

JOINT SPECIAL SCHOOL BUILDING COMMITTEE

Thursday, April 2, 2020
Online / Nashua City Hall Auditorium
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

ROLL CALL

PREVIOUS MEETING MINUTES APPROVAL – *January 23, 2020*

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. Harvey Construction #20-003, \$5,000.00 (Phase 1)
 - b. Harriman #2001117, \$22,348.45 (FMS)
 - c. Harriman #2001118, \$16,319.46 (PMS)
 - d. Harriman #2001151, \$9,214.08 (New MS)
 - e. Harriman #2002044, \$59,891.52 (New MS)
 - f. Harriman #2002046, \$48,914.18 (FMS)
 - g. Harriman #2002047, \$32,563.60 (PMS)
 - h. HSI, #16517, \$16,059.45 (FMS)
4. RFP – Commissioning Services
5. FMS – Willams Scotsman Lease Agreement
6. Enrollment Projection Overview
7. Budget Overview

COMMENTS BY COMMITTEE MEMBERS

NON-PUBLIC SESSION, IF NEEDED

ADJOURNMENT

Upcoming meeting: Thursday, April 23, 2020

**JOINT SPECIAL SCHOOL BUILDING COMMITTEE
THURSDAY, JANUARY 23, 2020
NHS NORTH BOARD ROOM**

A meeting of the JSSBC was held at Nashua High North on **Thursday, January 23, 2020**. Alderman Dowd called the meeting to order at **7:15 p.m.** Mr. Guarino led the prayer, and Alderwoman Lu led the Pledge of Allegiance.

Present: Alderman Dowd, Alderwoman Wilshire, Alderwoman Klee, Alderwoman Lu, Alderwoman Harriott-Gathright, Ms. Raymond, Mr. Guarino, Ms. Bishop, Ms. Brown, Ms. Giglio

Also Present: Ms. Fitzpatrick, Mr. Donovan, Mr. Smith, Ms. Johnson, Mr. Lee, Mr. Ouellette, Mr. Dubois,

This meeting and Presentation can be 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

ELECTION OF A JSSBC CHAIRMAN FOR THE 2020-2022

ALDERMAN WILSHIRE MOVED TO NOMINATE ALDERMAN DOWD AS CHAIR OF THE JSSBC.

No further nominations made

ALDERMAN WILSHIRE MOVED TO CLOSE NOMIONATIONS.

SO VOTED.

Alderman Dowd elected Chair of the JSSBC by unanimous roll call vote.

ELECTION OF A VICE CHAIRMAN

MS. RAYMOND MOVED TO NOMINATE MR. GUARINO AS VICE-CHAIR OF THE JSSBC.

No further nominations made

ALDERMAN WILSHIRE MOVED TO CLOSE NOMIONATIONS.

SO VOTED.

Mr. Guarino elected Vice-Chair of the JSSBC by unanimous roll call vote.

PREVIOUS MEETING MINUTES APPROVAL – November 21, 2019

Ms. Raymond moved that the minutes of the JSSBC meeting held on Thursday, **November 21, 2019** be accepted, placed on file, and the reading be waived. **So voted.**

REMARKS BY CHAIRMAN**Alderman Dowd**

Welcome to the start of the detail design phase of the Middle School Project, and meeting number 1 of the 2020-2022 Legislative Session. Thank you for selecting me Chair of the committee for this important phase of the project. We will do our best to get it done on time and under budget.

For all the new members, getting ready for the JSSBC meetings, please read up on the projects on the Nashua Website and get as much information as you can. In preparation for these meetings, review minutes of the previous minutes and review any attachments to the minutes. Typically in years past we had 18 members of the committee, and a couple of years ago we changed that because it was extremely hard to get quorums, especially in the summer. So now we have 10 members. In discussions with former Alderman McCarthy, we had determined that when we got into the Middle School Project we would not have a Construction Projects Committee, because if that were 6 members it would be a quorum of this committee, which wouldn't make any sense. So, all decisions for this project will be made at this committee. However, we are going to have an Executive Committee, because we can't go 30 days without meeting with the contractors. Typically there are questions they have for us, and we have to meet with them. So I'd like to have the President of the BOA and the President of the BOA join myself in any meetings we have with the contractors. So, unless there are any objections from anyone, that's the way that we'll proceed. In the last session we gave Mr. Smith approval for up to \$5,000 and approval to the Chair for up to \$50,000. If no one has any objections, we'd like to keep that going through 2022.

And welcome to all new members.

REMARKS BY SCHOOL ADMINISTRATION**Ms. Fitzpatrick**

Just an update that on January 31st, the architects are coming to FMS to meet with the staff that are specifically affected by the renovations, and the Principal, Assistant Principal and myself. And then they'll be meeting with the entire faculty on February 5th.

Alderman Dowd

And we'll be having numerous meetings with various groups as we go through this process. I think it's best if we try and keep the ones that available for the public to attend, on the School Website. So if we could just make sure that that happens.

Ms. Fitzpatrick

I've sent the email, and I'll make sure that that happens.

Mr. Smith

On the same lines, we've scheduled an Abutter's Forum on March 19th at 7:00 p.m. at Bicentennial Elementary School, most likely in the cafeteria. And that's meant to be for the people that live around the proposed new middle school; Medallion Court, Cherrywood and those places.

Alderman Dowd

It's our intent to have many meetings with the neighborhood as we go through this process. We are going to be commencing in this detail design phase first at FMS, followed closely with PMS. Because PMS needs to be completed before the new school opens. And then we'll be working on the new school.

Alderwoman Klee

With the new redesign of the Nashua.edu a lot of things are missing, including the Middle School Project.

Ms. Raymond

I can speak to that. So the website is still under construction. It is up and a lot of things are running, but some are not yet. So they're doing weekly upgrades. If anybody needs anything, you can email myself, or BOE@nashua.edu or you can email the Superintendent's office and we can send you the information that you're doing. But in the meantime, our IT Department has asked that we be a little patient until they get all of the details and all of the links working on the website.

Alderwoman Klee

With the public wanting to be able to see this at all times, I really would like to see this become a priority. I personally have gotten three phone calls about this not being on there. I would like the public to know that we're working on it.

