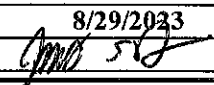


TOWN OF WOLFEBORO REQUEST FOR CAPITAL OUTLAY <u>2024 BUDGET YEAR</u>		RANKING: FUND: Water DEPARTMENT: Water Distribution PROPOSED START (FY): ACCOUNT NUMBER:	
PROJECT TITLE: Hydrant Replacement		PREPARED BY: Steve Randall	
PURPOSE OF REQUEST:		DEPARTMENT PRIORITY:	
<input checked="" type="checkbox"/> Add a Project <input type="checkbox"/> Delete a Project <input type="checkbox"/> Modify a Project <input type="checkbox"/> Consolidate Projects		<input type="checkbox"/> Urgent <input checked="" type="checkbox"/> Necessary <input type="checkbox"/> Desirable	
		SUBMITTING AUTHORITY:	
		SUBMITTED BY: Steve Randall	
		DEPARTMENT HEAD: Steve Randall	
		DATE: 8/29/2023	
		TOWN MANAGER: 	
DESCRIPTION/LOCATION: Town wide			
JUSTIFICATION:			
Replacement Plan for the lead Jointed Hydrants in Town. We have approximately 20 lead joint hydrants in town that need to be changed by DES mandate. This is the first of a four year plan to replace them. BOS decreased by \$30,000			
RATIONALE:		IMPACT ON OPERATING COSTS OR PERSONNEL REQUIREMENTS:	
<input checked="" type="checkbox"/> Urgent Need <input checked="" type="checkbox"/> Removes imminent threat to public health/safety <input checked="" type="checkbox"/> Alleviates substandard conditions or deficiencies <input checked="" type="checkbox"/> Responds to federal or state mandatory requirement <input checked="" type="checkbox"/> Improves the quality of existing services <input type="checkbox"/> Provides added capacity to serve growth <input checked="" type="checkbox"/> Reduces long-term operating costs <input type="checkbox"/> Provides incentive to economic development <input type="checkbox"/> Eligible for matching funds available for limited time <input type="checkbox"/> Needed to meet ADA compliance		<input type="checkbox"/> Add Personnel <input type="checkbox"/> Increased O&M Cost <input type="checkbox"/> Reduces Personnel <input type="checkbox"/> Decreased O&M Cost Dollar Cost of Impacts if Known: Anually	
RELATED PROJECTS:			
COST ESTIMATE:		SOURCES OF FUNDING:	
Planning/Feasibility Analysis	_____	Grants From:	_____
Architecture & Engineering	_____	Loans From:	_____
Real Estate/Land Acquisition	_____	Donations/Bequest/Private	_____
Equipment/Materials/Furnishings	_____	User Fees & Charges WF	\$ 20,000
Vehicles & Capital Equipment	_____	Capital Reserve Withdrawal	_____
Site Preparation	_____	Current Revenue	_____
Construction	\$ 20,000	General Obligation Bond	_____
Other	_____	Special Assessment	_____
TOTAL PROJECT ESTIMATE:	\$ 20,000	TOTAL PROJECT COST:	\$ 20,000
SOURCE OF ESTIMATES:			
COMMENTS & ADDITIONAL INFORMATION:			
REVIEWERS' NOTES:			



Bid Proposal for 11/23 MEULLER HYDRANT

WOLFEBORO WATER AND SEWER

Job Location: WOLFEBORO, NH
Bid Date: 11/01/2023 11:00 am
Core & Main 3202124

Cc
28 Vete
Loudon,
Phone: 60
Fax: 60

Seq#	Qty	Description	Units	Price	E
10	1	A423 5-1/4VO HYD 6'0"B 6MJ NST 3-WAY O/L RED L/ACCESSORIES	EA	3,668.00	
				Sub Total	
				Tax	
				Total	

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED TO CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATORY TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

