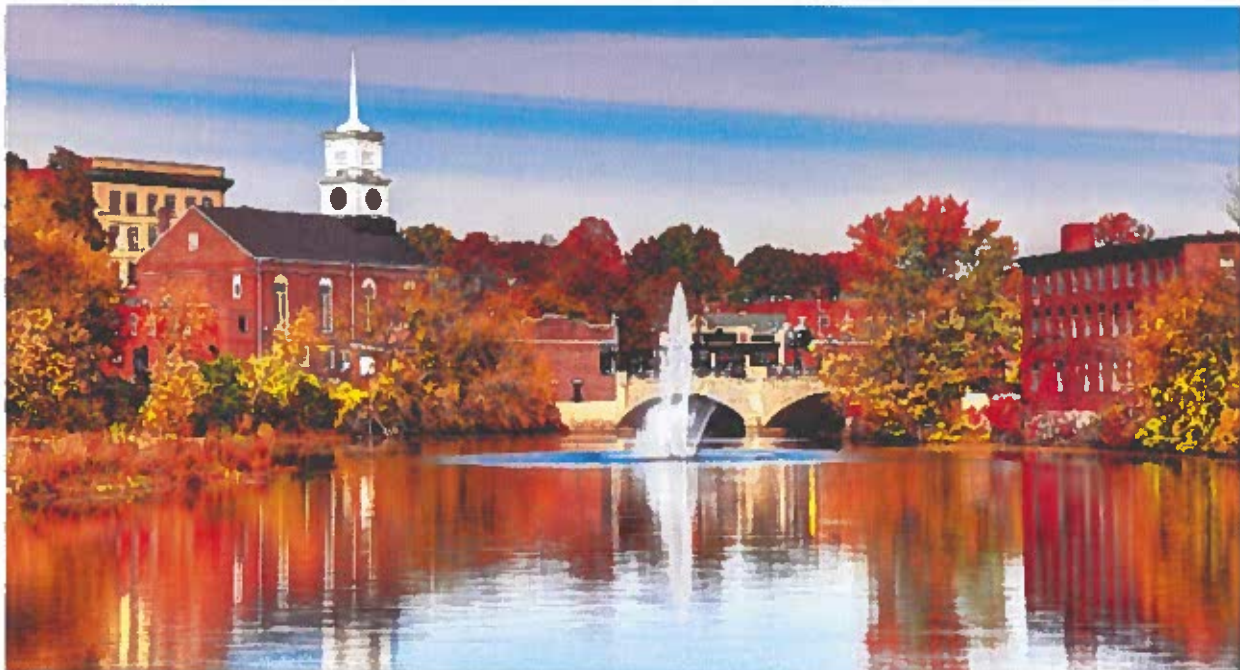


The Whiting-Turner Contracting Company
11 Apex Drive Suite 201A
Marlborough, MA 01752
508-875-4100
www.whiting-turner.com

Project Name: 9 Riverside (Nashua Police Department)
Type of Estimate: GMP
Estimate Date: January 31, 2025
Project Location: 9 Riverside St
Nashua NH, 03062
Client: City of Nashua, NH

Architect/Engineer: Lavallee Brensinger Architects
Owner Representative: Greenman-Pederson, Inc.
Whiting-Turner Contact: Adam Hunter
603-537-8261

Document Set: 100% Construction Documents
Project Schedule (Months): 8
Gross Building Area (GSF): 25,000
Site Area (Acres): 8.00
Project Description: Upgrades to the existing building systems in order to decouple Nashua PD activities from other tenant's functions and to bring the facility up to modern operational and security standards. The project also includes a standalone garage structure to store NPD special vehicles, associated site improvements and perimeter fencing.



WT Estimator: Adam Hunter

9 Riverside (Nashua Police Department)
GMP - 01/31/2025

SUMMARY 

DIVISION	PROJECT		PROJECT TOTAL		
	0	BLDG	0	GSF	
	COST	% COW	COST	\$/SF	% COW
01 General Requirements	\$ 124,690	7.20%	\$ 124,690	\$ -	7.20%
02 Existing Conditions	\$ -	0.00%	\$ -	\$ -	0.00%
03 Concrete	\$ 76,040	4.39%	\$ 76,040	\$ -	4.39%
04 Masonry	\$ -	0.00%	\$ -	\$ -	0.00%
05 Metals	\$ 76,800	4.43%	\$ 76,800	\$ -	4.43%
06 Wood, Plastics, and Composites	\$ 76,926	4.44%	\$ 76,926	\$ -	4.44%
07 Thermal & Moisture Protection	\$ 290,072	16.74%	\$ 290,072	\$ -	16.74%
08 Openings	\$ 106,456	6.14%	\$ 106,456	\$ -	6.14%
09 Finishes	\$ 98,800	5.70%	\$ 98,800	\$ -	5.70%
10 Specialties	\$ -	0.00%	\$ -	\$ -	0.00%
11 Equipment	\$ -	0.00%	\$ -	\$ -	0.00%
12 Furnishings	\$ -	0.00%	\$ -	\$ -	0.00%
13 Special Construction	\$ -	0.00%	\$ -	\$ -	0.00%
14 Conveying Systems	\$ -	0.00%	\$ -	\$ -	0.00%
21 Fire Suppression	\$ 7,500	0.43%	\$ 7,500	\$ -	0.43%
22 Plumbing	\$ -	0.00%	\$ -	\$ -	0.00%
23 HVAC	\$ 13,065	0.75%	\$ 13,065	\$ -	0.75%
25 Integrated Automation	\$ -	0.00%	\$ -	\$ -	0.00%
26 Electrical	\$ 208,300	12.02%	\$ 208,300	\$ -	12.02%
27 Communications	\$ -	0.00%	\$ -	\$ -	0.00%
28 Electronic Safety & Security	\$ 43,721	2.52%	\$ 43,721	\$ -	2.52%
31 Earthwork	\$ 428,100	24.70%	\$ 428,100	\$ -	24.70%
32 Exterior Improvements	\$ 162,424	9.37%	\$ 162,424	\$ -	9.37%
33 Site Utilities	\$ 20,000	1.15%	\$ 20,000	\$ -	1.15%
SUBTOTAL - COST OF WORK			\$ 1,732,894	\$ -	100.00%
Subcontractor Default Insurance (SDI)	\$ 22,528	1.30%	\$ 22,528	\$ -	
Estimating Contingency			\$ -	\$ -	
Construction/CM Contingency	\$ 87,771	5.00%	\$ 87,771	\$ -	
Escalation Contingency			\$ -	\$ -	
General Conditions			\$ 403,652	\$ -	
Liability Insurance	\$ 24,715	1.10%	\$ 24,715	\$ -	
Whiting-Turner Bond	\$ 22,716	1.00%	\$ 22,716	\$ -	
Whiting-Turner Fee	\$ 57,357	2.50%	\$ 57,357	\$ -	
Builder's Risk Insurance			\$ -	\$ -	
PROJECT TOTALS			\$ 2,351,632		

