

**RIVERSIDE & PICKERING**  
MARINE CONTRACTORS

**CONTRACT**

**OWNER:**

Portsmouth Yacht Club  
Dick Blidberg  
73 Piscataqua Street  
New Castle, NH 03854

**RE: Construction to remove and install nine existing float piles.**

Dear Mr. Blidberg;

As requested, Riverside & Pickering Marine Contractors (CONTRACTOR) is pleased to submit this proposal to provide services at the property described above. Based upon our understanding of the project, the following is a brief description of the general scope of work:

**A. CONTRACT SUM:**

**NINETEEN THOUSAND SEVEN HUNDRED DOLLARS AND 00/100**

**B. SCOPE OF WORK**

**1. PILING CONSTRUCTION: Total Construction Cost: **NINETEEN THOUSAND SEVEN HUNDRED DOLLARS AND 00/100****

- a. CONTRACTOR agrees to remove nine (9) existing float pilings and drive nine (9) existing float pilings.

**Construction to be as follows:**

- i. Mobilize the crane barge, push boat, work skiff, and equipment trucks to site for construction.
- ii. Remove nine (9) existing float pilings
- iii. Drive nine (9) existing float pilings.

**Shifting of Float system and shifting of Pile location will be billed separately for time and material.**

**Any materials will be additional and added to the final cost of the construction and will be billable at substantial completion.**

## **TERMS AND CONDITIONS:**

1. **CONTRACTOR is only responsible for the work as described in Section B. No additional work is included in the Contract Sum.**
2. Changes in the Work may be accomplished after execution of the Contract. Such changes in the Work will be authorized by written Change Order signed by the OWNER and CONTRACTOR. Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties.
3. Professional fees, should they be required, are NOT included in this contract (legal, lobbyist, engineering, surveying, etc.). OWNER is responsible for all professional services and associated fees. OWNER shall decide if professional services are desired.
4. CONTRACTOR is not responsible for past violations or issues relating to existing conditions which may commence a deficiency or violation inspection from DEP based on this new application. OWNER shall advise CONTRACTOR if there are any known or suspected issues.
5. OWNER is responsible for plan authorization. CONTRACTOR specifically notes that plans involving pervious and impervious surfaces and other criteria may affect future plans and considerations.
6. CONTRACTOR is not responsible for Acts of God, weather delays, and situations beyond its control (i.e.: ice damage, erosion, corrosion, weather systems, supplier delays, labor strikes, etc.).
7. OWNER to provide reasonable storage and access for materials and equipment for the duration of the project if deemed necessary by the CONTRACTOR.
8. CONTRACTOR warrants to OWNER that: (a) materials and equipment furnished under this Contract will be new and of good quality unless noted otherwise i.e. may reuse rock; (b) the work will be free from defects not inherent in the quality required or permitted; and (c) the work will conform to the requirements of this Contract. CONTRACTOR shall promptly correct work rejected by OWNER as failing to conform to the requirements of this Contract. CONTRACTOR agrees to guarantee its work to be free of workmanship like defects for a period of one year from date of completion. Should defects be found to be caused by CONTRACTOR error, OWNERS sole remedy is to have the product substantially repaired (at no charge) by CONTRACTOR.
9. OWNER bears the risk if concealed or unknown physical conditions are encountered at the site that differs materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist. The Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the OWNER and CONTRACTOR; provided that the CONTRACTOR provides notice to the OWNER promptly and before conditions are disturbed.
10. OWNER agrees that CONTRACTOR (Riverside & Pickering) shall be the sole contractor to complete the work described in permits.
11. The OWNER assumes all risk and liability and further agrees to indemnify and hold CONTRACTOR harmless for any and all costs, fees or other expenses, including attorney's fees, resulting or arising from any deviations in the construction of the docking structure, as requested by the OWNER, from the specifications approved by the municipal, state, and federal regulatory agencies.
12. During construction no one other than Contractor employees and agents are allowed on the construction site without the express written consent of Contractor. In the event OWNER or OWNER's agents (other than the CONTRACTOR, a subcontractor of the CONTRACTOR, and anyone directly or indirectly employed by them) are on the work site at any time during construction, OWNER shall indemnify and hold harmless CONTRACTOR and agents of CONTRACTOR from and against claims, damages, losses and expenses, including but not limited to attorney's fees, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the intentional or negligent acts or omissions of OWNER, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder
13. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless OWNER and agents of the OWNER from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the intentional or negligent acts or omissions of CONTRACTOR, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they