TOWN OF WOLFEBORO REQUEST FOR CAPITAL OUTLAY <u>2024 BUDGET YEAR</u>		RANKING: 2 DEPARTMENT: Parks and Recreation ACTIVITY/DIVISION: Clark House PROPOSED START (FY): 2024 ACCOUNT NUMBER:
PROJECT TITLE: Clark House Museum Engineering		PREPARED BY: Christine Collins
PURPOSE OF REQUEST:	DEPARTMENT PRIORITY:	SUBMITTING AUTHORITY:
<input checked="" type="checkbox"/> Add a Project	<input checked="" type="checkbox"/> Urgent <input type="checkbox"/> Necessary <input type="checkbox"/> Desirable	SUBMITTED BY: Christine Collins
<input type="checkbox"/> Delete a Project		DEPARTMENT HEAD: Christine Collins
<input type="checkbox"/> Modify a Project		DATE: 9/7/2023
<input type="checkbox"/> Consolidate Projects		TOWN MANAGER:
DESCRIPTION/LOCATION: Clark House Museum Complex		
JUSTIFICATION: Conduct engineering at Clark House Museum Complex to determine scope of future projects related to moisture damage, sill rot and foundation issues at both the Clark House and the School House. The Clark House Museum Complex consists of a collection of historic buildings which require regular maintenance in order to continue to operate. The Clark House and School House are open to the public for tours and maintaining a code-compliant and safe environment is a priority for the Town. There are known issues such as visible sill rot and moisture damage to both the Clark House and School House. There is also evidence of moisture and drainage issues at both locations. We seek to hire an engineer to evaluate the problems and provide a report that will be used to plan future maintenance projects at the site. This project was brought forth by previous director in 2014, but was never completed as funding was not enough.		
RATIONALE:		IMPACT ON OPERATING COSTS OR PERSONNEL REQUIREMENTS:
<input checked="" type="checkbox"/> Urgent Need <input type="checkbox"/> Removes imminent threat to public health/safety <input checked="" type="checkbox"/> Alleviates substandard conditions or deficiencies <input type="checkbox"/> Responds to federal or state mandatory requirement <input type="checkbox"/> Improves the quality of existing services <input type="checkbox"/> Provides added capacity to serve growth <input type="checkbox"/> Reduces long-term operating costs <input type="checkbox"/> Provides incentive to economic development <input type="checkbox"/> Eligible for matching funds available for limited time <input type="checkbox"/> Needed to meet ADA compliance		<input type="checkbox"/> Add Personnel <input type="checkbox"/> Increased O&M Cost <input type="checkbox"/> Reduces Personnel <input type="checkbox"/> Decreased O&M Cost Dollar Cost of Impacts if Known: _____ Annually
RELATED PROJECTS:		
COST ESTIMATE:	AMOUNT	SOURCES OF FUNDING:
Planning/Feasibility Analysis		Grants From: _____
Architecture & Engineering	\$ 16,470	Loans From: _____
Real Estate/Land Acquisition		Donations/Bequest/Private _____
Equipment/Materials/Furnishings		User Fees & Charges _____
Vehicles & Capital Equipment		Capital Reserve Withdrawal \$ 16,470
Site Preparation		Current Revenue _____
Construction		General Obligation Bond _____
Other		Special Assessment _____
TOTAL PROJECT ESTIMATE:	\$ 16,470	TOTAL PROJECT COST: \$ 16,470
SOURCE OF ESTIMATES: Quantum Construction Consultants		
COMMENTS & ADDITIONAL INFORMATION:		
REVIEWERS' NOTES:		



QUANTUM CONSTRUCTION CONSULTANTS, LLC

27 LOCKE ROAD, CONCORD, NH 03301 WWW.QUANTUM-CC.COM TEL: (603) 224-0859

~~October 20, 2017~~
September 7, 2023

Ms. Christine Collins
Director of Parks & Recreation
Town of Wolfeboro
9 Union Street, PO Box 269
Wolfeboro, NH 03894

Via Email Only

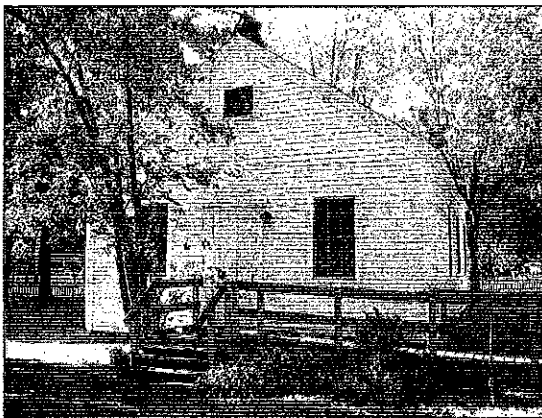
Dear Ms. Collins:

SUBJECT: Clark Museum Complex
Proposal for Structural Engineering Services for Pleasant Valley School House and
Clark House
Wolfeboro, New Hampshire

Per your request, Quantum Construction Consultants, LLC (QCC) is pleased to submit this proposal for structural engineering services related to the Pleasant Valley School House and Clark House located at the Clark Museum Complex in Wolfeboro, New Hampshire. The Clark House Museum consists of a collection of historic buildings that are open to the public for tours. The Town is seeking recommendations for planning purposes.

