THE CITY OF NASHUA

Division of Public Works

Administration

"The Gate City"

Board of Public Works Special Meeting of September 29, 2016

Agenda

A meeting of the Board of Public Works is scheduled for Thursday, September 29, 2016 at 3:00 p.m. in the Auditorium at City Hall, 229 Main Street, Nashua, NH 03060.

I. Roll Call

II. Motion: To approve the Agenda as presented.

III. Motion: To approve the Minutes of the Board of Public Works Meeting of August 25, 2016.

IV. Public Comment

V. Parks & Recreation Department

A. Motion: To approve the contract for design build services for the relocation of the current skateboard park with Artisan Skateparks of Kitty Hawk, North Carolina for the sum of $550,000. Funding will be through Department: 177 Parks and Recreation; Fund: Trust; Activity: David Deane Skateboard Park.

B. Motion: To authorize the City of Nashua to enter into a Temporary Skatepark Easement Agreement for the David W. Deane Skateboard Park with Residences at Riverfront Landing Limited Partnership.

VI. Solid Waste Department:

A. Motion: To approve the hiring of Mr. Michael Burnham of Nashua, NH to the position of Scale Operator, Solid Waste Department. Starting yearly salary for this position will be $37,776. Funding will be through: Department: 168 Solid Waste; Fund: Solid Waste; Account Classification: 51 Salaries & Wages.

VII. Engineering Department

A. Motion: To approve Change Order No. 1 for the 2016 Sewer Replacement Project to Park Construction Corporation of Fitzwilliam, NH in an amount of $419,325. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Activities: Sewer Rehab and Sewer Structures and Department: 160 – Admin/Engineering; Fund: Trust; Activity: Paving.

VIII. Solid Waste Enterprise Fund

IX. Wastewater Rate Study Update

X. Commissioner's Comments

Board of Public Works
Meeting Minutes

August 25, 2016

A regular meeting of the Board of Public Works was held on Thursday, August 25, 2016, at 5:30 p.m. at City Hall, in the City Hall Auditorium 3rd floor, 229 Main Street, Nashua, NH 03060.

Mayor Donchess called the meeting to order at 5:30 p.m. and called the roll.

Mayor Donchess

Before I ask the Clerk to take the roll, Commissioner Pappas is participating by telephone and under the terms of the state law that allows her to do that, she needs to explain why she can't attend, if she can hear us, and who she is with, if anyone.

Commissioner Pappas stated the reason she could not attend, confirmed that she could hear the proceedings and stated who was present with her.

Members Present:

Mayor Jim Donchess
Commissioner Bergeron
Commissioner Tracy Pappas
Commissioner Joel Ackerman
Commissioner Kevin S. Moriarty

Also Present:

Ms. Lisa Fauteux, Director of Public Works
Mr. Steve Dookran, City Engineer
Mr. Jon Ibarra, Superintendent of Streets
Alderman Ken Siegel, Aldermanic Liaison
Alderman-at-Large David W. Deane

MOTION: Commissioner Bergeron to approve the amended Agenda as presented.
SECONDED: Commissioner Ackerman

A Viva Voce Roll Call was taken, which resulted as follows:

Yea:	Mayor Donchess, Commissioner Bergeron, Commissioner Pappas, Commissioner Moriarty, Commissioner Ackerman	5
Nay:		0

MOTION CARRIED: Unanimously

MOTION: Commissioner Bergeron to approve the Minutes of the Board of Public Works Meeting of July 26, 2016.
SECONDED: Commissioner Ackerman

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A Viva Voce Roll Call was taken, which resulted as follows:

Yea:	Mayor Donchess, Commissioner Bergeron, Commissioner Pappas, Commissioner Moriarty, Commissioner Ackerman	5
Nay:		0

MOTION CARRIED: Unanimously

Public Comment

A. **MOTION:** To approve the hardship case for Marilyn Forest of 30 Fairmount Street.

Attorney Morgan Hollis, Gottesman & Hollis, 39 East Pearl Street

I am here this evening representing Marilyn Forest who is the trustee of her revocable trust. Marilyn lives at 30 Fairmount Street and she is also the trustee of the trust that owns it; her revocable trust owns the property. 30 Fairmount Street consists of two properties. I have copies of the tax maps; it's on the corner of Fairmount Street and North Intervale Street.

Commissioner Pappas

So those are not included in the packet, is that correct?

Attorney Hollis

That is correct.

Mayor Donchess

Before we move forward is there a motion to accept the communication which is the tax maps submitted by Attorney Hollis?

MOTION: Commissioner Bergeron to accept and place on file the map provided by Attorney Hollis regarding 30 Fairmount Street.
SECONDED: Commissioner Ackerman

A Viva Voce Roll Call was taken, which resulted as follows:

Yea:	Mayor Donchess, Commissioner Bergeron, Commissioner Pappas, Commissioner Moriarty, Commissioner Ackerman	5
Nay:		0

MOTION CARRIED: Unanimously

Attorney Hollis

The handout was merely a printout of the city's GIS tax map and what it shows highlighted in yellow is the property at 30 Fairmount Street which consists of 3.53 acres and it has the house outlined and it also has an additional lot which is located immediately adjacent to it highlighted in yellow and that is parcel 70-24 and that is .57 acres and is currently a vacant lot. My client has lived there for 31 years and over the last 5 years has

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considered selling the property. Marilyn is here this evening with me and would be happy to answer any questions anyone has. We are here under §285-8G of the ordinances which in essence prohibit disturbing a street which is paved within 5 years of the paving. Under that section there is an exception to that prohibition and that exception I will read into the record as follows:

”G states that construction shall not be permitted on any street paved within the past 5 years except for emergency or hardship purposes only and only if, at the licensees expense, the street is reconstructed by removing the existing asphalt, aggregate base and subgrade material; a minimum of 3’ in each direction beyond the damaged area or up to the edge of pavement if closer than 3’ and placing a minimum of 18” of aggregate base and a minimum of 3” of total asphalt concrete on residential streets and 5” total asphalt total asphalt concrete on all other streets. In addition the licensee shall resurface the entire street from curb to curb and for a minimum of 20’ beyond either end of the disturbed area as measured along the center line of the roadway and a minimum asphalt concrete thickness of 2”. Full depth edge grinding shall be performed to maintain curb profile and preclude feathering of pavement. This obligation shall apply to all excavations including work under Articles V and VI of this chapter.”

We are here this evening because Marilyn has considered selling her property but as you all know the Broad Street Parkway construction had some amount of impact on that area and getting people to decide what to do was a little premature I guess to put this out to market. Most recently Marilyn made the decision to go forward as the Broad Street Parkway is completed; people can see it and know what is going on. They know what Fairmount Street, Baldwin Street and Intervale Street are following that construction. I negotiated an agreement with a third party on behalf of Marilyn and all of a sudden Marilyn received notification that Fairmount Street was on the list of roads to be paved this year and of course that is going to adversely affect her ability to do anything with that property other than what is there in the street now. Marilyn has consulted with Hayner/Swanson about potential sub-division but no plan has been submitted because this was just in the preliminary works. Her homestead amounts to about 3.7 acres and Hayner/Swanson believes that about 7 to 8 lots could be constructed under todays’ zoning with frontage along both Intervale and Fairmount. Marilyn has not received notice that Intervale Street is one of those that is going to be constructed this year but it’s my understanding that it is possible that it will be reconstructed. So one of the first questions is whether or not since it’s not noticed yet, but since we are taking up this issue maybe we can find out if Intervale Street is on the list to be constructed. The second is that we are here to request a determination that Marilyn has a hardship that would allow her to at least break the asphalt during the 5 year prohibition period under the regulation. The third thing that we are here to discuss is could the Board see fit to postpone the construction on Fairmount and Intervale until next year where Marilyn and/or a third party could go ahead and construct the cuts as may be necessary. We believe there could be up to three cuts. That is the current house or the lot on which the current house sits may have to be reconstructed for sewer and water. The vacant lot to the side that is closest to the downtown area, that lot would need a new water and sewer connection and then there would be a lot at the corner of Intervale and Fairmount which might also have a cut. Along Intervale there would be an additional 6 potential lots so there would be 6 potential cuts. The final request we would have is exactly what does the ordinance require if you gave us a hardship and if we went forward and cut. How much of the street would we have to re-pave? The hardship argument that we make as best as we can make it is we have been patient and didn’t think that Fairmount or Intervale was going to be re-paved and now all of a sudden, if this prohibition goes in, it will significantly impact her ability to sell the property for what it’s full fair market value really is. If you look at the exhibit that I handed out you can see that it’s a very large lot given all other lots in the area. It’s likely not to last as a single lot for very long. As soon as Marilyn sells and moves out someone will do something with it. I did have Jim Petropulos of Hayner/Swanson prepare a sketch of what the potential lots, it’s not engineered but straight lined sketching, but if the Board would like to see roughly where these cuts might occur I would like to submit it, Mr. Mayor which I will enter as exhibit 2, a sketch plan of Intervale and Fairmount Streets.

<u>Mayor Donchess</u>

That’s fine

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Attorney Hollis

This will have a very significant impact if Marilyn is unable to cut into the road for a 5 year period. She will essentially be stuck selling it to somebody who will be able to take advantage of that situation or she will have to live there and wait out the 5 years. Given the recent history of the Broad Street Parkway and her choice not to move forward, it imposed a great deal of financial hardship on her.

MOTION: Commissioner Ackerman to accept exhibit 2, the sketch plan of Intervale and Fairmount Streets and place it on file.
SECONDED: Commissioner Moriarty

A Viva Voce Roll Call was taken, which resulted as follows:

Yea:	Mayor Donchess, Commissioner Bergeron, Commissioner Pappas, Commissioner Moriarty, Commissioner Ackerman	5
Nay:		0

MOTION CARRIED: Unanimously

Attorney Hollis

It is a sketch plan which shows the same property. It is GIS map, the city's tax map but Hayner/Swanson has drawn a sketch showing the potential of 7 lots having frontage on Intervale Street. The house lot and an additional lot, lot 70-24 so a total of 9 lots which might involve therefore 3 along Fairmount and 6 along Intervale or possibly 7 along Intervale and 2 along Fairmount. It's hard to tell where those cuts might be but the cuts would probably be in the center of the lots for sewer and water.

Commissioner Pappas

My concern about raising a hardship on a brand new road is when you cut in it does, regardless of how you patch it, it does compromise the road. One of the questions that I had sent via e-mail last night was if the road had not yet been paved because it seems to me that it takes us an awful long time to get our roads paved in Nashua and I think rather than to grant a hardship I would like to delay paving the road by a year so the road is not compromised when it is cut into. My other suggestion is that I've looked at some of the other hardships that were granted and I know that other people have had problems with utilities and a lot of times what happens is that they go underneath sidewalks and they find that is cheaper. I think if we agree to wait on the paving then we don't have to grant the hardship and everyone wins. It sounds like Intervale is not on the paving schedule so perhaps we can look at that area to see if we can go underneath the sidewalk or under the road or if the road is patched, at least it's not a brand new road. Would it be a terrible burden for the city to wait a year to pave the road?

Director Fauteux

There are no plans to plan Intervale; Intervale was paved in 2002 so that won't be paved in the near future. However, Fairmount Street has been put off until the fall. It was supposed to be paved earlier. We have done some mill & fill in that area and I think it could wait until the spring, however, I would be concerned that some residents on Fairmount Street who have, like Mrs. Forest, who have been through the parkway would take exception with us putting off the paving again.

Commissioner Pappas

If we grant the exception and someone cuts into the road then they still have to do extensive patching, is that correct?

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Director Fauteux

Yes.

Commissioner Pappas

If we grant the exception the resident will still have to pay for the expensive patching?

Director Fauteux

Not quite to the extent though is if it were new pavement.

Commissioner Pappas

Intervale is going to be a different animal than if Fairmount is re-paved, is that correct?

Director Fauteux

That's correct; the patches would be simpler to do on Intervale.

Commissioner Pappas

I understand that the division really takes some time before it goes ahead and puts off paving because people get upset if their road isn't paved but if we grant a hardship on a newly paved road, I think people for years to come will pay for it, not monetarily but every time you cut into a road it is compromised. For me, I'd rather have us take heat from the people on Fairmount Street. Just to say if this is going to happen then it makes more sense and maybe to give Mrs. Forest a deadline and say it's got to be done by "X" time in the spring. It's a shame to spend $50,000 on a road and then have someone cut into the road and then they have to pay also.

Mr. Dookran

The difference between patching and a newly paved street versus an existing street is this. The restoration of the trench itself is essentially the same however, on a new paved street you have to mill 20' in each direction from curb to curb and then re-pave 40' plus the width of the patch and that's the additional cost.

Commissioner Bergeron

With regard to the new street, do we have any history of that being done on a new street where we have done as large of a section as this because I know that we have probably granted at times for a single home but we are talking here about a fair amount on Fairmount Street? Do we have any history of that being done and what was the condition of the road after 3 to 5 years?

Mr. Dookran

We don't have any recent history of going to that extent. Usually it's one or two trenches and here we are talking about 100' altogether. One of the questions was what would the impact be of cutting on a new street and it really is actually not a whole lot; considering that all restoration requirements are pretty stringent. The cut back that I speak of is more stringent than you would find in most communities. The restoration of the trench is actually very good and we don't expect any future failures. Coming back and doing a full overlay from curb to curb for that length will essentially make it look like a brand new street. We expect it to last the life of the existing newly paved street.

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Commissioner Ackerman

Mr. Dookran, would a possibility be that I imagine originally on Fairmount Street we are going to put a binder coat and then put a finish coat, is that correct?

Mr. Dookran

The term may not be accurate because on a street like Fairmount Street you are looking at what we call a shim coat which is a leveling coat as opposed to a binder; like on the Broad Street Parkway we put a binder because we were building the street. It's really a shimming and then we put a top coat.

Commissioner Ackerman

Would it be possible; obviously Intervale is not even on the radar screen as an issue but would it be possible to do Fairmount in between on exhibit 2, between the corner of Intervale and Baldwin. The northeast side of section 7 to the end of lot #8 that's on the exhibit, to only put the shim coat and hold off on the final coat and then put a period of time to allow the homeowner to develop it so that it minimizes the impact to the road and the concern that people have?

Mr. Dookran

That is really a good option and in fact this section of Fairmount from Intervale all the way to Charles on the eastern end has been under consideration for a long time. In fact a few years ago we did go in and put in a shim coat from Intervale to a certain point because we were expecting the Broad Street Parkway building the Fairmount Street Bridge would impact the road plus the utilities that would come as a result.