BUILDING

	DESCRIPTION	TOTAL	COMMENTS
01	GENERAL REQUIREMENTS		
	Drawings & Specifications	\$ 500.00	
	Trailer Rental - Storage	\$ 2,400.00	
	Temporary Internet / Wireless / MPLS	\$ 5,600.00	
	NFPA 241	\$ 5,000.00	
	Survey & Layout	\$ 5,000.00	
	Temporary Electric Hookups / Removals	\$ 5,000.00	
	First Aid Stations & Defib	\$ 1,500.00	
	Temporary Fencing & Barriers	\$ 12,420.00	Based on Proposal Provided by Patriot Fence +15%
	Project Safety (Rails, Floor Covers, Signage, Etc)	\$ 1,000.00	
	Fire Extinguishers	\$ 750.00	
	Sanitary Facilities	\$ 4,800.00	
	Dumpsters	\$ 8,000.00	
	Project Signage, Federal, State, EEO, Safety Required Postings	\$ 1,000.00	
	Labor - Daily Cleanup	\$ 28,800.00	1 Laborer one day a week
	GPR / As-Builts	\$ 6,600.00	
	Potholing & Utility Avoidance	\$ 17,000.00	
	3rd Party Testing	\$ 5,000.00	
	Consultants (Envelope, Structural)	\$ 10,000.00	
	Labor - Final Cleaning	\$ 4,320.00	
	TOTAL - DIV 1	\$ 124,690.00	
02	EXISTING CONDITIONS		
	TOTAL - DIV 2	\$ -	
03	CONCRETE		
	03 30 00 Cast-In-Place Concrete		
	Concrete Package	\$ 63,040.00	Based on Form-Up Foundations Proposal
	Fill Bollards	\$ 2,500.00	Based on Form-Up Foundations Proposal
	Concrete Wash Out	\$ 2,500.00	Based on Form-Up Foundations Proposal
	High Early Concrete Mix	\$ 2,400.00	Based on Form-Up Foundations Proposal
	Grout Pack at Base Plates Allowance (qty. 8)	\$ 1,600.00	
	New Sidewalk Allowance	\$ 3,000.00	
	Grouting at door thresholds per J1/A2.1	\$ 1,000.00	
	TOTAL - DIV 3	\$ 76,040.00	
04	MASONRY		
	TOTAL - DIV 4	\$ -	
05	METALS		
	05 50 00 Metal Fabrications		
	Window Security Grates	\$ 11,000.00	Based on RMS Proposal
	05 51 00 Structural Steel Framing		
	Steel Package	\$ 57,000.00	Based on RMS Proposal
	Panel Support at Tube Steel Where Angle Doesn't Fit	\$ 8,000.00	
	TOTAL - DIV 5	\$ 76,800.00	
06	WOOD, PLASTICS, AND COMPOSITES		
	06 00 00 Rough Carpentry		
	Furnish Prefabricated Wood Truss & Supplemental Wood Framing	\$ 24,100.00	Based on Proposal by Schwanz Construction
	Truss Installation	\$ 21,335.00	Based on Proposal by Schwanz Construction
	F&I Nailable Insulation, Vapor Retarder & top layer sheathing	\$ 17,491.00	Based on Proposal by Schwanz Construction
	Allowance for constructability of open air vent	\$ 9,000.00	
	Miscellaneous Blocking and Framing	\$ 5,000.00	
	TOTAL - DIV 6	\$ 76,926.00	
07	THERMAL & MOISTURE PROTECTION		
	078400 Firstopping		
	Fire Stopping	\$ 4,500.00	
	072500 Metal Roof & Wall Panels		
	Self Adhered Sheet Membrane per A2.1 at Exterior Doors	\$ 4,000.00	Based on Gleeson Powers Proposal
	07 41 00 Fluid Applies Waterproofing		
	Waterproofing at Subgrade Foundation Walls	\$ 29,215.00	Based on Gleeson Powers Proposal
	07 42 13 Metal Roof Panels		
	Standing Seam Roof	\$ 88,642.00	Based on Facades Proposal
	Exterior Soffit Metal Panels	\$ 10,915.00	Based on Facades Proposal
	AVB Adjustments to details per Envelope Consultant	\$ 2,500.00	
	074214 Insulated Metal Wall Panels		
	Metal Panel Infills at Building Exterior (E1 & E2)	\$ 10,400.00	Based on Brookside Proposal
	Insulated Metal Panels	\$ 118,700.00	Based on Brookside Proposal
	Interior Ceiling Panels	\$ 17,000.00	Based on Brookside Proposal
	Allowance for interface of metal panels & roof system	\$ 3,000.00	

BUILDING

DESCRIPTION	TOTAL	COMMENTS
07 90 05 Joint Sealants		
SOG Joint Sealants	\$ 1,200.00	Based on Gleeson Powers Proposal
TOTAL - DIV 7	\$ 290,072.00	
08 OPENINGS		
08 11 13 Hollow Metal Doors and Frames		
Furnish only HM Doors & Frames	\$ 44,690.00	Based on Exactitude Proposal
RS106 Door Allowance	\$ 5,000.00	Not included in 95% drawings sent to bidders
RS102 new security hardware	\$ 1,200.00	
Glazing for Hollow Metal Doors	\$ 1,566.00	Based on Exactitude Proposal
08 30 00 Specialty Doors		
Overhead Coiling Doors	\$ 47,000.00	Based on Alta proposal
Blocking for Overhead Doors Allowance	\$ 2,000.00	
08 14 16 Flush Wood Doors		
Furnish only Wood Doors	\$ -	Included in Exactitude Proposal
Glazing for Wood Doors	\$ -	Included in Exactitude Proposal
08 71 00 Finish Door Hardware		
Furnish only All Door Hardware	\$ -	Included in Exactitude Proposal
Shipping for all DFH Material	\$ -	Included in Exactitude Proposal
Miscellaneous components to interface with security	\$ 5,000.00	
TOTAL - DIV 8	\$ 106,456.00	
09 FINISHES		
092116 Gypsum Wall Board Interior Partition		
Interior Framing & Drywall	\$ 19,900.00	Based on Optiline Proposal
Welded Frame Installation	\$ 750.00	Based on Optiline Proposal
Door Hardware Installation	\$ 2,600.00	Based on Optiline Proposal
Ceiling Patches for Occupancy Sensors	\$ 3,200.00	Based on Optiline Proposal
Patch Infills in Exterior Walls	\$ 1,200.00	Based on Optiline Proposal
Selective Demolition (remove existing doors/frames, skylight hardware, New IT room door demolition)	\$ 7,500.00	Based on Optiline Proposal
Sealant & Backer Rod at exterior door infills	\$ 1,500.00	Based on Optiline Proposal
Added blocking for Mechanical and Electrical	\$ 10,000.00	
Drywall patching at added blocking	\$ 5,000.00	Added drywall patching at blocking
Misc Drywall Patching for Electricians/Security	\$ 10,000.00	
Allowance for VCT flooring at door entry per J12/A1.1 - product not specified	\$ 2,000.00	
Allowance for WT Required Jobsite Signage Board	\$ 2,500.00	
Hardware Unloading, Inventory, & Coordination	\$ 4,000.00	
09 90 00 Painting and Coating		
Paint GWB Walls	\$ 10,850.00	Based on King Painting Proposal
Misc. Painted Finishes - Allowance	\$ 7,500.00	
Paint Patching for electrical pathways	\$ 2,000.00	
Paint Exterior Man Door Allowance	\$ 800.00	
Sealed Concrete Floor Allowance	\$ 7,500.00	
TOTAL - DIV 9	\$ 98,800.00	
10 SPECIALTIES		
TOTAL - DIV 10	\$ -	
11 EQUIPMENT		
TOTAL - DIV 11	\$ -	
12 FURNISHINGS		
TOTAL - DIV 12	\$ -	
13 SPECIAL CONSTRUCTION		
TOTAL - DIV 13	\$ -	
14 CONVEYING SYSTEMS		
TOTAL - DIV 14	\$ -	
21 FIRE SUPPRESSION		
21010000 Fire Suppression		
Sprinkler Relocation for New Walls Allowance	\$ 7,500.00	
TOTAL - DIV 21	\$ 7,500.00	
22 PLUMBING		
TOTAL - DIV 22	\$ -	
23 HVAC		
23010000 Mechanical Systems		
Mini Split for new IDF Room	\$ 10,565.00	Based on Correct Temp Proposal