Ms. Raymond

I would like to point out that our new Website has been up for 4 days. So there's absolutely no malveillance here, it certain is a priority. We're very excited about this project. We want the public to know what's going on, and we want the public's input so we get it right. \$120 million is a lot of money for people to be unhappy. So we want people to be satisfied at the end of this. Having said this, it's the 4th day. And so IT is aware, and I've spoken to the Superintendent about it earlier today, and he said they're doing weekly upgrades. We also don't want the system to be down for teachers, which is what happens during upgrades. So we want to make sure that we're doing this in a way that works for everybody.

ITEMS FOR DISCUSSION AND APPROVAL OF INVOICES***Architect's Report - Harriman*****Mr. Lee**

We're very excited to work with all of you and the new folks that are coming on board, in Phase II of the project. We'll give you a recap of Phase I, which was ultimately to arrive at the scope of the project which allowed Harvey Construction to determine what the cost of that work is expected to be. Jamie Oullette, who is the Project Manager and Architect at Harriman will guide us through that concept design overview. We'll also cover the anticipated project schedule for the 3 school projects.

It began with looking at what it would look like if we tried to renovate EMS rather than build a new school. That was the primary objective at the beginning. Then we began looking comprehensively at all 3 middle schools in the district and how they're serving the needs of Nashua's middle school students. And how they support education and development in today's world. The other consideration was to evaluate the schools for an approximately equal population of 800 in each school. That was really the guiding task of the study. To do all we met with several user groups, including the administrators of the schools themselves as well as at the district level. Ms. Fitzpatrick was key in helping us with that aspect of it. We also met with the Middle School Steering Committee and several departments including the SPED Director and CTE Director. It was really important to see how these pathways line up from the middle schools to the high schools. We also met with the Athletic Director, Safety & Security, and several folks in the City including Fire, Police, City Engineers, Planners and the Department of Public Works. We got their feedback and thoughts incorporated before we really dug into any design. We also met with this JSSBC body, the BOE and the BOA, particularly as we got closer to a decision on what this project ultimately would be.

In addition to that we surveyed the teachers and staff at all the middle schools. So we invited the participation of all staff in a very direct way. Then we facilitated several community forums. Some here and some around the city. In addition to all that work, we also inventoried all of these spaces. So we had architects and engineers go through all the buildings to really understand the condition of the systems, and what we could address, what needed to be addressed and help us prioritize the work that would be included in the project. So that all culminated in what we call a concept design. The first phase is the schematic design phase, which we're in right now. Then is the design development phase, followed by the final phase is called the construction document phase. We're now at a stage where we're going to get a lot more involvement with the actual folks who are in those spaces that we're going to be impacting. But we're also going to solicit information from everyone as we move forward, and keep everyone abreast of our progress. So with that I'll turn it over to Jamie to guide us through the concept design.

Mr. Oullette

Went through Concept Design Phase in PowerPoint Presentation, which can be viewed on the Minutes Page in the "Attachments" link, and watched at: <http://nashua.ezstream.com>

Ms. Raymond

I spoke with some PMS staff yesterday, and a lot of them were questioning when their opportunity would be to give their feedback and the conceptual design. Because there's some concerns about things like band space, storage, library space, etc. Is there a timeline for that at this point?

Mr. Oullette

Yes. So FMS is kind of the fastest out of the gate, so we're working most diligently in that one right now. We're getting some meetings set up for FMS now, and then quickly following that will be PMS and we'll start having meetings with the staff. I think at this point we're thinking like March or maybe into April.

Alderwoman Klee

I did have a call about FMS. Is part of this plan to update their HVAC system?

Mr. Oullette

I can't recall exactly what we're doing to the mechanical systems. There are definitely some upgrades there where the Admin area is being reworked, for sure and some of the internal spaces are being looked at. I'd have to look at my scope and be sure. But I'll follow up on there.

Alderwoman Klee

Thank you. I just wanted to put that out, because that is one of their concerns... temperature control and so on.

Mr. Oullette

Sure.

Mr. Lee

Went through Next Steps slides in PowerPoint Presentation

So, we're anxious to be able to really roll up our sleeves and dig in. And we're looking forward to our monthly updates with you folks, so you can continue to ask us questions as the design unfolds, and we'll share more information with you. We're more than happy to answer any additional questions.

Mr. Guarino

You said that most of the decisions about design are going to be made at the end of Phase II. I would like to see our regular BOE meetings have updates specifically on this project. And I would like to get all of the members of the BOE on the same page, or at least a consensus, on the design. So the opportunities for influencing the design, from the BOE are going to come in that Phase II?

Mr. Lee

There'll be opportunities because the designs are staggered. So as we go through the really important design areas, I think it's appropriate for us to bring updates to the BOE. So we'll coordinate that with Alderman Dowd.

Mr. Guarino

Yeah, I'd like to see that. That way the BOE members who are not here, can ask questions and we can have their voice included on the design.

Alderman Dowd

The schools are being built for education, so the BOE and the school administration have the primary input, as well as staff. And we'd like you to come to consensus as we go through the detailed design phase on what you want to see. But at some point it's going to be locked in, and far too expensive to go back and change things. So there will be adequate time on decision making for the BOE and the administration, and input to the architects.

Mr. Guarino

Thank you.

Ms. Raymond

I'm just hearing a lot of unrest amongst our staff and our families. And fear that the project is moving too quickly and fear that they're not going to have time for their input. Concerns about the BOE only having this meeting, and not having more contact with the architect. So I think as we move forward into this next phase, we're off to a good start with the schedules that you have worked out with Ms. Fitzpatrick and FMS. But I will probably be asking, as I join this Executive Committee, for perhaps more time or to be able to attend more things so we can make sure that the stakeholders at the school level are involved. Because again, it's so much money from the Nashua taxpayers, we want to make sure that we get what we want out of it and what's best for our kids.

Alderwoman Klee

I'm very glad that we're going to have some more community input meetings. At the last meeting there was a teacher who spoke up about how, in the concept design her room looked more like a hallway or pass through. And I know that was addressed, and you said you would revisit that and look it. And I think that's a great thing. I also heard concerns from the community about anxiety around the emergency route going through their communities, etc. And I want to speak to the public now; I do think you guys are listening and I do think that you're going to take things into consideration. But you're not going to know about it unless they bring it to your attention. So thank you to those communities.

Ms. Giglio

I read the details of the November 21st meeting. One thing that jumped out at me was the concern about the fog in the area of the new school. I know we can't do anything about Mother Nature, but I don't know if the fog is a situation that will change if there's a building there instead of fields. Is someone looking into that?