Mayor Donchess

Which section was that?

Mr. Dookran

It's section #30 that we are looking at. It's a couple of hundred feet from Intervale going towards the east. In other words, we could pick up from there and pave that and leave that section for the future as an option.

Mayor Donchess

Are there problems with leaving that unpaved and then bringing a crew back later?

Director Fauteux

No. I think that is a good option, I agree.

Commissioner Pappas

I think that sounds like a really good option and one of the things that I think the Chair and the director know is that I've been really big on getting information in advance. Rather than grant something tonight I'd really like to see something in writing before we go ahead and do that. It sounds like that this person is in a much better situation since we didn't newly pave Fairmount Street yet and it sounds like it's been a while since Intervale has been paved. We've had some discussion here tonight and had some really good suggestions but rather than go ahead and saying yes, we will go through with it this month; then people can look into it over this month as options and then we can have everything with specifics sometime during the next couple of months.

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People that I know in the past who have issues with having to cut into the road is that they went under through a sidewalk and I didn't know if that was an option. I know that Intervale Street sounds like it's going to be a lot easier for the applicant than Fairmount if it was re-paved.

Mayor Donchess

Does anyone have any problems with taking a comment from Alderman Deane?

Alderman Deane

I have one comment. Commissioner Ackerman's idea of shimming is not a finished coat of asphalt so basically it makes asking for a hardship; if they are going to go in a shim to make the street somewhat acceptable for the winter months then the Planning Board process has to take place and asking for a hardship to dig into a freshly paved road is a moot point because if it's not going to be paved and only shimmed, shimming isn't the issue it's the finished coat of asphalt. The question would be if you are going to do those penetrations there has to be a sub-division approval done by the Planning Board. When is the earliest time that those penetrations can be made and brought to the edge of the lot lines so that the settling process can take place so we can get the finished coat of asphalt on there? I think that shimming idea is a great idea. I've had a lot of people say to me when we've done the shimming that they can't believe they are paving my road. That's a good option.

Mayor Donchess

As I understand Mr. Dookran, what you said was that the road was already shimmed within recent times and therefore, the alternative that you were discussing was that the road would be paved up to the beginning of this possible project and it would resume at the end of the project in terms of the street frontage and that because the road that is Fairmount Street had already been shimmed recently that you would need at this point to do the shimming and rely on what is there, is that correct?

Mr. Dookran

Yes, at least for the piece that is going to be impacted by the development; that has already been shimmed a couple of years ago.

Mayor Donchess

So I think what you were saying is that if this alternative were pursued or adopted that we could pave up to a certain section of Fairmount Street and skip the section that has been shimmed in front of the Forest property, resume the paving and then (inaudible) the section and rely on the shimming that's already been done in front of the Forest property until the cuts are made and then we would re-pave the street, is that correct?

Mr. Dookran

That's correct. It so happens that the end of the length to be paved is actually at Intervale so you will pick up from where the Broad Street Parkway left off and stop where this development is going to go in. There will be no paving to the west as that is not in the program.

Commissioner Moriarty

Just to clarify, I understand what you said, Mayor Donchess, to pave on either side of the yellow property on exhibit 1 but we are not going to be paving on the other side?

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Mr. Dookran

I believe without seeing the final development plan and where the utilities will actually come out, I think you have to leave enough room so that they can get all of the utilities in. The beginning of the paving that we had planned would be Intervale and heading east to meet up with the Fairmount Street Bridge. We will leave off the section from Intervale to where we believed the development will impact and then will do more shimming and the final paving of the rest of it up to the bridge.

Mayor Donchess

I think I misstated that situation. There is no paving west of Intervale so were this adopted we would just start east of this property.

Commissioner Moriarty

That makes perfect sense, Mayor. Getting back to chapter 285, I am just curious, would the taxpayer then still be…it would no longer be a hardship so would they still incur the cost of re-paving that?

Director Fauteux

They would have to restore the trench but not to the extent they would if it were final paved.

Commissioner Pappas

I would really like to see this stuff in writing. I would really like us to see go ahead and take a look at this because my fear is if we grant this exception then this hardship we will never, ever be able to say no to another hardship. I had expressed concern that we really didn't have a lot of information in advance and what I could hear over the phone sounds like a decent option but again, I would really like for us to take a look at this in writing before we grant the hardship and always have to grant a hardship in the future.

Commissioner Bergeron

It's my understanding that if we stop…we were scheduled to pave Fairmount Street from Baldwin to Charles Street so we were stopping at Baldwin Street, that we really aren't granting a hardship but that basically we would stop at the beginning of lot 8 on our map and we'd pave from there to Charles Street. Then at whatever time the project would go forward then that part of it would be complete, that utility work and then we would just go back and pave from that corner of lot 8 to Baldwin Street, am I correct?

Director Fauteux

That's correct.

Commissioner Bergeron

So we are not really granting a hardship, we are just saying that we are going to pave from Charles to the corner of lot 8.

Director Fauteux

That's correct.

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Commissioner Bergeron

Mr. Hollis, in the perfect scenario, when would you anticipate this work being done? I understand you still have to go to the Planning Board and everything. I'm thinking that we would be talking as a Board paving from Charles to that corner of lot 8 still this summer/fall and at what point would you think they would be doing that work?

Attorney Hollis

It's a difficult guess in that if we reach an agreement with a third party there will be certain timelines in which the third party would have to obtain approvals and then proceed forward at close and then do the work. Normally the sale of the property to a third party, be it a developer or someone who is not going to develop it, we would leave it up to them to set the timelines and normally they wouldn't cut the street until they had to which might be when they have marketed and sold a piece of property for sale. In a perfect world it could be several years, as houses are built you put the stubs and make the connections and then repair the street. In the world we are in today if you vote to delay the paving in that section and let's say you put it on a timeline then we would have to proceed forward and make those hard decisions of whether we would do the investment and put the installation and connections in and that recently occurred out on West Hollis Street. We would have to do that in advance or come back here and ask for permission if you pave before we are ready to go in. I think as I sensed the discussion this evening we would withdraw our request for hardship this evening as long as there was a vote to indicate that paving will not occur in front of those two lots and they are identified on the tax map as 70-4 and 70-24; 70-4 is the larger lot along Fairmount Street and 70-24 is the smaller lot. If you are asking me for a projected timeline, the fastest you could really do it in my experience is probably four months if we started tomorrow. You would have to go out and do the surveying and engineering and design and then run it through the approvals process which requires consultation with the city engineering department, sewer department and all of the city agencies and Boards. You also have approvals from the state that you might need to obtain. That type of a timeline is usually no quicker than four months from start to finish which runs us head on to the end of the season. It's unlikely that any work will be done by the end of the season. Then you start up in the spring and depending on construction crews and everything I generally like to leave a little space so I would say no sooner than July 1st. My clients would like to have all of next year. I think if you are able just to make a determination and direction to whoever is in charge of the paving that it's not to be done this year and it will be taken up next year for discussion no sooner than July 1st; that gives my client at least some flexibility to proceed forward and make decisions.

Mayor Donchess

As a follow-up, where normally in the construction process does the street cutting take place? Is it after the house is constructed or before?

Attorney Hollis

My experience on an existing street is that it takes place usually before the house goes up but not until the lot is sold. Other developer clients have just gone through and put the stubs in as they go along regardless because they want them in and want to have the road finished so people aren't driving around construction sites. That's the general practice.

Mayor Donchess

So what you are suggesting is that the Board say that paving will not be done to the east of the Forest property this year? To hold off until at least July of next year and you would (inaudible) this question of when this paving would take place; that is in front of the Forest property around July of next year.

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Attorney Hollis

That would be acceptable to us and we would withdraw our request for a hardship exemption.

Commissioner Pappas

That was one of the questions that I had, it sounds like Attorney Hollis has answered it so I will ask the Chair if we give this flexibility then we are not granting a hardship, is that correct?

Mayor Donchess

Correct.

Commissioner Pappas

Okay, then that does sound fine. I guess Mr. Dookran and Director Fauteux would have a better sense but I do think a timeline is important because I do think that the price of paving can go up or down but usually it goes up so I do think because we have the money set aside for that area, I would certainly hope that the applicant would do the best they could to abide by the timeline that Attorney Hollis had eluded to.

Alderman Siegel

While I don't have a vote on this I do have an opinion. I believe that the proper role of government is to serve its citizens to the best extent possible. Unless there is a seriously compelling reason to impose an economic hardship on someone and I think in this case it would be fairly significant. I appreciate that we are trying to work through the problem and the default being okay, we are going to accommodate this because there is no compelling economic reason for the city to do otherwise and I think that's what we should be acting like. I am pleased to see that we are trying to work on a solution that doesn't require the citizen, through no fault of their own, to put out an extensive amount of money that seems unnecessary.

Commissioner Bergeron

I agree. The construction company will do the cuts right away. They won't come and do one and go and then come back again. It would be nice to see these homes built and these smaller sub-divisions hire local contractors, local plant, store and kitchen, etc.

Commissioner Pappas

Does that mean that we are going to remove the exception?

Mayor Donchess

The motion could be that we vote to pave Fairmount Street east of the Forest property to Charles Street in calendar year 2016, that we not pave in front of the Forest property until at least July 1st of 2017, and that if the connections are not yet made at that time, if the cuts are not yet completed on Intervale and the section of Fairmount Street in front of the project by July 1st of next year then we come back and discuss what the timing might be.

MOTION: Commissioner Pappas to pave Fairmount Street east of the Forest property to Charles Street in calendar year 2016, that we not pave in front of the Forest property until at least July 1st of 2017, and that if the connections are not yet made at that time, if the cuts are not yet completed on Intervale and the section of

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Fairmount Street in front of the project by July 1st of next year then we come back and discuss what the timing might be.
SECONDED: Commissioner Moriarty

Discussion:

Commissioner Ackerman

You continue to refer to it as the Forest property, is that correct? But if it's sold it would be sold to someone else so I think you have to be a bit more specific in terms of the motion.

Commissioner Bergeron

It should be from 8 to Charles Street.

Attorney Hollis

The lots Mr. Chairman, are 70-24 and 70-4.

Mayor Donchess

So we can revise the motion to say that rather than the Forest property to refer to the frontage on Fairmount Street adjacent to lot 70-24 and 70-4.

Commissioner Pappas

I agree.

Commissioner Moriarty

I also agree.

A Viva Voce Roll Call was taken, which resulted as follows:

Yea:	Mayor Donchess, Commissioner Bergeron, Commissioner Pappas, Commissioner Moriarty, Commissioner Ackerman	5
Nay:		0

MOTION CARRIED: Unanimous

Recorder's Note: Commissioner Pappas no longer participated in the meeting via telephone and therefore roll call votes were not required for the remainder of the meeting.

Aldermanic Referrals

A. **MOTION: R-16-055:** Commissioner Bergeron to recommend ESTABLISHING AN EXPENDABLE TRUST FUND TO ACCEPT DONATIONS FOR THE PURPOSE OF MAINTAINING THE HOLOCAUST MEMORIAL AT ROTARY COMMON
SECONDED: Commissioner Ackerman

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Discussion:

Alderman Siegel

I just wanted to note that the Budget Review Committee has ruled unanimously on all three of the referrals before the Board, just for reference.

MOTION CARRIED: Unanimously

B. **MOTION: R-16-058:** Commissioner Bergeron to recommend AUTHORIZING THE MAYOR AND CITY TREASURER TO BORROW AN AMOUNT NOT TO EXCEED THREE MILLION NINE HUNDRED THOUSAND DOLLARS ($3,900,000) THROUGH THE ISSUANCE OF BONDS AND/OR A LOAN THROUGH THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES STATE REVOLVING LOAN FUND FOR THE WASTEWATER TREATMENT PLANT PRIMARY TANK UPGRADE
SECONDED: Commissioner Ackerman
MOTION CARRIED: Unanimously

C. **MOTION: R-16-059:** Commissioner Bergeron to recommend AUTHORIZING THE MAYOR AND CITY TREASURER TO BORROW AN AMOUNT NOT TO EXCEED SEVEN HUNDRED SEVENTY NINE THOUSAND DOLLARS ($779,000) THROUGH THE ISSUANCE OF BONDS AND/OR A LOAN THROUGH THE NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES STATE REVOLVING LOAN FUND FOR THE WASTEWATER TREATMENT PLANT BOOSTER STATIONS PROJECT
SECONDED: Commissioner Ackerman
MOTION CARRIED: Unanimously

Solid Waste Department

A. **MOTION:** Commissioner Bergeron to approve the hiring of Linda Rainville of Burlington, MA to the position of Administrative Assistant II, Solid Waste Department. Starting yearly salary for this position will be $37,102. Funding will be through: Department: 168 Solid Waste; Fund: Solid Waste; Account Classification: 51 Salaries & Wages
SECONDED: Commissioner Ackerman

Discussion:

Commissioner Moriarty

I was just curious looking at her application why she left the Town of Weston where she was making much more money to accept this position in Nashua.

Director Fauteux

Sure, she was from Colebrook and then she moved back to Burlington temporarily and she wants to move to southern New Hampshire so she is looking for something in southern New Hampshire. When she told the Town of Weston that she was looking they decided to part company and she had just started there. We did call her references and she had glowing reviews from her previous employers'. I personally interviewed her and I was very impressed with her skills.

MOTION CARRIED: Unanimously

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B. **MOTION:** Commissioner Bergeron to accept the resignation of Carol Maxfield, Licensed Scale Operator, as of September 2, 2016.
SECONDED: Commissioner Ackerman
MOTION CARRIED: Unanimously

Engineering Department

A. **MOTION:** Commissioner Bergeron to approve the Residential and Commercial Wastewater Service Permits and Fees as submitted.
SECONDED: Commissioner Ackerman
MOTION CARRIED: Unanimously

B. **MOTION:** Commissioner Bergeron to approve to the construction contract for electrical services to Johnson's Electric Supply, Inc. of Nashua in an amount not to exceed $67,000. Funding will be through: Department 177 Parks & Recreation; Fund: Capital; Activity: Rail Trail Lighting.
SECONDED: Commissioner Ackerman
MOTION CARRIED: Unanimously

C. **MOTION:** Commissioner Bergeron to approve the use of DW Highway Traffic Mitigation funds in the amount of $800 for the Police Detail needed when we install new vehicle detection along DW Highway at intersections from Adventure way northerly to Graham Drive. Funding will be through: Department: 160 Admin & Engineering; Fund: Trust; Activity: 55 Other Services.
SECONDED: Commissioner Ackerman
MOTION CARRIED: Unanimously

D. **MOTION:** Commissioner Bergeron to approve the use of Amherst Street Traffic Mitigation funds to install new underground loops for vehicle detection at the Thornton Road approach to the Amherst Street Corridor and the necessary police detail in the amount of $2,200. Funding will be through: Department: 160 Admin & Engineering; Fund: Trust; Activity: 55 Other Services.
SECONDED: Commissioner Ackerman

Discussion:

Commissioner Moriarty

The funding source is the traffic mitigation fund. Where does that come from again?