BUILDING

DESCRIPTION	TOTAL	COMMENTS
Allowance for ceiling/wall removal & replacement for mini split piping & wiring	\$ 2,000.00	
Added Cleanout for Condensate Line at AC-1	\$ 500.00	not shown in 95% CDs sent to bidders
TOTAL - DIV 23	\$ 13,065.00	
25 INTEGRATED AUTOMATION		
TOTAL - DIV 25	\$ -	
26 ELECTRICAL		
26 00 00 Electrical		
Electrical Scope per E001-E900	\$ 142,300.00	Based on RELCO Proposal
IT Cabling (Data Room Relocation)	\$ 50,000.00	Based on RELCO Proposal
UPS	\$ -	Included in RELCO Proposal
Security and IT Support	\$ 5,000.00	
Coverplates on existing outlets	\$ 1,000.00	
Raceway Installation for Access Controls	\$ 3,000.00	
Cable Tray	\$ 1,500.00	
Make Safe Site Sign & Demo Existing Conduit Back to Point of Origin	\$ 1,500.00	
F&I Concrete Pull Boxes	\$ 4,000.00	
TOTAL - DIV 26	\$ 208,300.00	
27 COMMUNICATIONS		
TOTAL - DIV 27	\$ -	
28 ELECTRONIC SAFETY & SECURITY		
28 00 00 Electronic Safety and Security		
Security Cameras	\$ 16,836.00	Based on Protech Proposal
Access Controls	\$ 26,885.00	Based on Protech Proposal
TOTAL - DIV 28	\$ 43,721.00	
31 EARTHWORK		
31 00 00 Earthwork		
Additional 6" of Crushed Stone Base Under SOG	\$ 7,000.00	100% CDs increased crushed stone depth by 6"
Sitework Package	\$ 334,300.00	Based on Form-Up Sitework Proposal
Demo and Remove Existing Shed	\$ 18,000.00	Based on Form-Up Sitework Proposal
Storm Event Mediation	\$ 9,600.00	Based on Form-Up Sitework Proposal
Hazardous/Unsuitable Material Haul Off & Disposal	\$ 33,000.00	
Allowance for Added Construction Entrance	\$ 15,000.00	Included in Form-Up Sitework Proposal
Miscellaneous Temporary Fencing Repairs	\$ 3,000.00	
Added Silt Fence Between Parking Area and Back Lot	\$ 3,000.00	Included in Form-Up Sitework Proposal
Remove Existing Sidewalk/Parking Lot for Sign Conduit Removal	\$ 2,700.00	Based on Form-Up Sitework Proposal. WT previously carried \$3500
Added Silt Sacks at Main Entrance and Garage Basins	\$ 1,000.00	Included in Form-Up Sitework Proposal
Allowance for Concrete at Underground Conduit	\$ 1,500.00	
TOTAL - DIV 31	\$ 428,100.00	
32 EXTERIOR IMPROVEMENTS		
32 00 00 Exterior Improvement		
Manual Sliding Gate in Lieu of Standard Gate	\$ 1,500.00	
Permanent Chain Link Fence with Privacy Slats	\$ 112,000.00	Based on Capitol Proposal
Retaining Wall Repair Work	\$ 25,424.00	Based on Form-Up Sitework Proposal
Misc. Hydroseeding	\$ 3,500.00	Based on Form-Up Sitework Proposal
Misc. Loam	\$ 4,500.00	
Misc. Raking & Seeding Allowance	\$ 500.00	
Replacing Trees 2.5-3" Caliper	\$ 15,000.00	
TOTAL - DIV 32	\$ 162,424.00	
33 SITE UTILITIES		
33 40 00 Storm Drain Utilities		
Stormwater Piping Rework Allowance	\$ 20,000.00	
TOTAL - DIV 33	\$ 20,000.00	
TOTAL BUILDING	\$ 1,732,894.00	

MARKUPS

COST OF WORK SUMMARY

COST OF WORK SUBTOTALS	TOTAL COST	% of COW
Building	\$ 1,732,894	100.0%
Garage	\$ -	0.0%
Site Development	\$ -	0.0%
TOTAL - COST OF WORK	\$ 1,732,894	100.0%

DESCRIPTION	QTY	UNIT	UNIT \$	TOTAL	COMMENTS
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7 GENERAL

BUILDING

Subcontractor Default Insurance (SDI)	1.30%	ls	\$ 1,732,894.00	\$ 22,528	Link to FOE - Bonds/SDI
General Requirements	0.00%	ls	\$ 1,755,421.62	\$ -	
Estimating Contingency	0.00%	ls	\$ 1,755,421.62	\$ -	for design development through precon
Construction/CM Contingency	5.00%	ls	\$ 1,755,421.62	\$ 87,771	
Escalation Contingency	0.00%	ls	\$ 1,843,192.70	\$ -	Link to Cost Sharepoint - Time & Money Alerts
General Conditions	13.60%	ls	\$ 1,843,192.70	\$ 403,652	
Liability Insurance	1.10%	ls	\$ 2,246,844.70	\$ 24,715	Link to FOE - Insurance
Whiting-Turner Bond	1.00%	ls	\$ 2,271,560.00	\$ 22,716	Link to FOE - Bonds/SDI
Whiting-Turner Fee	2.50%	ls	\$ 2,294,275.60	\$ 57,157	
Builder's Risk Insurance	0.00%	ls	\$ 2,351,632.49	\$ -	Link to FOE - Insurance

Subtotal - BUILDING \$ 618,738

GARAGE

Subcontractor Default Insurance (SDI)	1.30%	ls	\$ -	\$ -	
General Requirements	0.00%	ls	\$ -	\$ -	
Estimating Contingency	0.00%	ls	\$ -	\$ -	
Construction/CM Contingency	5.00%	ls	\$ -	\$ -	
Escalation Contingency	0.00%	ls	\$ -	\$ -	
General Conditions	13.60%	ls	\$ -	\$ -	
Liability Insurance	1.10%	ls	\$ -	\$ -	
Whiting-Turner Bond	1.00%	ls	\$ -	\$ -	
Whiting-Turner Fee	2.50%	ls	\$ -	\$ -	
Builder's Risk Insurance	0.00%	ls	\$ -	\$ -	