Mr. Lee

I believe the comment about the fog had to do with the visibility at a few of the intersecting roads in the area of Cherrywood. And I think what we will be carefully looking at is the impact of where we access the site, and making sure that that's a very safe design in the way that people are brought to the primary access off Buck Meadow Road, and making that as safe as we can. You're right, we can't control the fog. But we'll do our best to make sure that everything we do is very safely designed and thoughtful. So we have a transportation engineer that's going to assist us in how we design the access drive into the site.

Mr. Donovan

I live right near there, so I drive by where the entrance will be every day. The fog is mostly where the wetlands is. The wetlands won't move, so there will still be fog. But as Mark mentioned, it's where you put the drive... because that's a low area, and then it jumps up pretty quick after that. So I think that will be the key.

Alderman Dowd

Okay, now we'll get the Construction Manger's report from Carl DuBois.

*Construction Manager's Report - Harvey***Mr. DuBois**

I don't have much to add. We're busy behind the scenes right now looking at FMS and developing a phasing plan that we can pass by the folks at Harriman and Shawn, and then eventually the school. We take a swing at it first in terms of what we think we can get accomplished. And then we sit down with the Principal to have him or her understand our approach, and see if it's feasible. It's a back and forth for a time being to try and get it so everyone understands how we're going to get through the building, and we're going to separate ourselves from the students. We do that all the time... and how we're going to provide a safe construction site.

FMS is the first school coming out of the gate this summer. It's one of the more difficult ones. I've been involved with all of the elementary school renovations, and they were much easier than this. And the reason being that was used the concept we came up with in terms of building the gymnasium into temporary classrooms. So we created our own swing space. But I'm trying to get my arms around is, what do we have for swing space at FMS? Though it doesn't always appear on the surface, but as you start digging into it, there's usually some empty classrooms during the course of the day at all the schools that I've been involved with. So we're getting prepared for a preliminary review on February 5th in terms of unveiling our first thought process on how we do that. And we'll do that at all 3 schools.

For right now for us until the documents come along, we've been behind the scenes looking at scheduling and phasing and trying to get those things underway. As it's been said, it will be FMS, PMS and then the new school. And as we've done in the elementary schools, we have no problem holding a community forum and a teacher/staff forum. Where we'll sit down and walk through how we're going to approach the construction, so they understand. Change is difficult... it's human nature for people to have difficulty with change. And I'll be the first to admit, construction is disruptive. We try to minimize that as much as possible, and we understand that school still has to go on. That's the primary focus, so we try to take a hard look at where we need temporary sound partitions so students can still learn, and how we maintain proper and adequate fire access for fire drills, and all of that. And we'll work with the Principals so they know the new fire drill routes. And when we have a plan, we'll also sit down with the Fire and Police Departments, so they understand fully what's going to happen. We try to operate so that there are no surprises, and it always come down to just proper and good communication with everyone.

APPROVAL OF INVOICES**Alderman Dowd**

One of the more important things we do at the JSSBC is approval invoices, and they can't be paid until we get approval from this committee. We have one this evening that Mr. Smith will present.

RPF Environmental #1994611, \$12,115.00

Mr. Smith

We have one invoice from RPF Environmental for \$12,115. This was from Phase I when we needed to hire an industrial hygienist to come and look at the schools. So they identify all the potentially hazardous materials, which has all been documented and will be on the website. So this is payment for that report.

Alderman Dowd

You'll notice that this is on a sheet for the first part of the project that concluded on December 31, 2019. And we're going to be breaking out the different schools into different projects and budgets. So we'll allocate the invoices to that particular part of the project and bring them forward to each meeting. Right now I need a motion for payment of \$12,115 to RPF Environmental.

ALDERWOMAN WILSHIRE MOVED TO APPROVE PAYMENT TO RPF ENVIRONMENTAL, IN THE AMOUNT OF \$12,115.

SO VOTED.

CONTRACT APPROVAL

Alderman Dowd

We also do a good amount of contract approval at this committee. So every time there is a new contract it will come before this committee for approval. When you get your packets, please review things and feel free to ask any questions either before hand or during this meeting.

Hayner-Swanson, Change Order #2, \$16,300.00

Mr. Smith

A little quick tutorial... so in construction you have hard costs and soft costs. Hard costs are primarily what Harvey Construction is going to be billing us for. And after all the construction drawings are finished, Harvey will come up with a something called a Guaranteed Maximum Price (GMP). Both Harvey and us, and the architect have contingency amounts to cover any unforeseen expenses. Soft construction costs are pretty much everything else.

So we've already bid out the work for the surveyors and the Geotech. And they stay with them through the entire contract. So the first one I'm introducing is Hayner-Swanson. They're a Nashua firm and did a lot of surveying for us in Phase I. And then the architect identified additional survey work that needed to be done at FMS, and we sent that to Hayner-Swanson and received the bid that's included in your packet. So this one is not to exceed \$16,300 and I recommend that we proceed with that change order.

ALDERWOMAN WILSHIRE MOVED TO APPROVE CHANGE ORDER #2 WITH HAYNER-SWANSON, IN THE AMOUNT OF \$16,300.

Mr. DuBois explained contingency budgets for the new Board members

Ms. Brown

Do you see more contingency budgets more frequently used during renovations of existing spaces or new builds?

Mr. DuBois

Obviously renovations are more difficult, because you don't know everything at how a school was originally constructed. So your contingency would be a little greater on a renovation than a new project. Once you're out of the ground on a new project, I like to see we're almost home free at that point in time. At that point, then we start talking as the project unfolds and we move forward. Yes, it's our contingency to manage the risk but it's the city's money. And we look at it, that it's not right to get to the very end and give you back a pot of money that you might have wanted to have applied that elsewhere, or back into the project. So we will have discussions ongoing many, many times on where we are in contingency, how you want to spend it... do you want to save it or roll it into the next project or keep it as an additional contingency? They'll be many discussions on that going forward, you can count on that.

Alderman Dowd

So all contingencies will be approved at this committee. And which contingency it will come out of, will also be done here. I can tell you that working with Harriman and Harvey, there's never been any real issues. When we built

these 2 high schools there were hundreds of change orders. If you're going to buy blue chairs instead of green chairs, that's a change order. Not all change orders are an expense; sometimes we get credit for it. But that will all be part of the budget process. And at the end of the project, if we have money left over in the contingency there are a number of things we can do with it.