Director Fauteux

That actually comes from developer contributions. Whenever there is an impact we request contributions from the developer.

Commissioner Moriarty

Is it a fair assessment to assume that motion D there is three times the amount of vehicle detection devices being installed?

Director Fauteux

Motion C was for a police detail. Motion D is for the actual installation of the underground loops.

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Commissioner Moriarty

And the necessary police detail.

Mayor Donchess

So as the motion is written, item C was for one thing being a police detail and item D is for two things, installation and police details.

Mr. Dookran

The difference is $800.00 for D.W. Highway versus around $200.00 or $300.00 for Amherst Street. On D.W. Highway you have a number of intersections whereas on Amherst Street you have one intersection.

Mayor Donchess

The question has to do with the fact that D.W. Highway…or are you saying that on Amherst Street there is more than one intersection?

Mr. Dookran

Amherst Street has one section and the total cost to the city is for equipment and police.

Mayor Donchess

And for D.W. Highway it is just for police?

Mr. Dookran

Yes, just police but there are quite a few intersections.

MOTION CARRIED: Unanimously

E. **MOTION:** Commissioner Bergeron to approve Change Order #17 of the construction contract with Continental Paving, Inc. for the Broad Street Parkway South in the amount of $22,627.50. Funding will be through Department 160 Admin/Engineering; Fund: Bond; Activity: Broad Street Parkway.
SECONDED: Commissioner Ackerman
MOTION CARRIED: Unanimously

F. **Informational:** Update on 2016 Paving Program

Commissioner Moriarty

I think they did a great job on Broad Street and I am sure a lot of other streets are looking great as well. Another main corridor is West Hollis Street, is that looking like it's going to get done relatively soon?

Director Fauteux

Yes, I believe within the next couple of weeks.

G. **MOTION:** Commissioner Bergeron to approve Change Order No. 1 to the construction contract for the Main Street Sidewalk Improvements to Granite State Curbing Setters, Inc. of Suncook, NH in an

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amount not to exceed $20,000. Funding will be through: Department: 161 Street; Fund: General; Activity Description: Main Street.
SECONDED: Commissioner Ackerman
MOTION CARRIED: Unanimously

Wastewater Department

A. **MOTION:** Commissioner Bergeron to approve the User Warrants as presented.
SECONDED: Commissioner Moriarty
MOTION CARRIED: Unanimously

B. **MOTION:** Commissioner Bergeron to approve the purchase of one Vogelsang pump (Asset ID: SPSP-4) for the sludge processing pump room for the amount of $16,766 from Aqua Solutions, Inc. of Middleboro, MA. Funding will be through Department: 169 Wastewater; Fund: Wastewater; Account Classification: 81300 Equipment Purchase.
SECONDED: Commissioner Ackerman

Discussion:

Commissioner Moriarty

In the paperwork, Director Fauteux, there is no mention if this was a sole source vendor and there are no other quotes listed so I was just curious what happened there.

Director Fauteux

This is a sole source.

MOTION CARRIED: Unanimously

Street Department

A. **MOTION:** Commissioner Bergeron to approve the purchase of winter road salt from Granite State Minerals of Portsmouth, NH and Eastern Minerals, Inc. of Chelsea, MA for a total amount of $465,000. The budgeted amount will be divided evenly between the two vendors. Funding will be through Department: 161 Streets; Fund: General; Account Classification: 61 Supplies and Materials.
SECONDED: Commissioner Ackerman

Discussion:

Commissioner Moriarty

I recall back in October of 2015 when I first joined the Board we voted for this past winter and I was just curious, after we approve this does it then go to the Aldermanic Board?

Mayor Donchess

The Finance Committee has to approve all contracts.

Commissioner Moriarty

Then would it come back to us for a final approval?

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Mayor Donchess

No.

Director Fauteux

We usually bring the salt contracts up in August or September.

Commissioner Moriarty

October was my first month.

Director Fauteux

Then we were probably running a little bit late.

Commissioner Moriarty

Is this the same amount as last year, 8.8 tons?

Mr. Jon Ibarra, Superintendent of Streets

Yes.

Commissioner Moriarty

So we have some in storage from last year?

Superintendent Ibarra

Yes.

Mayor Donchess

How does the price compare with last year?

Mr. Ibarra

They kept the price the same actually.

MOTION CARRIED: Unanimously

B. **MOTION:** Commissioner Bergeron to approve the purchase of two-2017 7400 SFA 4x2(SA525) Cab and Chassis Trucks from Liberty International of Manchester, New Hampshire for the price of $88,900 each for a total of $177,800. Funding will be through Department: 161 Street; Fund: Trust; Activity: CERF.
SECONDED: Commissioner Ackerman

Discussion:

Commissioner Moriarty

Superintendent Ibarra, in the paperwork it didn't mention what was happening to the old trucks. Are they being traded in?

Superintendent Ibarra

They will become back line units and maintained in the fleet.

Commissioner Moriarty

So the follow-up question would be the tracking software that we purchased, are they on those trucks and if not would we be putting them on these trucks?

Superintendent Ibarra

We could potentially move them but hopefully we will do a change order and add units to those.

Director Fauteux

We will have units in our entire snow fleet.

Commissioner Bergeron

Who moves the AVL, is it the vendor?

Superintendent Ibarra

Initially it was the outfit that was contracted. They went and showed our mechanics how to install them so we can move them around from vehicle to vehicle or even install additional units.

Commissioner Bergeron

So all of the trucks will have AVL?

Director Fauteux

Absolutely.

Commissioner Moriarty

The last time we talked about AVL I recall that they had not been installed in all of the trucks. Are we saying that as of today all of the trucks in the fleet have AVL?

Superintendent Ibarra

The installation has occurred, that's correct.

Commissioner Moriarty

So we are ready to go?

Superintendent Ibarra

We've had some technical difficulties but they are working on a buffering issue so hopefully we will iron that out. That's through the vendor.

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Commissioner Moriarty

Can we possibly get an update at the next meeting then?

Superintendent Ibarra

I can surely inquire.

Commissioner Bergeron

I saw that the trucks and newer vehicles are equipped with Bluetooth, are the staff able to sync their cell phone into the vehicles. The reason that I bring it up is unfortunately I have seen city vehicles with people talking on cell phones which is obviously illegal. Maybe we should put out a memo reminding people. I mean everyone is struggling with not picking up their phones but they certainly shouldn't be using them in city vehicles.

Director Fauteux

Please let me know if you do witness that. I have seen it myself and have discussed it with the employees and we will discipline for that because it is illegal to talk on the phone. The only people that are syncing their phones to vehicles would be employees who have dedicated vehicles such as the superintendents. Front line staff would not be synching their phones to vehicles.

Commissioner Bergeron

So a front line staff person, do they tend to drive the same vehicle every day?

Director Fauteux

Sometimes but not always.

MOTION CARRIED: Unanimously

C. **MOTION:** Commissioner Bergeron to approve the purchase of two, six-wheel dump truck up-fitting equipment packages from H.P. Fairfield, Pembroke, NH for the price of $71,856.50 each for a total purchase of $143,713. Funding will be through: Department: 161 Street Fund: Trust; Activity: CERF.
SECONDED: Commissioner Ackerman

Discussion:

Commissioner Bergeron

Is there an updated CERF plan?

Director Fauteux

We keep it updated. Treasurer Fredette and Carolyn O'Connor, our financial manager and also the CFO look at it with the superintendents at least once per year and sometimes twice per year as needed but it is updated regularly.

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Commissioner Bergeron

We delayed a couple of vehicles this year until the following year and I want to just be sure that it is reflected on there.

Director Fauteux

It is reflected.

Mayor Donchess

The escrows, at least as proposed, would put an additional $700,000 into the CERF account.

Commissioner Ackerman

Superintendent, my assumption is that these are replacing existing vehicles and those are going to go in the back line as well?

Superintendent Ibarra

This is the up-fit packages for the plows, the (inaudible), the controllers and the sanders.

Commissioner Ackerman

So this is to support motion B earlier?

Director Fauteux

That's correct.

MOTION CARRIED: Unanimously

D. **MOTION:** Commissioner Bergeron to approve the sole source vendor Perma-line of New England of Brockton, MA for various signs, replacement poles and proprietary items related to signs in addition to pavement paint and paint machine replacement parts in the amount of $25,000. Funding for this purchase is through Department: 161 Streets; Fund: General; Account Classification: 61 Supplies and Materials.
SECONDED: Commissioner Ackerman

Discussion:

Commissioner Moriarty

Superintendent Ibarra, I don't think we were presented with an invoice because it doesn't add up to $25,000.

Superintendent Ibarra

No, it was just the price list to give you an idea of what the signs and different materials cost. We've been dealing with them for years. They make our signs and they deliver them weekly.

MOTION CARRIED: Unanimously

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E. **MOTION:** Commissioner Bergeron to approve the purchase of one Trackless MT6 Articulated Tractor from H.P. Fairfield, Pembroke, NH price of $111,789 pursuant to the Town of Wolfeboro NH RFP #133073. Funding will be through Department: 161 Street; Fund: Trust; Activity: CERF.
SECONDED: Commissioner Ackerman

Discussion:

Commissioner Moriarty

I was just curious why the invoice in Wolfeboro was $145,000 and we are getting it for $11,789.

Superintendent Ibarra

They were getting other things for that tractor that we didn't need so we just put in for the blower and the rear spreader on the unit.

Commissioner Bergeron

How many tractors does this bring us up to?

Superintendent Ibarra

That would be eight.

Commissioner Bergeron

So we will still be using this tractor even though it is more in a back-up role.

Superintendent Ibarra

That's correct.

Commissioner Bergeron

Are we going to be looking at the sidewalk plan again before the snowfall hits?

Superintendent Ibarra

We can always look at expanding as we get more staff and another unit to put in the fleet. Right now we are doing 50 miles of sidewalks and we are pretty much taxed at that.

Director Fauteux

We are not going to expand but we can try to be a little bit more efficient.

Commissioner Bergeron

I was thinking that maybe we should give one of the old tractors to the school department.

Director Fauteux

They have two.

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Mayor Donchess

If the Board wants a presentation regarding what the snowplowing plan is, I am sure we would be glad to present that. Is it something you want to do?

Director Fauteux

I think it's a good refresher and we would be happy to do that.

Mayor Donchess

Okay, so we will set it up and we will invite the Board of Aldermen and go from there.

Street Department

A. **MOTION:** Commissioner Pappas to abolish one welder position and create an additional Mechanic I, 1st class position at the Street Department. Starting salary for this position is $26.78 per hour for a yearly salary of $55,702.40. Funding would be through: Department: 161 Street Department; Fund: General; Account Classification: 51-Salaries & Wages.
SECONDED: Commissioner Moriarty

MOTION CARRIED: Unanimously

Administration

A. **MOTION:** Commissioner Bergeron to accept the resignation of Patrick Meighan, Citizen Services Coordinator, as of August 26, 2016.
SECONDED: Commissioner Ackerman

Discussion:

Commissioner Moriarty

Mr. Mayor, is this a position that will be re-filled?

Mayor Donchess

Our intention is to fill it.

Director Fauteux

It's been posted already.

MOTION CARRIED: Unanimously

B. **MOTION:** Commissioner Bergeron to approve the contract with HKT Architects, Inc. of Somerville, MA in the amount of $144,509.25 for the programming and conceptual design of the Burke Street facility. Funding will be through Department: 129 Buildings; Fund: City Buildings Expendable Trust.
SECONDED: Commissioner Ackerman

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Discussion:

Commissioner Ackerman

Maybe Director Fauteux can expand upon how HKT Architects was brought into the picture. I was under the assumption that we were already doing quite a bit of dialogue with a third party. Was this the third party?

Director Fauteux

HKT was the party that we were working with. We had a committee that Commissioner Bergeron and Alderman Deane have been on and we've really been trying to define the scope of the project and come up with an estimate of what the project is going to cost. We really don't have enough information so this will allow HKT along with their engineer Hoyle, Tanner and also some other people that HKT will bring in will help us to better define the project and figure out what it will cost and also look at some cost savings that we might implement for the project. We want to bring to this Board and the Board of Aldermen an estimate of what this project will cost and what's needed to update the building so we can consolidate public works and perhaps the school department too.

Commissioner Ackerman

So prior to now, did we already allocate funds into dialogue with HKT or have they been doing everything up until now on a pro bono basis?

Director Fauteux

They have done a lot of work for us without being paid but more recently they did a little bit of needs assessment for us and we did pay them but if was a fairly small amount. This is just to expand that and get a sense of what needs to be done.

Commissioner Ackerman

We had a very good presentation from this group of architects. The deliverables that they are going to deliver at the end of the day, will that also include the actual architectural drawings?

Director Fauteux

That will be down the road. This will be more of a high level analysis so that we can get a better handle on what this project will cost. There are a lot more that the architects need to do down the road but this will at least give us a better sense of what we need and what the cost will be. The other thing I'd like to mention about Burke Street which is very important is that because of the magnitude of this project it will not be ready for the school department's need to move in as of this coming summer. They know that and the Mayor is working with them to try to find other alternatives. My hope is that hopefully the school department will be able to move into Burke Street but it won't be ready for this summer.

Commissioner Bergeron

John Vancor has also worked with the city as is Alderman Deane and the director and it's proven to be way more and certainly a project that we can't rush into. The costs are a lot more than what were presented and I believe this is the right way to go. They had a higher proposal and Mr. Vancor, Alderman Deane and the director did trim down the cost. At the end of the day it's definitely money well spent. We gone through many scenarios of what could be done in there but no consensus of what it should be at this point.

MOTION CARRIED: Unanimously

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C. **MOTION:** Commissioner Bergeron to approve Amendment #1, for project management support of the Burke Street Facility, with Hayner/Swanson, Inc. in the amount of $21,960. Funding will be through Department: 129 Buildings; Fund: City Buildings Expendable Trust.
SECONDED: Commissioner Ackerman

Discussion:

Director Fauteux

This is essentially to pay for John Vancor's involvement in the project.