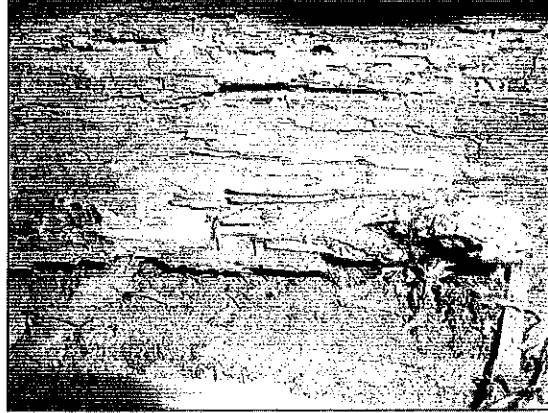
PROJECT BACKGROUND

Pleasant Valley School House

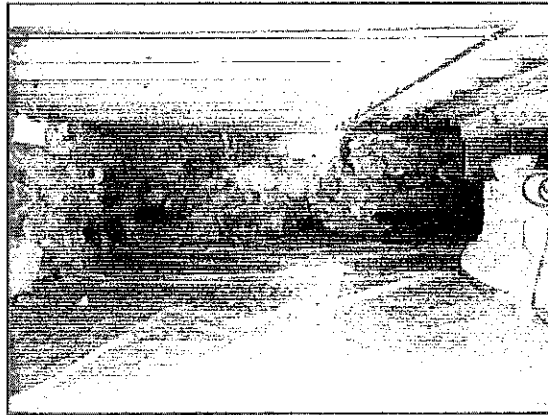


The Pleasant Valley School House was constructed in 1805 on a site in Pleasant Valley in South Wolfeboro. In 1959, the School House was relocated to the Clark Museum Complex. The wood framed building is supported by shallow stone rubble and granite slab foundations and has

shallow exposed grade crawlspace beneath the wood framed floor. Extensive moisture and water intrusion has caused the wood sill bearing on the foundation to completely deteriorate and require repair and replacement.



Clark House



The Clark House, originally constructed in 1778, was the family home of a 100-acre working farm that extended from South Main Street to the shores of Lake Winnepesaukee. Three generations of the Clark family lived in this house for one hundred years prior to being donated to the Town of Wolfeboro to be used as a living history museum. Floor framing and other structural upgrades have occurred through the years, and plastic is installed over the exposed subgrade in the buildings crawl space in an attempt to help mitigate moisture issues.



SCOPE OF SERVICES – Structural Engineering Services

Task A: Building Foundation Evaluations

QCC will perform a field observation and gather information regarding the existing conditions and construction of the School House and Clark House foundations for purposes of assembling a Recommendations Report.

Task B: Recommendations Report and Opinion of Costs

QCC will provide a draft Recommendations Report that summarizes our findings of the Building Foundation Evaluations, and our recommendations for repair at both the School House and Clark House buildings. The report will include an Opinion of Cost for recommended repairs at each building for planning purposes.

Task C: Meeting with Town to Review Draft Recommendations Report

QCC will attend one meeting with the Town to review the draft Recommendations Report and discuss the recommendations for repair and the Opinion of Costs associated with each building.

Task D: Finalize Recommendations Report and Opinion of Costs

QCC will incorporate revisions to the Recommendations Report based on discussions with the Town at the review meeting. QCC will issue a final Recommendations Report including Opinion of Costs.

SCHEDULE:

QCC is prepared to begin the above scope of work and complete Tasks A through D within 8 weeks of Notice to Proceed.

ASSUMPTIONS & EXCLUSIONS

- QCC's services include structural engineering observation services for the foundation of the two buildings only and do not include the review of other structural components, mechanical, electrical, plumbing, or other building trades.
- Services do not include review of the existing buildings for code compliance.



- The fee in this proposal does not include design of recommended repairs or construction assistance services. QCC is available to perform these services for an additional fee.

FEE ESTIMATE

QCC proposes to provide the services described above based on a Lump Sum Fee as follows:

<u>Task A: Building Foundation Evaluations</u>	\$3,900.00
<u>Task B: Draft Recommendations Report and Opinion of Costs</u>	\$8,480.00
<u>Task C: Meeting with Town to Review Draft Recommendations Report and Opinion of Costs</u>	\$1,820.00
<u>Task D: Finalize Recommendations Report and Opinion of Costs</u>	\$2,270.00
Total Lump Sum Contract Value	\$16,470.00

Our services for this project will be provided in accordance with the attached “**Standard Conditions for Engagement**” dated June 30, 2022. We propose to invoice monthly for our services based on percent completed.

CONTRACT FORM

Please sign and return one copy of these originals as your acceptance of the above scope and terms, including noted attachments, and your authorization to proceed.

We appreciate the opportunity to present this proposal, and look forward to assisting the Town of Wolfeboro with this important project.