Voting on Motion:

ALDERWOMAN WILSHIRE MOVED TO APPROVE CHANGE ORDER #2 WITH HAYNER-SWANSON, IN THE AMOUNT OF \$16,300.

SO VOTED.

Mr. Smith

I have one more contract to award. This was not in your packet, but it was emailed to everybody. The company is Milone & MacBroom. They are a Geotechnical Engineer. They've already done a fair amount of work for us this past summer for Phase I. This is for Phase II, where the architect has identified some additional areas they'll be working in that needs more data. So they've received the description from Harriman and are proposing to do the work for no more than \$5,600.

ALDERWOMAN WHILSHIRE MOVD TO APPROVE THE CONTRACT WITH MILONE & MACBROOM FOR GEOTECHNICAL SERVICES, IN AN AMOUNT NOT TO EXCEED \$5,600.

SO VOTED.

BUDGET OVERVIEW

Mr. Smith

As Mr. Donovan mentioned, we're going to be looking at separate financial sheets for each of the 3 schools. We're hoping they'll be state aid down the line, so we have to keep track of the funds separately. There are 5 financial sheets in your packet.

Mr. Smith went through the financial sheets, which can be viewed in the Minutes Page in "Attachments" link

COMMENTS BY THE PUBLIC

None.

COMMENTS BY COMMITTEE MEMBERS

None.

Alderwoman Wilshire moved to adjourn. **So voted at 8:22 p.m.**

Submitted by Jacki Waters



10 Harvey Road
Bedford, NH 03110
P: (603) 624-4600
F: (603) 668-0389
harveyconstruction.com

INVOICE

DATE 1/27/2020
INVOICE: 20-003

BILL TO:
Nashua School District
141 Ledge Street
Nashua, NH 03060

JOB: 2019-006A
PO: 146520

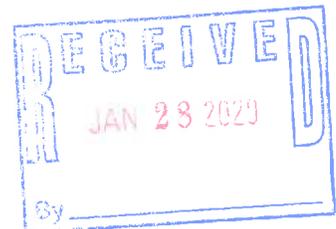
Attn: Accounts Payable
nsdaccountspayable@nashua.edu

DESCRIPTION	HOURS	RATE	AMOUNT
Nashua Middle School Pre Construction Services			
Previously Billed -\$27,500			
Remaining to Bill			\$5,000.00
TOTAL DUE:			\$5,000.00

Terms: Net 30

Make All Checks Payable to Harvey Construction Corporation

THANK YOU FOR YOUR BUSINESS





46 Harriman Drive
 Auburn, ME 04210
 207.784.5100 telephone
 INVOICE

Shawn Smith
 Director of Plant Operations
 Nashua School District
 141 Ledge Street
 Nashua, NH 03060

January 31, 2020
 Project No: 20321
 Invoice No: 2001117

Project 20321 Nashua School District, Fairgrounds Middle School Addition and Renovation
 PO 155073
 Professional Services from January 1, 2020 to January 31, 2020

Phase	00	Base Fees				
Fee						
Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Schematic Design	89,790.00	30.00	26,937.00	0.00	26,937.00	
Study Fee Credit	-15,472.00	30.00	-4,641.60	0.00	-4,641.60	
Design Development	119,720.00	0.00	0.00	0.00	0.00	
Construction Documents	209,510.00	0.00	0.00	0.00	0.00	
Bidding & Negotiations	29,930.00	0.00	0.00	0.00	0.00	
Construction Administration	149,650.00	0.00	0.00	0.00	0.00	
FFE	21,500.00	0.00	0.00	0.00	0.00	
Total Fee	604,628.00		22,295.40	0.00	22,295.40	
Total Fee						22,295.40
Total this Phase						\$22,295.40

Phase	ZEXP	Expenses			
Reimbursable Expenses					
Rmb Travel					
1/20/2020	Briggs, Jeremie	Site Visit - Tolls			14.00
Rmb Meals					
1/20/2020	Ouellette, Jamie	Site Visit - Meal			34.23
	Total Reimbursables		1.1 times		48.23
					53.05
Billing Limits		Current	Prior	To-Date	
Total Billings		53.05	0.00	53.05	
Limit				29,930.00	
Remaining				29,876.95	
Total this Phase					\$53.05
Total this Invoice					\$22,348.45

TERMS: Net 30 Days 1.5% Interest (18% Annually) will be charged on accounts over 30 days past due.



46 Harriman Drive
 Auburn, ME 04210
 207.784.5100 telephone
 INVOICE

Shawn Smith
 Director of Plant Operations
 Nashua School District
 141 Ledge Street
 Nashua, NH 03060

January 31, 2020
 Project No: 20322
 Invoice No: 2001118

Project 20322 Nashua School District, Pennichuck Middle School Addition and Renovations
 PO 155075
 Professional Services from January 1, 2020 to January 31, 2020

Phase	00	Base Fees				
Fee						
Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Schematic Design	196,170.00	10.00	19,617.00	0.00	19,617.00	
Study Fee Credit	-33,352.00	10.00	-3,335.20	0.00	-3,335.20	
Design Development	261,560.00	0.00	0.00	0.00	0.00	
Construction Documents	457,730.00	0.00	0.00	0.00	0.00	
Bidding & Negotiations	65,390.00	0.00	0.00	0.00	0.00	
Construction Administration	326,950.00	0.00	0.00	0.00	0.00	
FFE	47,000.00	0.00	0.00	0.00	0.00	
Total Fee	1,321,448.00		16,281.80	0.00	16,281.80	
Total Fee						16,281.80
Total this Phase						\$16,281.80

Phase	ZEXP	Expenses			
Reimbursable Expenses					
Rmb Meals					
1/20/2020	Ouellette, Jamie	Site Visit - Meal			34.24
	Total Reimbursables		1.1 times		34.24
					37.66
Billing Limits		Current	Prior	To-Date	
Total Billings		37.66	0.00	37.66	
Limit				65,390.00	
Remaining				65,352.34	
Total this Phase					\$37.66
Total this Invoice					\$16,319.46

TERMS: Net 30 Days 1.5% Interest (18% Annually) will be charged on accounts over 30 days past due.