MOTION CARRIED: Unanimously

Informational: Director's Report

Director Fauteux

We've installed the XD brick pattern, the same crosswalks that we had put on Manchester and Concord Streets. We have removed the old crosswalks now and the project is completed. We did a sewer main replacement on Tolles. The Amherst Street project continues. We are working on utility relocation now. This project may not be completed this year but we are trying. We had issues with the poles. Fairpoint put the poles in the wrong place so they had to reinstall them and now all of the lines are being moved to the correct location. Continental can't start the work until we remove the old poles. We do believe that we will at least be able to put a left turn on Charron Avenue. This is the 2016 Paving Program, we did some night paving on portions of D.W. Highway. This is India Independence Day which took place at Greeley Park on August 13th. The Silver Knights had their 3rd championship in three years. This is the construction at the Legacy Playground and we have a dedication planned for September 15th. We had 200 volunteers turn out to help build it and we will be the only ones with a carousel in the State of New Hampshire but that won't be in for the dedication. That will take another six weeks or so. The aquatic herbicide treatment was applied in July at the Mine Fall Park Mill Pond and that helps to control invasive species and has worked great. This is a hula hoop class and then this is a picture of the Nashua Farmer's Market which took place on July 31st. Some covered picnic tables were constructed by the Church of the Nazarene and were donated to the city and these tables are going to go to the Legacy Playground at Labine Park. This is our new mower that's been put into service and the Parks and Rec Department is experimenting with different mowing patterns. This is the SummerFun Wheels and Wings Event which took the place of Touch-a-Truck; 3,000 people came to the event. The Main Street Scarecrow Contest is coming up again and they will be displayed September 16th through the 23rd and Parks and Rec will be assisting. This is the Berkeley Street sidewalk repair. A mast arm was taken down and the superintendent did a great job mitigating that situation. This is a sidewalk repair on Canal Street. This is a mill and fill on Webster Street. This is a sink hole repair at Bowman and Nottingham. This is a street repair at 5 Plum Circle. All the school crosswalks are done in time to start on Tuesday. The mechanics have been very busy with mower and small equipment repairs. We have a household hazardous waste collection day Saturday, October 1st from 8:00 a.m. to noon at the street department. Just a reminder that the solid waste department will be closed on September 5th, to celebrate Labor Day so collections will be delayed by one day.

Commissioner's Comments

Commissioner Moriarty

Why did you decide not to wait on the dedication of the Legacy Playground until after we got the carousel?

Director Fauteux

Because we didn't want to wait to open the park because there is so much excitement about it. I mean we could wait but there is a lot of coordination involved; the Governor is coming.

Commissioner Ackerman

We did a great job with the Broad Street Parkway and Central Street still has the binder coat and there are some raised manhole covers. How is that punch list coming about and when do you think it will be completed?

Director Fauteux

That's coming up very soon.

Mr. Dookran

The final paving had to wait until Liberty Utilities repaired the street. Over the winter they found a leak with a major underground work that was done. Continental Paving noticed that the patch wasn't properly done so they asked that they go back and redo the patch. We expect within the next few weeks it will be done. Tonight you approved a change order for some fencing.

Commissioner Bergeron

With regard to the Broad Street Parkway, a lot of the trees along the parkway look very dry and obviously it has been a very brutal summer but the grass is very high and it doesn't look very well maintained. Who is responsible for maintaining that?

Director Fauteux

That's a good question and that really wasn't clearly defined. We are mowing it but we don't have time to mow it regularly so we are just mowing it three times per year. You are right; it should be mowed more frequently than that. We may need to hire someone but we need to budget for that.

Commissioner Bergeron

And as far as the trees that were put in, are they under warranty?

Director Fauteux

Yes, the trees are under warranty and will be replaced. Superintendent Caggiano is watching that very closely and he has already flagged several trees that need to be replaced. P&L Landscaping will be replacing all of the trees that have not made it.

Mayor Donchess

There have been a few questions about this recently and there is a general misunderstanding about what's out there. Some people are interpreting the green bags at the bottom of the trees to be a sign that they have not been planted. That is not the case; the green bags are part of the maintenance system for the lower portion of the tree and for water. Trees that have died that are going to be replaced have been separately designated.

Director Fauteux

They will probably plant them closer to the end of September, that's a better time to plant trees.

Commissioner Ackerman

Along the parkway as you are coming towards Broad Street on the right hand side, along the railroad tracks, there still is a messy situation with the railroad ties that were left there. Can we influence whoever owns that property to clean it up? It looks like New York City.

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Director Fauteux

I think that belongs to the railroad so it will be difficult but I think we can do something.

Commissioner Ackerman

Can we block their access to the railroad?

Commissioner Bergeron

With regard to Whipple Street, there have been a lot of trees cut out and it was the UPS property and they were within their right to cut those trees but it's made a dramatic difference. What is our plan for parking? That's going to become a problem going forward, isn't it?

Director Fauteux

Actually UPS has agreed to allow us to use the parking lot which will be a great advantage.

Commissioner Bergeron

Is it going to be paved shortly?

Director Fauteux

I don't know what their timeline is.

(Inaudible from a member of the audience)

Commissioner Bergeron

So the trees that have been cut so far, do we think that's all that's going to be cut so far?

Unidentified Speaker

I think so.

Commissioner Bergeron

I want to thank all of the staff. It's been a really hot summer and the crews have been out all over the place. It does appear that we are well on top of painting crosswalks and signs as compared to what we might have been in years past. With the Nashua Silver Knights winning the championship people couldn't believe the condition of the field that we get to play in so Holman Stadium was obviously looking very spiffy for everybody. On another note, Commissioner Ackerman did volunteer at Legacy Playground but he did not get in the paper with a shovel. Last Saturday, Commissioner Ackerman and I, with our Nashua Lion's Group, volunteered for the Mine Falls Park Trail Day and we had a good time. It was a very dedicated group and city staff was there and a lot of work got done and it was something that I would definitely do again in the future.

Commissioner Ackerman motioned to adjourn.

Commissioner Bergeron seconded the motion.

Meeting adjourned at 7:12 p.m.

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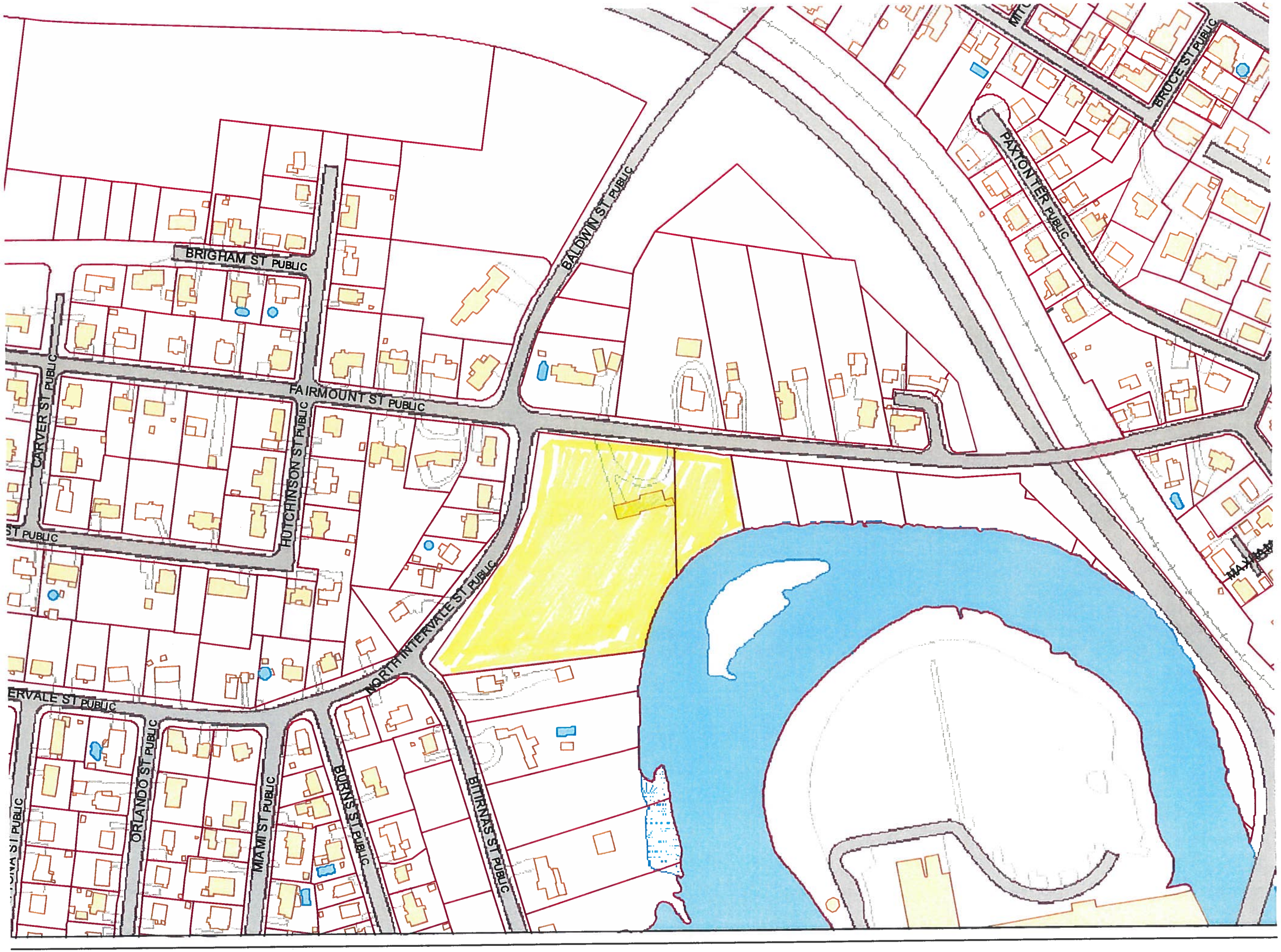
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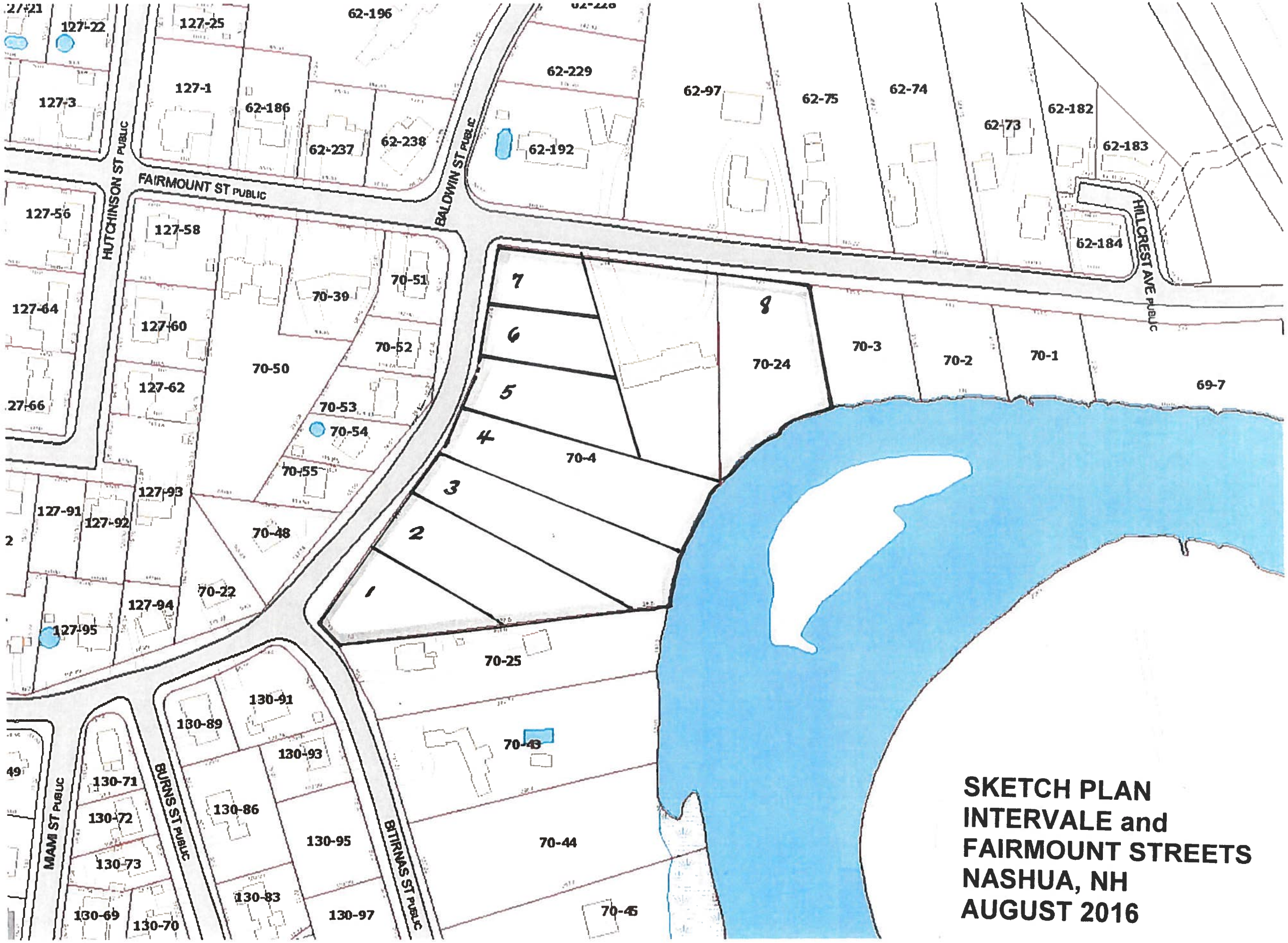
Nashua, NH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SKETCH PLAN
INTERVALE and
FAIRMOUNT STREETS
NASHUA, NH
AUGUST 2016

THE CITY OF NASHUA
Division of Public Works
Parks & Recreation Department

"The Gate City"

Board of Public Works Meeting of September 29, 2016
Parks & Recreation Department

Agenda

A. **Motion:** To approve the contract for design build services for the relocation of the current skateboard park with Artisan Skateparks of Kitty Hawk, North Carolina for the sum of $550,000. Funding will be through Department: 177 Parks and Recreation; Fund: Trust; Activity: David Deane Skateboard Park.
B. **Motion**: To authorize the City of Nashua to enter into a Temporary Skatepark Easement Agreement for the David W. Deane Skateboard Park with Residences at Riverfront Landing Limited Partnership.