Sincerely,

QUANTUM CONSTRUCTION CONSULTANTS, LLC



Rick Wolf, Jr.
Principal II President

Attachments:
Standard Conditions For Engagement



Accepted by:

The Town of Wolfeboro, New Hampshire

Signature: _____

Date: _____

Purchase Order No.: _____





STANDARD CONDITIONS FOR ENGAGEMENT

The CLIENT and QUANTUM CONSTRUCTION CONSULTANTS, LLC (QCC) hereby agree as follows:

1. CONTRACT - The Contract is the Proposal or Contract document that is signed and dated by QCC and the CLIENT and to which these Standard Conditions for Engagement are appended by reference.

2. COMPENSATION FOR SERVICES AND PAYMENT TERMS - The CLIENT agrees to pay QCC in accordance with the payment terms provided in the Contract.

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

Invoices are due and payable upon their receipt. An interest charge of one and one-half percent (1-1/2%) of the invoice amount will be added automatically to each invoice if payment is not received within thirty (30) days after the date on the invoice. Thereafter, interest on the cumulative outstanding balance will be added at a rate of one and one-half percent (1-1/2%) per month. All payments received shall be applied to the oldest invoices first.

3. CLIENT RESPONSIBILITIES

Project Requirements: The CLIENT shall provide to QCC all criteria and information as to requirements for the Project including objectives, constraints, performance requirements, expendability and budgetary limitations; and furnish copies of all design and construction standards which the CLIENT will require to be incorporated into the Project.

Client Representative: The CLIENT shall designate in writing a person to act as the CLIENT'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CLIENT'S policies and decisions with respect to QCC's services for the Project.

Existing Information: The CLIENT shall provide QCC with all information available to the CLIENT pertinent to QCC's work under this Agreement. The CLIENT shall furnish to QCC, as required for performance of QCC's Basic Services, the following:

- Environmental assessment and impact statements;
- Property, boundary, easement, right-of-way topographic and utility surveys;
- Property descriptions;
- Zoning, deed and other land use restriction;
- Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and appropriate professional interpretations of all of the foregoing; and
- Other special data or consultations;

all of which QCC shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing services under this Agreement. The CLIENT shall assist QCC as necessary to obtain available pertinent information from Federal, State or local offices or from other engineers or others who have previously worked for the CLIENT on matters affecting this Project.

Access: The CLIENT shall acquire all necessary easements, rights of way, land takings and arrange for access to and make all provisions for QCC and its subconsultants to enter upon public and private property as required for QCC to perform its services.

Review Documents: The CLIENT shall examine all documents prepared for the Project by QCC; and at the CLIENT'S option, obtain advice from legal counsel, insurance counsel and other appropriate advisors, and advise QCC of any opinion or recommendations resulting from paid advice.

Permits: The CLIENT shall secure and maintain all necessary approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

Notice: The CLIENT shall give prompt written notice to QCC whenever he observes or otherwise becomes aware of any development that affects the scope or timing of QCC's services.

Additional Work: The CLIENT shall furnish, or direct QCC to provide necessary Additional Services.

Costs: The CLIENT shall bear all costs incident to compliance with the requirements of this Section 3.

4. DOCUMENTS - All reports, design drawings, field data and notes, laboratory test data, calculations, estimates and other documents that QCC prepares as instruments of service shall remain QCC's property. The CLIENT agrees that QCC's services are on behalf of and for the exclusive use of the CLIENT and that all reports and other documents furnished to the CLIENT or his agents shall be utilized solely for this project. These documents are not intended or represented to be suitable for reuse by CLIENT or others in connection with (a) the completion of the Project if QCC's agreement has been terminated or QCC otherwise is not involved in the Project; (b) extensions of the Project; and/or (c) any other project. Any reuse without written verification or adaptation by QCC for the specific purpose intended will be at CLIENT's sole risk and without any liability or legal exposure to QCC or its consultants. The CLIENT shall indemnify and hold harmless QCC, and its consultants, from any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle QCC to further compensation at rates to be agreed upon by CLIENT and QCC.

5. RESTART - If the Project is stopped for a period greater than 30 days, a restart fee will be required to compensate QCC for any necessary premium time, and for remobilization of staff and materials. Depending on the duration of the stoppage, an additional adjustment may be necessary to cover wage increases and general escalation.

Restart fee will be 10% of fee earned to date of stoppage, unless CLIENT and QCC agree on a different amount.

6. CONSTRUCTION OBSERVATION SERVICES - If QCC's construction observation services are included as part of the scope of services in the Contract, QCC will provide personnel to observe construction to determine that it is being performed, in general, in accordance with the plans and specifications.

QCC cannot provide its opinion on the suitability of any part of the work performed unless measurements and/or observations of that part of the construction are made by QCC personnel.

