

JOINT SPECIAL SCHOOL BUILDING COMMITTEE

**THURSDAY, JANUARY 23, 2020
NASHUA HIGH SCHOOL NORTH, LECTURE HALL
7:00 PM**

AGENDA

COMMITTEE MEMBERS: Ald. Dowd, Ald. Harriott-Gathright, Ald. Klee, Ald. Lu, Ald. Wilshire,
Ms. Bishop, Ms. Brown, Ms. Giglio, Mr. Guarino, Ms. Raymond.

CALL TO ORDER

PRAYER

PLEDGE OF ALLEGIANCE – Mr. Guarino

ROLL CALL

ELECTION OF A JSSBC CHAIRMAN FOR THE 2020-2022

ELECTION OF A VICE CHAIRMAN

PREVIOUS MEETING MINUTES APPROVAL – *November 21, 2019*

REMARKS BY CHAIRMAN

REMARKS BY SCHOOL ADMINISTRATION (if requested)

ITEMS FOR DISCUSSION AND APPROVAL OF INVOICES

1. Architect's Report - Harriman
2. Construction Manager's Report - Harvey
3. Invoice Approval
 - a. RPF Environmental #1994611, \$12,115.00
4. Contract Approval – Hayner-Swanson
 - a. Hayner-Swanson, Change Order #2, \$16,300.00
5. Budget Overview

COMMENTS BY MEMBERS OF THE PUBLIC

COMMENTS BY COMMITTEE MEMBERS

NON-PUBLIC SESSION, IF NEEDED

ADJOURNMENT

Upcoming meeting:

Thursday, February 20, 2020

**JOINT SPECIAL SCHOOL BUILDING COMMITTEE
THURSDAY, NOVEMBER 21, 2019
MAIN DUNSTABLE ELEMENTARY SCHOOL MEDIA CENTER**

A meeting of the JSSBC was held at Main Dunstable School on **Thursday, November 21, 2019**. Alderman Dowd called the meeting to order at **7:00 p.m.** Mr. Smith read the prayer, and Alderwoman Wilshire led the Pledge of Allegiance.

Present: Alderman Dowd, Alderwoman Wilshire, Alderman Jette, Alderwoman Klee, Ms. Oden, Ms. Porter

Also Present: Ms. Fitzpatrick, Mr. Smith, Mr. Lee, Mr. Bisson

This meeting and Presentation can be watched in its entirety at: <http://nashua.ezstream.com>. Handouts, Presentations & referenced materials can be accessed on the Minutes Page in "Attachments" link

PREVIOUS MEETING MINUTES APPROVAL

Alderwoman Klee moved to waive the reading of the JSSBC minutes of **Thursday, November 7, 2019**, accept them and place them on file. **So voted.**

REMARKS BY CHAIRMAN

Alderman Dowd

This evening we'll be paying some invoices, then remarks by school administration if they have any, and then we'll have the comments from the public portion during the meeting portion of the JSSBC. When we adjourn this meeting, we'll have Harriman here to answer any questions that you may have. The comments session of our regular meeting, is for comments only. But Harriman is here after the meeting you answer your questions.

REMARKS BY SCHOOL ADMINISTRATION

None

COMMITTEE REPORTS

None

ARCHITECT'S REPORT (UPDATE)

Mr. Lee

Since our last meeting, we have met with the smaller steering committee to receive some of the input received from the public information night. And we started to look at some of the questions we were asked, and compile a list of those frequently asked questions. We've also been going through some of the questions the Board has brought forward, and where there may be concerns. *Provided update status of some of the raised concerns*

We went back to look at the process we've gone through in terms of public meetings, and stakeholder and public engagements that we've had. And going back to March of this year, we've had 8 meetings with this committee not counting tonight; we've had a BOE meeting; 2 public information meetings; several engagements with staff at each school, as well as with Athletics, SPED, CTE, UA, and recently with the Middle School Steering Committee. We also provided staff surveys, and received over 200 responses from staff. That's one of the highest response rates we've ever had with our educational planning surveys. So we're very, very pleased with the staff's interest in the designing of the schools. We also had our City Planning Code Enforcement Public Safety meeting, and we've had about 12 weekly meetings with smaller steering group, as well. So in taking inventory, we've actually had a pretty comprehensive effort in the time since we began in earnest back in March.

Moving forward we're going to continue involving as many people as we can. Again we remind everyone that this is still a concept design and doesn't mean things are cast in stone. It means that we've gotten to a point where we can reasonably understand the size and the logistics of placing a building on the site in the 3 different schemes where those program spaces are going to go. And we look forward this continued effort, as we move to refine those and adjust them as we get more and more input. And so with that Alderman Dowd, I'll turn it back over to you.

Alderman Dowd

Thank you.

APPROVAL OF INVOICES

**ALDERWOMAN WILSHIRE MOVED TO APPROVE THE FOLLOWING INVOICES:
TO HARRIMAN A&E IN THE AMOUNT OF \$8,096.72; AND TO HAYNOR SWANSON IN
THE AMOUNT OF \$18,497.76, FOR A TOTAL OF \$26,594.48.**

SO VOTED

PUBLIC COMMENTS

Howard Coffman, 379 Amherst Street, BOE Member

I'd just like to point out that feasibility studies are intended to look at all circumstances. They're supposed to be extremely comprehensive, looking at alternatives, contingencies and everything else. One of the biggest concerns I have is that this committee has not secured a right of way or easement to the building lot. There is a private owner that owns the land that this project proposes to use to get into that property. And the city doesn't own it or have a contract in hand, and yet are ready to commit \$118 million into a project they can't even drive into. If this feasibility plan were complete it would include a redistricting plan. You need to redistrict the school district, which is not easy to do. And that's not even considered in this plan. There's no enrollment data, which happens to be required by law. There's no HR impact plan. So we don't have a staffing plan for these new buildings. There's no transportation plan. How will all the kids get divided amongst the 3 schools? There's been two informational sessions, but not a public hearing. There are two very good, detailed assessments relevant to road work at PMS, and none for the new proposed building. There's no technology plan. The school district itself is lacking on a technology plan, and there's no effort on the part of this committee to ensure that one gets developed for the new building. The SPED plan for the new building only addresses grades 6-8. It fails to address K-12. There's no school district operating budget impact statement. There's no city-wide demographic data included in this plan. So just based on these things, I feel the feasibility study is woefully incomplete. I want to thank the architects tonight for back filling the information on the square footage. Thank you.

Paula Johnson, 15 Westborn Drive

I'm newly elected to the BOE, and I want to thank everyone who voted for me. Last October I asked questions at the JSSBC meeting. I pulled the meeting minutes, and I don't see any answers back in any of the other meetings. I asked, were the residents of Cherrywood and the surrounding areas notified of this? Were they able to see any type of plans? Usually the abutters don't get to see anything until it gets to the Planning Board. But you don't know about it until after the fact. And I think that's very unfair. Where have these people been consulted? My question has been, and I spoke to my Alderman Jette about traffic studies. What are the bus routes going to be as they're coming downtown? Because we have major traffic on W. Hollis Street and running the red light. As this city is growing, we do not do any planning to grow with the city. I just talked to Ms. Oden and Ms. Porter regarding SPED. This thing is a nightmare about SPED. We're talking about the middle school, but what are doing with K-5 and 9-12? Are we going to bring them all back for the middle of their lives, and then outsource them again? We need to talk about this now, because later never comes and it becomes a nightmare, that we're going to spend \$118 million on schools and we're not going to have a plan in place... especially for SPED.

So, I had asked about all that, about budgeting, about bonding, what's going to happen with the SPED kids with the grades. And in the minutes that I've seen after, I don't see anything. And Mr. Coffman asked basically the same questions I'm going to be asking when I get on the Board. I mean, we can't put the cart before the horse, and that seems to be what we're doing. Enrollment is down, so how many kids are we building for? And again, there's been no real public hearing for these abutters to ask all their questions... what's going to happen in their neighborhood and how much traffic is it going to cause? And I don't think anything should go forward until these abutters and everyone in the city happens to know exactly what that plan is all about. Because this is a lot of bonding. I believe there's a meeting on December 2nd and they're going to be talking about the bond at that Budget Committee, which is a public meeting. And I guarantee they're going to vote to float that bond that night. And once that bond starts going through, a lot of questions aren't going to be asked and answered. Now's the time to do it, before the bond goes and before this becomes a nightmare. Thank you.

Doris Hohensee, 15 Swart Terrace, BOE Member

This process has been very difficult; we don't get answers on the Board. Just to give you an idea of how disconnected the Board was this entire process for the past year and a half, I'm going to read from the minutes of our Special Board meeting held 20 minutes before the last JSSBC meeting, where they approved this process. This is Ms. Raymond, President of our Board, right before we voted on the motion: "I just want to be clear tonight, that this motion is not binding us to build a new middle school." Okay? That was the conversation that we had that night. So 20 minutes later, your Board comes together and she turns around and says, "We had a lot of discussion, and we're all in." And you voted unanimously for this project. There's a big disconnect here. We on the Board have not gotten answers to our questions, let alone the parents who don't have all the information we have.

I do have a question. Was another lot considered for building the new middle school? There was no consideration of any other piece of land, other than that landlocked 20 acres that has no easement and will require the city to put in a roadway? I have estimates put out on that, and heard it will cost \$1.4 million to put a road in, and that's without culverts or sidewalks, to have children come into the school. So why are we putting in another \$1.4 million, when across the street we have 3 city owned lots totaling 60 acres that have total frontage? It seemed like the decision was made before we, the players had a voice. And I just want to be clear tonight that this motion is not binding for us to build a new middle school. That's the understanding the BOE had when we approved this project. Thank you.

Kristen Ford, 101 Cherrywood Drive

My property abuts this piece of land. I want to thank Howard Coffman, Paula Johnson and Doris Hohensee because I echo everything you said. Alderman Dowd, I mentioned this to you... and for the rest of the committee, I moved into this house at the end of April this year and knew nothing about this project. Was it my responsibility to find out? My realtor? I have no idea. I surveyed all of my neighbors, and literally nobody knew what was going on and many of them are the original owners. So it was very disturbing to me when I found out about in the *Telegraph*. But none of the abutters were contacted. It's as if our opinions or anything we feel about this, doesn't matter. Alderman Dowd I'm going to be sending you, the entire JSSBC, the Mayor and the BOE a petition with over 200 signatures. I do understand that there are some people in our neighborhood that are in favor of it, and I get it. I'm not against building a new school, but I want it done the right way and I do still have a lot of concerns, being an abutter. And so do my neighbors. I've had a lot of conversations, and we're going to just keep pressing on. Thank you for your time.

Cam McGurk, 71 Charlotte Street.

I'm a long, long time employee of the NSD. I'm currently the Head Speech Pathologist in the district and I work with students at PMS and the Intensive Needs population at FMS. And in my 51.5 years in the school district, I've been through renovations in every one of the 11 buildings I've worked in. We are a department of 27 Speech Language Pathologists (SLP), and my comments are directly to the architects. I answered the survey and put in writing my concerns that your concept design for the SLP offices are based on a very outdated concept, that there's one SLP per building working with one student at a time in a small, windowless office. I know I'll never get a window, and I'm not concerned about that. But before a new building is built, you must update your concept of SPED, specifically SLP. We have 17 schools and there are 28 of us, so obviously more than one school has multiple people working in it.

At FMS there are four SPL currently working with different types of student groups. Four of us, working out of whatever space we can find. I hear that this new school will have a wonderful SPED wing. But you have to update your concept about how many people are in each profession. The concept for the PMS moves me from the closet I now work to a sliver of a current classroom. And it's not only a SLP office, it's a pathway through to the OT and PT setting behind it. Who designs an office that is also a corridor through to something else? And at FMS, the concept is actually moving us back to another sliver of a space that certainly 4 of us will not be able to work out of. If you go forward with the concept that does not consider that multiple SLP's, multiple OT and PT therapists work out of that environment, and you design spaces for one of those professionals, the building will be out of date the minute we move into it. And so I ask you to look at the surveys, look at my written testimony. I'm happy to speak to anybody. There's never going to be enough space for everything we want, but it would be nice if there was consideration that you need to update your concept of how those clinical services work. Thank you.