100 Concord Street • Nashua, New Hampshire 03060 • Phone (603) 589-3370 • Fax (603) 589-3465

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: September 29, 2016

From: Nick Caggiano, Superintendent
Parks and Recreation Department

Re: Skateboard Park Design Build Contract Agreement.

A. Motion: To approve the contract for design build services for the relocation of the current skateboard park with Artisan Skateparks of Kitty Hawk, North Carolina for the sum of $550,000. Funding will be through Department: 177 Parks and Recreation; Fund: Trust; Activity: David Deane Skateboard Park.

Attachments: Proposal and statement of qualifications.

Discussion: The relocation of the skateboard park was approved by the Planning Board on September 8, 2016. The next phase of the project is to design and build the facility. The recommendation of the Division and the skateboard community is to enter into an agreement with Artisan Skateparks. This firm has over 25 years of experience in skateboard park design and construction throughout the United States as well as in the Caribbean and Europe. All of the crew members are active skateboarders.

The firm also has experience building parks in colder climates such as Massachusetts, Illinois and Sweden. The selection of this vendor as a sole source vendor is based on the firm's ability to design skate parks that appeal to skaters of all levels of ability as well as the artistic element that is involved in the design. The Division and skate board community both recommend entering into this agreement with the sole source vendor Artisan Skateparks of Kitty Hawk, North Carolina.

EXHIBIT B

PROPOSED SCOPE OF WORK AND CONTRACT FOR
Nashua, NH Skatepark

Artisan Skateparks has prepared this scope of work to summarize our design/build process and to aid in the clarification of project responsibilities. Accordingly, Artisan is providing the City of Nashua, NH (CLIENT) with this scope of work for Design/Build services for the design and construction of a poured in place custom concrete skate park facility. The proposed scope of work for this project shall include but not limited to the following:

PHASE I – Schematic Design

Objectives:

- Define scope of work, budget, schedule and overall project coordination.
- Review any existing studies, design concepts, existing data sources and any other applicable work done to date in regards to this project.
- Establish a working relationship with all team members.
- Provide final master plan concept for the skatepark facility.
- Provide preliminary estimate of probable construction cost for the skatepark facility.

I.a – Collect Project Information

- The design team will provide the client with a project design program to help compile all necessary information pertinent to this project. This form will assist the design team in the design and development of the master plan improvements.
- The Client shall provide the design team with a list of approved, required and/or prohibited construction products, materials, finishes and colors for this project.
- The Client shall provide the design team with all available existing and proposed project information as it relates to the master plan, this shall include but not be limited to the following items:
  a. Property lines and project boundaries
  b. Survey benchmark and basis of bearing
  c. Easements

Artisan Skateparks
4600 Tamarack Dr., Kitty Hawk, NC, 27949
Andy Duck (252)202-1333, Fax (252)261-1184
artisanskateparks.com

d. Topography
e. Site improvements
f. Utility locations
g. Vegetation

- The Client shall provide the design team with the proposed construction budget and any in-kind or local costs for materials to be included in the estimate of probable construction costs.
- The Client shall provide the design team with a list of all agencies required to review and approve the construction document package.
- The Client shall provide the design team with any specific details, title blocks, specifications and/or document formatting requirements.

I.b – Project Kick Off Meeting

- The Client and Design Team shall verify and revise the project design program, discuss the project schedule and set up any future meeting dates.

I.c – Design Trip and Public Meetings

- Site Visit: The Client and the Artisan will visit the project site and discuss the master plan and any impacts on the existing site.

I.d – Skate Park Conceptual Designs

- Based on the information obtained from the site visit and input from the skatepark design committee, the design team will prepare a maximum of two conceptual Skate park designs for both the Skatepark that illustrates the overall layout and fit within the proposed site and budget.
- The conceptual designs will be provided in both plan and 3 dimensional views and will be presented for review and to narrow the focus for a Final Skate Park Design. The final design will be made available for final input via social media and email.

I.e – Final Skate Park Design/Master Plan

- The design team will prepare one final master plan based on the private and public design meetings, for the Skatepark facility.
- The master plan shall show the final Skate park design, proposed master plan improvements and their relationships to the existing site in general detail.

I.f – Preliminary Estimate of Probable Construction Cost

- At this time the design team will consult with the client to include any in-kind donations and or discounts available to the project, i.e. Community Support Plan.
- The design team shall provide the Client with an estimate of probable construction cost for the proposed Skate Park facilities and master plan improvements.

PHASE II – Construction Documents (90%-100% Submittal)

Objectives:

- Upon Client approval, the design team shall finalize the construction documents in technical detail.
- The design team will submit 90% construction documents package to the appropriate agencies for review, revisions and approval.
- The design team will present the client with 100% construction document package for construction purposes.

II.a – Skate Park Design Development Meeting (phone conference)

- If necessary, the Client and design team will discuss the review comments for the 90% construction document package and the actions needed to address the comments.
- Upon conclusion of the phone conference, the client will provide a written notice to proceed.

II.b – 90% Construction Drawings

- The design team will provide 90% Construction Drawings.
- Typically in addition to the review comments the following steps are required to finalize the 90% construction drawings.

a. Cover Sheet: General project information and notes.
b. Site Plan: An overall plan showing the proposed master plan improvements plus any existing features requiring additional consideration.
c. 3 Dimensional Graphic: A three dimensional view of the overall Skate Park Master Plan with terrain callouts and detail references.
d. Surface Grading & Drainage Plan: All necessary spot elevations, flow arrows, drain locations and swales needed to convey finish elevations and direction of flow. Additionally finish grade contours will be shown around the Skate park depicting proposed grading needed to tie the intended Skate park into the existing grade.
e. Subsurface Drainage Plan: All necessary elevations, slopes, lengths, pumps, drains and outfall locations needed for the proposed drainage system.
f. Concrete Plan: Type, location, finish and color of all of the concrete.
g. Coping Plan: Type, location, finish and color of all coping and metal components.
h. Cross Sections: Multiple dimensioned vertical sections cutting through all terrain elements within the Skate park.
m. Details: Standard and custom construction detailing for all master plan improvements, including but not limited to perimeter sidewalk and parking lot.

II.c – 100% Construction Documents Meeting (phone conference)

- The Client and lead designer will discuss the review comments for the 90% construction document package and the actions needed to address the comments.
- Upon conclusion of the phone conference, the client will provide a written notice to proceed.

II.d – 100% Construction Documents

- Upon receipt of notice to proceed, final review comments will be addressed and final construction document package prepared.
- Upon completion of the final construction document package the following shall be delivered to the client:
    1. Reproducible scans of the construction drawings in PDF format.
    2. Statement of probable construction costs in PDF format.

PHASE III – Turnkey Construction Services

Objectives:

- To construct the proposed Skatepark per plan, on time and within budget, while maintaining world class qualitative standards.

Pre-Construction Meeting

- The Lead Designer and Construction PM will meet with Client and any other necessary team members to review and go over the design intent, construction documents and or specifications.

Construction

a. Mobilization
b. Site layout and necessary surveying, this will establish project limits and erosion control measures.
c. Grading will begin, to the survey layout.
d. Installation of all shotcrete.
e. Installation of all flatwork.

1. The construction process will be managed daily and the schedule will be reviewed weekly by the Project Manager, ensuring the City is appraised of all stages of construction.

Project Completion

- The design team will provide the Client with written notice that all tasks within the scope of work have been completed.
- Final Project Completion Worksheet will be completed and submitted for final payment.

Project Fees

Fees for the Services detailed in the proposed scope of work are outlined below. Reimbursable expenses are included in the fee below.

Project Cost	Fee Amount
Lump sum not to exceed amount of	$550,000

Potential In-Kind Services

These services are potential and will or can be negotiated throughout the project:

Earthwork (import, compaction, stormwater drainage, and rough grading)
Irrigation (trenching)
Gravel Subbase
Material Donations (lumber, screws, concrete, rebar, steel, sand, stone)
Mobilization Expenses (housing, temporary storage container, dumpster services, portable restrooms)

Our team is the leading name in the industry when it comes to integrating in-kind donations and discounted materials/labor. We have completed numerous parks with what we call "Community Support". This plan enables us to integrate in-kind donations, materials, labor, etc into the construction, which then reduces the overall construction fee to our clients. We have worked with numerous communities aiding them during the construction process and helping them get more skate-able square footage for their dollar. The value of any in-kind services, materials or labor shall be a credit to the City in the final invoice.

ARTISAN SKATEPARKS RESPONSIBILITIES

a. Cooperation: Artisan Skateparks will cooperate with the Owner during the life of the Project. Artisan Skateparks will also take all reasonably necessary precautions to protect the Work of Owner and other contractors from damage that may be caused by Artisan Skateparks's Work.
b. Payment of Employees, Subcontractors, and Suppliers. Artisan Skateparks agrees to pay its employees, Subcontractors, and suppliers for all labor, services, and materials supplied in connection with the Project. Artisan Skateparks will indemnify and hold Owner harmless from any claims made by Artisan Skateparks's employees, subcontractors, and suppliers, providing Artisan Skateparks has been paid for the Work that is the subject of the Claim.
c. Progress Reports: Upon request by the Owner, Artisan Skateparks will supply reports on the progress of the Work and status of materials or equipment for use on the Project.
d. Safety: Artisan Skateparks will comply with all safety laws, regulations, and/or ordinances applicable to the Project that are set forth by any governmental agency with jurisdiction over the Project. Artisan Skateparks will maintain a safe workplace at all times and will immediately report any injuries or safety problems to Owner.
e. Clean up: Artisan Skateparks will maintain a clean work site and will keep the premises free from accumulated waste.
f. Warranty: Artisan Skateparks warrants that the materials supplied and the equipment furnished will be of good quality and new unless otherwise specified or permitted by the Artisan Skateparks. Artisan Skateparks warrants that the Work will be free from defects not inherent in the quality of the Work.

Project Assumptions
The following assumptions shall apply to the proposed scope of work and submitted fees:

- All CAD files will be generated with AutoCAD 2007.
- All drawings will be reviewed and stamped by necessary discipline retained by client. Artisan Skateparks has not retained a Surveyor, Geo-technical Engineer, Civil Engineer or Structural Engineer for this project.

Artisan Skateparks
4600 Tamarack Dr., Kitty Hawk, NC, 27949
Andy Duck (252)202-1333, Fax (252)261-1184
artisanskateparks.com

- Cost of any fencing, lighting, electrical or other amenities is not included in the fee above.

Contract Provisions

1. The compensation due Artisan Skateparks for the work to be performed hereunder shall be set forth in Fees and Expenses above. The parties understand and agree that all work not specifically delineated within the scope of work described herein shall be billed on a time and materials basis, and shall be in addition to any budget, bid, or maximum price agreement for the above described scope of work.
2. All fees, commissions, product charges and expenses billed shall be due within 30 days of City approval of the billing. Artisan Skateparks will invoice for 10% at the completion and acceptance of the Final Design Concept by the Client. Artisan Skateparks will invoice 10% at the completion and acceptance of the Construction Documents. Artisan Skateparks will provide Monthly pay applications during construction process. Pay applications will accurately depict the progress of Artisan Skateparks's Work outlined in the Schedule of Values (to be drafted at the completion of the Design Phase.
3.
4. Should the project be published in a book, magazine, newspaper, or publication for public circulation, or if a job sign is erected, Artisan Skateparks should be listed as the Skate Park Designer and Contractor (as applicable). In addition, this contract represents non-exclusive approval by the Client for publication of the project by Artisan Skateparks.

5. The client shall be permitted to retain copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project.

6. Notwithstanding any provision herein to the contrary which requires safekeeping of documents or obligates Artisan Skateparks to safe keep or provide documents to Client, Artisan Skateparks shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce such documents by reason of the casualty, destruction or loss of documents held by Artisan Skateparks unless such casualty, destruction or loss shall be the result of the intentional and wrongful act or the gross negligence of Artisan Skateparks.
7. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions thereof.
8. This agreement shall be binding upon and inure to the benefit of the parties and their assigns and successors in interest.
9. This agreement supersedes all prior agreements of the parties and shall not be amended except by written agreement signed by each party.

Artisan Skateparks
4600 Tamarack Dr., Kitty Hawk, NC, 27949
Andy Duck (252)202-1333, Fax (252)261-1184
artisanskateparks.com

EXHIBIT B

Client: City of Nashua, NH	Artisan Skateparks
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____Date	_____Date

Artisan Skateparks
4600 Tamarack Dr., Kitty Hawk, NC, 27949
Andy Duck (252)202-1333, Fax (252)261-1184
artisanskateparks.com

STATEMENT OF QUALIFICATIONS

Skatepark Design/Build Services

ARTISAN SKATEPARKS
4600 Tamarack Dr. • Kitty Hawk, NC 27949
252-202-1333 • 252-480-1693 fax
artisanandy@charter.net

Thank you for considering Artisan Skatepark's Statement of Qualifications for your future skatepark.

Artisan Skateparks is a skater owned and operated company that combines passion, experience, and expertise, to create high quality concrete skateboard parks. As the skateboarding industry grows, so does demand for safe and innovative skatespots and skateparks. Artisan Skateparks strives to deliver world-class skateparks that appeal to a wide variety of skateboarders.

Collaborating with some of the best Skatepark Designer Consultants and, most importantly, the local skaters, Artisan Skateparks seeks to fulfill the end users' "dreams" in creating long-lasting, innovative, and challenging terrain for future generations of skateboarders. It is our desire to foster a stewardship program with local skaters, beginning with the skatepark design.

Artisan Skateparks strives to create high quality skateparks, on time, and on-budget. Thank you again for considering our statement of qualifications. I am personally available to answer any questions throughout the process for your future skatepark. Feel free to contact me via cell (252-202-1333) or via e-mail (artisanandy@charter.net).