Subtotal - GARAGE \$ -

SITE DEVELOPMENT

Subcontractor Default Insurance (SDI)	1.30%	ls	\$ -	\$ -	
General Requirements	0.00%	ls	\$ -	\$ -	
Estimating Contingency	0.00%	ls	\$ -	\$ -	
Construction/CM Contingency	5.00%	ls	\$ -	\$ -	
Escalation Contingency	0.00%	ls	\$ -	\$ -	
General Conditions	13.60%	ls	\$ -	\$ -	
Liability Insurance	1.10%	ls	\$ -	\$ -	
Whiting-Turner Bond	1.00%	ls	\$ -	\$ -	
Whiting-Turner Fee	2.50%	ls	\$ -	\$ -	
Builder's Risk Insurance	0.00%	ls	\$ -	\$ -	

Subtotal - SITE DEVELOPMENT \$ -

TOTAL - Z GENERAL \$ 618,738

TOTAL MARKUPS \$ 618,738

Notes, Qualifications and Exclusions

31-Jan-25

General	
1	This GMP is based on the 100% Construction Bid Documents Set and Project Manual created by Lavallee Brensinger Architects dated 1/1/25.
2	These qualifications supersede any other documents, including the Contract Documents.
3	GMP includes SDI program in lieu of subcontractor P&P bonds.
4	WT has not included any cost specifically for CALEA accreditation outside of scope shown in the Construction Documents.
5	Design work, including delegated design is excluded.
6	GMP excludes permit fee as it is understood that this fee will be waived
7	Rates for office, field and support staff can be provided upon request.
8	GMP is valid for 30 days.
9	Masonry point up is excluded.
10	Assumes temporary utility costs are by others (electric, water / sewer, gas, etc).
11	Assumes temporary office space for Whiting-Turner PM / Superintendent is made available inside building (min 250SF) for construction duration.
12	Winter conditions are excluded.
13	GMP does not include LEED participation.
14	Builder's Risk Insurance has been excluded from this GMP. Builder's Risk Insurance is assumed to be provided by Owner per previous correspondence including payment of any deductibles. Whiting-Turner shall be included as Additional Insured.
15	Prevailing Wage any special wage requirements have been excluded.
16	Existing dog kennel in the vicinity of this work may need to be relocated during construction operations in order to install the permanent fence. Cost for this have not been included.
Site/Demolition	
17	GMP assumes the building and grounds are clean and free of hazardous substances. Abatement, treatment, removal, handling or disposal of any kind of hazardous material is excluded. It is assumed the owner will perform survey, sampling and testing by a qualified testing agency.
18	GMP does not include removal or relocation of any subgrade MEPs not shown on contract documents.
19	GMP does not include any rock or ledge removal.
20	Existing trees will need to be removed at the graded area where the retaining wall is being removed (assumed 12). Pricing assumes trees can be removed as necessary, and an allowance has been carried for replanting 12 trees.
21	An allowance has been carried for potential rework at the Stormwater Piping due to unknowns about downsizing the connecting pipes.
Structure	
Skin	
22	GMP excludes existing building envelope repairs except infill of removed exterior door per contract documents.
23	WT cannot guarantee that oil canning will not occur to the standing seam metal roof. Oil canning is an inherent quality of standing seam metal roofs and does not affect the structural integrity. Whiting-Turner recommends owner research this condition.
24	Snow guards on the garage roof are not shown on E1/A1.2B and are excluded.
25	GMP assumes wallguard prefabricated concrete faced insulation panel is acceptable in lieu of cement parging on the vertical perimeter insulation at the garage.
Interiors	
26	GMP assumes interior doors and frames are painted and walls are touched up with close match. Full room painting is not included.
27	Painting at drywall patching is included at the patched location only and does not include corner to corner.
28	An allowance has been carried for the VCT at the new Data Room as a product has not been specified.
29	Fire proofing is excluded.
30	GMP does not include finish painting new garage steel.
MEP	
31	It is assumed the designer has verified that life safety devices are not required for the garage (Fire Alarm, Sprinkler, etc.). It is assumed the garage does not require floor drains / oil water separator.
32	Sprinkler allowance included for new IT closet. This assumes the mains support additional branch and head. Stamped drawings are not included, fire protection engineering by others.
33	Cable tray assumed to be existing if required. Allowance covers branch connection to existing only.
34	Correction of existing code deficiencies is excluded.
Special Construction	
35	GMP excludes work in existing Police HQ or in off site locations.

Attachment B

Schedule

January 27, 2025

Page 1 of 6



Nashua Police Training Facility-LIVE

Data Date: 27-Jan-25
Date Printed: 31-Jan-25

Activity ID	Activity Name	Orig Dur	Start	Finish	2024	2025	2026
PROC-07A-4	Revised Standing Seam Roofing Submittals Design Team Review	10	25-Mar-25	07-Apr-25			
PROC-07A-5	Procure Standing Seam Roofing	30	08-Apr-25	20-May-25			
27 Doors & Hardware							
PROC-08A-1	Generate & Submit Doors & Hardware Submittals	10	18-Feb-25	03-Mar-25			
PROC-08A-2	Doors & Hardware Submittals Design Team Review	10	04-Mar-25	17-Mar-25			
PROC-08A-3	Revised & Resubmit Doors & Hardware Submittals	5	18-Mar-25	24-Mar-25			
PROC-08A-4	Revised Doors & Hardware Submittals Design Team Review	10	25-Mar-25	07-Apr-25			
PROC-08A-5	Procure Doors & Hardware	40	08-Apr-25	04-Jun-25			
16 Security Windows							
PROC-08B-1	Generate & Submit Window Security Screens Submittal	10	18-Feb-25	03-Mar-25			
PROC-08B-2	Window Security Screens Submittal Design Team Review	10	04-Mar-25	17-Mar-25			
PROC-08B-3	Revised & Resubmit Window Security Screens Submittal	5	18-Mar-25	24-Mar-25			
PROC-08B-4	Revised Window Security Screens Submittal Design Team Review	10	25-Mar-25	07-Apr-25			
PROC-08B-5	Fabricate & Deliver Window Security Screens	10	08-Apr-25	22-Apr-25			
27 Finishes							
PROC-09A-1	Generate & Submit Finishes Submittals	10	18-Feb-25	03-Mar-25			
PROC-09A-2	Finishes Submittals Design Team Review	10	04-Mar-25	17-Mar-25			
PROC-09A-3	Revised & Resubmit Finishes Submittals	5	18-Mar-25	24-Mar-25			
PROC-09A-4	Revised Finishes Submittals Design Team Review	10	25-Mar-25	07-Apr-25			
PROC-09A-5	Procure Finish Materials	20	08-Apr-25	08-May-25			
27 Plumbing							
PROC-22A-1	Generate & Submit Plumbing Submittals	10	18-Feb-25	03-Mar-25			
PROC-22A-2	Plumbing Submittals Design Team Review	10	04-Mar-25	17-Mar-25			
PROC-22A-3	Revised & Resubmit Plumbing Submittals	5	18-Mar-25	24-Mar-25			
PROC-22A-4	Revised Plumbing Submittals Design Team Review	10	25-Mar-25	07-Apr-25			
PROC-22A-5	Procure Plumbing Materials	7	08-Apr-25	16-Apr-25			
25 HVAC							
PROC-23A-1	Generate & Submit HVAC Submittals	10	18-Feb-25	03-Mar-25			
PROC-23A-2	HVAC Submittals Design Team Review	10	04-Mar-25	17-Mar-25			
PROC-23A-3	Revised & Resubmit HVAC Submittals	5	18-Mar-25	24-Mar-25			
PROC-23A-4	Revised HVAC Submittals Design Team Review	10	25-Mar-25	07-Apr-25			
PROC-23A-5	Procure HVAC Equipment/Materials	40	08-Apr-25	04-Jun-25			
27 Electrical							
PROC-26A-1	Generate & Submit Electrical & FA Submittals	10	18-Feb-25	03-Mar-25			
PROC-26A-2	Electrical & FA Submittal Design Team Review	10	04-Mar-25	17-Mar-25			
PROC-26A-3	Revised & Resubmit Electrical & FA Submittals	5	18-Mar-25	24-Mar-25			
PROC-26A-4	Revised Electrical & FA Submittals Design Team Review	10	25-Mar-25	07-Apr-25			
PROC-26A-5	Procure Electrical & FA Devices	60	08-Apr-25	02-Jul-25			
27 Tele/Data							
PROC-27A-1	Generate & Submit Tele/Data Submittals	10	18-Feb-25	03-Mar-25			
PROC-27A-2	Tele/Data Submittals Design Team Review	10	04-Mar-25	17-Mar-25			
PROC-27A-3	Revised & Resubmit Tele/Data Submittals	5	18-Mar-25	24-Mar-25			