COMMENTS BY COMMITTEE MEMBERS**Alderman Jette**

I just want to acknowledge that I count almost 40 people here from the public. I want to thank you all for coming and expressing your opinions. We appreciate your input. Thank you.

Alderman Dowd

The architects are here, so you can ask questions and get answers here tonight. If we can't answer it tonight, we'll have answers available on the Q&A section on the school website. The one thing I ask that we don't discuss tonight is the access road. That has been in negotiation for months, and Corporation Counsel says that any discussion is not in the best interest of the city. And so we will not be discussing the particulars of that. But I will tell you that every penny for the access road is already in the bond. Any other questions, the architects will try their best to answer.

Also, a lot of concerns that were brought up tonight like redistricting, are all factors of the BOE and not the JSSBC. I've already had a meeting the Transportation Director, Mr. Donovan and Ms. Fitzpatrick. And if the redistricting is done geographically, they'll be very little impact if any, of the bussing. *Pointed to map with particulars* If you go to the GIS portion of the City's Website, it will show you where all the 3 middle school's students come from. But the bussing, redistricting, etc. is all a factor of work that has to be done by the BOE. And we have a few years before we have a new school opened, or PMS modified. The next phase which we would be started once the bond is approved, is the detailed design. And a lot of the things that have been brought up will be discussed during that phase. And all the groups that have had inputs up to now, will have access as we go through that design phase. So we're not putting shovels in the ground tomorrow. So there's a whole process to follow, and we're following that process as we speak. So, do I hear a motion?

Alderwoman Klee moved to adjourn. **So voted at 7:42 p.m.**

Submitted by Jacki Waters

PUBLIC QUESTION AND ANSWER SESSION WITH HARRIMAN A & E**Alderman Dowd**

Does anybody have a question for the architect?

Resident, 6 Medallion Court

What is the buffer that you are going to leave for Medallion Court?

Mr. Lee

The buffer for both Cherrywood and Medallion, we looked at maintain a wooded buffer along both of those areas. We'll publish where the actual setback is from the property line, but we're leaving a wooded buffer from both Medallion and Cherrywood to the building. And even the way we positioned the building, we tried to keep the more active edge of the building and its operations, further from the property on those 2 sides. So evening functions, the gym, the main entrance and the gathering spaces are all in the central edge of the site, to try and make the quieter edge of the site the one that abut the neighboring areas. We're trying to be very mindful to leave wooded buffers so there's a separation from the functions going on at the school site, to the neighborhoods.

Alderman Dowd

There's no intent to have any access to the school from Medallion. And there's a significant buffer between the school and Cherrywood.

Resident, 6 Medallion Court

Is the emergency entrance going to be secure, or it is an open entrance?

Mr. Lee

So that is a detail where we could look at both options. For flexibility, we could put in a gate where you could decide if you want to allow access or not. So that's an option in the design and a policy decision on your part. But this is only intended for emergency vehicles to get access on there. It's prudently designed to make sure that if something were to happen to the main entrance, that there is an option to get into the site to access the school, for safety.

Alderman Dowd

It's sort of a requirement for all of our schools these days, that you have two accesses. And how it's designed will rely on input from the Police and Fire Departments, because they're the ones that will be using it. So it will not be open for any other traffic, other than emergency.

Resident, 6 Medallion Court

Is there any wall or any noise prevention for people living nearby?

Alderman Dowd

The trees... if you have 100 feet of trees that are as thick as the ones that are down there, that's all the barrier that you need. The intent with the tree buffer, is that you won't hear anything from the schools.

Resident, 6 Medallion Court

It's not just kids coming to the classes, it's also sports and the school activities after school.

Alderman Dowd

At this time, as far as the JSSBC is concerned, there is no lighting for any evening events on any of the fields. If the BOE wants to change that, that will be up to them once we turn the building over to them.

Mr. Lee

What we try to do is put those fields in that further area that is buffered by the adjacent parcel. So the playfields are further separated from the houses.

Resident, 6 Medallion Court

I'm not opposing building a new school and giving the best education to the kids. But we have to do it right with all the feasible studies, and also making sure the neighbors are also happy. Thank you.

Aldermen Jette

While people are thinking about what questions they might want to ask, I want to point out that it's unfortunate that we don't have the presentation to put on some screen here. But people can go to the school department website at www.nashua.edu and there is a middle school tab there with everything the architects have prepared. It includes their drawings, their reports, the site plans, and everything they've presented. That can help make it a lot clearer for you, than just hearing about it.

Mr. Lee

Please, after this is done we can share any information that we have on those boards, and you can get a closer look and then ask questions on those.

Alderman Dowd

There is a question on traffic on W. Hollis Street. There is a new DPW garage being considered at the landfill, they did a traffic study for W. Hollis Street, which is available through the DPW. It has nothing to do with this project.

Ms. Johnson

Can you tell me when that study was done?

Alderman Dowd

I can't give you an exact date because it was presented at the last DPW Committee meeting. Mr. Husband who is the City Traffic Engineer, gave a long, detailed analysis of the traffic on W. Hollis Street.

Ms. Johnson

Okay. You talked about the buffer for noise at the site, but if the school department ever decides to open nighttime activities... when we built Stellos Stadium, there was an agreement by the Mayor that there would never be any marching bands or any noise because of the abutters. And I believe Alderman Dowd, that you changed it and we got the marching band at Stellos and we hear the noise. So I can't go along with that buffer stuff because the BOE can change, and the BOA can also go in and change it. Things can get changed because Boards change every 2-4 years, and it happened to us. So get your questions answered now before the bond is approved. Thank you.

Alderman Dowd

I don't believe I changed it, because I wasn't an Alderman when that happened.

Ms. Johnson

You were on the BOE.

Alderman Dowd

One member can't make a change.

Ms. Hohensee

So I'm looking at the picture that Alderman Jette pointed out, and everyone in the first 4-6 houses on Cherrywood are very, very close to the tennis courts and some of the ball fields. That's the emergency exit. So that exists. But my question is, why wasn't there any discussion on alternate lots? Because this lot is landlocked and is closer to 20 properties that are all small. Whereas across the street on the 60 acre lot, there are 3 parcels where you could have the emergency and main entrance on Buck Meadow. There are only 5 houses that it could possibly abut, and in the back there's also a stream as a buffer. And those are larger properties, so you're not having tennis courts right near your bathrooms, back door or windows. I know there could be some wetlands... there are wetlands on the 20 acre lot. Why is this the optimal solution? Why weren't other solutions thought about?

Alderman Dowd

We did look at other lots. And the lots you're talking about are conservation land and wetlands that can't be built on.

Ms. Hohensee

The entire 60 acres?

Alderman Dowd

Yes. If you go on the city's website, on GIS you'll see that the city owns it, but it's conservation land. It's set aside and can't be touched. WE also worked with Tim Cummings looking at other properties, and there are no other properties. And if they did have a same size lot, it would be over \$6 million purchase price. This lot belongs to the city already and was set aside 22 years ago for the school.

Ms. Hohensee

It's disappointing, the way this thing came together.

Mr. Coffman

I would just like to point out that the BOE's Finance Committee started conversations about this project 3-4 years ago. And when the city still owned the Burke Street property, I asked why we couldn't put it over on Burke Street. And we were told, no we had to build out here. I asked about an alternative property, and that was never seriously investigated. So I just want to take issue with your statement that there weren't other things suggested or evaluated. There was at least one suggestion, and no it was never evaluated.

Alderman Dowd

The idea when we bought that lot was to sub-divide it to get the 2 acres we need for the Waste Water Treatment Plant. So since that decision was made, it's been available for sale and just recently sold. So it was not available for a school, through the city. If you want to address that with Mr. Cummings, have at it.

Resident, 5 Cherrywood Drive

I'm close to Buck Meadow Road. I'm not sure how often you've traveled that road, but I have every day for 17 years. Anytime after October till mid March, that place will be completely fogged. I have a middle schooler who has to take the bus from the Cherrywood-Buck Meadow intersection. And either my husband or I have to go and stand with her, because it is so foggy, you cannot see anything in that road and it is covered by wetlands on both sides. So I don't know if any consideration was given to that. And also, now that the school is here, many kids in the area will still fall in that 1 mile radius, and would have to walk to the school. So has that been considered? And the moment you put in sidewalk you also have to consider the safety of the kids there. The 2-lane road would then not be possible. I also have a child currently in Main Dunstable who will be going to ESM. Regarding the planning, when do we plan to move the kids here? Have those dates been finalized? Has that been discussed with the parents, or is there a public hearing planned for it?

Mr. Lee

Right now the current thinking that we've had with the contractors is that construction would start in 2021 or late in 2020. And it would take approximately 24 months for construction. So right now the thinking is the fall of 2023.

Alderman Dowd

And on Buck Meadow Road there is a sidewalk that runs all the way down to within 50-100 yards from the access road. We have money in the project to continue the sidewalk all the way to the school, and we're working with the city to do the sidewalk from Ridge Road up to there. The sidewalk easement access is not in the current road structure. The city owns on either side of the road, and that's where the sidewalks go. So we'll definitely make safe sidewalks for anyone who's walking.

Resident, 17 Tanglewood Drive

I agree with the lady who just spoke about the fog, it's terrible. I do have concerns about the amount of traffic that will be coming through. You're basically going to take the children who have been bussed, and making them walkers. And the kids who are downtown who have been walking to EMS, will now be bussed. And many of them are latch key kids. I don't know if anyone from downtown has come and spoken about that. I'm sure they have concerns about what the impact to their children will be as well.

Also, I will say that the noise from the sports fields is a factor. The sports go night and day and weekends. And from the end of Tanglewood we can hear the sporting events going on quite a distance away. I agree with the concerns about the tree buffers... we have a forest between us and the other, and we can hear everything. I'm very concerned about the fact that when you come down Gilson Road where it meets 111 and directly across from Buck Meadow, it ices up in the wintertime. And people, myself included, have slid across that intersection because it's icy. And that's not to say that DPW isn't doing their job; they are. But there are times it just freezes up... this is New England and that's how it is. Have you considered the fact that you're taking big busses with children through that intersection? Has it that going to be addressed. And will there be a light? That intersection is notorious for accidents. I'm very concerned that you're putting a high volume of cars and busses through that area now, and it simply is not going to be adequate to the task.

Alderman Dowd

Yeah, there's been a lot of discussion about that intersection. First of all, if there's a school on Buck Meadow, that will get priority as far as sanding, salting and plowing. That intersection would not be part of this project, but would be addressed by DPW. So any concerns would have to be brought up to them so they could address them and fix them. There are already busses that go to Buck Meadow, because everyone down in that area gets bussed to EMS. So there are busses going in one direction, you're just going in the other. The traffic would be at two times a day; when schools get ready to start and then when they let out. But in between, just like with the high schools, there's not much traffic.

Resident, 17 Tanglewood Drive

What I'm saying is right now for EMS there's a couple of busses picking up the children in our area to take them down to EMS. And now you're taking all the kids who are at EMS who are walkers, and taking them by bus. Which means that they're going to have to navigate the streets of downtown and head out to our area. I don't know if you've talked to Dave Rauseo about it and he's not concerned, but I do really worry about that.

Alderman Dowd

I did speak to him and a lot of the walkers that go to EMS will now walk to FMS, and the others will be bused to FMS. If the School Board does the redistricting, everybody will be going to FMS. The northern part of the city would go to PMS, and everyone in the southern tier would go to the new school. If the BOE, who is responsible for redistricting, redistricts it geographically.