may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

14. All hardware is commercial grade, heavy duty galvanized steel, unless otherwise noted.
15. Limitation of Liability: CONTRACTOR shall not be liable for any consequential, lost profits, loss of use, punitive or exemplary damages suffered or incurred by OWNER arising out of or relating to this Contract. In any event, CONTRACTOR shall not be liable for any amount in excess of the Contract Sum.
16. This Contract can be assigned to an affiliated Riverside & Pickering company.
17. CONTRACTOR has the right to subcontract for any or all of its Work. CONTRACTOR shall be the sole supervisor of CONTRACTORS, employees, or subcontractors to make changes to the Work.
18. **Should work not be completed prior to November 30th 2016, contract price may be adjusted to reflect increased material, labor, & fuel costs (typically 2-6% per year).**
19. **Fuel surcharge may apply if fuel exceeds \$4.25 per gallon.**
20. **QUOTATION IS VALID FOR THIRTY (30) DAYS FROM SIGNATURE DATE BELOW.**
21. **All designs, drawings, specifications, and pricing related to this project are proprietary and confidential and are the property of Riverside & Pickering Marine Contractors and may not be shared without the express written consent of Riverside & Pickering Marine Contractors.**

### **C. RESOLUTION OF DISPUTES:**

MANDATORY ARBITRATION: Any dispute arising out of or relating to this Contract can be resolved only by mandatory and binding arbitration in Portsmouth, New Hampshire under the rules of the American Arbitration Association. Both parties expressly waive the right to trial by jury and to any other manner of dispute resolution in any other forum.

Nothing in this Section shall prevent the CONTRACTOR from initiating a lawsuit to perfect a lien pursuant to New Hampshire law.

1. This Contract shall be governed in accordance with the laws of the State of New Hampshire. This Contract shall be binding on the parties hereto, their heirs, successors, personal representatives, and assigns.

### **D. INSURANCE:**

1. CONTRACTOR, and any subcontractors utilized for this project, shall provide and maintain Worker's Compensation and Liability insurance coverage through the course of construction.
2. OWNER to provide and maintain Liability insurance coverage through course of construction.

### **E. PRICING & PAYMENT TERMS:**

The **TOTAL COST** for services above is **NINETEEN THOUSAND SEVEN HUNDRED DOLLARS AND 00/100**

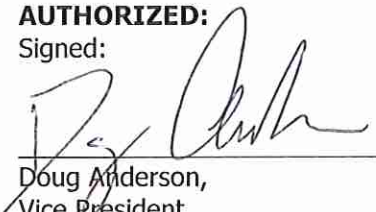
CONSTRUCTION PROJECT(s):

1. **1/2% of construction total due at mobilization to the site.**
2. **1/2% of construction total is due at substantial completion of the project.**
3. **It is understood that shifting of the float system and shifting of pile location will be billed separately for time and materials and that any materials will be additional and added to the final cost of the construction billable at substantial completion.**

**PLEASE NOTE:** ALL INVOICES ARE DUE UPON RECEIPT OR AS NOTED ABOVE. UNPAID BALANCES SHALL BE SUBJECT TO INTEREST AT A RATE OF 18% PER ANNUM. OWNER IS RESPONSIBLE FOR ALL COSTS OF COLLECTION, INCLUDING REASONABLE ATTORNEY FEES.

**AUTHORIZED:**

Signed:

 8/4/16  
Date

Doug Anderson,  
Vice President

**ACCEPTANCE**

Riverside & Pickering Marine Contractors is hereby authorized to commence work as noted above. I understand this process may take a considerable amount of time based on both permit application preparation and permit application review by appropriate agencies. I have read and understand the attached PERMIT APPLICATION CLARIFICATIONS and understand signature below authorizes Riverside, and its employees and agents, to act as Agent on my behalf for the purposes of seeking a ME DEP Wetlands Permit.

**ACCEPTED:**

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Dick Blidberg or Authorized Agent

**DATE:**

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