Actual Work Remaining Work Critical Remaining Work Remaining Level of Effort Actual Level of Effort



Nashua Police Training Facility-LIVE

Data Date: 27-Jan-25
Date Printed: 31-Jan-25

Activity ID	Activity Name	Orig Dur	Start	Finish	2025	2026
PROC-27A-4	Revised Tech Data Submittals Design Team Review	10	25-Mar-25	07-Apr-25		
PROC-27A-5	Procure Tech Data Devices	20	06-Apr-25	06-May-25		
28 Access Control & Security						
PROC-28A-1	Generate & Submit Access Control & Security Submittals	10	18-Feb-25	03-Mar-25		
PROC-28A-2	Access Control & Security Submittals Design Team Review	10	04-Mar-25	17-Mar-25		
PROC-28A-3	Revise & Resubmit Access Control & Security Submittals	5	18-Mar-25	24-Mar-25		
PROC-28A-4	Revised Access Control & Security Submittals Design Team Review	10	25-Mar-25	07-Apr-25		
PROC-28A-5	Procure Access Control & Security Devices	40	08-Apr-25	04-Jun-25		
29 Security Fence						
PROC-32A-1	Generate & Submit Security Fence Submittal	10	18-Feb-25	03-Mar-25		
PROC-32A-2	Security Fence Submittals Design Team Review	10	04-Mar-25	17-Mar-25		
PROC-32A-3	Revise & Resubmit Security Fence Submittal	5	18-Mar-25	24-Mar-25		
PROC-32A-4	Revised Security Fence Submittals Design Team Review	10	25-Mar-25	07-Apr-25		
PROC-32A-5	Procure Security Fence	20	08-Apr-25	06-May-25		
30 Asphalt						
PROC-32B-1	Generate & Submit Asphalt Submittal	10	18-Feb-25	03-Mar-25		
PROC-32B-2	Asphalt Submittals Design Team Review	10	04-Mar-25	17-Mar-25		
PROC-32B-3	Revise & Resubmit Asphalt Submittal	5	18-Mar-25	24-Mar-25		
PROC-32B-4	Revised Asphalt Submittals Design Team Review	10	25-Mar-25	07-Apr-25		
PROC-32B-5	Procure Asphalt	20	08-Apr-25	06-May-25		
31 Wood Truss						
PROC-06A-1	Generate & Submit Wood Truss Submittal	10	18-Feb-25	03-Mar-25		
PROC-06A-2	Wood Truss Submittals Design Team Review	10	04-Mar-25	17-Mar-25		
PROC-06A-3	Revise & Resubmit Wood Truss Submittal	5	18-Mar-25	24-Mar-25		
PROC-06A-4	Revised Wood Truss Submittals Design Team Review	10	25-Mar-25	07-Apr-25		
PROC-06A-5	Fabricate & Ship Wood Truss	20	08-Apr-25	06-May-25		
32 Insulated Metal Wall Panel						
PROC-07B-1	Generate & Submit Insulated Metal Wall Panel Submittals	10	18-Feb-25	03-Mar-25		
PROC-07B-2	Insulated Metal Wall Panel Submittals Design Team Review	10	04-Mar-25	17-Mar-25		
PROC-07B-3	Revise & Resubmit Insulated Metal Wall Panel Submittals	5	18-Mar-25	24-Mar-25		
PROC-07B-4	Revised Insulated Metal Wall Panel Submittals Design Team Review	10	25-Mar-25	07-Apr-25		
PROC-07B-5	Fabricate & Ship Insulated Metal Wall Panels	60	08-Apr-25	02-Jul-25		
33 Overhead Doors						
PROC-08C-1	Generate & Submit Overhead Door Submittals	10	18-Feb-25	03-Mar-25		
PROC-08C-2	Overhead Door Submittals Design Team Review	10	04-Mar-25	17-Mar-25		
PROC-08C-3	Revise & Resubmit Overhead Door Submittals	5	18-Mar-25	24-Mar-25		
PROC-08C-4	Revised Overhead Door Submittals Design Team Review	10	25-Mar-25	07-Apr-25		
PROC-08C-5	Fabricate & Ship Overhead Doors	45	08-Apr-25	11-Jun-25		
CONSTRUCTION						
Interior						
CONST-1000	Setup Temp Barricades & Signage for Pedestrian Access	3	05-Mar-25	07-Mar-25		
CONST-1010	Out Cap Make Safe MEPs	5	10-Mar-25	14-Mar-25		