Resident, 17 Tanglewood Drive

Okay. I have a question for the architect about the SPED piece of this. I have worked as a secretary in SPED at the high school, and I do have concerns just as the SLP teacher was saying. That maybe you do need to spend some time actually sitting in the SPED areas to see just how they work and what they would like to have, instead. The fact of the matter is that the medical side, there's never enough money and there's never enough space. People have had dreams for years about how they would like their space to work. If you ask them, they'd be very vocal about what their desires would be. SPED is a very different thing from what it was, even five years ago. And the amount of children that we have with very severe impairments is very high. NSD is known pretty widely as having a good SPED Program. We also take children from the Nashua Children's Home that get placed in our district because of that. There are a lot of needs for these children, with equipment, and personnel-wise. And that changes from year to year based on the specific children making up the classroom, and so flexibility of the space is imperative.

Mr. Lee

Absolutely... and we appreciate that very much. And just to inform folks, what we've done right now is just drawing a space that allocates square footage to the programs. We will actually go and meet with all of them and spend time in their spaces, as we get into the detailed design. We actually believe that is the absolute right thing to do, to understand all their needs. And the best way to do it, is to be right in there while they're working.

Resident, 17 Tanglewood Drive

Okay.

Alderman Dowd

The SPED students will be addressed. Part of the charter they have in designing is to make sure we have the adequate spaces to do right by our SPED students. The SPED wing at the new middle school was put together by the Superintendent. And we can only address the middle school students here. Grades 1-5 and the high school are separate programs and not part of this project.

Mr. Lee

The SPED wing is primarily to accommodate out of district students to be placed there now. There are still many SPED programs in the district that are already planned as integrated into the rest of classroom. So there is no segregation of SPED by a wing. There is a very, very intensive program for out of district students that is proposed to be together. But by and large there is a great deal of the SPED program that gets distributed throughout the building itself, just for a little clarification. And the other thing we try to do is take advantage of the fact that we're building a new school. So the intensive needs students in those spaces that serve them... the intent was to move those to the new school so we can purposefully build spaces to support them, instead of the retrofit spaces where many of them are now. Because they're in school spaces that were never designed for their needs.

Alderman Dowd

And any time we touch a school we have to bring it up to ADA standards, which is a requirement. So of course the new school will be fully compliant.

Resident, 17 Tanglewood Drive

And there's the SPED busses which are a factor as well. We currently have a separate location for those to rotate through, so that the Paras can pick up all the students. So thank you.

Resident, 10 Medallion Court

I actually am not going to state the same concerns and questions. I will say that the ones that have been brought up, were my original concerns. I've sent you a list...

Alderman Dowd

Yes, we've talked many times.

Resident, 10 Medallion Court

Exactly, so thank you for your response. I have asked why we are building another school in this area, when we already have so many schools within 2 miles of the radius. I'm also counting private schools because that also causes traffic. So we have Bicentennial, New Searles, World Academy, Main Dunstable, Second Nature Academy, and we will have the new middle school. Why another school in the zone? So one of my biggest concerns, which reiterates the concern for traffic and the very narrow Buck Meadow road. It's not safe, and with all these schools we'll have traffic not just 2 hours in the morning and in the afternoon, but constant traffic pretty much during the day.

Alderman Dowd

We have two middle schools right now within a 1-2 miles of each other and are both center city. This will segregate them into the 3 city sectors, so they don't have to go as far to middle school. We have 18 public schools in the district, plus as you said the private schools. So there are a number of places that already have multiple schools that are very close. So it's not the only area that has a lot of schools. And this particular lot was set aside 22 years ago by the developer, for a school. I believe Brian McCarthy was involved in this when they planned this whole area out... that that would be for a school.

Resident, 10 Medallion Court

I agree with you. But that doesn't justify building another school and cause the same problem. This whole process is new to me, but I'm looking from the quality side. Have we learned any lessons from having schools within close distance. Are there any disadvantages or safety issues that we're going to be repeating again?

Alderman Dowd

Fairgrounds is the worst case, where we have an elementary school right across the street from the middle school. And as far as this project, we're taking several steps to improve traffic on Cleveland Street to make it much safer. We're addressing all 3 middle schools, because they were all in need of significant repair and security upgrades. We don't talk a lot about the security upgrades because of the fact that that's security. But all the schools in Nashua will have security upgrades, and we are working on them right now as a separate project. But FMS, PMS and the new school will have increased security that makes it much safer for the students going there.

Resident, 10 Medallion Court

Okay. There's something in me that's telling me this decision has been made already. Through my email conversations, we're just planning... we're just planning. I just feel like transparency and communication is a big issue that was the first point that I mentioned. And I think others echoed the same thing. When we bought the house in 2015 we were looking for the perfect house, and went over our budget because we loved the neighborhood. And I know there is a need, and we have to look at the comprehensive need. But there are a lot of families that are going to be affected by this. Again... safety, transportation and traffic is a big concern. Somehow when I map it, it just doesn't work. We have so many kids waiting for the bus on Cherrywood Drive, on Buck Meadow. Maybe things will clear up more, but I don't know. And once it's done and made, it's too late obviously.

Alderman Dowd

The thing to remember is that, it's replacing Elm Street, which is 84 years old. If we had tried to upgrade it and continue to use it as a school, it would have been a additional minimum of \$15 million more, and it still wouldn't meet any of the middle school requirements that we have. And the traffic there, is far worse than anything around here. We had a couple of student hit around Elm Street... and there's absolutely not enough parking. If you look at the thick report done by Harriman, you'll see all of those concerns brought up.

Resident, 10 Medallion Court

I absolutely agree with you. I just don't know if we explored more options than this. Kid's safety is the prime importance, but if we were informed of all these things before... to me, this decision has been made already. I was hesitant to come because my husband said the decision has already been made. And a realtor has already contacted me asking if I wanted to sell my house because they were building a school here. I said, well it's still in the planning stage, and she said no, the decision has already been made to build a school here. So I just don't know who to trust. For me it's great, in 2 years my kid can just walk across the street and go to middle school. I'll be in a best spot. But instead, there are a lot of people still concerned.

Alderman Dowd

There are a significant number of steps before it's final, and we haven't even done the detailed design yet either. And that design will be worked out with all the groups that gave input into the conceptual design. I know I've been communicating with you for months, which is why we're not doing anything on Medallion. You have a very nice house, by the way.

Resident, 10 Medallion Court

Thank you.

Alderman Dowd

So we are going to do everything we can to try and make this have the least impact on the neighborhood, and be safest for the kids. Because that's the whole name of the game.

Resident, 10 Medallion Court

We'll look forward for the best.

Alderman Dowd

Thank you.

Mr. Coffman

Can you please clarify the dates of construction? We heard that possibly the fall of 2020. Yet I recall hearing you wanted to break ground the spring of 2020. So what is the break ground date?

Mr. Lee

Remember there are 3 projects.

Mr. Coffman

For the new middle school.

Mr. Lee

The new middle school still requires a fair amount of design on our end. There may be aspects that can get started before... this is something we coordinate with the Construction Manger, Harvey. The contractors like to get the site work going sooner than the rest of the building design. So the idea of time is of the essence to them, and the sooner they can get going with construction, the faster they can sequence the rest of it. Our design is still going to take longer, because we still have to meet with all the stakeholders again to do the detailed design. So it will take us until next fall to finish the design of the new school. We still have FMS and PMS that will happen earlier next year.

Mr. Coffman

So is it still the case to break ground in the spring of 2020 for road work or site prep?

Alderman Dowd

If all goes well, the intent is that the access road will have to be built first, then some tree cutting and land movement. And all of that is done well in advance of ever putting a shovel in the ground for building anything.

Mr. Coffman

Right, but you had said the intent is to try and break ground in the spring so the road folks can get started on the site prep. Is spring still an intended target?

Alderman

It's up to Harvey, and they're not here tonight.

Mr. Coffman

Do you recall what you said at the last meeting?

Alderman Dowd

The intent was to get the access road and the tree clearing done by the spring.

Mr. Coffman

Thank you very much.

Ms. Hohensee

Over the last 10 years we've lost almost 2,000 students. We had 13,000 in the district and now have 11,000. So at the rate that we've been losing 180 students a year, over the next 10 years that's another 1,800 students. That would be 450-500 less middle school students, or 150-170 per building. So is that being taken into account? Even in the next 2 years we'll have 90 less middle school students. This is why that feasibility study and enrollment report was so critical.

Alderman Dowd

You're talking about population study of students, and that all falls under the BOE. And we're getting the information from your Superintendent.

Ms. Hohensee

Well state law requires that there's a statistically reliable report when you're building a new school, and I haven't seen that. So how do we project that we need 800 students per building, if we don't have that report and we don't have numbers.

Ms. McGurk

I'm speaking not as a school district employee, but I want to speak to all of you who live in that area. I want to talk to you as a resident. All six houses that I've lived in, in Nashua have been in rock throwing distance from a school. I'm here to tell you that your concerns about noise and traffic are not based in my experiences. School traffic is episodic that happens at the beginning and at the end of school, and it's over amazingly quickly. School noise is also episodic. When Ms. Hohensee and I lived as neighbors in the north end, and could hear everything that happened at Greely Park. Then I moved near PMS where I could hear the football practice at night when I was on my porch. And on the days when I was home, I occasionally heard the announcements from PMS or their band when they practiced outdoors. When I twice lived across the street from Charlotte Avenue School, if I'm home I hear the lovely sound of recess going on. And the traffic problem is not school busses, but rather parents at times. So the idea that there is blocking Broad Street or W. Hollis street for a lengthy time, is just not so. So I think your concerns about school noise are not founded on fact. And school traffic? You get bus traffic already. At PMS, school ends at 2:43 and by 3:00 we are a wasteland of nothing but faculty cars. The traffic is over and there is no noise, other than children playing or an occasional night event. Schools have to go somewhere, and there is no room in the center of the city. In fact, your neighborhood is the biggest and newest developed in the city... I would welcome a school. But there is not noise, and there is not traffic. As someone who has lived here for 50 years and all around various schools, your concerns about traffic and noise are really unfounded.

Resident, 118 Cherrywood Drive

I hope what you say holds true, but I'm not sure about that yet. But my concern is around the emergency access road in the back. What if the many cars come and line up and drop their kids off at that access road and they start walking that side? I don't want cars to pile up, making traffic on Cherrywood Drive, dropping off their kids. Right now it's a quiet street, and now it's going to turn into a nightmare. That's my concern.

Alderman Dowd

I want to thank you all for coming out this evening. I'm glad we were able to have you here and address some of your questions. And hopefully all of the answers will appear on the Q&A portion of the website. And if you want to see some of the drawings, Harriman has them over here.