46 Harriman Drive
 Auburn, ME 04210
 207.784.5100 telephone
 INVOICE

Shawn Smith
 Director of Plant Operations
 Nashua School District
 141 Ledge Street
 Nashua, NH 03060

January 31, 2020
 Project No: 20320
 Invoice No: 2001151

Project 20320 Nashua School District, **New Middle School**
Professional Services from January 1, 2020 to January 31, 2020

Phase 00 Base Fees
 Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	554,880.00	2.00	11,097.60	0.00	11,097.60
Study Fee Credit	-94,176.00	2.00	-1,883.52	0.00	-1,883.52
Design Development	739,840.00	0.00	0.00	0.00	0.00
Construction Documents	1,294,720.00	0.00	0.00	0.00	0.00
Bidding & Negotiations	184,960.00	0.00	0.00	0.00	0.00
Construction Administration	924,800.00	0.00	0.00	0.00	0.00
FFE	16,200.00	0.00	0.00	0.00	0.00
Total Fee	3,621,224.00		9,214.08	0.00	9,214.08

Total Fee 9,214.08

Total this Phase \$9,214.08

Total this Invoice **\$9,214.08**

TERMS: Net 30 Days 1.5% Interest (18% Annually) will be charged on accounts over 30 days past due.



46 Harriman Drive
 Auburn, ME 04210
 207.784.5100 telephone
 INVOICE

Shawn Smith
 Director of Plant Operations
 Nashua School District
 141 Ledge Street
 Nashua, NH 03060

February 29, 2020
 Project No: 20320
 Invoice No: 2002044

Project 20320 Nashua School District, **New Middle School**
 Professional Services from February 1, 2020 to February 29, 2020

Phase	00	Base Fees				
Fee						
Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Schematic Design	554,880.00	15.00	83,232.00	11,097.60	72,134.40	
Study Fee Credit	-94,176.00	15.00	-14,126.40	-1,883.52	-12,242.88	
Design Development	739,840.00	0.00	0.00	0.00	0.00	
Construction Documents	1,294,720.00	0.00	0.00	0.00	0.00	
Bidding & Negotiations	184,960.00	0.00	0.00	0.00	0.00	
Construction Administration	924,800.00	0.00	0.00	0.00	0.00	
FFE	16,200.00	0.00	0.00	0.00	0.00	
Total Fee	3,621,224.00		69,105.60	9,214.08	59,891.52	
Total Fee						59,891.52
					Total this Phase	\$59,891.52
					Total this Invoice	\$59,891.52

Outstanding Invoices

Number	Date	Balance
2001151	1/31/2020	9,214.08
Total		9,214.08

TERMS: Net 30 Days 1.5% Interest (18% Annually) will be charged on accounts over 30 days past due.



46 Harriman Drive
 Auburn, ME 04210
 207.784.5100 telephone
 INVOICE

Shawn Smith
 Director of Plant Operations
 Nashua School District
 141 Ledge Street
 Nashua, NH 03060

February 29, 2020
 Project No: 20321
 Invoice No: 2002046

Project 20321 Nashua School District, Fairgrounds Middle School Addition and Renovation
 PO 155073

Professional Services from February 1, 2020 to February 29, 2020

Phase	00	Base Fees				
Fee						
Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Schematic Design	89,790.00	95.00	85,300.50	26,937.00	58,363.50	
Study Fee Credit	-15,472.00	95.00	-14,698.40	-4,641.60	-10,056.80	
Design Development	119,720.00	0.00	0.00	0.00	0.00	
Construction Documents	209,510.00	0.00	0.00	0.00	0.00	
Bidding & Negotiations	29,930.00	0.00	0.00	0.00	0.00	
Construction Administration	149,650.00	0.00	0.00	0.00	0.00	
FFE	21,500.00	0.00	0.00	0.00	0.00	
Total Fee	604,628.00		70,602.10	22,295.40	48,306.70	
			Total Fee			48,306.70
				Total this Phase		\$48,306.70

Phase	ZEXP	Expenses			
Reimbursable Expenses					
Rmb Travel					
1/31/2020	Waugh, Emilie	Meeting - Mileage			5.35
1/31/2020	Waugh, Emilie	Meeting - Tolls			.50
1/31/2020	Ouellette, Jamie	Meeting - Tolls			14.90
2/4/2020	Commerce Bank	Jeremie Briggs - Car Rental			197.18
		01/17/20			
2/4/2020	Commerce Bank	Jamie Ouellette - Car Rental			334.32
		01/17/20			
	Total Reimbursables			1.1 times	552.25
					607.48
Billing Limits					
		Current	Prior	To-Date	
Total Billings		607.48	53.05	660.53	
Limit				29,930.00	
Remaining				29,269.47	
			Total this Phase		\$607.48

Project	20321	Nashua School District, Fairgrounds Midd	Invoice	2002046
			Total this Invoice	\$48,914.18

Outstanding Invoices

Number	Date	Balance
2001117	1/31/2020	22,348.45
Total		22,348.45

TERMS: Net 30 Days 1.5% Interest (18% Annually) will be charged on accounts over 30 days past due.



46 Harriman Drive
 Auburn, ME 04210
 207.784.5100 telephone
 INVOICE

Shawn Smith
 Director of Plant Operations
 Nashua School District
 141 Ledge Street
 Nashua, NH 03060

February 29, 2020
 Project No: 20322
 Invoice No: 2002047

Project 20322 Nashua School District, **Pennichuck Middle School** Addition and Renovations
 PO 155075

Professional Services from February 1, 2020 to February 29, 2020

Phase 00 Base Fees
 Fee

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Schematic Design	196,170.00	30.00	58,851.00	19,617.00	39,234.00
Study Fee Credit	-33,352.00	30.00	-10,005.60	-3,335.20	-6,670.40
Design Development	261,560.00	0.00	0.00	0.00	0.00
Construction Documents	457,730.00	0.00	0.00	0.00	0.00
Bidding & Negotiations	65,390.00	0.00	0.00	0.00	0.00
Construction Administration	326,950.00	0.00	0.00	0.00	0.00
FFE	47,000.00	0.00	0.00	0.00	0.00
Total Fee	1,321,448.00		48,845.40	16,281.80	32,563.60
Total Fee					32,563.60
Total this Phase					\$32,563.60
Total this Invoice					\$32,563.60

Outstanding Invoices

Number	Date	Balance
2001118	1/31/2020	16,319.46
Total		16,319.46

TERMS: Net 30 Days 1.5% Interest (18% Annually) will be charged on accounts over 30 days past due.