Nashua Police Training Facility-LIVE

Data Date: 27-Jan-25
Date Printed: 31-Jan-25

Activity ID	Activity Name	Orig Dur	Start	Finish	2025	2026
CONST 1020	Selective Demolition of Doors/ Partitions/ Finishes	10	17-Mar-25	28-Mar-25		
CONST 1040	Selective Demolition of MEPS	10	17-Mar-25	28-Mar-25		
CONST 1060	Selective Demolition Existing Windows & Exterior Doors	15	17-Mar-25	04-Apr-25		
CONST 1070	Frame New Walls	5	07-May-25	13-May-25		
CONST 1120	Install Rough-In for CCTV & Access Control	15	14-May-25	04-Jun-25		
CONST 1190	Rough-In New Electrical	5	04-May-25	20-May-25		
CONST 1130	Install Rough-In for Tele Data Network	10	05-Jun-25	18-Jun-25		
CONST 1140	Board, Tape & Sand on New Walls	15	05-Jun-25	25-Jun-25		
CONST 1100	Install New Tele/Data Equipment in IT Closet	5	19-Jun-25	25-Jun-25		
CONST 1110	Install New Access Control Hardware in IT Closet	10	26-Jun-25	10-Jul-25		
CONST 1150	Install New Wall Finishes	5	26-Jun-25	02-Jul-25		
CONST 1250	Install Mini Split System New IT Room	10	26-Jun-25	10-Jul-25		
CONST 1080	Install New Security Doors	14	03-Jul-25	23-Jul-25		
CONST 1160	Install Access Control Devices	5	03-Jul-25	10-Jul-25		
CONST 1200	Install Electrical Devices	4	03-Jul-25	09-Jul-25		
CONST 1220	Exterior Facade Repairs & Infills	15	10-Jul-25	30-Jul-25		
CONST 1170	Install CCTV Devices	5	11-Jul-25	17-Jul-25		
CONST 1240	Install New Ceiling Finishes	6	18-Jul-25	25-Jul-25		
CONST 1090	Install Window Security Screens	8	24-Jul-25	04-Aug-25		
CONST 1270	Install New Security Door Hardware	10	26-Jul-25	09-Aug-25		
CONST 1230	Exterior Facade Cleaning	10	31-Jul-25	13-Aug-25		
CONST 1280	Checkout & Testing Access Control	5	11-Aug-25	15-Aug-25		
CONST 1320	AHU Final Inspections / C of O Issue	5	11-Aug-25	15-Aug-25		
CONST 1290	Checkout and Testing CCTV	10	18-Aug-25	29-Aug-25		
CONST 1300	Integrate Access Control & CCTV to PD HQ	5	02-Sep-25	08-Sep-25		
CONST 1310	Final Cleaning	5	08-Sep-25	15-Sep-25		
Exterior Car Port						
EXT CP 1000	Setup Temp Barriades & Signage for Pedestrian Access	5	05-Mar-25	11-Mar-25		
EXT CP 1270	Install Sediment and Erosion Control Measures	8	05-Mar-25	11-Mar-25		
EXT CP 1020	Utility Locating	3	12-Mar-25	14-Mar-25		
EXT CP 1030	Permitting Utility Avoidance	3	17-Mar-25	19-Mar-25		
EXT CP 1010	Saw Out & Remove Asphalt	2	20-Mar-25	21-Mar-25		
EXT CP 1350	Remove and Replace Storm Drainage	5	17-Apr-25	24-Apr-25		
EXT CP 1050	Excavate and Prep for Foundations at Carport	6	25-Apr-25	02-May-25		
EXT CP 1060	Install Forms & Rebar for Footings	5	07-May-25	13-May-25		
EXT CP 1070	Inspect Footings	1	14-May-25	14-May-25		
EXT CP 1080	Pour Footings	1	15-May-25	15-May-25		
EXT CP 1090	Remove Footings Formwork	2	16-May-25	19-May-25		
EXT CP 1400	Install Forms & Rebar for Foundation Walls	5	20-May-25	27-May-25		
EXT CP 1410	Inspect Foundation Walls	1	28-May-25	28-May-25		
EXT CP 1420	Pour Foundation Walls	1	29-May-25	29-May-25		
EXT CP 1440	Cure Foundations & Remove Foundation Wall Formwork	8	30-May-25	10-Jun-25		

Actual Work Remaining Work Critical Remaining Work Remaining Level of Effort Actual Level of Effort

Page 4 of 6

P6 Project ID: 021192-LIV
P6 Layout Name: 1.01 EXT - Full Schedule



Nashua Police Training Facility-LIVE

Data Date: 27-Jan-25
Date Printed: 31-Jan-25

Activity ID	Activity Name	Orig Dur	Start	Finish	2024	2025
EXT-CP-1100	Install Underlaid Electric	4	11-Jun-25	16-Jun-25		
EXT-CP-1330	Install Foundation Drains	4	11-Jun-25	16-Jun-25		
EXT-CP-1120	Backfill Car Port	4	17-Jun-25	20-Jun-25		
EXT-CP-1130	Install Stone & Vapor Barrier	2	23-Jun-25	24-Jun-25		
EXT-CP-1310	Install Rebar for SOG/Approach Slab	5	25-Jun-25	01-Jul-25		
EXT-CP-1140	Pour & Cure Concrete Slab	8	02-Jul-25	14-Jul-25		
EXT-CP-1150	Install Car Port Structural Steel	5	15-Jul-25	21-Jul-25		
EXT-CP-1280	Install Carport Wood Truss Framing	5	23-Jul-25	28-Jul-25		
EXT-CP-1160	Install Electrical Raceway	5	28-Jul-25	04-Aug-25		
EXT-CP-1300	Install Insulated Metal Panels	7	29-Jul-25	06-Aug-25		
EXT-CP-1320	Install Roof Insulation and Sheathing	5	29-Jul-25	04-Aug-25		
EXT-CP-1340	Install Personnel Door & Hardware	5	29-Jul-25	04-Aug-25		
EXT-CP-1350	Install Overhead Doors	5	29-Jul-25	04-Aug-25		
EXT-CP-1180	Paint Main Door	1	05-Aug-25	05-Aug-25		
EXT-CP-1190	Install Standing Seam Metal Roof & Roof Accessories	15	05-Aug-25	20-Aug-25		
EXT-CP-1360	Install Power to Overhead Doors	5	05-Aug-25	11-Aug-25		
EXT-CP-1370	Regrade at Carport	5	07-Aug-25	13-Aug-25		
EXT-CP-1380	Install Curb, Aprons, Sidewalks, Asphalt	12	14-Aug-25	29-Aug-25		
EXT-CP-1170	Install Car Port Ceiling	5	26-Aug-25	02-Sep-25		
EXT-CP-1200	Install Metal Trim, Soffit & Gutters	10	26-Aug-25	09-Sep-25		
EXT-CP-1210	Install Lighting	5	03-Sep-25	09-Sep-25		
EXT-CP-1220	Install Electrical Devices	6	10-Sep-25	17-Sep-25		
EXT-CP-1250	Install Bolsters at Car Port	6	18-Sep-25	25-Sep-25		
Exterior Improvements						
EXT-FIN1010	Saw Out & Remove Asphalt/Concrete Sidewalks	10	05-Mar-25	19-Mar-25		
EXT-FIN1110	Cut Cap & Make Safe Electrical	3	05-Mar-25	07-Mar-25		
EXT-FIN1170	Tag Trees for Removal	1	05-Mar-25	05-Mar-25		
EXT-FIN1180	Approval of Tree Removal	5	05-Mar-25	12-Mar-25		
EXT-FIN1120	Demolish existing light poles and light pole bases	6	10-Mar-25	17-Mar-25		
EXT-FIN1190	Cleaning & Grubbing	10	13-Mar-25	26-Mar-25		
EXT-FIN1040	Relocate Underground MEPs	10	19-Mar-25	01-Apr-25		
EXT-FIN2000	Regrade at Removed Retaining Wall	5	27-Mar-25	02-Apr-25		
EXT-FIN1160	Excavate for underground electric	5	02-Apr-25	08-Apr-25		
EXT-FIN1140	Install, Inspect, & Backfill underground conduit & wire for light poles	6	08-Apr-25	16-Apr-25		
EXT-FIN1050	Install Permanent Site Fence & Security Gates	20	07-May-25	04-Jun-25		
EXT-FIN1130	Retaining Wall Removal	5	05-Jun-25	11-Jun-25		
EXT-FIN1080	Regrade at New Asphalt Pavement	15	12-Jun-25	02-Jul-25		
EXT-FIN1090	Install Asphalt	5	07-Aug-25	13-Aug-25		
EXT-FIN1100	Remove SEC / Restore Exterior Finishes	10	14-Aug-25	27-Aug-25		
EXT-FIN1150	Asphalt Line Striping	5	14-Aug-25	20-Aug-25		
POST CONSTRUCTION						