Middle School Construction and Renovation Project

For Period Ending December 31, 2019

Project # 1175.91.19.30, 31, 32 & 33

Description	Proposed Budget	Expended to Date	Invoices for Approval	Total	Remaining Balance
Construction Manager	\$94,932,219.00	\$27,500.00	\$0.00	\$27,500.00	\$94,904,719.00
Architect & Engineering Fees	\$6,186,894.00	\$147,457.46	\$0.00	\$147,457.46	\$6,039,436.54
Geotechnical Services	\$135,640.00	\$20,640.00	\$0.00	\$20,640.00	\$115,000.00
Surveying Services	\$152,281.02	\$67,281.02	\$0.00	\$67,281.02	\$85,000.00
Industrial Hygienist	\$114,200.00	\$2,085.00	\$12,115.00	\$14,200.00	\$100,000.00
Traffic Study	\$24,000.00	\$24,000.00	\$0.00	\$24,000.00	\$0.00
EMS Structural Slab Investigation	\$14,000.00	\$14,000.00	\$0.00	\$14,000.00	\$0.00
Testing Services	\$200,000.00	\$0.00		\$0.00	\$200,000.00
Relocation Expenses	\$1,650,000.00	\$0.00		\$0.00	\$1,650,000.00
Commissioning Services	\$385,000.00	\$0.00		\$0.00	\$385,000.00
FF&E	\$5,142,821.00	\$0.00		\$0.00	\$5,142,821.00
IT Infrastructure	\$2,743,478.00	\$0.00		\$0.00	\$2,743,478.00
Security & Projection Systems	\$600,000.00	\$0.00		\$0.00	\$600,000.00
Energy Efficiency Rebates	\$0.00	\$0.00		\$0.00	\$0.00
Owner & Architect Contingency	\$8,019,466.98	\$0.00		\$0.00	\$8,019,466.98

Adding totals by project descriptions	\$120,300,000.00	\$302,963.48	\$12,115.00	\$315,078.48	\$119,984,921.52

		Expended to Date	Invoices for Approval	Total	
Harvey Construction		\$27,500.00	\$0.00	\$27,500.00	
Harriman A&E		\$147,457.46	\$0.00	\$147,457.46	
Hayner-Swanson		\$67,281.02	\$0.00	\$67,281.02	
Vanasse & Associates		\$24,000.00	\$0.00	\$24,000.00	
Milone & MacBroom		\$20,640.00	\$0.00	\$20,640.00	
NDT Corporation		\$14,000.00	\$0.00	\$14,000.00	
RPF Environmental		\$0.00	\$12,115.00	\$12,115.00	
Desmairis Environmental		\$2,085.00	\$0.00	\$2,085.00	
		-----	-----	-----	
		\$302,963.48	\$12,115.00	\$315,078.48	
R-19-191			\$118,000,000.00		
Prior Authorizations			\$2,300,000.00		
Total - MS Project			-----	\$120,300,000.00	
Harvey Construction GMP			\$0		
			-----	\$0	
Total Harvey Construction Contract			-----	\$0.00	

Middle School Project - Phase One

For Period Ending December 31, 2019

Project # 1175.91.19.30

Description	Proposed Budget	Expended to Date	Invoices for Approval	Total	Remaining Balance
Construction Manager	\$32,500	\$27,500.00	\$0.00	\$27,500.00	\$5,000.00
Architect & Engineering Fees	\$150,000	\$147,457.46	\$0.00	\$147,457.46	\$2,542.54
Geotechnical Services	\$20,640	\$20,640.00	\$0.00	\$20,640.00	\$0.00
Surveying Services	\$67,281	\$67,281.02	\$0.00	\$67,281.02	\$0.00
Industrial Hygienist	\$14,200	\$2,085.00	\$12,115.00	\$14,200.00	\$0.00
Traffic Study	\$24,000	\$24,000.00	\$0.00	\$24,000.00	\$0.00
EMS Structural Slab Investigation	\$14,000	\$14,000.00	\$0.00	\$14,000.00	\$0.00
Testing Services	\$0	\$0.00		\$0.00	\$0.00
Relocation Expenses	\$0	\$0.00		\$0.00	\$0.00
Commissioning Services	\$0	\$0.00		\$0.00	\$0.00
Energy Efficiency Rebates	\$0	\$0.00		\$0.00	\$0.00
Owner's Contingency	\$267,431	\$0.00		\$0.00	\$267,430.98
	-----	-----	-----	-----	-----
	\$590,052	\$302,963.48	\$12,115.00	\$315,078.48	\$274,973.52

	Expended to Date	Invoices for Approval	Total
Harvey Construction	\$27,500.00	\$0.00	\$27,500.00
Harriman A&E	\$147,457.46	\$0.00	\$147,457.46
Hayner-Swanson	\$67,281.02	\$0.00	\$67,281.02
Vanasse & Associates	\$24,000.00	\$0.00	\$24,000.00
Milone & MacBroom	\$20,640.00	\$0.00	\$20,640.00
NDT Corporation	\$14,000.00	\$0.00	\$14,000.00
RPF Environmental	\$0.00	\$12,115.00	\$12,115.00
Desmairis Environmental	\$2,085.00	\$0.00	\$2,085.00
	-----	-----	-----
	\$302,963.48	\$12,115.00	\$315,078.48
Harvey Construction GMP		\$0	
		\$0	
Total Harvey Construction Contract		\$0.00	

New Middle School Construction Project

For Period Ending December 31, 2019

Project # 1175.91.19.33

Description	Proposed Budget	Expended to Date	Invoices for Approval	Total	Remaining Balance
Construction Manager	\$67,257,500.00	\$0.00	\$0.00	\$0.00	\$67,257,500.00
Architect & Engineering Fees	\$3,972,323.00	\$0.00	\$0.00	\$0.00	\$3,972,323.00
Geotechnical Services	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
Surveying Services	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00
FF&E	\$3,760,710.00	\$0.00	\$0.00	\$0.00	\$3,760,710.00
IT Infrastructure	\$1,896,211.00	\$0.00	\$0.00	\$0.00	\$1,896,211.00
Testing Services	\$100,000.00	\$0.00	\$0.00	\$0.00	\$100,000.00
Relocation Expenses	\$600,000.00	\$0.00	\$0.00	\$0.00	\$600,000.00
Commissioning Services	\$200,000.00	\$0.00	\$0.00	\$0.00	\$200,000.00
Energy Efficiency Rebates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Owner & Architect Contingency	\$5,056,562.00	\$0.00	\$0.00	\$0.00	\$5,056,562.00
	-----	-----	-----	-----	-----
	\$82,943,306.00	\$0.00	\$0.00	\$0.00	\$82,943,306.00

	Expended to Date	Invoices for Approval	Total
Harvey Construction	\$0.00	\$0.00	\$0.00
Harriman A&E	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	-----	-----	-----
	\$0.00	\$0.00	\$0.00
Harvey Construction GMP		\$0	
		\$0	
Total Harvey Construction Contract		\$0.00	

Fairgrounds Middle School Construction Project

For Period Ending December 31, 2019

Project # 1175.91.19.32

Description	Proposed Budget	Expended to Date	Invoices for Approval	Total	Remaining Balance
Construction Manager	\$8,567,490	\$0.00	\$0.00	\$0.00	\$8,567,490.00
Architect & Engineering Fees	\$653,980	\$0.00	\$0.00	\$0.00	\$653,980.00
Geotechnical Services	\$30,000	\$0.00	\$0.00	\$0.00	\$30,000.00
Surveying Services	\$20,000	\$0.00	\$0.00	\$0.00	\$20,000.00
Industrial Hygienist	\$50,000	\$0.00	\$0.00	\$0.00	\$50,000.00
FF&E	\$428,375	\$0.00	\$0.00	\$0.00	\$428,375.00
IT Infrastructure	\$266,025	\$0.00	\$0.00	\$0.00	\$266,025.00
Testing Services	\$50,000	\$0.00	\$0.00	\$0.00	\$50,000.00
Relocation Expenses	\$750,000	\$0.00	\$0.00	\$0.00	\$750,000.00
Commissioning Services	\$60,000	\$0.00	\$0.00	\$0.00	\$60,000.00
Security & Projection Systems	\$300,000	\$0.00	\$0.00	\$0.00	\$300,000.00
Energy Efficiency Rebates	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Owner & Architect Contingency	\$945,902	\$0.00	\$0.00	\$0.00	\$945,902.00
	-----	-----	-----	-----	-----
	\$12,121,772	\$0.00	\$0.00	\$0.00	\$12,121,772.00

	Expended to Date	Invoices for Approval	Total
Harvey Construction	\$0.00	\$0.00	\$0.00
Harriman A&E	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	-----	-----	-----
	\$0.00	\$0.00	\$0.00
Harvey Construction GMP		\$0	
		\$0	
Total Harvey Construction Contract		\$0.00	

Pennichuck Middle School Construction Project

For Period Ending December 31, 2019

Project # 1175.91.19.31

Description	Proposed Budget	Expended to Date	Invoices for Approval	Total	Remaining Balance
Construction Manager	\$19,074,729	\$0.00	\$0.00	\$0.00	\$19,074,729.00
Architect & Engineering Fees	\$1,410,591	\$0.00	\$0.00	\$0.00	\$1,410,591.00
Geotechnical Services	\$35,000	\$0.00	\$0.00	\$0.00	\$35,000.00
Surveying Services	\$15,000	\$0.00	\$0.00	\$0.00	\$15,000.00
Industrial Hygienist	\$50,000	\$0.00	\$0.00	\$0.00	\$50,000.00
FF&E	\$953,736	\$0.00	\$0.00	\$0.00	\$953,736.00
IT Infrastructure	\$581,242	\$0.00	\$0.00	\$0.00	\$581,242.00
Testing Services	\$50,000	\$0.00	\$0.00	\$0.00	\$50,000.00
Relocation Expenses	\$300,000	\$0.00	\$0.00	\$0.00	\$300,000.00
Commissioning Services	\$125,000	\$0.00	\$0.00	\$0.00	\$125,000.00
Security & Projection Systems	\$300,000	\$0.00	\$0.00	\$0.00	\$300,000.00
Energy Efficiency Rebates	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Owner & Architect Contingency	\$1,749,572	\$0.00		\$0.00	\$1,749,572.00
	-----	-----	-----	-----	-----
	\$24,644,870	\$0.00	\$0.00	\$0.00	\$24,644,870.00

	Expended to Date	Invoices for Approval	Total
Harvey Construction	\$0.00	\$0.00	\$0.00
Harriman A&E	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
	-----	-----	-----
	\$0.00	\$0.00	\$0.00
Harvey Construction GMP		\$0	
		\$0	
Total Harvey Construction Contract		\$0.00	



320 First NH Turnpike
 Northwood, NH 03261
 (888) 723-3247

Invoice

DATE	INVOICE #
12/23/2019	1994611

BILL TO

S.A.U. No. 42-Nashua School District
 Shawn Smith
 Plant Operations
 38 Riverside Drive
 Nashua, NH 03062

Services Rendered	
Sept - Nov 2019	
P.O. NO.	TERMS
	Net 15 Days

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Middle School Reno Project Fairgrounds and Pennichuck Schools		
1	HBM Survey Work, Roof Repairs, Testing, Lab Work (up to 200 PLM included in base survey), Review and Reporting for 9/26, 9/30, 10/1, 10/4, 10/9 Site Visit and Related Tasks	9,400.00	9,400.00
175	Additional Asbestos Laboratory Analysis Authorized	15.00	2,625.00
3	Laboratory Analysis, Point Count	30.00	90.00

<p>Thank you! We appreciate your business.</p> <p>Air Quality / Industrial Hygiene / Hazardous Materials / Asbestos / Lead Paint / Mold / Silica / Legionella</p>	Total	\$12,115.00
	Payments/Credits	\$0.00
	Balance Due	\$12,115.00



CHANGE ORDER #2
(HSI FILE #5640)

City of Nashua
Joint Special School Building Committee
141 Ledge Street
Nashua, NH 03060
Attn: Shawn M. Smith, Director of Plant Operations

January 14, 2020

RE: Additional Request for Survey Services: Fairgrounds Middle School (Parcel 106-3)
Surveying Services for Middle School Construction and/or Renovations

Dear Committee Members,

Hayner/Swanson, Inc. (HSI) is pleased to submit this **Change Order #2** to the **City of Nashua Joint Special School Building Committee** (JSSBC) [Client] for additional professional surveying services for the above-referenced site. HSI shall expand the limits of the survey for the Fairgrounds Middle School from the original survey limits already completed to those limits depicted on attached Exhibit "A".

The Scope of Work, Methodology and other details related to the survey will be in accordance with the original proposal as revised April 11th, 2019 and the General Terms and Conditions reference therein. HSI agrees to perform the work on a Time & Materials basis, however, we have provided below a Not To Exceed budget cost anticipated for this effort. This proposal is valid for ninety (90) days.

Note: This proposal assumes no significant snow or ice cover or weather conditions that would impede the execution of the field work.

Fees for Services:

Item	Fee
Additional Surveying Services – Fairgrounds Middle School	\$ 16,000.00
Reimbursable expenses (allowance)	\$ 300.00
Total (Not to Exceed) Fee	\$ 16,300.00

If the terms of the agreement are acceptable and expresses our entire agreement in connection with this project, please countersign this Change Order in the space provided below indicating your acceptance of the offer and thereby constituting an agreement between us and return one copy to us.