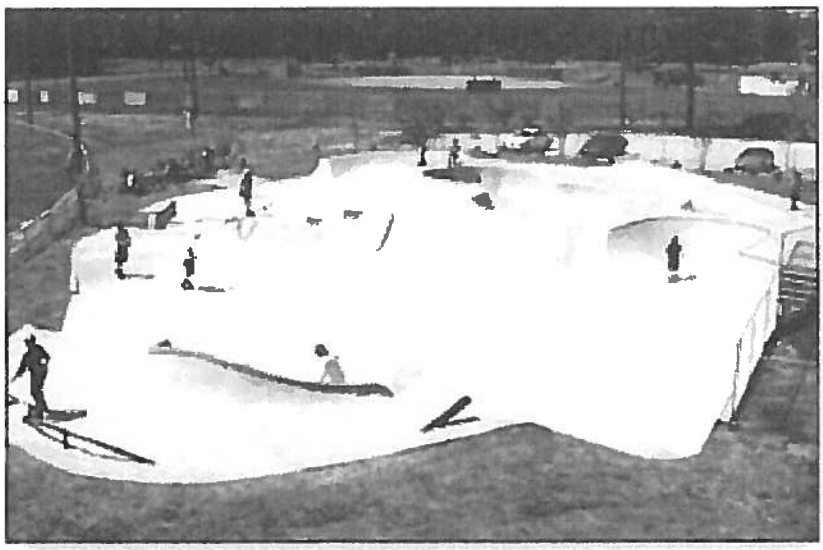
Sincerely,

Andy Duck
President,
Artisan Skateparks

Artisan Skateparks

Carolina Beach

Before



After

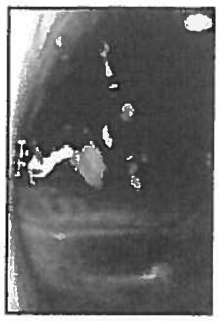
About Us

Artisan Skateparks is a collaboration of over 25 years of combined custom skatepark construction and design. All crewmembers are active skateboarders with a firm desire to remain on the leading edge of quality custom concrete skatepark construction techniques. Each and every crew member is skilled in all areas pertaining to custom concrete skatepark construction, including site layout, excavation and grading, elevations, form structure and reinforcement, metal fabrication, shotcrete placement and finishing, and concrete pump operations.

Professional Design/Build Skatepark Contractors

Andy Duck – President, Business Management, Project Management, Client Relations, On-Site Team Leader. Nearly 20 years experience in Business Management. Specializing in administrative efforts to keep budgets and deadlines adhered to. In depth knowledge of construction techniques and applications relevant to skatepark projects.

Mark Gwaltney – Project Management, On-site Team Leader, Shot-crete Foreman. Worked on concrete skatepark construction projects all over the country and abroad. Extensive knowledge of skatepark construction techniques, both in form work and in shot-crete application and finishing.



Bart Kramlik – Project Management, On-Site Team Leader, Technical Director. In depth background in skatepark construction, specializing in concrete placement and finishing. Extensive background in metal fabrication and on site "engineering". Came to Artisan from NC DOT as a certified underwater bridge inspector and structural repair specialist.

Services

Quality custom concrete skateparks are unique structures where a certain level of expertise is required for proper execution. It is often assumed that any experienced contractor using good construction techniques can construct a good skatepark. Unfortunately, this is not true. Due to the nature of these skatepark components, experienced quality skatepark builders should be sought out to complete these types of "specialty projects". From design, function, type of materials, placement, and construction, only skatepark specialists should be used to create a park that the community will get the most use and enjoyment of.

Design/Build – Contracting a professional Design/Build Skatepark Builder is the best, time proven method for completing a successful skatepark. Here are some reasons why Design/Build is the preferred method:

a. **Responsibility Consolidation** – By having a single entity responsible for managing the skatepark project, all issues needing resolution are handled more efficiently and with a greater understanding of the process.
b. **Efficiency of Construction** – A direct path from design to implementation allows for a more streamlined approach to construction elements and "in the field" decisions.
c. **Cost Reductions** – The smaller number of parties involved in the project lead to lower overhead costs.
d. **Increased Quality** – Having all responsibility rest on the Design/Build Contractor, there is an inherent commitment to superior quality.

Artisan Skateparks is available for Design/Build construction of both municipal and private skateboard parks and backyard projects, including "Swimming Bowls".

Qualifications/Relevant Experience

1. **Hooked Compound** – Backyard Kidney Shaped "Swimming Bowl", Coastal North Carolina
2. **Green Skate Lab** – Volunteer 5200 sq. ft. Custom Concrete Skatepark Flow-Bowl, Washington, D.C.
3. **Boogie's Egg** – Backyard Egg Shaped "Swimming Bowl", Coastal North Carolina
4. **Island Revolution Skatepark** – 4800 sq. ft. Custom Concrete Skatepark, Corolla, NC
5. **Gee's Guitar** – Backyard Acoustic Guitar Shaped "Swimming Bowl", Charleston, South Carolina
6. **Peter's Kidney** – Backyard Kidney Shaped "Swimming Bowl", Coastal North Carolina
7. **Duck Village Outfitters** – Custom Concrete Bowl Corner behind popular Skateshop.
8. **Mike Chapelle Skatepark** - ~8000 sq. ft. Custom Concrete Skatepark, Carolina Beach
9. **Baker Bowl** – Backyard Amoeaba Shaped "Swimming Bowl", Rocky Mount, NC
10. **Manteo Skatepark** – 3400 sq. ft. Custom Concrete Street Course, Manteo, NC

Specific References are available on request.

Affiliated Projects

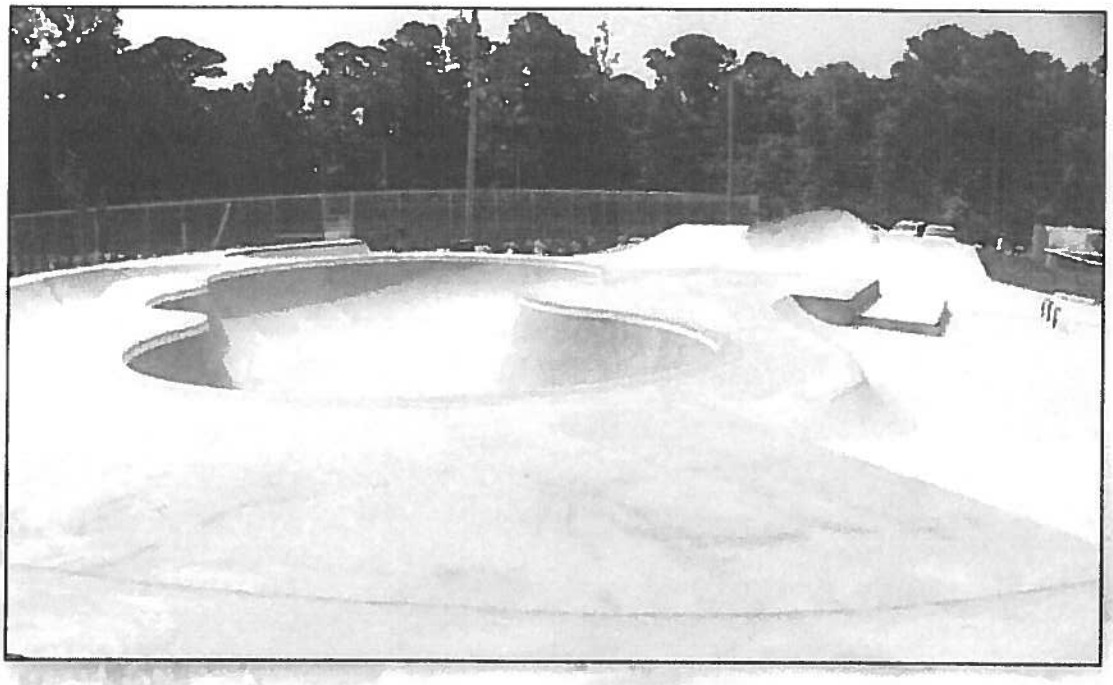
Our crew members have worked on various projects all over the Country and abroad. These experiences led us to form our own company and begin formally constructing projects. These projects include:

1. **Lexington Park Skatepark** – 8,000 sq. ft. Park, Lexington Park, MD
2. **Black Pearl Skatepark** – 52,000 sq. ft. Skatepark, Caimen Islands
3. **Nags Head YMCA** – 7,500 sq. ft. Skatepark, Nags Head, NC
4. **Davenport, Iowa** – 15,000 sq. ft. Skatepark, Davenport, IO
5. **Maple Skatepark** – 5,200 sq. ft. Skatepark, Maple, NC
6. **Telluride, CO** – 8,100 sq. ft. Skatepark
7. **Ridgeway, CO** – 10,000 sq. ft. Skatepark
8. **Bowie, MD** – 8,000 sq. ft. Skatepark
9. **Pepperell, MA** – 3,000 sq. ft. Skatepark
10. **Greensburg, PA** – 8,000 sq. ft. Skatepark

Artisan Skateparks

MIKE CHAPELLE SKATEPARK

Town of Carolina Beach, NC



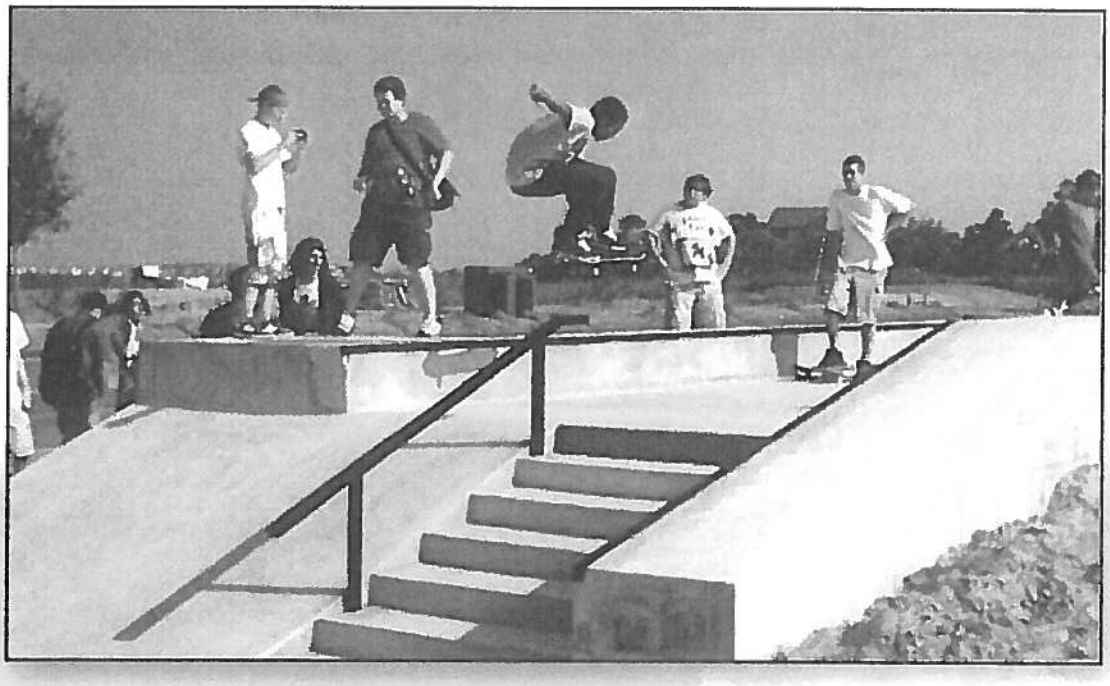
8000 sq. ft. Design/Build
Completed July 2007
Project Budget: $200,000 plus
In-kind donations and construction.

Contact: Ted Lashley
Parks & Recreation Director
Town of Carolina Beach
Carolina Beach, NC 28428
1-910-458-7416 (Office)

Artisan Skateparks

MANTEO SKATEPARK

Manteo, NC



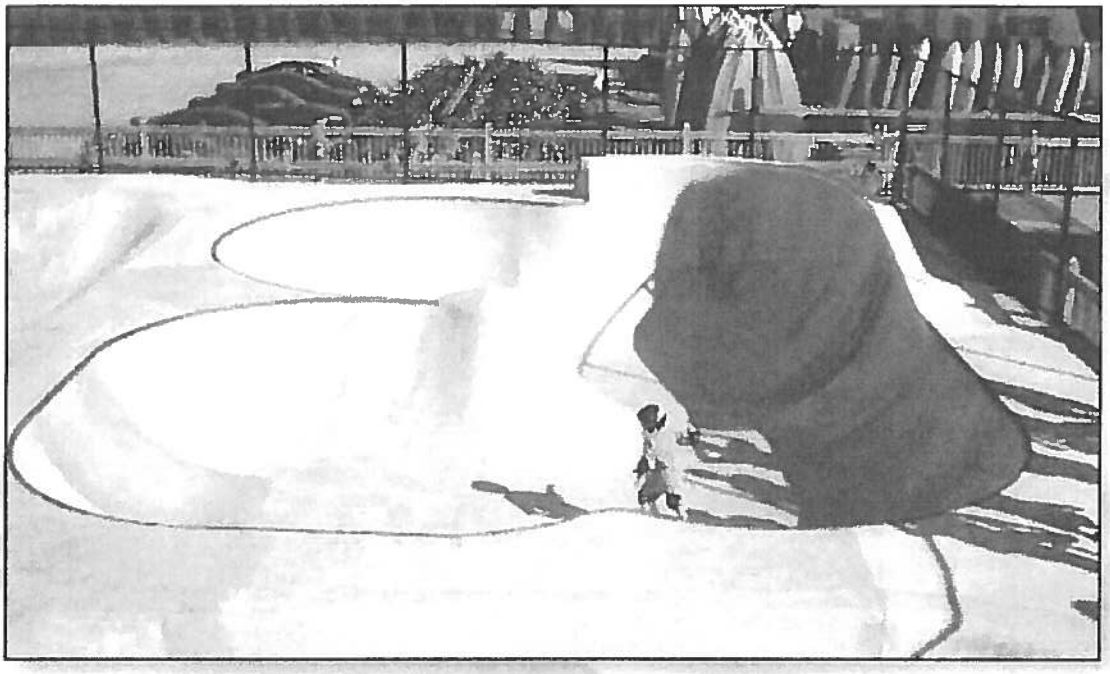
3400 sq. ft. Street Park
Design/Build
Completed September 2007
Project Budget: $50,000 plus
In-kind donations and construction.

Contact: Cliff Ogburn
Parks & Recreation Director
Town of Manteo
Manteo, NC 27954
1-252-475-5910 (Office)

Artisan Skateparks

ISLAND REVOLUTION SKATEPARK

Corolla, NC



5,000 sq. ft. Design/Build
Design/Build
Completed August 2005
Project Budget: $135,000.

Contact: Marc Corbett
General Contractor
Manteo, NC 27954
1-252-202-3765 (cell)

Artisan Skateparks

TESTIMONIAL

Carolina Beach, NC

The Town of Carolina Beach completed our Skate Park Project in July 2007 and is very pleased with the results.

Andy Duck and Artisan Skateparks did an outstanding job for us. Not only did we get our monies worth but they went the extra mile and added to the project to insure we had a showcase product that we could be proud of.

The reaction from the skaters is very positive and they are all impressed with the many variations of features that the guys included in the project.