Civil Engineers/Land Surveyors

3 Congress Street 131 Middlesex Turnpike
Nashua, New Hampshire 03062 Burlington, Massachusetts 01803
(603) 883-2057 (781) 203-1501
www.hayner-swanson.com

P.O.# 154914

CITY OF NASHUA JOINT SPECIAL SCHOOL BLDG COMMITTEE
141 LEDGE STREET
NASHUA, NH 03060

Invoice number 16517
Date 03/02/2020

Project 5640 FAIRGROUNDS MIDDLE SCHOOL

Professional Services through 03/01/2020

PROFESSIONAL SERVICES

Table with 5 columns: Description, Date, Hours, Rate, Billed Amount. Rows include CAD Technician I, Principal Surveyor, LLS, Senior Surveyor, LLS, and Topographic Survey.



Civil Engineers/Land Surveyors

3 Congress Street 131 Middlesex Turnpike
Nashua, New Hampshire 03062 Burlington, Massachusetts 01803
(603) 883-2057 (781) 203-1501
www.hayner-swanson.com

CITY OF NASHUA JOINT SPECIAL SCHOOL BLDG COMMITTEE
Project 5640 FAIRGROUNDS MIDDLE SCHOOL

Invoice number 16517
Date 03/02/2020

Invoice total **16,059.45**

REMITTANCE ADDRESS: 3 Congress Street, Nashua, NH 03062

TERMS: Payment upon receipt - 1 1/2% per month on balance. 18% annually.

PLEASE MAKE REFERENCE TO PROJECT & INVOICE NUMBER WHEN SUBMITTING PAYMENT.

**Nashua Joint Special School Building Committee
FINANCIAL REPORT**

Middle School Construction and Renovation Project

For Period Ending February 29, 2020

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	\$5,000.00	\$32,500.00	\$94,899,719.00
Architect & Engineering Fees	\$6,184,351.46	\$147,457.46	\$189,251.29	\$336,708.75	\$5,847,642.71
Geotechnical Services	\$135,640.00	\$20,640.00	\$0.00	\$20,640.00	\$115,000.00
Surveying Services	\$152,281.02	\$67,281.02	\$16,059.45	\$83,340.47	\$68,940.55
Industrial Hygienist	\$114,200.00	\$14,200.00	\$0.00	\$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	\$0.00	\$200,000.00
Relocation Expenses	\$1,650,000.00	\$0.00	\$0.00	\$0.00	\$1,650,000.00
Commissioning Services	\$385,000.00	\$0.00	\$0.00	\$0.00	\$385,000.00
FF&E	\$5,142,821.00	\$0.00	\$0.00	\$0.00	\$5,142,821.00
IT Infrastructure	\$2,743,478.00	\$0.00	\$0.00	\$0.00	\$2,743,478.00
Security & Projection Systems	\$600,000.00	\$0.00	\$0.00	\$0.00	\$600,000.00
Energy Efficiency Rebates	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Property Assessment Svcs	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
Owner & Architect Contingency	\$8,019,509.52	\$0.00	\$0.00	\$0.00	\$8,019,509.52
Adding totals by project descriptions	\$120,300,000.00	\$315,078.48	\$210,310.74	\$525,389.22	\$119,774,610.78

	Expended to Date	Invoices for Approval	Total
Harvey Construction	\$27,500.00	\$5,000.00	\$32,500.00
Harriman A&E	\$147,457.46	\$189,251.29	\$336,708.75
Hayner-Swanson	\$67,281.02	\$16,059.45	\$83,340.47
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	\$12,115.00	\$0.00	\$12,115.00
Desmairis Environmental	\$2,085.00	\$0.00	\$2,085.00
	\$315,078.48	\$210,310.74	\$525,389.22

R-19-191	\$118,000,000.00
Prior Authorizations	\$2,300,000.00
Total - MS Project	\$120,300,000.00

Harvey Construction GMP	\$0
Total Harvey Construction Contract	\$0.00

MS Phase1

Middle School Project - Phase One

For Period Ending February 29, 2020

Project # 1175.91.19.30

Description	Proposed Budget	Expended to Date	Invoices for Approval	Total	Remaining Balance
Construction Manager	\$32,500	\$27,500.00	\$5,000.00	\$32,500.00	\$0.00
Architect & Engineering Fees	\$147,457	\$147,457.46	\$0.00	\$147,457.46	\$0.00
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	\$14,200.00	\$0.00	\$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	\$0	\$0.00		\$0.00	\$0.00
	-----	-----	-----	-----	-----
	\$320,078	\$315,078.48	\$5,000.00	\$320,078.48	\$0.00

	Expended to Date	Invoices for Approval	Total
Harvey Construction	\$27,500.00	\$5,000.00	\$32,500.00
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	\$12,115.00	\$0.00	\$12,115.00
Desmairis Environmental	\$2,085.00	\$0.00	\$2,085.00
	-----	-----	-----
	\$315,078.48	\$5,000.00	\$320,078.48
Harvey Construction GMP		\$0	
		\$0	
Total Harvey Construction Contract		\$0.00	

Fairgrounds Middle School Construction Project

For Period Ending February 29, 2020

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	\$71,262.63	\$0.00	\$653,980.00
Geotechnical Services	\$30,000	\$0.00	\$0.00	\$0.00	\$30,000.00
Surveying Services	\$20,000	\$0.00	\$16,059.45	\$16,059.45	\$3,940.55
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	\$945,902.00
	-----	-----	-----	-----	-----
	\$12,121,772	\$0.00	\$87,322.08	\$16,059.45	\$12,105,712.55

	Expended to Date	Invoices for Approval	Total
Harvey Construction	\$0.00	\$0.00	\$0.00
Harriman A&E	\$0.00	\$71,262.63	\$71,262.63
Hayner Swanson	\$0.00	\$16,059.45	\$16,059.45
	\$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	\$87,322.08	\$87,322.08
Harvey Construction GMP		\$0	
		\$0	
Total Harvey Construction Contract		\$0.00	