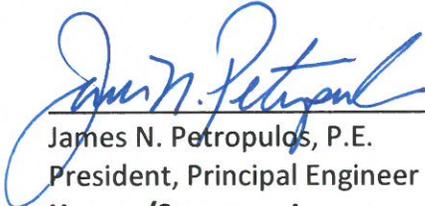
Hayner/Swanson Inc.



Hayner/Swanson Inc.

If you have any questions, please don't hesitate to contact us. We look forward to answering any questions you might have and continuing as a part of your team.

Sincerely,


James N. Petropulos, P.E.
President, Principal Engineer
Hayner/Swanson, Inc.


Dennis Pollock, LLS
Senior Surveyor
Hayner/Swanson, Inc.

The undersigned hereby accepts the terms and conditions as referenced in the proposal above. In consideration of Hayner/Swanson, Inc. performing the work outlined hereinabove, the undersigned agrees to make payment to Hayner/Swanson, Inc. and to otherwise perform in accordance with the proposal and General Terms and Conditions, all of which are incorporated with this statement to create a valid and binding contract, enforceable by law.

For: City of Nashua - Joint Special School Building Committee

By: _____
Client Representative

Date



EXHIBIT "A"

January 16, 2020

Joint Special School Building Committee
c/o: Mr. Shawn M. Smith, Director of Plant Operations
38 Riverside Street
Nashua, New Hampshire

RE: Proposal for Performing a Limited Geotechnical Engineering Study
Fairgrounds Middle School
27 Cleveland Street
Nashua, New Hampshire
Proposal No. 6119-04-00

Dear Shawn:

As requested by your January 13, 2020 email, Milone & MacBroom, Inc. (MMI) is pleased to submit herewith our proposal for performing a limited geotechnical engineering study for the proposed upgrades to the Fairgrounds Middle School. This proposal has been prepared in response to the aforementioned July 18, 2019 email.

Project Understanding

Based on the aforementioned email, we understand that a new administration addition is proposed to the north of the existing school entrance, additionally recommendations for upgrading the emergency access drive to the southeast of the school was requested.

Based on published geology, overburden is expected to consist of the Hollis Street delta deposit, a member of the Glacial Lake Merrimack deposits consisting of sand, gravel, and silt deposited in Glacial Lake Merrimack. Bedrock is mapped as Merrimack Group, Berwick Formation, a Purple biotite-quartz-feldspar granofels or schist with interbeds of calc-silicate granofels and minor metapelites.

The site is not a listed asbestos disposal site (ADS), however there are several in the vicinity, therefore MMI will provide a field engineer that is familiar with ADS contaminants and will be able to visually identify suspect asbestos containing materials. If suspect ACMs are identified, per regulation the field drilling operations will be required to cease, you will be notified, and the site will be made safe.

Scope of Geotechnical Engineering Services

MMI proposes to drill 2 borings within the proposed designated addition area and 2 to 3 borings along the requested area of emergency access.

Test borings will be advanced until refusal depths are encountered or to depths of up to 20± feet. The proposed drilling activities are anticipated to take 1 day.

Test borings will be advanced with hollow stem augers (HSAs) using a truck mounted drill rig. Soil samples will be obtained and Standard Penetration Tests (SPTs) will be performed in each test boring at

intervals of 5 feet or less as the explorations are advanced through the soil in accordance with ASTM D-1586. Actual depths, however, may vary depending on subsurface conditions encountered. Rock coring or coring through boulders and other obstructions encountered at auger refusal depths is not proposed at this time.

A geotechnical engineer from our office will oversee and document the test boring and test pit subsurface exploration program on a full-time basis. Exploration logs will be prepared for inclusion in the geotechnical engineering report based upon the Burmister Soil Classification System and in accordance with ASTM D2488. Groundwater encountered depths will be recorded on the logs.

MMI will layout the proposed boring locations by measuring off of existing site features. Subsequently our driller will contact Dig Safe for underground utility clearance before commencement of test borings.

Based on the results of the proposed subsurface explorations as outlined herein, a geotechnical engineering report will be prepared which will include the following items:

- a) Inspection and logging of test borings. Exploration logs will be included as an appendix in the report.
- b) During advancement of test borings, any observed staining or malodors of retrieved soil samples will be noted on the logs as well as the presence of any buried asbestos waste products.
- c) Soil laboratory testing will be performed to further classify existing soil conditions and will consist of up to four gradation tests per ASTM D1140/D422.
- d) An overall discussion of site subsurface conditions will be prepared. The locations where unsuitable materials and refusal depths are encountered will be evaluated.
- e) A discussion of groundwater conditions will be given including construction-phase dewatering recommendations and slab-on-grade and perimeter foundation subdrains as necessary.
- f) Recommendations for spread footing foundations including allowable soil bearing pressures, estimated settlements of the various foundation elements, and minimum required frost protection depths will be given.
- g) Recommendations for lower floor slab on grade support, including slab subdrainage requirements as necessary, along with design modulus of subgrade reaction, will be given.
- h) Recommendations for subgrade soil preparation, gradation and material specifications for fill and backfill, compaction requirements, and earthwork considerations will be given based on exploration data.
- i) Specific recommendations regarding soil excavation and reuse considerations will be given.
- j) Subdrainage considerations behind walls below grade and below slabs on grade will be provided.

- k) Seismic considerations regarding foundation design will be given including the seismic site classification, seismic design category and potential for liquefaction in accordance with the 2015 IBC.
- l) Recommended lateral earth pressures (i.e. active, at-rest and passive) against walls below grade with active and passive soil coefficients will be presented along with soil sliding coefficients for use in wall design.
- m) Flexible pavement design recommendations will be developed for the emergency access drive based on the test boring data.
- n) Construction considerations regarding excavation and earthwork to be considered during the construction-phase of this project will be provided.

Services with respect to performing more than one day of test boring operations and inspection; soil laboratory testing other than as presented herein; chemical analysis or asbestos testing of soil samples; environmental services; investigation or other properties or other potential development sites; preparation of plans and specifications; construction cost estimates; rock/obstruction coring; construction quality control; and any other services not specifically outlined herein are not included in our geotechnical engineering scope of services at this time.

Fees

MMI will perform the geotechnical engineering services outlined above for the estimated not to exceed budget of \$5,500. A breakdown of our fees is provided as follows:

1) Field Layout of borings and Dig Safe coordination:	\$ 400
2) Drill rig mobilization and demobilization:	\$ 400
3) 1 day of drilling @ \$1,800/day:	\$1,800
4) Soil sample container jars @ \$25/box for 2 boxes:	\$ 50
5) 1 day of MMI inspection and documentation of explorations @ \$950/day:	\$ 950
6) Data interpretation and report preparation:	<u>\$2,000</u>
Estimated not to exceed amount:	\$5,600

Four copies of the geotechnical engineering report will be mailed to your office. Additionally and electronic pdf copy of the report will be emailed to your office. Attendance at meetings, or any additional services beyond the scope of this proposal as may be requested or required that are agreed upon will be invoiced in accordance with the attached Schedule of Fees.

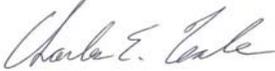
Acceptance

This proposal is valid for a period of 30 days from the date hereon and may be accepted by signing in the space provided below and returning one copy to this office. The executed agreement must be received by this office prior to initiation of our services. The Standard Terms and Conditions attached hereto are made part of this proposal.

Upon MMI's receipt of a duly executed proposal, we will commence with the services outlined above. In the event that these geotechnical engineering services are cancelled at any time by the Joint Special School Building Committee, you will be invoiced for only those services and costs incurred up until cancellation.

We appreciate the opportunity to be of continued service to you. Please do not hesitate to contact this office should you have any questions or if we can be of service.

Very truly yours,
MILONE & MACBROOM, INC.



Charles E. Teale, PE, LSP, LEP, Associate
Manager of Geotechnical Engineering & Environmental Services

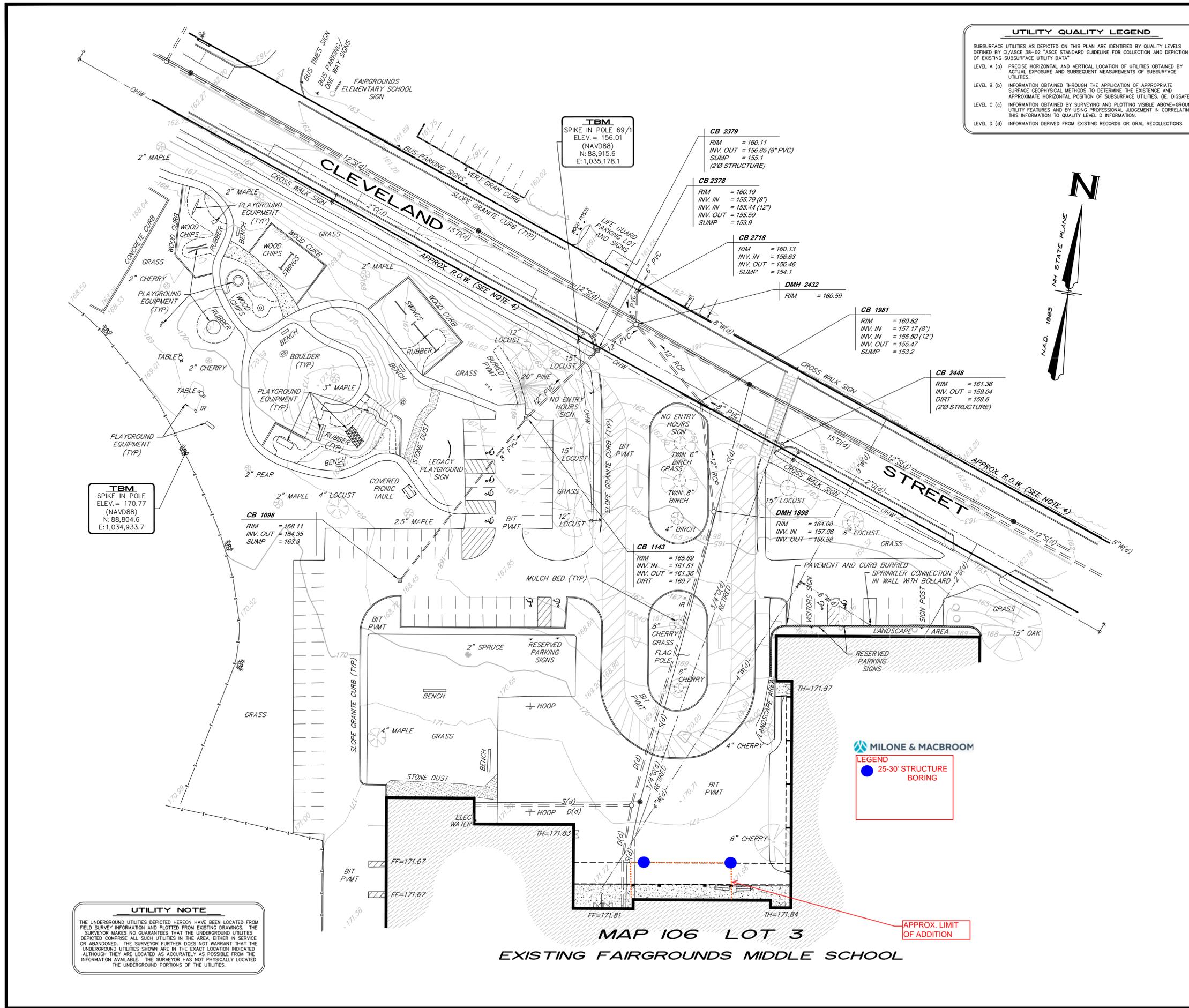
Attachments: Proposed Boring Location Sketch (2)
Schedule of Fees
Standard Terms and Conditions

Agreed and Accepted

This proposed contract and the Standard Terms and Conditions are hereby accepted by the City of Nashua, the execution hereof, and such a person so executing the same on behalf of the City of Nashua, does hereby warrant full authority to act for, in the name of, and on behalf of the City of Nashua.