Actual Work Remaining Work Critical Remaining Work Remaining Level of Effort
Remaining Work Milestone Actual Level of Effort



Nashua Police Training Facility-LIVE

Data Date: 27-Jan-25
Date Printed: 31-Jan-25

Activity ID	Activity Name	Orig Dur	Start	Finish	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
A1080	Commissioning New Equipment	10	09-Sep-25	22-Sep-25																		
A1010	WT Initial Punch List (Interior)	5	16-Sep-25	22-Sep-25																		
A1020	Make Corrections to WT Initial Punch List (Interior)	10	23-Sep-25	06-Oct-25																		
A1030	Final A/E Punchlist (Interior)	5	07-Oct-25	13-Oct-25																		
A1060	Make Corrections Final A/E Punch List (Interior)	10	14-Oct-25	27-Oct-25																		
A1070	Back Check A/E Final Punch List (Interior)	5	28-Oct-25	03-Nov-25																		
Exterior Cal Post																						
A1080	Commissioning / Testing New Equipment	10	18-Sep-25	01-Oct-25																		
A1100	WT Initial Punch List	5	26-Sep-25	02-Oct-25																		
A1110	Make Corrections to WT Initial Punch List	10	03-Oct-25	16-Oct-25																		
A1120	Final A/E Punchlist	5	17-Oct-25	23-Oct-25																		
A1130	Make Corrections Final A/E Punch List	10	24-Oct-25	06-Nov-25																		
A1140	Back Check A/E Final Punch List	5	07-Nov-25	13-Nov-25																		
Exterior Improvements																						
A1200	Commissioning / Testing New Equipment	10	03-Jul-25	17-Jul-25																		
A1150	WT Initial Punch List (Exterior)	5	26-Sep-25	02-Oct-25																		
A1160	Make Corrections to WT Initial Punch List (Exterior)	10	03-Oct-25	16-Oct-25																		
A1170	Final A/E Punchlist (Exterior)	5	17-Oct-25	23-Oct-25																		
A1180	Make Corrections Final A/E Punch List	10	24-Oct-25	06-Nov-25																		
A1190	Back Check A/E Final Punch List (Exterior)	5	07-Nov-25	13-Nov-25																		

Actual Work Remaining Work Critical Remaining Work Remaining Level of Effort Actual Level of Effort

Attachment C

Award Package Letter

All Subcontractors

January 31, 2025

G. W. C. WHITING
(1883-1974)

WILLARD HACKERMAN
(1918-2014)

FOUNDED 1909

TIMOTHY J. REGAN
PRESIDENT AND CEO

THE WHITING-TURNER CONTRACTING COMPANY

ENGINEERS AND CONTRACTORS

CONSTRUCTION MANAGEMENT
GENERAL CONTRACTING
DESIGN-BUILD
SPECIALTY CONTRACTING
PRE CONSTRUCTION
BUILDING INFORMATION MODELING
INTEGRATED PROJECT DELIVERY

11 APEX DRIVE, SUITE 201A
MARLBOROUGH, MASSACHUSETTS 01752
508-875-4100

INSTITUTIONAL
COMMERCIAL
CORPORATE
TECHNOLOGY
INDUSTRIAL/PROCESS
INFRASTRUCTURE
SUSTAINABILITY

January 31, 2024

City of Nashua, NH
9 Riverside St.
Attn: Tim Cummings

**RE: Award Package – All Subcontracts
9 Riverside (Nashua PD)**

Dear Mr. Cummings:

Based on the 1/1/2025 Construction Documents, Whiting-Turner recommends proceeding with Subcontracts between Whiting-Turner and the subcontractors outlined in the following table for the above referenced project. Whiting-Turner will not authorize any subcontractors to proceed with any work without the Owner's Consent.

Bidding History:

Whiting-Turner solicited bids for the 1/1/2025 Construction Documents from a minimum of five (5) qualified subcontractors for each trade and received pricing from a minimum of (3) contractors for each trade. Based on the detailed review of the proposals, site walks, interviews, and comprehensive financial and safety reviews, Whiting-Turner has concluded the subcontractors in the following table are the most qualified subcontractors to perform the scopes of work for 9 Riverside Project. We make this recommendation based on the following:

- WT has reviewed the design with each subcontractor recommended who has acknowledged and confirmed a complete scope package, as well as the required logistics and field services to complete their respective scope of work.
- Whiting-Turner has prequalified any subcontractor with base bids over \$100K to ensure they meet or exceed Whiting-Turner's safety and financial prequalification standards.
- Each subcontractor's proposal provides the best overall value to the City of Nashua.
- Each Subcontractor has successfully completed similar projects of comparable size/scope in the past in this region.
- Each subcontractor has committed to meeting scheduled durations and Whiting-Turner has confirmed they have sufficient manpower to do so.

Trade	Subcontract Number	Subcontractor Name	LOR Amount
03A - Concrete	021192-03A	Form-Up Foundations	\$ 70,440.00
05A - Structural Steel & Misc Metals	021192-05A	RMS Ironworks, LLC	\$ 68,000.00
06A - Wood Framing	021192-06A	Schwanz Construction	\$ 62,926.00
07A - Metal Panels	021192-07A	Brookside Company, Inc.	\$ 146,100.00
07B - Waterproofing	021192-07B	Gleeson Powers, Inc.	\$ 34,415.00
07C - Standing Seam Metal Roof	021192-07C	Facades, Inc.	\$ 99,557.00
08A - Doors, Frames & Hardware	021192-08A	Exactitude Hardware Consultants	\$ 46,256.00
08B - Overhead Coiling Doors	021192-08B	Alta Dock and Door	\$ 47,000.00
09A - Drywall & Metal Framing	021192-09A	Optiline Enterprises	\$ 36,650.00
09C - Painting	021192-09C	King Painting, Inc.	\$ 10,850.00
23A - Mechanical (HVAC)	021192-23A	Correct Temp, Inc.	\$ 10,565.00
26A - Electrical	021192-26A	Reilly Electrical Contractors (RELCO)	\$ 192,300.00
28A - Communications	021192-28A	Pro Technologies LLC	\$ 43,721.00
31A - Sitework	021192-31A	Form-Up Sitework	\$ 505,644.00

Total Subcontract Value	\$ 1,374,424.00
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Pricing Summary:

Whiting-Turner recommends awarding the above scopes to the subcontractors as tabled above. The Whiting-Turner Full GMP includes \$1,374,424.00 for the associated scopes. Backup for these scopes can be found in the following pages. Enclosed you will find bid comparison / leveling matrix sheets for each subcontractor as well as bid proposals for each subcontractor with leveling adjustments. Whiting-Turner is confident in the subcontractor selection based on the overall goals of this project. This LOR is valid until 2/28/25. Please review the enclosed documents and let us know if you have any questions. If you agree with Whiting-Turner's recommendation, please sign and return the enclosed justification letter at your earliest convenience.