Pennichuck Middle School Construction Project

For Period Ending February 29, 2020

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	\$48,883.06	\$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	\$48,883.06	\$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	\$48,883.06	\$48,883.06
Hayner Swanson	\$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	\$48,883.06	\$48,883.06
Harvey Construction GMP		\$0	
		\$0	
Total Harvey Construction Contract		\$0.00	

New MS

New Middle School Construction Project

For Period Ending February 29, 2020

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	\$69,105.60	\$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
Property Assessment Svcs	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
Owner & Architect Contingency	\$5,054,062.00	\$0.00	\$0.00	\$0.00	\$5,054,062.00
	-----	-----	-----	-----	-----
	\$82,943,306.00	\$0.00	\$69,105.60	\$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	\$69,105.60	\$69,105.60
Hayner Swanson	\$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	\$69,105.60	\$69,105.60
Harvey Construction GMP		\$0	
		\$0	
Total Harvey Construction Contract		\$0.00	



38 Riverside Street
Nashua, NH 03060
603-966-1500, Fax: 603-594-4361

Shawn Smith
Director, Plant Operations

March 18, 2020

To: Joint Special School Building Committee

Fm: Shawn M. Smith, NSD Plant Operations Director

Subj: Recommendation to Hire Middle School Project Commissioning Agent

A request for proposals (RFP) was issued soliciting interested firms to submit proposals to serve as our commissioning agent for the middle school project. A copy of the RFP is attached, which will give you an idea of what commissioning agents do, and I've attached a short description of the process.

Proposals were opened on Friday, March 6, 2020. Seven firms submitted proposals. A bid tabulation is attached. I then reviewed all proposals for completeness and compliance with the RFP. The results of that review is also attached.

The bid tabulation and compliance summary were then shared in a virtual meeting with our working committee, which included the architect, construction manager, NSD personnel and Alderman Dowd. The unanimous consensus of this committee was to hire Turner Building Science (TBS).

The JSSBC has worked with TBS on a number of project dating back to the last FMS renovation, Amherst St. Elementary renovation and renovations of the Ledge, Fairgrounds and Charlotte Ave. elementary schools, with great success. They are a New Hampshire firm and have an excellent reputation for their mechanical system innovations as well and knowledge of building envelope improvements & design.

I therefore recommend the JSSBC approve a contract with Turner Building Science & Design, with a fixed fee of \$26,400 for the design phase of the MS Project, and a not-to-exceed amount of \$245,600 for the construction, acceptance and post occupancy review.

Shawn M. Smith



38 Riverside Street
Nashua, NH 03060
603-966-1500, Fax: 603-594-4361

Shawn Smith
Director, Plant Operations

Definition of Commissioning

Commissioning can be defined as the process of assuring that all systems and components of a building are designed, installed, tested, operated and maintained according to the operational requirements of the building owner. Commissioning ensures optimized performance and efficiency of the HVAC (Heating, Ventilation, Air Conditioning) system or whatever other building system the owner chooses.

Effectively commissioning agents serve as a second set of eyes and ears for the building owner. Think of them as a peer review of the architect's design, a checker of the construction manager's work, and someone to ensure that the owner gets a fully functional and operating system. They document how the system(s) are operating at peak efficiency after construction, so the owner has a baseline to assist with future maintenance.

Commissioning agents are typically engineers in their own right. Some firms specialize in commissioning. Others do it as an additional function to designing and engineering buildings.

In our case the commissioning agent will be looking at the HVAC system in addition to the building envelope. The building envelope is typically defined as the exterior "skin" of the building. In particular the walls and roofing structures. One of the areas of the building envelope the agent will look at is the R-value of the structure. While we want the building to "breathe", we want it sufficiently air tight to prevent losing heat in the winter or provide insulation against overheating in the summer (and we want to keep the cool air inside). Both situations affect occupant comfort in addition to conserving utility costs.

sms
3/19/2020

Bid Comparison - Middle School HVAC and Building Envelope Commissioning

Bids Opened March 6, 2020

	<u>DESIGN</u>	<u>CONSTRUCTION</u>			<u>ACCEPTANCE</u>			<u>POST OCCUPANCY</u>	<u>REIMBUR-SABLES</u>	<u>BUILDING ENVELOPE</u>	<u>TOTAL</u>
		<u>PMS</u>	<u>FMS</u>	<u>NMS</u>	<u>PMS</u>	<u>FMS</u>	<u>NMS</u>				
SMRT	\$40,500	\$46,220	\$38,660	\$74,320	\$42,910	\$38,480	\$61,810			\$80,000	\$422,900
			\$159,200			\$143,200					
CX ASSOC.	\$61,275	\$24,400	\$13,900	\$40,825	\$22,500	\$13,200	\$32,900		\$22,275		\$231,275
			\$79,125			\$68,600					
RFS ENG	\$55,300	\$14,000	\$10,000	\$24,000	\$27,000	\$12,000	\$38,500	\$16,500		\$83,500	\$280,800
			\$48,000			\$77,500					
JFPCS	\$17,175	\$14,175	\$7,700	\$18,200	\$20,250	\$11,000	\$26,000		\$3,000	\$95,350	\$212,850
			\$40,075			\$57,250					
NV5	\$21,000	\$21,900	\$11,200	\$31,500	\$16,700	\$8,900	\$33,500		\$1,800	\$70,500	\$217,000
			\$64,600			\$59,100					
TURNER	\$26,400		\$141,800			\$89,000		\$14,800			\$272,000
RMF	\$21,420		\$81,380			\$89,570		\$14,730	\$18,000	\$82,405	\$307,505

Notes: Blank cells above indicate the amount is included elsewhere in the bid.
 Design fees are fixed. All others are estimates based on their understanding of the work.

Bid Comparison - Middle School HVAC and Building Envelope Commissioning

Bids Opened March 6, 2020

<u>Evaluation Criteria</u>	<u>SMRT</u>	<u>CX ASSOC.</u>	<u>RFS ENG</u>	<u>JFPCS</u>	<u>NV5</u>	<u>TURNER</u>	<u>RMF</u>
Understanding Work	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Firm Profile	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Relevant Experience	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Key Individuals	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Commissioning Approach	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Relevant Work Examples	Yes	Yes	Yes	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Financial Statement	Yes	Yes	No *	No	No *	Yes	Yes
Litigation History	Yes	Yes	Yes	No	Yes	Yes	Yes
Fixed Quote(s)	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Fee Estimate(s)	Yes	Yes	Yes	Yes *	Yes	Yes	Yes
Contact Person	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Contact Signature	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Proposal Copies	Yes	Yes	Yes	Yes	Yes	Yes	Yes
NSD Experience	Yes	Yes	Yes	No	No	Yes	No

SMRT Andover, MA & Portland, ME

CX Associates Burlington, VT & Portland, ME

(Includes plumbing & refrigeration)

RFS Engineering Laconia, NH, Boston, MA & Portland, ME

Can do plumbing, electrical.