Print
Name _____ Title _____
the City of Nashua

Signature _____ Date _____



UTILITY QUALITY LEGEND

SUBSURFACE UTILITIES AS DEPICTED ON THIS PLAN ARE IDENTIFIED BY QUALITY LEVELS DEFINED BY G/ASCE 38-02 "ASCE STANDARD GUIDELINE FOR COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

LEVEL A (a) PRECISE HORIZONTAL AND VERTICAL LOCATION OF UTILITIES OBTAINED BY ACTUAL EXPOSURE AND SUBSEQUENT MEASUREMENTS OF SUBSURFACE UTILITIES.

LEVEL B (b) INFORMATION OBTAINED THROUGH THE APPLICATION OF APPROPRIATE SURFACE GEOPHYSICAL METHODS TO DETERMINE THE EXISTENCE AND APPROXIMATE HORIZONTAL POSITION OF SUBSURFACE UTILITIES. (E. DIGSAFE)

LEVEL C (c) INFORMATION OBTAINED BY SURVEYING AND PLOTTING VISIBLE ABOVE-GROUND UTILITY FEATURES AND BY USING PROFESSIONAL JUDGEMENT IN CORRELATING THIS INFORMATION TO QUALITY LEVEL D INFORMATION.

LEVEL D (d) INFORMATION DERIVED FROM EXISTING RECORDS OR ORAL RECOLLECTIONS.

LEGEND

- 100 EXISTING GROUND CONTOUR
- 100.5 EXISTING SPOT ELEVATION
- STORM DRAIN & CATCH BASIN
- STORM DRAIN & MANHOLE
- SANITARY SEWER & MANHOLE
- WATER MAIN & HYDRANT
- WATER MAIN & GATE VALVE
- GAS LINE & GATE VALVE
- UTILITY POLE WITH GUY SUPPORT
- STREET LIGHT
- OVERHEAD ELECTRIC & TELEPHONE
- UNDERGROUND ELEC/TEL & MANHOLES
- SIGN
- CHAINLINK FENCE
- SLOPE GRANITE CURB
- VERTICAL GRANITE CURBING
- HANDICAP PARKING SPACE
- CONIFEROUS TREE
- DECIDUOUS TREE
- SHRUBS
- TH=XXXX THRESHOLD ELEVATION

- PLAN REFERENCES:**
- PLAN OF FAIR GROUNDS IN NASHUA, NEW HAMPSHIRE, DATED JULY 1950 AND COMPILED FROM PLANS IN CITY ENGINEERS OFFICE. RECORDED AS H.C.R.D. PLAN 1427
 - LAND OF NILES J. MERRILL, LAKE AND ALMONT STREET, NASHUA, DATED NOV. 1890. RECORDED AS H.C.R.D. PLAN 134
 - NASHUA SCHOOLS, FAIRGROUNDS JUNIOR HIGH SCHOOL, NASHUA, NEW HAMPSHIRE, SCALE: 1" = 50', DATED: 11/22/95 AND PREPARED BY THE H.L. TURNER GROUP INC. ON FILE WITH THE CITY OF NASHUA: NR-1828

- NOTES:**
- PURPOSE OF PLAN: TO DEPICT THE RESULTS OF A LIMITED TOPOGRAPHIC SURVEY CONDUCTED BY THIS OFFICE IN APRIL THROUGH JUNE OF 2019.
 - PRESENT ZONING: R9; C SUBURBAN RESIDENCE
 - LOT NUMBERS REFER TO THE CITY OF NASHUA ASSESSORS MAP 106.
 - NO LAYOUT OR ACCEPTANCE PROVIDING A RECORD LOCATION OR WIDTH EXISTS FOR THIS SECTION OF CLEVELAND STREET. CLEVELAND STREET IS A PUBLIC WAY PER NH RSA 229:1. THE APPROXIMATE RIGHT OF WAY DEPICTED HEREON IS BASED ON A 50' WIDE WIDTH ESTABLISHED 25 FEET OFF CENTERLINE OF THE ROAD AS CONSTRUCTED.
 - THE PARCEL IS LOCATED IN AN AREA DESIGNATED AS "ZONE X" AS DETERMINED FROM THE FLOOD INSURANCE RATE MAP (FIRM), HILLSBOROUGH COUNTY, CITY OF NASHUA, NEW HAMPSHIRE, COMMUNITY NO. 330097, PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, MAP NUMBER: 33011C0651D, HAVING AN EFFECTIVE DATE OF SEPTEMBER 25, 2009.
 - SURVEY CONTROL INFORMATION: CONTROLLED BY TRIMBLE R-10 GPS RECEIVER RTK CORRECTIONS VIA KEYNET VRS
HORIZONTAL DATUM: NAD83(2011)
VERTICAL DATUM: NAVD83
HORIZONTAL PROJECTION: NH STATE PLANE
UNITS: US SURVEY FEET
 - OWNER OF RECORD:
MAP 106 LOT 3
CITY OF NASHUA
PO BOX 2019
229 MAIN STREET
NASHUA, NH 03061
BK 1271, PG. 41

TOPOGRAPHIC WORKSHEET
(MAP 106 LOT 3)

FAIRGROUNDS MIDDLE SCHOOL
27 CLEVELAND STREET
NASHUA, NEW HAMPSHIRE
PREPARED FOR
JOINT SPECIAL SCHOOL BUILDING COMMITTEE
CITY OF NASHUA 141 LEDGE STREET NASHUA, NEW HAMPSHIRE 03060

30 0 30 60 90 120 FEET
15 0 15 30 METERS
SCALE: 1" = 30 Feet
1" = 9.144 Meters

12 JUNE 2019
HSI Hayner/Swanson, Inc.
3 Congress Street Nashua, NH 03062 (603) 883-2057
131 Middlesex Turnpike Burlington, MA 01803 (781) 203-1501
www.hayner-swanson.com

FIELD BOOK: 1232	DRAWING NAME: 5640-EC31	5640	1 OF 1
DRAWING LOCATION: G:\5640 FAIRGROUNDS.DWG		File Number	Sheet

TBM
SPIKE IN POLE
ELEV. = 170.77
(NAVD88)
N: 88,804.6
E: 1,034,933.7

TBM
SPIKE IN POLE 69/1
ELEV. = 156.01
(NAVD88)
N: 88,915.6
E: 1,035,178.1

CB 2379
RIM = 160.11
INV. OUT = 156.85 (8" PVC)
SUMP = 155.1
(2'Ø STRUCTURE)

CB 2378
RIM = 160.19
INV. IN = 155.79 (8")
INV. OUT = 155.44 (12")
SUMP = 155.59
SUMP = 153.9

CB 2718
RIM = 160.13
INV. IN = 156.63
INV. OUT = 156.46
SUMP = 154.1

DMH 2432
RIM = 160.59

CB 1981
RIM = 160.82
INV. IN = 157.17 (8")
INV. IN = 156.50 (12")
INV. OUT = 155.47
SUMP = 153.2

CB 2448
RIM = 161.36
INV. OUT = 159.04
DIRT = 158.6
(2'Ø STRUCTURE)

CB 1098
RIM = 168.11
INV. OUT = 164.35
SUMP = 163.3

CB 1143
RIM = 165.69
INV. IN = 161.51
INV. OUT = 161.36
DIRT = 160.7

DMH 1898
RIM = 164.08
INV. IN = 157.08
INV. OUT = 156.88

UTILITY NOTE

THE UNDERGROUND UTILITIES DEPICTED HEREON HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND PLOTTED FROM EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES DEPICTED COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM THE INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND PORTIONS OF THE UTILITIES.

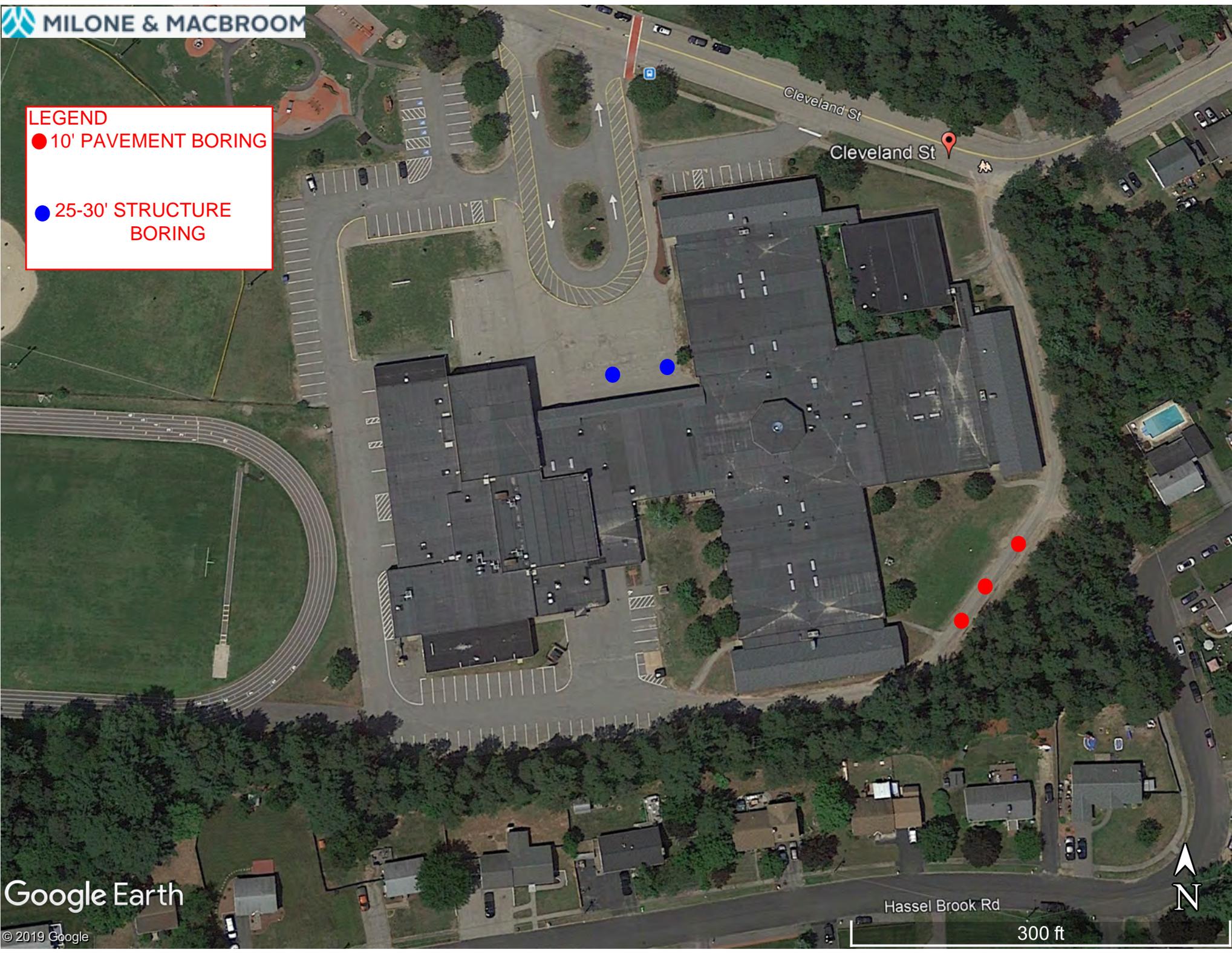
MILONE & MACBROOM

LEGEND
● 25'-30' STRUCTURE BORING

APPROX. LIMIT OF ADDITION

MAP 106 LOT 3
EXISTING FAIRGROUNDS MIDDLE SCHOOL

LEGEND
● 10' PAVEMENT BORING
● 25-30' STRUCTURE BORING



2019 Preferred Hourly Rates & Reimbursable Expenses

Northern New England Regional Offices

Clerical	\$ 55.00	Per Hour
Draftsperson/Technician	\$ 75.00	Per Hour
Senior Draftsperson/Technician	\$ 85.00	Per Hour
Senior Inspector	\$ 95.00	Per Hour
Chief Inspector	\$105.00	Per Hour
Resident Project Representative	\$115.00	Per Hour
Engineer/Designer/Planner	\$ 95.00	Per Hour
Senior Engineer/Designer/Planner	\$105.00	Per Hour
Licensed Professional/Specialist	\$115.00	Per Hour
Lead Licensed Professional/Specialist	\$130.00	Per Hour
Senior Licensed Professional/Specialist	\$145.00	Per Hour
Principal	\$185.00	Per Hour