QCC's services do not make QCC a guarantor of the contractor's work and the contractor will continue to be responsible for the accuracy and adequacy of all construction or other activities performed by the contractor. The contractor will be solely responsible for the methods of construction; supervision of personnel and construction; control of machinery; falsework, scaffolding, or other temporary construction aids; safety in, on, or about the job site; and compliance with OSHA regulations.

7. REVIEW OF SHOP DRAWINGS - If QCC's contract with the CLIENT so requires, QCC shall review (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. QCC's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

8. CONTRACTOR PERFORMANCE - It is the CLIENT's responsibility to hire the Contractor, and it is the Contractor's responsibility to install and complete fully operable systems. The CLIENT agrees to pay QCC 2.5 times Direct Personnel Expense for all its troubleshooting work due to Contractor's inability to achieve satisfactory operation.

CLIENT shall hold harmless, defend and indemnify QCC, its officers, agents, employees and consultants, from any and all liabilities, claims, damages and suits arising out of the negligence of the CLIENT or its agents, or liability due to the negligence of any Contractor(s) performing any portion of the work and supplying any materials, or any other parties, except for any liability of QCC or its consultants due to the sole negligence of QCC, or its consultants.

9. COST ESTIMATES - Any estimates or opinions of project or construction costs are provided by QCC on the basis of QCC's experience and qualifications as an architect/engineer and represent its best judgment as an experienced and qualified architect/engineer familiar with the construction industry. Since QCC has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by QCC. Similarly, since QCC has no control over building operation and/or maintenance costs, QCC cannot and does not guarantee that the actual building or system operating or maintenance costs will not vary from any estimates given by QCC. No fixed limit of construction cost is established as a part of this Agreement.

10. STANDARD OF CARE - QCC's services will be performed in accordance with generally accepted practices of the Architects/Engineers providing similar services at the same time, in the same locale, and under like circumstances. CLIENT agrees that QCC's services provided will be rendered without any warranty, express or implied.

11. SUSPENSION OF WORK - The CLIENT may, at any time, by ten (10) day written notice, suspend further work by QCC. The CLIENT shall remain fully liable for and shall promptly pay QCC the full amount for all services rendered by QCC to the date of suspension of services plus suspension charges. Suspension charges shall include the cost of putting documents and analyses in order, personnel and equipment rescheduling or reassignment adjustments, and all other related costs and charges directly attributable to suspension.

If payment of invoices by the CLIENT is not maintained on a thirty (30) day current basis, QCC may, by providing a ten (10) day written notice to the CLIENT, suspend further work until payments are restored to a current basis. In the event QCC engages counsel to enforce overdue payments, the CLIENT shall reimburse QCC for all reasonable attorney's fees and court costs related to enforcement of overdue payments. The CLIENT shall indemnify and save harmless QCC from any claim or liability resulting from suspension of the work due to non-current payments.

12. INSURANCES - QCC is protected by Worker's Compensation Insurance and Employer's Liability Insurance. QCC will furnish certification upon written request. The CLIENT agrees that QCC will not be liable or responsible to the CLIENT for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

13. PROFESSIONAL LIABILITY - The CLIENT agrees that QCC's liability to Client and to Client's general or other contractors and subsequent owners of the property for damages attributable to QCC's negligent acts, errors, or omissions shall be limited to the sum of \$50,000 or to the total fee for services rendered by QCC, whichever is greater.

The CLIENT shall advise its general and other contractors of this limitation to QCC's liability, shall obtain their agreement to be bound by this limitation, and shall indemnify, defend, and hold QCC free and harmless from, (1) all damages, costs, and expenses, including attorneys' fees, in excess of this limitation, and (2) all damages, costs, and expenses, including attorneys' fees, attributable to allegations of defects or deficiencies in the project not shown to have been caused by QCC's fault or neglect.

14. INDEMNIFICATION - QCC and Client each agree to indemnify each other from liability for losses, damages, or expenses (including reasonable costs and attorney's fees) to the extent they are caused by each party's respective negligent acts, errors, or omissions relating to this Agreement. In the event the losses, damages, or expenses are caused by the joint or concurrent negligence of QCC or Client, they shall be borne by each party in proportion to its own negligence. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable law.

15. INDEMNIFICATION FOR HAZARDOUS MATERIALS - The CLIENT agrees that QCC has not contributed to the presence of hazardous wastes, oils, asbestos or other hazardous materials that may exist or be discovered in the future at the site and that QCC does not assume any liability for the known or unknown presence of such materials.