Very truly yours,

THE WHITING-TURNER CONTRACTING COMPANY

Thomas A. Monticup
Vice President





Subcontractor Selection Justification Letter

Date:	1/31/25
Project Name:	9 Riverside (Nashua PD)
LOR Valid Thru	2/28/25
Owner Representative:	Tim Lemire (GPI)
CM Project Manager:	Adam Hunter

Bid Package:	All: Div 3- Div 31
Vendor Price:	\$1,374,424
Basis of Vendor Price:	CD Drawings Dated 1/1/25
Vendor:	Per Table

Need for Justification / Deviation

☐	Less than 3 bidders
☐	Lack of three acceptable sources of supply
☐	Bids requested from 3 or more suppliers – fewer than 2 acceptable bids returned
☐	Other, explain:
☐	Not recommending selection of the lowest bidder - Additional Description Required *
☒	Sole or single source item or service, as designated - Additional Description Required *
☐	Directed by Owner/NED – time or schedule constraint
☐	Supplier has technical expertise required by Owner/NED
☐	Emergency requirement – time not permitting three bids
☒	Other, explain: One Subcontractor : Protech was sole source per City of Nashua direction

Approvals**Signatures**

CM Authorized Representative: Thomas A. Monticup	_____ Date _____
Owner Representative: Tim Lemite	_____ Date _____

Amendment No. 6

to

Master Agreement Between
City of Nashua, New Hampshire
and
Lavallee Brensinger PLLC

Name of Project: City of Nashua – 9 Riverside Road Building Assessment

Project No.: 23-003-00

City of Nashua PO# 177390 dated 02/21/2023

Date of Amendment: January 27, 2025

This Amendment is intended to modify the above Master Agreement Between Owner and Architect, dated February 21, 2023. Except as specifically noted below, and except as modified by previously executed Amendments, all other terms and conditions of the original Agreement shall remain unchanged.

The Architect's Scope of Services shall include the following:

Project Scope – Construction Administration (CA) Phase Services

SCOPE OF WORK

Additional services requested, as we understand, consist of the following:

LBA and its consultants shall provide basic Construction Administration services for the renovation of the 9 Riverside Street building and the construction of a new 2-vehicle garage for the Nashua Police Department on City property per the final Construction Documents released. The anticipated Project Construction Phase is from March 1, 2025 to October 1, 2025.

The following Basic Services shall include:

- Lavallee Brensinger Architects (LBA) Project Team general internal project management and coordination.

- LBA shall provide general coordination and communications on behalf of the LBA Project Team with the City's Construction Manager and staff including virtual meetings when required.
- LBA and its consultants shall attend one (1) job-site Construction Phase Kick-off meeting at the start of the project.
- LBA shall attend twelve (12) job site meetings during the Construction Phase.
- LBA's consultants shall attend the following number of job site meetings during construction phase:
 - Civil – Two (2).
 - Structural – Two (2).
 - MEP – Three (3).
- LBA and its consultants shall provide responses to the standard Construction Administration items including RFI's and clarification sketches.
- LBA and its consultants shall review Shop Drawing for items required in the Specification Manual.
- LBA's Civil Engineering consultant shall provide jobsite punch list reviews as follows:
 - One (1) jobsite punch list review + report.
 - One (1) jobsite punch list follow-up verification review + report at final completion.
- LBA's Structural Engineering consultant shall provide jobsite punch list reviews (Garage ONLY) as follows:
 - One (1) jobsite punch list review + report.
 - One (1) jobsite punch list follow-up verification review + report at completion.
- LBA and its MEP Engineering consultant shall provide jobsite punch list reviews as follows:
 - Two (2) jobsite punch list review + report.
 - Two (2) jobsite punch list follow-up verification review + report at final completion.

The following services ARE EXCLUDED:

- Providing Project Meeting minutes of meeting and record notes shall be provided by OTHERS.
- Site visits and punch list(s) in addition to those noted above.
- Design of additional scope items not included in the final Construction Documents.

Fees:

Total Fee: The Stipulated Sum of Seventy-Two Thousand Eight Hundred Forty Dollars (\$72,840.00)

Fee breakdown is as follows:

- LBA Total: Forty Six Thousand Five Hundred Ninty Dollars (\$46,590.000)
- VHB (Civil Engineer) Total: Six Thousand Six Hundred Dollars (\$6,600.00)
- FBRA (Structural Engineer) Total: Six Thousand Two Hundred Fifty (\$6,250.00)
- F&T (MEP Engineer) Total: Thirteen Thousand Four Hundred Dollars (\$13,400.00)

Reimbursable Expense Allowance in addition to professional fees: One Thousand Five Hundred Dollars (\$2,300.00)

Site visits and punch list preparation in addition to those listed above will and requested by the City be invoiced at prevailing hourly rates in accordance with the Master Agreement.

City of Nashua, New Hampshire

Lavallee Brensinger PLLC



(Signature)

City of Nashua, New Hampshire

Date:

Robert C. Robicsek AIA, NCARB

Principal, Civic Studio Leader

Date: January 27, 2025



Authorization for Contract Amendment #1

Project:	9 Riverside Street Renovation	Amendment Contract Date:	January 30, 2025
Client:	City of Nashua, NH	Original Contract Date:	December 20, 2023
Contact:	Tim Cummings – Director of Administrative Services cummingst@nashua.gov	GPI Project No.	NEX-23000169.01
From:	Tim Lemire	Number of Pages	1

Greenman-Pedersen, Inc. (GPI) is pleased to provide this Contract Amendment for the following services:

Task 00001 OPM Services

In addition to GPI's work as described in the PROFESSIONAL SERVICES contract with the City of Nashua (PO 184342), GPI is proposing to add construction phase OPM services. Work elements will consist of contract administration during the construction phase as well as Joint Committee meeting attendance, updates, and agenda development. All other services described in the November 8, 2023 scope of work remain in effect for the construction phase.

For budgeting purposes, it is estimated that services will continue through November 30, 2025.

Compensation:

Based upon the above Services and the Terms and Conditions agreed to in the original executed Contract, our fee shall be as follows, including reimbursable expenses:

<u>Original Fee</u>	<u>This Amendment</u>	<u>Project Total Fee</u>
\$24,898.48	\$35,000.00	\$59,746.48

We trust this agreement meets your needs. Please indicate your acceptance by signing below and returning a copy of this Agreement. Work will proceed only after the receipt of the signed agreement. This Contract is deemed withdrawn by GPI if not accepted by the Client signing and returning a fully executed copy of this Contract within ten (10) days of the date written above. Through its signature, the Client declares that it understands and agrees to the General Terms and Conditions as included in the original Contract are also incorporated herein by reference and has had an opportunity to discuss with GPI any details that are unclear. The current Fee Schedule is attached hereto for use with this Contract Amendment.

For purposes of this Agreement only, electronic signatures shall be considered an original signature and shall have the same force and effect as an original signature.

Agreed Hereto:

For Greenman-Pedersen, Inc.:

January 30, 2025

Name: Timothy Lemire

Date

Title:

Vice President
Director of Construction
Engineering