Reimbursable Expenses

Bond Prints	\$ 2.00	Each
Large Bond Prints	\$ 3.00	Each
Fixed Line Mylars	\$75.00	Each
Color Plots/Mylars	\$30.00	Each
Large Color Plots/Mylars	\$45.00	Each
Photo Copies – 8½ x 11	\$ 0.12	Per Copy
Photo Copies – 11 x 17	\$ 0.24	Per Copy
Color Copies – 8½ x 11	\$ 1.25	Per Copy
Color Copies – 11 x 17	\$ 2.25	Per Copy
Binding 0-200 pages	\$ 6.00	Per Bound Copy
201 or more pages	\$ 7.50	Per Bound Copy
Board Mounting	\$25.00	Each
FedEx – \$0-\$25	\$25.00	Per FedEx
FedEx – Over \$25	Cost	Per FedEx
Mileage	(IRS Rate)	Per Mile

**STANDARD TERMS AND CONDITIONS
MILONE & MACBROOM, INC.**

(PAGE 1 OF 4)

- 1) **SERVICES TO BE PROVIDED:** Milone & MacBroom, Inc. (MMI), through and by its officers, employees, agents and subcontractors (hereinafter, collectively "MMI"), is an independent consultant and agrees to provide the Joint Special School Building Committee (hereinafter, "Client"), for its sole benefit and exclusive use, the Geotechnical Engineering Services set forth in our Proposal 6119-04-00 dated January 16, 2020 and entitled, "Proposal for Performing a Limited Geotechnical Engineering Study, Fairgrounds Middle School, 27 Cleveland Street, Nashua, New Hampshire" (the "Proposal"), to which these Standard Terms and Conditions are appended. No third party beneficiaries are intended by this Agreement (which includes the Proposal and these Standard Terms and Conditions).
- 2) **PAYMENT TERMS:** Client agrees to pay MMI's invoice per terms of the Proposal. If payment is not received within 45 days from the Client's receipt of payment from its client, Client agrees to pay a service charge on the past due amount at the lesser of 0.5% per month or the allowable legal rate, including reasonable attorney's fees and expenses if collected through an attorney. No deduction shall be made from MMI's invoice on account of liquidated damages unless expressly provided for in the Agreement. Without prior notice, MMI may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by MMI within 30 days of Client's receipt of MMI's invoice. Client receipt of invoice will be presumed three (3) days after mailing by MMI first class. Time is of the essence for this provision.
- 3) **TERMINATION:** Either party may terminate this Agreement without cause upon fifteen (15) days prior written notice. This Agreement will terminate automatically upon the insolvency of Client. In the event Client requests termination prior to completion of the services described in the Proposal, Client agrees to pay MMI for all reasonable charges incurred as of the effective date of termination, plus all reasonable costs associated with termination of the work.
- 4) **STANDARD OF CARE:** MMI will perform its services using that degree of care and skill ordinarily exercised under similar conditions by members of MMI's profession practicing in the same or similar locality at the time of service. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY THE AGREEMENT OR BY OUR ORAL OR WRITTEN REPORTS provided pursuant to the Agreement.
- 5) **RIGHT OF ENTRY:** Client hereby grants to MMI, or represents and warrants (including in circumstances where the site is not owned or controlled by Client) that permission has been duly granted to MMI, for a Right of Entry from time to time, and without giving prior notice, by MMI, its officers, employees, agents, consultants, and contractors or subcontractors, upon the site for the purpose of performing and with the right to perform all acts, studies, and research, including without limitation the making of test borings and other soil compilings, and the installation and sampling or groundwater monitoring wells, pursuant to the Proposal. Client represents that it possesses all necessary permits and licenses required for its activities at the site (including properties owned or controlled by Client, and properties not owned or controlled by Client).
- 6) **INSURANCE:** MMI maintains insurance coverage as follows:
 - a) Worker's Compensation Insurance - statutory
 - b) Automobile Liability Insurance - \$500,000
 - c) Commercial General Liability Insurance - \$1,000,000
 - d) Professional Errors & Omission - \$1,000,000 claims-made
- 7) **LIMITATION OF LIABILITY:** To the extent permitted by law, the total liability of MMI and MMI's officers, directors, employees, agents and independent professional associates and consultants, and any of them (hereinafter for purposes of this Section 7 referred to collectively as MMI) to Client for any and all injuries, claims, losses, expenses or damages arising out of or in any way related to MMI's services shall not exceed \$50,000 or MMI's total fee for services rendered on the project, whichever is greater, except to the extent that MMI's policies of insurance, as set forth in Section 6 of these Standard Terms and Conditions, or in any other applicable policy of insurance, provide indemnity to MMI in a greater amount, in which case the amount of the coverage available under the applicable policy or policies of insurance, taking into account any other claims against such policy or policies, shall be the limit on MMI's total liability..
- 8) **SITE WORK BY MMI:** Client will arrange for right-of-entry to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

MMI's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. MMI's field personnel will avoid hazards or utilities that are visible to them at the site. If MMI is advised in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, MMI will give special instructions to its field personnel. MMI is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions, except to the extent such damage or loss is a result of MMI's negligence. MMI will contact "Dig Safe" for public utility clearance prior to performance of any subsurface explorations. MMI cannot be held responsible for damage to utilities not located by "Dig Safe." Client agrees to indemnify MMI, its directors, officers, employees, agents and subcontractors, from any claims, suits or losses, including related reasonable attorney's fees and costs arising out of encountering utilities not located by "Dig Safe."

MMI will take reasonable precautions to minimize damage to the properties at the site caused by its operations. Unless otherwise stated in MMI's proposal, its charges do not include cost of restoration due to any related damage that may result. If Client requests MMI to repair such damage, MMI will do so at an appropriate additional cost.

Field tests or boring locations described in MMI's report or shown on sketches are based on specific information furnished by others or estimates made in the field by MMI personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in MMI's Proposal or report.
- 9) **OBSERVATIONAL WORK BY MMI:** The Proposal may include provisions for MMI to provide qualified personnel to observe and report to Client on specific aspects or phases of construction undertaken by a contractor working directly for Client and not contracted through MMI, and may include such tasks as project administration, assessment, observation, and field testing relating to such contractor's work. Under no circumstances will MMI's work include supervision or direction of the actual means, methods or work of the contractor, his employees, agents, or subcontractors, and MMI will not serve as Client's agent for any such purposes. Prior to commencement of MMI's work pursuant to this Section 9, Client shall provide contractor with a copy of this Agreement (Proposal and Standard Terms and Conditions), and Neither the presence of MMI's field representative nor the observation and testing by MMI shall excuse the contractor for defects discovered in his work, or relieve the contractor from his responsibility for ensuring site security or performing his work in accordance with the plans and specifications set forth in his contract with Client or other third party, and Client shall defend, indemnify and hold MMI harmless from and against any claims against MMI by Client's contractor or other third party arising out of or in connection with work performed by MMI pursuant to this Section 9.

MMI is not responsible for the contractor's use or administration of personnel, machinery, scaffolding, or other temporary or precautionary construction, safety precautions or procedures, for false work by the contractor, or for compliance by the contractor with the provisions, terms, or specifications of the contractor's contract with Client, or with requirements of applicable laws, regulations or ordinances, all of which remain the sole responsibility of the contractor. Observation services provided by MMI are solely for the benefit of Client.

**STANDARD TERMS AND CONDITIONS
MILONE & MACBROOM, INC.**

(PAGE 2 OF 4)

With respect to observational or reporting work performed by MMI pursuant to this Section 9, MMI is not responsible in any way for job or site health or safety matters or for any contractor's or subcontractor's failure to observe or comply with the Occupational Safety and Health Act of 1970, any regulations or standards promulgated there under, or any state, county, or municipal law or regulation of similar import or intent, all of which shall remain the sole responsibility of the contractors or subcontractors, respectively.

- 10) **CHARGE OF THE SITE:** MMI, by virtue of providing the services described in the Proposal, does not undertake responsibility for reporting to any federal, state, or local public agencies any conditions at the site that may present a potential danger to public health, safety, or the environment, except to the extent required by law. Client acknowledges that it is the property owner's responsibility, or the responsibility of other responsible parties, to notify the appropriate federal, state, or local public agencies as required by law, or otherwise to disclose, in a timely manner, any information that may be necessary to prevent any danger to public health, safety, or the environment, and Client agrees that it will timely make such reports as are required of Client by law. In the event that MMI determines that it has an independent duty pursuant to legal or ethical requirements to report a matter to a governmental authority, unless MMI in its sole and absolute discretion determines that time does not permit due to exigent circumstances, which may include requirements for immediate reporting, MMI shall provide Client with an oral or written description of the matter and the basis under which MMI understands it to be reportable, and shall provide Client with an opportunity to timely report such matter to the appropriate governmental authority in advance of or in lieu of reporting of same by MMI (if the latter is permitted by law). Client hereby agrees to release, discharge, defend, indemnify and hold MMI harmless from and against all claims, losses, suits, charges, penalties or the like of any kind, whether civil or criminal, arising out of MMI's reporting or notification to a governmental agency regarding any such matters.
- 11) **FIELD REPRESENTATIVE:** The presence of MMI's or its subcontractor's field personnel, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation and/or field testing of specific aspects of the project as authorized by Client. Should a contractor(s) not retained by MMI be involved in the project, Client will advise such contractor(s) that MMI's services do not include supervision or direction of the means, methods or actual work of the contractor(s), his employees or agents. Client will also inform contractor that the presence of MMI's field representative for project administration, assessment, observation or testing will not relieve the contractor of its responsibilities for performing the work in accordance with the plans and specifications.
- 12) **HEALTH AND SAFETY PLANS:** Where required by law, and after reviewing all data provided by Client pursuant to Section 15 of these Standard Terms and Conditions, MMI shall, at its discretion, develop and implement a site-specific health and safety plan ("HASP") for its employees working at the site. At MMI's sole and absolute discretion, subcontractors to MMI may be required to comply with the HASP developed by MMI, or may be required to develop and implement their own site-specific health and safety plan(s), copies of which shall be provided to MMI prior to the commencement of work by such subcontractors, and which shall be consistent with the HASP.

If a contractor (not a subcontractor of MMI) is involved in the project or at the site, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for working conditions on the job site, including security and safety of all persons and property during performance of the work, and compliance with all Client safety requirements and OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that MMI will not be responsible for job or site safety or security on the project, other than for MMI's employees, and that MMI does not have the duty or right to stop the work of any contractor. Under such circumstances, MMI will provide the contractor with a copy of MMI's HASP, and will modify the HASP to conform with the terms of the contractor's health and safety plan for the site if so requested by the contractor, unless the contractor requires MMI to comply solely with the terms of contractor's health and safety plan for the site as a complete substitute for MMI's HASP.