Therefore, the CLIENT shall defend, indemnify, and hold harmless QCC, its consultants, subcontractors, agents and employees from and against all claims, damages, losses, and expenses including defense costs and lawyer's fees that result from the failure to detect or from the actual, alleged, or threatened discharge, dispersal, release, or escape of any solid, liquid, gaseous or thermal irritant, asbestos in any form, or contaminants including smoke, vapor, soot, fumes, acids, alkalis, chemicals, waste, oil or other hazardous materials or pollutants. The CLIENT shall be liable under this paragraph for claims, damages, losses, and expenses including defense costs and attorney's fees, unless such claims, damages, losses and expenses are caused by QCC's sole negligence.

16. WAIVER OF SUBROGATION - The CLIENT and QCC waive all rights against each other and against the Contractors, consultants, agents and employees of the other for damages, but only to the extent covered by any property or other insurance. The CLIENT and QCC shall each require similar waivers from their contractors, consultants and agents.

17. SUCCESSORS AND ASSIGNS - The CLIENT and QCC each binds himself, his partners, successors, executors, administrators and assigns, to the other party of the Agreement and to the partners, successors, executors, administrators and assigns, for such other party to all covenants of this Agreement.

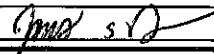
Except as above, neither the CLIENT or QCC shall assign, sublet or transfer his interest in this Agreement without the written consent of the other party hereto. Nothing in this paragraph shall prevent QCC from employing such independent consultants, associates, and subcontractors as he may deem appropriate to assist in the performance of the services of this Agreement.

18. GOVERNING LAW - This Agreement is to be governed by and construed in accordance with the law of the State of New Hampshire.

19. DISPUTE RESOLUTION - The CLIENT and QCC agree to submit all claims and disputes arising out of the Contract and these Standard Conditions to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of the Contract and these Standard Conditions; however, neither party shall seek mediation of any claim or dispute arising out of the Contract and these Standard Conditions beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

20. TERMINATION - Either party may terminate this Agreement in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given 1) not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and 2) an opportunity for consultation with the terminating party before termination.

Upon termination, the CLIENT shall pay QCC for all work completed prior to the effective date of the termination. If compensation within the Agreement is based on a lump sum, the amount due QCC at termination shall be computed as the percentage complete of the work times the lump sum. If compensation is based on billing rates or actual costs, the amount due at termination shall be computed based on hours charged to the Project at termination times the appropriate ratios.

TOWN OF WOLFEBORO REQUEST FOR CAPITAL OUTLAY <u>2024 BUDGET YEAR</u>		RANKING: DEPARTMENT: Water ACTIVITY/DIVISION: Water Treatment PROPOSED START (FY): 2024 ACCOUNT NUMBER:
PROJECT TITLE: Skidsteer		PREPARED BY: Josh Thomas
PURPOSE OF REQUEST:	DEPARTMENT PRIORITY:	SUBMITTING AUTHORITY:
<input checked="" type="checkbox"/> Add a Project	<input checked="" type="checkbox"/> Urgent <input type="checkbox"/> Necessary <input type="checkbox"/> Desirable	SUBMITTED BY: Josh Thomas
<input type="checkbox"/> Delete a Project		DEPARTMENT HEAD: Josh Thomas
<input type="checkbox"/> Modify a Project		DATE: 8/30/2023
<input type="checkbox"/> Consolidate Projects		TOWN MANAGER: 
DESCRIPTION/LOCATION: Water Treatment Plant		
JUSTIFICATION: For mowing and maintaining the grounds at the Water Treatment Plant, 300 acres of Watershed, and over a mile of cross-country water transmission mains. We have always had the need for a larger piece of equipment. It will provide a more efficient and safer way to mow the steep inclines at the WTP. This Skidsteer would also have a front bucket for removing snow trapped in front of the loading dock and around the building. With the metal roof on the building, large amounts of snow slide off periodically and compact to the pavement. This becomes very labor intensive and sometimes impossible to remove without a machine. This piece of equipment will be shared with the Highway Dept.		
RATIONALE:	IMPACT ON OPERATING COSTS OR PERSONNEL REQUIREMENTS:	
<input type="checkbox"/> Urgent Need	<input type="checkbox"/> Add Personnel	
<input type="checkbox"/> Removes imminent threat to public health/safety	<input checked="" type="checkbox"/> Increased O&M Cost	
<input checked="" type="checkbox"/> Alleviates substandard conditions or deficiencies	<input type="checkbox"/> Reduces Personnel	
<input type="checkbox"/> Responds to federal or state mandatory requirement	<input type="checkbox"/> Decreased O&M Cost	
<input checked="" type="checkbox"/> Improves the quality of existing services	Dollar Cost of Impacts if Known:	
<input type="checkbox"/> Provides added capacity to serve growth	Annually	
<input checked="" type="checkbox"/> Reduces long-term operating costs		
<input type="checkbox"/> Provides incentive to economic development		
<input type="checkbox"/> Eligible for matching funds available for limited time		
<input type="checkbox"/> Needed to meet ADA compliance		
RELATED PROJECTS:		
COST ESTIMATE:	AMOUNT	SOURCES OF FUNDING:
Planning/Feasibility Analysis		Grants From: _____
Architecture & Engineering		Loans From: _____
Real Estate/Land Acquisition		Donations/Bequest/Private _____
Equipment/Materials/Furnishings		User Fees & Charges WF \$ 49,000
Vehicles & Capital Equipment	\$ 98,000	Capital Reserve Withdrawal PW \$ 49,000
Site Preparation		Current Revenue _____
Construction		General Obligation Bond _____
Other		Special Assessment _____
TOTAL PROJECT ESTIMATE:	\$ 98,000	TOTAL PROJECT COST: \$ 98,000
SOURCE OF ESTIMATES:		
COMMENTS & ADDITIONAL INFORMATION:		
REVIEWERS' NOTES:		