I would highly recommend Andy and his crew to any one seeking a high quality park that will fit your budget and be sure to please the vast majority of skaters from beginner to expert.

Ted Lashley
Parks & Recreation Director
Town of Carolina Beach
Carolina Beach, NC 28428
1-910-458-7416 (Office)
1-910-458-2997 (Fax)

Artisan Skateparks

TESTIMONIAL

Dare County, NC

COUNTY OF DARE

Department of Parks and Recreation
ROANOKE ISLAND/MAINLAND DIVISION
LIONS CLUB CENTER AT WESCOTT PARK

P.O. Box 1000
Manteo, NC 27954

(252) 475-5910
fax (252) 475-2909
rec@[illegible]

October 23, 2007

To Whom It May Concern;

I would like to express my extreme satisfaction with our recently constructed skate board park. Andy Duck with Artisan Concrete, and his team, produced a facility that skaters on Roanoke Island are very excited about.

Andy worked very well with all the many different personalities involved with the project. As with many new recreational opportunities there are those that meet them with resistance. Andy handled himself very professionally when dealing with town and county officials as well as members of the public that would stop on site to voice their opinions. Never once did I hear anything negative during the construction process.

Andy completed the project ahead of schedule and on budget. It is very obvious that Andy cares more about the end product and user response than he does about getting it done and getting on to the next job. He constructed our facility from a skater's standpoint and made suggestions to improve the design that while obvious to skaters, escaped the thinking of town and county staff.

He still makes himself available when we have questions or concerns about how to handle the issues that often arise with these types of facilities and through his help we have been able to minimize potential problems.

I look forward to hopefully working with Andy and Artisan Concrete on future projects.

Respectfully,

Cliff Ogburn

Cliff Ogburn
Director

NORTHERN BEACH DIVISION
DARE COUNTY FAMILY RECREATION PARK
[illegible] Duncan Street • Kill Devil Hills, NC 27948
(252) 473-5120 • fax (252) 480-0179
[illegible]

HATTERAS ISLAND DIVISION
THE FESSENDEN CENTER
[illegible] 27920
(252) [illegible] • fax (252) [illegible]
[illegible]

LAND OF BEGINNINGS

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: September 29, 2016

From: Nick Caggiano, Superintendent
Parks and Recreation Department

Re: Temporary Skatepark Easement Agreement

B. Motion: To authorize the City of Nashua to enter into a Temporary Skatepark Easement Agreement for the David W. Deane Skateboard Park with Residences at Riverfront Landing Limited Partnership.

Attachments: Agreement

Discussion:

Return to:
Prunier & Prolman, P.A.
Account No. 026

TEMPORARY SKATEPARK EASEMENT AGREEMENT

This Temporary Skatepark Easement Agreement (this "Agreement") is made this ____ day of _____, 2016, by and between **Residences at Riverfront Landing Limited Partnership**, a New Hampshire limited partnership with an address of 100 Galen Street, Watertown, Massachusetts 02473 (the "Grantor"), and the **City of Nashua**, a municipal corporation with an address of 229 Main Street, Nashua, New Hampshire 03060 (the "Grantee"),

RECITALS:

WHEREAS, Grantor owns the real property located at Bridge Street, Nashua, County of Hillsborough and State of New Hampshire, and shown as **Lot 50** (the "Property") as shown on a plan entitled "Consolidation/Subdivision Plan (Map 40, Lots 34 & 48) 62 & 70 Bridge Street, Nashua, NH," Prepared For: Renaissance at Nashua, LLC; Record Owner: City of Nashua, prepared by Hayner/Swanson, Inc., and recorded at the Hillsborough County Registry of Deeds as Plan No. _____ (the "Subdivision Plan"). Reference is also made to the plan entitled "Tax Map 40, Lots 34, 50 & 51, Site Plan – Phase 1, Residences at Riverfront Landing, 62 & 70 Bridge Street, Nashua, New Hampshire," Owned by City of Nashua, Applicant: Renaissance Downtowns at Nashua, LLC, dated October 8, 2015, prepared by MSC, a division of TF Moran, Inc., and filed with the City of Nashua as NR ____ (the "Site Plan")(collectively, the "Plans"); and

WHEREAS, Grantor intends to imminently commence building the Residences at Riverfront Landing project in accordance with the Plans; and

WHEREAS, Grantee desires to enter upon a portion of the Property to continue to use, maintain, and operate the existing David W. Deane Skateboard Park ("Skatepark") for a limited period of time; and

WHEREAS, that portion of the Property Grantee wishes to enter is outlined and highlighted on the Site Plan as further described in **Exhibit A** and as further described in Section 1 below (the "Easement Area"); and

WHEREAS, Grantee has requested, and Grantor has agreed to grant this Temporary Skatepark Easement on the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

AGREEMENT:

1. Grant of Easement. Grantor hereby grants to Grantee temporary rights, privileges and easements for Grantee's use, maintenance, and operation of the David W. Deane Skateboard Park. In addition to the real property described in Exhibit A, the Easement Area shall include the parking area and walkway to the immediate west of the Skatepark.

2. Use. Grantee shall have full and free use of the Easement Area for the public purposes stated herein and shall have all rights and privileges reasonably necessary to the enjoyment and exercise of such rights, including the right of reasonable access to and from the Easement Area. Grantee will not erect any structure, fence, sign, or other permanent or temporary obstruction upon the Easement Area without the written permission of Grantor, which permission shall not be unreasonably withheld. Grantee shall maintain the Skatepark, all existing fencing and the Easement Area in good, clean condition and repair throughout the Term of this Agreement.

3. Term. This Agreement and any right of Grantee, the Grantee's agents, employees, representatives, contractors, and the public to use or access the Easement Area shall terminate at the earlier of the opening of a new skatepark within the City of Nashua or July 1, 2017. Immediately following the expiration of the Term of this Agreement, Grantor intends to remove all fencing, raze the Skatepark, and build out the Property in accordance with the Plans.

4. No Interference with Grantee's Use of the Skatepark. At no time during the term of this Agreement shall Grantor materially hinder or obstruct Grantee's access or use of the Skatepark. Further, at no time during the term of this Agreement will Grantee's sign ("David W. Deane Skatepark") be altered or moved from its current location within the Easement Area by Grantor; nor will its visibility be materially impaired by Grantor.

5. No Interference with Grantor's Business Operations. Grantee's operation and maintenance of the Skatepark shall not interfere with Grantor's business operations on the Property during the term of this Agreement.

6. Indemnification. Notwithstanding the liability protection provided by N.H. R.S.A. 507-B:11, the Grantee agrees to protect, indemnify, defend, and save Grantor harmless from and against all claims, demands, loses, liabilities, and causes of action of every kind and character in any way resulting from the acts or omissions of the Grantee, the Grantee's agent, employees, representatives, contractors, or public use of the Easement Area. If such property damage, personal injury or loss results from the joint negligence or willful misconduct of Grantor and Grantee, Grantee's duty of indemnification and defense shall be in proportion to its allocable share of such joint negligence or willful misconduct.

7. No Warranty of Title. This Temporary Skatepark Easement Agreement is made by Grantor and accepted by the Grantee without warranty of title by Grantor, either express or implied.

8. No Trespass or Inverse Condemnation. The Temporary Skatepark Easement granted hereunder shall not be deemed a trespass or inverse condemnation of the Property and will not impair Grantor's right to make claim against the Grantee for damages sustained or arising out of the use of the Temporary Skatepark Easement, if any, in accordance with the terms contained herein.

9. Assignment. This Agreement will not be assignable by the Grantee in whole or in part.

10. Notice To Parties. Should notice be given, notice may be given by personal delivery, nationally recognized overnight express mail or deposited in the mail, registered or certified, postage and charges prepaid, and address to the party for whom intended at the address specified below, or at such other address as such party may have substituted therefore by notice in the manner set forth above.

If to Grantor:

Residences at Riverfront Landing Limited Partnership
Attention: Bob Simonds
100 Galen Street
Watertown, MA 02472
Email: rcs@smcmgtco.com

With a copy to:

Martin J. Baroff, Esq.
Baroff & Craven, PA
740 Chestnut Street
Manchester, NH 03104
Email: mbaroff@bclawnh.com

If to Grantee:

City of Nashua
DPW Administration
Attention: Lisa Fauteux
9 Riverside Street
Nashua, NH 03060
Email: FauteuxL@nashuanh.gov

With copies to:

Office of the Mayor
Mayor Jim Donchess
229 Main Street
Nashua, NH 03060
Email: donchessj@nashuanh.gov

Office of Corporate Counsel
Celia K. Leonard, Esq.
229 Main Street
Nashua, NH 03060
Email: leonardc@nashuanh.gov

11. Authority. Each party represents and warrants to the other that it is duly authorized to execute this Agreement. This Agreement was authorized by R-16-___ as passed by the City of Nashua Board of Aldermen on _____, 2016.

12. Binding Agreement. This Agreement will be binding upon and inure to the benefit of all parties' successors and assigns in title.

13. Counterparts. This Agreement may be executed in as many counterparts as may be required by the parties. It shall not be necessary that the signatures on behalf of the parties hereto appear on each counterpart hereof, and it shall be sufficient that the signatures on behalf of the parties hereto appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

No Real Estate Transfer Tax is due pursuant to NH RSA 78-B:2, I.

[Remainder of Page Intentionally Left Blank.
Signatures Appear on the Following Page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:
Residences at Riverfront Landing
Limited Partnership

_____
By:
Its:
Duly Authorized

GRANTEE
City of Nashua

_____
James W. Donchess, Mayor
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this_____day of _____, 2016, personally appeared, before me, _____, personally known to me (or satisfactorily proven) to be the individual whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

_____
Justice of the Peace/Notary Public
Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On this_____day of _____, 2016, personally appeared, before me, James W. Donchess, Mayor of the City of Nashua, personally known to me (or satisfactorily proven) to be the individual whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

_____
Justice of the Peace/Notary Public
Commission Expires:

RESOLUTION **R-16-069**

Authorizing the City of Nashua to enter into a Temporary Skatepark Easement Agreement for the David W. Deane Skateboard Park

IN THE BOARD OF ALDERMEN

1ST READING _____

Referred to:

_____

_____

_____

2nd Reading _____

3rd Reading _____

4th Reading _____

Other Action _____

Passed _____

Indefinitely Postponed _____

Defeated _____

Attest: _____
City Clerk

_____
President

Approved _____
Mayor's Signature

_____
Date

Endorsed by

_____

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Vetoed: _____

Veto Sustained: _____

Veto Overridden: _____

Attest: _____
City Clerk

_____
President

THE CITY OF NASHUA

Division of Public Works

Solid Waste Department

"The Gate City"

Special Board of Public Works Meeting of September 29, 2016

Solid Waste Department

Agenda

A. **Motion:** To approve the hiring of Mr. Michael Burnham of Nashua, NH to the position of Scale Operator, Solid Waste Department. Starting yearly salary for this position will be $37,776. Funding will be through: Department: 168 Solid Waste; Fund: Solid Waste; Account Classification: 51 Salaries & Wages.

840 West Hollis Street • Nashua, New Hampshire 03062 • Phone (603) 589-3410 • Fax (603) 589-3448

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: September 29, 2016

From: Jeff Lafleur, Superintendent
Solid Waste Department

RE: To approve the hiring of Michael Burnham of Nashua, NH to the position of Scale Operator, Solid Waste Department

A. Motion: To approve the hiring of Mr. Michael Burnham of Nashua, NH to the position of Scale Operator, Solid Waste Department. Starting yearly salary for this position will be $37,776. Funding will be through: Department: 168 Solid Waste; Fund: Solid Waste; Account Classification: 51 Salaries & Wages.

Attachments: Application

Discussion: The Solid Waste Department advertised internally and there were no internal candidates. The job was posted externally and two candidates were interviewed by Scott Perkins, Street Operation Supervisor (former Scale Operator), Kevin Naro, Solid Waste Foreman, and Jeff Lafleur, Superintendent of Solid Waste. Mr. Burnham has an extensive cash handling and customer service background and has a NH Weighmaster License. It is the recommendation of the interview team to hire Mr. Burnham for this position.

Mr. Michael Burnham

Nashua, NH 03063

Contents:

1. Online Application
2. Attachment: Cover Letter
3. Attachment: Resume

Prepared for: Diane Thibodeau
City of Nashua
Sep 15, 2016 9:02 AM

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City of Nashua Online Application

Burnham, Michael - AppNo: 10768 Date Submitted: 9/3/2016

Personal Data

Name:	Mr.	Michael		Burnham
	(Title)	(First)	(Middle Initial)	(Last)

Other name(s) under which transcripts, certificates, and former applications may be listed:

Other:				
	(Title)	(First)	(Middle Initial)	(Last)

Email Address:

Postal Address

Permanent Address		**Present Address**
Number & Street:		Number & Street:
Apt. Number:		Apt. Number:
City:	Nashua	City:
State/Province:	NH	State/Province:
Zip/Postal Code:	03063	Zip/Postal Code:
Country:	United States of America	Country:
Daytime Phone:		Phone Number:
Home/Cell Phone:		

Employment Desired

Open Vacancy Desired:

		Date Last Submitted	Experience in Similar Positions
JobID: 532	**Administrative/Clerical Support:** Scale Operator at Solid Waste Department	9/3/2016	2 years
JobID: 517	**Skilled Craft:** Collection System Operator at Wastewater Treatment Plant (WWTP)	9/3/2016	1 year

Position Desired:

	Experience in Similar Positions
Administrative/Clerical Support	
1. Licensed Scale Operator	2 years
Skilled Craft	
1. Collection System Operator	1 year

Position Desired

Experience

Please list ALL relevant work experience beginning with the most recent.
Please note that typing 'see resume' will not be accepted.