- 13) **UNFORESEEN CONDITIONS AND OCCURRENCES:** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the scope of services or the risks involved in completing MMI's services pursuant to the Agreement. If this occurs, MMI will promptly notify and consult with Client, and will act based on MMI's sole judgment where risk to MMI personnel is involved. Possible actions could include:
- a) Complete the original scope of services in accordance with the provisions or procedures originally intended in MMI's Proposal, if MMI, in its sole and absolute discretion and judgment, determines such approach to be safe and practicable;
 - b) Upon agreement with Client, modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
 - c) Terminate the Agreement and the services provided hereunder effective on the date specified by MMI in writing.
- 14) **SAMPLE DISPOSAL:** Test specimens or samples generally are consumed or substantially altered during testing and any remnants are disposed of immediately upon completion of tests. Remaining drilling samples and other specimens are disposed of 30 days after submission of MMI's report.
- a) **NON-HAZARDOUS SAMPLES.** At Client's written request, MMI will retain preservable test specimens or the residue there from for 30 days after submission of our report without imposing any storage charges. After the initial 30 days and upon Client's written request, MMI will use its best efforts to retain test specimens or samples for longer than 30 days but only for a mutually acceptable storage charge and period of time. Client agrees that MMI shall not be responsible or liable for any loss of test specimens or samples retained in storage. Client recognizes and agrees that MMI is acting as a bailee and at no time assumes title to said materials.
 - b) **HAZARDOUS OR POTENTIALLY HAZARDOUS SAMPLES.** In the event that test samples contain toxic or hazardous constituents as defined by applicable law, upon completion of any testing and temporary storage by MMI and per Client's written instructions, MMI will: 1) return such samples to Client for proper disposal; 2) using a manifest signed by Client as generator and at additional cost, have such samples transported to a location selected by Client for proper final disposal; or 3) at an additional charge per sample, dispose of such samples at a properly licensed disposal facility. Client agrees to pay all costs associated with the storage, transport, and disposal of such samples. Client recognizes and agrees that MMI is acting as a bailee and at no time assumes title to said materials.
- 15) **WASTE DISPOSAL:** If client requests MMI to containerize drilling wastes and/or fluids produced by MMI's activity ("Wastes"), Client will provide a secure temporary storage location at or near the project site to prevent tampering with such containerized Wastes. Non-hazardous Wastes will be disposed of by MMI for an additional charge at an appropriately licensed facility. Any Hazardous Wastes will be disposed of under manifest executed by Client at any properly licensed facility selected by Client. The Proposal may provide for MMI to assist Client in identifying an appropriate disposal location for such hazardous wastes. At no time will MMI take title to or act as bailee with respect to such hazardous Wastes.
- 16) **CLIENT DISCLOSURE REGARDING HAZARDOUS MATERIALS:** Client agrees to advise MMI upon execution of this Agreement of any hazardous substance or material or any other condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents or may present a potential danger to human health, the environment, or MMI's equipment. Client agrees to notify MMI immediately of new, different or additional information, as it becomes available to the Client. Client shall also, upon execution of

**STANDARD TERMS AND CONDITIONS
MILONE & MACBROOM, INC.**

(PAGE 3 OF 4)

this Agreement, provide MMI with copies of any written emergency response procedures for the site as well as information about any safety or other hazards at the site, and a copy of any written health and safety program that may exist for the site. By virtue of entering into this Agreement or providing services hereunder, MMI does not assume control of or responsibility as an operator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment, except as otherwise may be required as further described in these Standard Terms and Conditions. Unless otherwise specified in the Proposal, the Client retains final authority over safety and health issues at the site.

- 17) **ENVIRONMENTAL INDEMNITY:** In connection with toxic or hazardous substances, materials or constituents and to the maximum extent permitted by law, Client agrees to defend, hold harmless and indemnify MMI from and against any and all claims, liabilities, or judgments arising out of the site or MMI's work at the site, except to the extent finally determined by a court of law in a non-appealable ruling as being caused by MMI's negligence or willful misconduct, including but not limited to:
- a) Client's violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances, materials or constituents;
 - b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances, materials or constituents found or identified at the site;
 - c) Toxic or hazardous substances, materials or constituents introduced at the site by Client or third persons before, during or after the completion of MMI's services pursuant to the Agreement;
 - d) Allegations that MMI is a handler, generator, arranger, owner, operator, treater, storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended or any other similar federal, state or local law or regulation or law, unless MMI was expressly retained to provide such services pursuant to the Agreement; or
 - e) Any third party suit or claim for damages against MMI alleging strict liability, personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances, materials or constituents at or from the project site before, during or after completion of MMI's services under the Agreement.

- 18) **INDEMNIFICATION:** Each party shall defend, indemnify and hold harmless the other party and its directors, officers, employees, agents, consultants and subcontractors from and against any and all liabilities and damages (including but not limited to, reasonable attorney's fees and costs, and court and mediation or arbitration costs) that may hereafter be suffered by one of the parties in connection with any claim, action or right of action (at law or in equity), whether arising in a civil, criminal or administrative proceeding, because of any injury (including personal injury or death), or damage to person or property to the extent arising out of any negligent or wrongful act or actions, omissions, or failure to act on the part of the other party in connection with such party's performance pursuant to the Agreement.

MMI's liability under this section shall not exist with respect to any alleged damage or injury to subterranean structures (including, but not limited to pipes, tanks, telephone cables, and utilities) or to any existing subterranean or subsurface conditions, or any alleged injury or damage arising from or out of structures or conditions which were (1) known or should have been known to the Client, (2) not shown on the plans furnished by the Client to MMI in connection with the Agreement or otherwise disclosed to MMI in writing, or (3) not known by either party and would not reasonably have become known to MMI in the exercise of due care (including obtaining site review by Dig Safe prior to commencement of excavation at the site).

MMI's liability and obligations under this section shall not exist with respect to the past or present presence of hazardous materials, or the future presence of hazardous materials identified during these Services to be present and not removed or managed according to MMI's recommendation(s). The Client shall defend, indemnify and hold harmless MMI, its directors, officers, employees, agents, consultants, and subcontractors from and against any and all liabilities and damages (including, but not limited to, reasonable attorney's fees and costs, and court and mediation or arbitration costs) that arise out of such hazardous materials.

- 19) **EQUIPMENT CONTAMINATION:** MMI will use reasonable commercial efforts to clean its laboratory and field equipment that may become contaminated in the conduct of its services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazards encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples or waste and to charge Client for the loss. Client agrees to pay the fair market replacement value of any such equipment and reasonable disposal costs.
- 20) **DOCUMENTS:** MMI will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for any other purposes, and are subject to the following:
- a) All documents generated by MMI under this Agreement shall remain the sole property of MMI. Any unauthorized use or distribution of MMI's work shall be at Client's and recipient's sole risk. MMI may retain a confidential file copy of its work product and related documents.
 - b) If Client desires to release, or for MMI to provide, its report(s) to a third party not described above for that party's reliance, MMI will agree to such release provided MMI receives a signed, written agreement from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g., Secondary Client Agreement), which agreement shall be drafted or reviewed by MMI at Client's expense. Reports provided for disclosure of information only, without the right to rely upon such information, will not require a separate agreement. Client acknowledges and agrees to provide such third party with a copy of the Agreement and to further inform such third party that MMI's report(s) reflects conditions only at the time that MMI performed its work under the Agreement and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for MMI and by this request Client waives any such claim if MMI complies with the request.
 - c) Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purposes whatsoever. Client further agrees that documents produced by MMI pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without MMI's prior written approval.
 - d) Client shall furnish documents or information reasonably within Client's control and deemed necessary by MMI for proper performance of MMI's services under the Agreement. MMI may rely upon Client-provided documents in performing the services required under this Agreement; however, MMI assumes no responsibility or liability for the accuracy of documents provided by Client or by any other party, but is entitled to rely upon all such documents in good faith. Client-provided documents will remain the property of Client, but MMI may retain one confidential file copy as needed to support its report.

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- e) Upon Client's request, MMI's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by MMI in its files, with at least one confirmed written copy provided to Client, shall be the official base document. MMI makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors on such media brought to MMI's attention by Client. Any modifications of such magnetic copy by Client shall be Client's risk and without liability to MMI. Such magnetic copy is subject to all conditions of this Agreement.
- 21) **DISPUTE RESOLUTION:** In the event that a claim, dispute or controversy arises regarding the terms, implementation or enforcement of the Agreement, the complaining party shall provide written notice to the other party of its concern and proposed resolution of the matter. For a period of not fewer than thirty (30) days following the other party's receipt of such notice, the parties agree that their respective senior management personnel shall first use reasonable, good faith efforts to negotiate a resolution of the matter on mutually acceptable terms. If the matter is resolved on such a basis, each party shall be responsible for its own attorney's fees and costs. In the event that the claim, dispute or controversy has not been resolved by mutual agreement after the initial thirty (30) day period, by mutual consent the parties may agree to enter into either binding or non-binding mediation of the matter, and failing such agreement either party may commence litigation in a court of competent jurisdiction located in the State of New Hampshire, and both parties hereby consent to the jurisdiction of such court for all purposes and without regard to conflicts of law principles. MMI and Client hereby waive the right to trial by jury for any dispute arising under the Agreement. If the matter results in litigation, and the party that initiated the lawsuit (the "claimant") does not prevail at trial, then the claimant shall pay all of the prevailing party's costs incurred in connection with pursuing or defending the claim, including reasonable attorney's fees and costs. If the matter is resolved prior to issuance of a final, non-appealable ruling by a court of competent jurisdiction, then each party shall bear its own attorney's fees and costs incurred in connection with the matter.
- 22) **OPINIONS OF COST:** If requested, MMI will use its best efforts and experience on similar projects to provide opinions or estimates of costs for remediation or construction, as appropriate, based on reasonably available data, MMI's designs or MMI's recommendations. However, such opinions are intended to provide general information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiations unless specifically agreed otherwise, in writing between Client and MMI. Client understands that the actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond MMI's control.
- 23) **TESTIMONY:** Should MMI or any MMI employees be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and MMI is not a party to the dispute, then MMI shall be compensated by Client for the associated reasonable expenses and labor for MMI's preparations and testimony at - labor unit rates that are 1.5 times MMI's standard rates for such personnel, and expenses at MMI's customary rates. Client agrees that such payments shall be in addition to any witness fees specified by law to which MMI shall be entitled, regardless of by whom paid.
- 24) **EXPERT TESTIMONY:** MMI personnel may provide expert testimony if so specified in the Proposal. Unless otherwise specified in such Proposal, MMI's rates for labor for preparation, depositions, trial testimony, report preparation, and all other related matters shall be 2.0 times MMI's standard rates for such personnel, and related expenses shall be charged at MMI's customary rates.
- 25) **CONFIDENTIALITY:** MMI will maintain as confidential any documents or information provided by Client which are identified to MMI by Client as being confidential or proprietary, and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client unless exigent circumstances exist that prevent MMI from providing such notice in advance to Client.
- 26) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the State of New Hampshire, without regard to conflicts of laws principles.
- 27) **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS:** The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Client Purchase Orders, Work Orders, etc, and that such forms may be issued by Client to MMI as a matter of convenience to the Parties without altering any of the terms or provisions hereof.
- 28) **SURVIVAL:** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and MMI shall survive indefinitely the completion of the services and the termination of this Agreement.
- 29) **SEVERABILITY:** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
- 30) **ASSIGNMENT:** This Agreement may not be assigned by either party except by a written instrument signed by both parties.
- 31) **INTEGRATION:** This Agreement (including the Proposal and the Standard Terms and Conditions) constitutes the entire Agreement between the parties and cannot be modified or amended except by a written instrument signed by both parties.
- 30) **EXCLUDED SERVICES:** Unless otherwise specified in the Proposal, the services to be performed pursuant to the Agreement do not include the reporting, investigation, evaluation, assessment or analysis of:
- a) mold, yeast, spores, fungus or avian guano in or on the site, including but not limited to structures and appurtenant features, whether surficial, covered or buried in the environment, and regardless of whether in plain view or hidden from view, or;
 - b) asbestos in or on structures and appurtenant features (including in building materials), surficial or buried asbestos in the environment, or polychlorinated biphenyls (PCBs) in transformers, capacitors and other electrical (or non-electrical) devices or containers, or their spillage or leakage onto surfaces or into the environment. MMI may identify in its report a recommendation to perform evaluations or analyses for asbestos or PCBs if, in MMI's professional judgment, there is a reasonable potential for such materials to exist on the site.