MB TRACTOR & EQUIPMENT
 658 Harold L Dow Hwy
 Elliot, ME 03903
 TEL: (207)-439-1777
 FAX: (207) 439-3263

THE BEST TRACTORS & EQUIPMENT ON EARTH!

www.MBTRACTOR.com

SOLD TO *** emailed ***
 T04920 TOWN OF WOLFEBORO
 PO BOX 629
 WOLFEBORO, NH 03894

SHIP TO

QUOTATION

Sold By: SJM PO #: SVL97 Date 9/05/23 QUOTE EQ02838
 Ship By: Tax #: 11:25:23 PRT: 1 Open

Tax	D	Qty	Description	Price	Amount
Group: 01					
EQUIPMENT QUOTE					
NH		1	KUBOTA SVL97-2HFC AC/CAB HI-FLO	81047.33	81047.33
NH		1	KUBOTA AP-HD80LLC 80" BUCKET	2174.00	2174.00
NH		1	KUBOTA SS6679 AIR RIDE SEAT	531.07	531.07
NH		1	KUBOTA S6181 CCV HEATER KIT	110.51	110.51
NH		1	DCU6700 TELEMATIC MODEM INCLUDED		
NH		1	S6780 REAR VIEW CAMERA INCLUDED		
NH		1	FECON FDM74-35F 74" ROTARY MOWER	14900.00	14900.00
NH		1	LANDSCAPE AP-SGC2084 84" GRAPPLE	7000.00	7000.00
NH		1	BOSS SK10 10FT SNOW PUSHER QA	4400.00	4400.00
NH		1	ERSKINE 2420XL 78" QA SNOWBLOWER	11400.00	11400.00
** TOTAL EQUIPMENT QUOTE					121562.91
NH			KUBOTA DISCOUNT		
NH			MUNICIPAL DISCOUNT		8604.24

KUBOTA SVL97-2HFC AC CAB HI-FLOW 17" RUBBER TRACKS, AIR RIDE SEAT
 VERTICAL LIFT ARMS CCV HEATER KIT FOR COLD WEATHER CONDITIONS
 80" LOW PRO BUCKET LONG FLOOR /CUTTING EDGE SIDE CUTTERS
 KUBOTA 4 CYLINDER TURBO 96.4HP DIESEL ENGINE
 OPERATING WEIGHT 9,315LBS
 KUBOTA WARRANTY: 24 MONTHS LIMITED WARRANTY (2,000 HOURS)
 TRACKS 12 MONTHS (1,000 HOURS)
 36 MTHS @ 0%=\$2,268MTH. PAYMENT INCLUDES KUBOTA'S & MB'S \$310 FILE FEES
 60 MTHS @ 1.99%=\$1,432MTH. PAYMENT INCLUDES KUBOTA'S & MB'S \$310 FILE FEES
 KUBOTA INSURANCE \$164MTH ADD THIS TO YOUR PAYMENT

Quotes are valid for thirty days. Prices are subject to change at vendors discretion. All prices quoted FOB vendor shipping point unless specifically noted.
 Special order parts are to be prepaid in full in advance, charged to a valid open account, or billed to a credit card.
 There are no returns of special order parts.
 TRUCKING IS NOT COVERED BY THE MANUFACTURERS WARRANTY. TRUCKING COSTS ARE THE RESPONSIBILITY OF THE CUSTOMER.