Experience Continued

Current or Most Recent Position		Employer Contact Information		Supervisor/Reference Contact Information	
NH Fishercats Northeast Delta Dental PA Stadium Announcer		1 Line Drive Manchester, NH 03101 6036412005		Sean Hladick 6036412005 shladick@nhfishercats.com	
Date From - Date To:	04/2013 - 10/2015	**Full or Part Time:**	Part	**Last Annual Salary:**	$50 per game
Reason for Leaving:	Seasonal Employment				
May we contact this employer?	Yes				
Responsibilities/ Accomplishments at this Position	PA announcer for all FisherCats Home games Narrate game events, provide statistics and make announcements from a neutral viewpoint. Provide information to spectators including emergencies, policies/procedures, and general event updates				

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
Nashua Community College Admissions Representative		505 Amherst Street Nashua, NH 03063 603.578.8900		Lizbeth Gonzalez 603.578.8900 lgonzalez@ccsnh.edu	
Date From - Date To:	05/2008 - 06/2016	**Full or Part Time:**	Full	**Last Annual Salary:**	$40,000
Reason for Leaving:	Finished my Bachelor's Degree and looking to begin a career				
May we contact this employer?	No				
Responsibilities/ Accomplishments at this Position	College Recruiting Campus Tours Student Advising Community Outreach				

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
State of NH Liquor Commission Clerk		25 Coliseum Avenue Nashua, NH 03063 603.882.4670		Richard Theriault 603.882.4670	
Date From - Date To:	05/2011 - 07/2014	**Full or Part Time:**	Part	**Last Annual Salary:**	$12 per hour
Reason for Leaving:	Focus on completition of Bachelor's Degree				
May we contact this employer?	Yes				
Responsibilities/ Accomplishments at this Position	Floor Sales Inventory Control Customer Service				

Experience Continued

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
Costco Wholesale Club Front End Assistant		311 Daniel Webster Highway Nashua, NH 03060 603.888.3640		Jon Carrilo 603.888.3640	
Date From - Date To:	09/2009 - 05/2011	**Full or Part Time:**	Part	**Last Annual Salary:**	$13 per hour
Reason for Leaving:	Focus on completition of Bachelor's Degree				
May we contact this employer?	Yes				
Responsibilities/ Accomplishments at this Position					

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
City of Nashua Solid Waste Department Sanitation Engineer		840 West Hollis Street Nashua, NH 03062 603.589.3410		Matt Leblanc - Foreman 603.589.3410	
Date From - Date To:	05/2005 - 09/2007	**Full or Part Time:**	Full	**Last Annual Salary:**	$13 per hour
Reason for Leaving:	Summer Temporary Employment				
May we contact this employer?	Yes				
Responsibilities/ Accomplishments at this Position	Sorting of Recyclable Resources Collection of Solid Waste Materials				

Previous Position Held		Employer Contact Information		Supervisor/Reference Contact Information	
Nashua School Department Substitute Teacher		141 Ledge Street Nashua, NH 03060 603.966.1000		Denise Barnett 603.966.1059	
Date From - Date To:	09/2004 - 01/2008	**Full or Part Time:**	Sub	**Last Annual Salary:**	
Reason for Leaving:	Full time position accepted at NCC				
May we contact this employer?	Yes				
Responsibilities/ Accomplishments at this Position					

Education

Please tell us about your educational background beginning with the most recent.

High School Attended: Nashua High School
Graduation Status: H.S. Diploma

Highest Degree Attained: BA/BS/etc.

Colleges, Universities and Technical Schools Attended:

Name and location	Major area of study	Minor area of study	Degree	Graduated
NH - Southern New Hampshire University	Business Administration		Bachelors	Yes

Statement

Tip: Use your word processor to copy and paste in your answers. Copy your answers from the word processor and then hit CTRL+V for PC or OpenApple+V for Mac to paste.

1. Please explain how your past personal and professional experience make you a quality candidate for the position for which you are applying.

I am a recent college graduate with a bachelor of science degree in business administration seeking employment in a growing company and community. I am seeking a position in which to utilize excellent interpersonal communication skills and determination for success. I believe the City of Nashua has just what I need to help push myself to give my full efforts to help ensure a healthy and safe community for my fellow citizens while providing exceptional customer service to those I interact with on a daily basis. The contacts I have made within the City of Nashua over the years, from working here and volunteering in the community, have helped me greatly to become well aware of how crucial it is to ensure the health and safety of our community while making effective communication a top priority. Though this position could be viewed as challenge to some, I accept that challenge with a positive mindset and confidence needed to prove that I am a candidate looking to take on a challenge and not only achieve it, but rather take it to the next level. From my many years of using using my public communication skills and handling of cash/valuables, I feel as though I am best qualified to apply for this position and feel as though I will successfully help the Solid Waste Department with my skills to continue its top notch customer service philosophy. I am not looking for just a job, but rather a CAREER with the city of Nashua, as it has given me so much experience as I was a laborer for the Solid Waste Department during my years of attaining my college Degree and I look at fulfilling my dream of giving back to the city that has done so much to help attain my educational goals! I am not one to ever hesitate to take on extra hours, stay late or pick up a shift due to the needs of the department in order to help my fellow colleagues to continue to perform to the best of their abilities while serving the citizens of Nashua.

Professional References

	Reference 1 of 3	Reference 2 of 3
Name:	Matt Leblanc	Nicole Burke
Employer:	City of Nashua	Salem High School
Current Position:	Solid Waste Department Foreman	Director of Guidance
Home Phone:		
Cell Phone:		
Work Phone:	603.589.3410	
Mailing Address:		
Email:		
Relationship to Candidate:	Former Supervisor	Former Co-worker when worked at Nashua High North
Years Known:	12	8

Professional References cont.

	Reference 3 of 3	
Name:	Nate Mazerolle	
Employer:	Nashua High School South	
Current Position:	English Teacher	
Home Phone:		
Cell Phone:		
Work Phone:	603.589.4311	
Mailing Address:		
Email:	mazerollen@nashua.edu	
Relationship to Candidate:	Former teacher/colleague	
Years Known:	14	

Referrals

How did you hear about employment with us?

Current Employee

Additional Information

List any additional information which will help in determining your professional qualifications for a position.

I have attained my State of NH Weigh master License per the Division of Weights and Measures, Department of Agriculture, Markets and Foods 2016.

Disclosures

Contract Status

* Are you currently under contract? No

If Yes, which employer?

If Yes, when does it expire?

When may your present employer be contacted?

Professional Status

* Have you ever failed to be rehired, been asked to resign a position, resigned to avoid termination, or terminated from employment? No

If Yes, explain:

* Can you perform all the essential job function(s) of the position(s) for which you are applying, with or without reasonable accommodation? Yes

Disclosures continued

List any accommodations:

Legal Information

Please note: Applicants are not obligated to disclose sealed or expunged records of conviction or arrest.

* Are you eligible to work in the United States? Yes

* Have you ever been convicted of a criminal offense other than a minor traffic violation? No

If yes, explain, giving dates:

Please Note: A conviction will not necessarily bar you from employment. Facts, such as date of occurrence and rehabilitation will be considered. This information will be used only for job-related purposes and only to the extent permitted by applicable law.

Equal Opportunity Employer

City of Nashua is an Equal Opportunity Employer. City of Nashua ensures equal employment opportunities regardless of race, creed, gender, color, national origin, religion, age, sexual orientation or disability. City of Nashua has a policy of active recruitment of qualified minority teachers and non-certified employees. Any individual needing assistance in making application for any opening should contact the Department of Human Resources.

Applicant's Acknowledgment and Agreement

By checking the box below, candidate authorizes the City of Nashua to conduct an investigation of candidate to determine whether candidate has been convicted of any criminal or drug offenses as set forth in such statute, and, upon request, agrees to execute an investigation authorization form as a condition for candidate's employment. Candidate may not be employed unless such investigations have been initiated.

I certify that the information given by me in this application is true in all respects, and I agree that if the information given is found to be false in any way, it shall be considered sufficient cause for denial of employment or discharge. I authorize the use of any information in the application to verify my statement, and I authorize past employers, all references and any other person to answer all questions asked concerning my ability, character, reputation, and previous employment record. I release all such persons from any liability or damages on account of having furnished such information.

X	Signed: **Michael T. Burnham** **Stamped: 6/21/2016 10:38:11 AM; 73.249.225.96, 69.65.0.247; Applicant - #10768 - Michael Burnham;**

☒ I agree

Resume

THE CITY OF NASHUA

Division of Public Works

Engineering Department

"The Gate City"

Board of Public Works Meeting of September 29, 2016
Engineering Department

Agenda

A. **Motion:** To approve Change Order No. 1 for the 2016 Sewer Replacement Project to Park Construction Corporation of Fitzwilliam, NH in an amount of $419,325. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Activities: Sewer Rehab and Sewer Structures and Department: 160 – Admin/Engineering; Fund: Trust; Activity: Paving.

9 Riverside Street • Nashua, New Hampshire 03062 • Phone (603) 589-3120 • Fax (603) 589-3169

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: September 29, 2016

From: Stephen Dookran, P.E., City Engineer
Engineering Department

Re: 2016 Sewer Replacement Project
Change Order No. 1

A. Motion: To approve Change Order No. 1 for the 2016 Sewer Replacement Project to Park Construction Corporation of Fitzwilliam, NH in an amount of $419,325.00. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Activities: Sewer Rehab and Sewer Structures and Department: 160 – Admin/Engineering; Fund: Trust; Activity: Paving.

Discussion: The 2016 Sewer Replacement Project includes replacing or lining approximately 2,360 feet of sewer mains and associated work and construction is ongoing.

This change order is to address recently identified sewer failure problems in Gillis Street and Chestnut Street. In Gillis Street, point and segment repairs are needed in the 12 inch concrete and tile sewers that are about 9 to 15 feet deep. In Chestnut Street, south of Lake St, recent sewer inspection has identified about 1,050 feet of 10 inch and 12 inch sewer that requires lining. In addition, this length of Chestnut Street south of Lake Street will be reclaimed under this change order. The reclamation will address the many patches from recent utility cuts. Paving funding is contingent upon approval of R-16-066, a resolution establishing an expendable trust fund for the donations for paving, by the Board of Aldermen.

An additional 45 calendar days have been added to the contract to allow for completion of this work.

The 2016 Sewer Replacement project was awarded in the amount of $1,058,975. With Change Order No. 1, the contract value increases to $1,478,300.

CHANGE ORDER

No. 1

PROJECT: 2016 Sewer Replacement Program

OWNER'S CONTRACT NO: IFB0779-031016

EXECUTED CONTRACT DATE: April 25, 2016

DATE OF ISSUANCE: September 22, 2016 EFFECTIVE DATE: **Upon City Approval**

OWNER: City of Nashua, NH

OWNER's Purchase Order NO.: 126116

CONTRACTOR: Park Construction

ENGINEER: DPW Engineering

You are directed to make the following changes in the Contract Documents:

Description:

In Gillis Street, replacement of sewer main pipe from the sewer manhole at Copp St to 50' west, from the sewer manhole at 5 Gillis St to 25 feet east and from the sewer manhole at 25 Gillis St to Arlington St is required.

Sewer main lining and full width reclamation and Paving on Chestnut St south of Kinsley St.

Justification:

Identified sewer failure problems in Gillis Street and Chestnut Street required repair. This work is necessary in order to address existing sinkholes, deteriorated, and collapsed sewer pipes.

Summary

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $1,058,975.00	Original Contract Times Substantial completion: October 29, 2016 Ready for final payment: November 18, 2016
Net changes from previous Change Orders $0.00	Net change from previous Change Orders None.
Contract Price prior to this Change Order $1,058,975.00	Contract Times prior to this Change Order Substantial completion: October 29, 2016 Ready for final payment: November 18, 2016
Net Increase ~~(decrease)~~ of this Change Order $419,325.00	Net Increase ~~(decrease)~~ of this Change Order 45 calendar days
Contract Price with all approved Change Orders $1,478,300.00	Contract Times with all approved Change Orders Substantial completion: December 13, 2016 Ready for final payment: December 23, 2016

RECOMMENDED:	ACCEPTED:	APPROVED:
By: _____ DPW Engineering Engineer (Authorized Signature) Date: _____	By: _____ Name Contractor (Authorized Signature) Date: _____	By: _____ Mayor Jim Donchess Owner (Authorized Signature) Date: _____

City of Nashua, New Hampshire
Division of Public Works
2016 Sewer Project
CHANGE ORDER NO. 1

Item No.	Quantity	Units	Item Description	Unit Price	Total Price
			CHESTNUT STREET ITEMS		
1k	420	LF	12" CIPP Lining (depth to top of pipe is 12' to 13')	$152.00	$63,840.00
1k(1)	650	LF	10" CIPP Lining (average depth to top of pipe is 13' with deepest at 16' and shallowest at 5')	$138.00	$89,700.00
3b	11	EA	Adjust Sewer Frame and Cover or CB Frame and Grate	$400.00	$4,400.00
3c	2	EA	Replace 24" CB Frame and Grate	$400.00	$800.00
3d	4	EA	Replace 30" Sewer Frame and Cover	$450.00	$1,800.00
5a	3,900	LB	Calcium Chloride	$0.50	$1,950.00
6b(1)	3,900	SY	Fine Grading (Roadway Gravels Prior to Base Paving)	$2.00	$7,800.00
6c	445	Ton	Binder (Base) Course Material - Hot Bit. Pavement	$82.00	$36,490.00
6d	280	Ton	Top Course Material - Hot Bituminous Pavement	$95.00	$26,600.00
6f(1)	3,900	SY	12" Reclaim in Place	$4.00	$15,600.00
6i	350	LF	Remove and Reset Granite Curbing	$18.00	$6,300.00
6k	250	SY	Remove and Replace 4" P.C. Concrete Sidewalk	$52.00	$13,000.00
6k(1)	40	SY	Remove and Replace 6" P.C. Concrete Driveway	$58.00	$2,320.00
6m	20	Ton	Hot Bituminous Pavement Hand Method	$150.00	$3,000.00
6n	10	EA	Detectable Warning at Wheelchair Ramp	$450.00	$4,500.00
7a	1	LS	Mobilization	$16,000.00	$16,000.00
8b	1	Allowance	Flagmen	$10,000.00	$10,000.00
8c	1	U	Maintenance of Traffic	$6,000.00	$6,000.00
			GILLIS STREET ITEMS		
21	1	LS	Sewer Rehab at 11 Gillis St	$33,000.00	$33,000.00

City of Nashua, New Hampshire
Division of Public Works
2016 Sewer Project
CHANGE ORDER NO. 1

Item No.	Quantity	Units	Item Description	Unit Price	Total Price
22	1	LS	Sewer Rehab at 5 Gillis St	$23,000.00	$23,000.00
23	1	LS	Sewer Rehab at 25 Arlington St on Gillis St	$53,225.00	$53,225.00

TOTAL BID PRICE FIGURES $419,325.00

TOTAL BID PRICE WORDS - BASE BID

Four Hundred Nineteen Thousand Three Hundred Twenty Five Dollars and Zero Cents

Contractor: Park Construction Corp.

Authorized Signature: Mark L. Norby

Date: 9/7/16

Address: Fitzwilliam, NH

Phone: 603-585-6577

Fax: 603-585-7717

Email Address: mnorby@parkne.com