** SUBTOTAL 112958.67

X _____ Charge Sale

Phone: (603) 569-6975

PAY THIS AMOUNT

\$112958.67

TOWN OF WOLFEBORO REQUEST FOR CAPITAL OUTLAY <u>2024 BUDGET YEAR</u>		RANKING: High DEPARTMENT: Public Works ACTIVITY/DIVISION: Solid Waste PROPOSED START (FY): 2024 ACCOUNT NUMBER:
PROJECT TITLE: Dumpster Replacement		PREPARED BY: Steve Randall
PURPOSE OF REQUEST:	DEPARTMENT PRIORITY:	SUBMITTING AUTHORITY:
<input type="checkbox"/> Add a Project	<input type="checkbox"/> Urgent	SUBMITTED BY: S. Randall
<input type="checkbox"/> Delete a Project	<input type="checkbox"/> Necessary	DEPARTMENT HEAD: S. Randall
<input type="checkbox"/> Modify a Project	<input checked="" type="checkbox"/> Desirable	DATE: 8/29/2023
<input type="checkbox"/> Consolidate Projects		TOWN MANAGER: <i>[Signature]</i>
DESCRIPTION/LOCATION:		
JUSTIFICATION: Our existing dumpsters belong to Cassella Waste inc. The fees for there use are going up and we need to own our own. This was for 2 dummppers. BOS decreased by \$10,000 down to one dumpster.		
RATIONALE:		IMPACT ON OPERATING COSTS OR PERSONNEL REQUIREMENTS:
<input type="checkbox"/> Urgent Need <input type="checkbox"/> Removes imminent threat to public health/safety <input type="checkbox"/> Alleviates substandard conditions or deficiencies <input type="checkbox"/> Responds to federal or state mandatory requirement <input checked="" type="checkbox"/> Improves the quality of existing services <input checked="" type="checkbox"/> Provides added capacity to serve growth <input checked="" type="checkbox"/> Reduces long-term operating costs <input type="checkbox"/> Provides incentive to economic development <input type="checkbox"/> Eligible for matching funds available for limited time <input type="checkbox"/> Needed to meet ADA compliance		<input type="checkbox"/> Add Personnel <input type="checkbox"/> Increased O&M Cost <input type="checkbox"/> Reduces Personnel <input type="checkbox"/> Decreased O&M Cost Dollar Cost of Impacts if Known: Annually
RELATED PROJECTS:		
COST ESTIMATE:		SOURCES OF FUNDING:
	AMOUNT	
Planning/Feasibility Analysis	_____	Grants From: _____
Architecture & Engineering	_____	Loans From: _____
Real Estate/Land Acquisition	_____	Donations/Bequest/Private _____
Equipment/Materials/Furnishings	_____	User Fees & Charges _____
Vehicles & Capital Equipment	_____	Capital Reserve Withdrawal _____
Site Preparation	_____	Current Revenue \$ 10,000
Construction	\$ 10,000	General Obligation Bond _____
Other	_____	Special Assessment _____
TOTAL PROJECT ESTIMATE:	\$ 10,000	TOTAL PROJECT COST: \$ 10,000
SOURCE OF ESTIMATES: Supply House		
COMMENTS & ADDITIONAL INFORMATION:		
REVIEWERS' NOTES:		



Iron Container
 4821 Calhoun
 Memorial
 Highway
 Easley SC 29640
 US

Quote

#QUO3759

11/1/2023

ROR (1) 40YD COLOR: BFI BLUE

Bill To

Steve Randall
 Town of Wolfeboro
 48 Pine Hill Rd
 Wolfeboro NH 03894
 United States

Ship To

Steve Randall
 Town of Wolfeboro
 48 Pine Hill Rd
 Wolfeboro NH 03894
 United States

TOTAL

\$8,570.00

Prepared By

Nataliz Casillas

Email

Ncasillas@ironcontainer.com

Expires

4/29/2024

Exp. Close

11/1/2023

Terms

Cash in Advance (CIA)

Sales Rep

Jim High

Shipping Method

Notes

ROR (1) 40YD COLOR: BFI BLUE

Quantity	Item	Rate	Amount
1	ROR-S40SC ROR40 Standard SC Roll Off 40YD RECTANGULAR - Standard - 22ft skid - 7 gauge floor - 12 gauge sides - HD Parts - 3 Hinges - 2 ground rollers	\$5,900.00	\$5,900.00
1	Freight - Custom Freight - Custom Freight		\$2,670.00
	Description Item COLOR: BFI BLUE LEAD: 3-4 WEEKS		
		Subtotal	\$8,570.00
		Tax Total (%)	\$0.00
		Total	\$8,570.00

Signature: _____

Sales Taxes are an estimate only. Actual charges will be calculated at the time of shipping All orders paid for with credit card are subject to 1% - 4% surcharge fee based upon which credit card network is used. In the event of a dispute between the parties regarding the terms, payment or enforcement of this contract/invoice, the prevailing party in any such action shall recover its reasonable attorney's fees and costs from the non-prevailing party, which shall include the right to seek attorney's fees for collecting attorney's fees. Invoices may accrue interest at 1% per month over the agreed payment terms.