* Provided name of CPA

JFPCS Chester, VT

A number of exclusions provided

* All fees are fixed

Very small firm!

NV5 Andover, MA

Includes refrigeration

* Provided Link

TURNER Concord, NH

Post design fees are NTE

RMF Baltimore, MD



Williams Scotsman, Inc.
 48 Dick Tracy Drive
 Pelham, NH 03076-2154

Your Williams Scotsman Representative
 Gina Gillis
Phone: (603)324-1817 Ext. 76017
Fax: 603-882-7245
Email: gmgillis@willscot.com
Toll Free: 800-782-1500

Contract Number: 1220398
Revision: 2
Date: February 11, 2020

Lease Agreement

Lessee: 1362670 Harvey Construction Corporation 10 Harvey Rd Bedford, New Hampshire, 03110	Contact: John Beaver 10 Harvey Rd, Bedford, NH, Phone: (603) 621-2221 Fax: E-mail: jbeaver@hccnh.com	Ship To Address: NASHUA, NH, 03060 Delivery Date(on or about): 6/22/2020
--	---	--

Rental Pricing Per Month	Quantity	Price	Extended
64x36 Redi Plex (60x36 Box) Unit Number:	1	\$2,647.50	\$2,820.00
Prem OSHA Step & Canopy	2	\$74.00	\$148.00
ADA/IBC Ramp -w/ switchback	2	\$524.00	\$1,048.00
Data Hub Rental	1	\$83.00	\$83.00
Minimum Lease Term: 12 Months	Total Monthly Building Charges:		\$2,820.00
	Subtotal of Other Monthly Charges:		\$1,279.00
	Total Rental Charges Per Month:		\$4,099.00

Delivery & Installation	Quantity	Price	Extended
Ramp - Delivery & Installation	2	\$2,000.00	\$4,000.00
Special Equip required for installation	1	\$1,866.67	\$1,866.67
Interior Wall-Install	24	\$14.29	\$342.96
Foundation / Tiedown Plans	1	\$2,500.00	\$2,500.00
Tiedowns into asphalt	18	\$66.69	\$1,200.42
Block and Level	1	\$10,508.53	\$10,508.53
Delivery Freight	3	\$684.29	\$2,052.87
Vinyl skirting	192	\$12.72	\$2,442.24
	Total Delivery & Installation Charges:		\$24,913.69

Final Return Charges*	Quantity	Price	Extended
Tiedown-Asphalt Removal	18	\$39.29	\$707.22
Skirting Removal - Vinyl LF	192	\$3.57	\$685.44
Ramp - Knockdown & Return	2	\$2,000.00	\$4,000.00
Special Equip required for removal	1	\$1,866.67	\$1,866.67
Interior Wall-Knockdown	24	\$8.57	\$205.68
Teardown	1	\$5,655.15	\$5,655.15
Return Freight	3	\$684.29	\$2,052.87

Due On Final Invoice*: \$15,173.03

Total Charges Including (12) Month Rental, Delivery, Installation & Return:** \$89,274.72

Summary of Charges		
Model: RP6436	QUANTITY: 1	Total Charges for (1) Building(s): \$89,274.72

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, Lessee: HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
_____	Property Damage Waiver (11/12)	Monthly	3	\$70.00	\$210.00
_____	General Liability - Allen Insurance	Monthly	1	\$31.00	\$31.00



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Toll Free: 800-782-1500

Contract Number: 1220398
Revision: 2
Date: February 11, 2020

Lease Agreement

Lessee: 1362670 Harvey Construction Corporation 10 Harvey Rd Bedford, New Hampshire, 03110	Contact: John Beaver 10 Harvey Rd, Bedford, NH, Phone: (603) 621-2221 Fax: E-mail: jbeaver@hccnh.com	Ship To Address: NASHUA, NH, 03060 Delivery Date(on or about): 6/22/2020
--	---	--

Rental Pricing Per Month	Quantity	Price	Extended
64x36 Redi Plex (60x36 Box) Unit Number:	1	\$2,640.00	\$2,640.00
Prem OSHA Step & Canopy	2	\$74.00	\$148.00
ADA/IBC Ramp -w/ switchback	2	\$524.00	\$1,048.00
Data Hub Rental	1	\$83.00	\$83.00
Interior Wall-Rental	24	\$7.50	\$180.00
Minimum Lease Term: 12 Months			
		Total Monthly Building Charges:	\$2,640.00
		Subtotal of Other Monthly Charges:	\$1,459.00
		Total Rental Charges Per Month:	\$4,099.00

Delivery & Installation	Quantity	Price	Extended
Foundation / Tiedown Plans	1	\$2,500.00	\$2,500.00
Ramp - Delivery & Installation	2	\$1,764.71	\$3,529.42
Special Equip required for installation	1	\$1,866.67	\$1,866.67
Interior Wall-Install	24	\$14.29	\$342.96
Tiedowns into asphalt	18	\$66.69	\$1,200.42
Block and Level	1	\$10,508.53	\$10,508.53
Delivery Freight	3	\$684.29	\$2,052.87
Vinyl skirting	192	\$12.72	\$2,442.24
		Total Delivery & Installation Charges:	\$24,443.11

Final Return Charges*	Quantity	Price	Extended
Tiedown-Asphalt Removal	18	\$39.29	\$707.22
Skirting Removal - Vinyl LF	192	\$3.57	\$685.44
Ramp - Knockdown & Return	2	\$1,764.71	\$3,529.42
Special Equip required for removal	1	\$1,866.67	\$1,866.67
Interior Wall-Knockdown	24	\$8.57	\$205.68
Teardown	1	\$5,655.15	\$5,655.15
Return Freight	3	\$684.29	\$2,052.87
		Due On Final Invoice*:	\$14,702.45

Total Charges Including (12) Month Rental, Delivery, Installation & Return:** \$88,333.56

Summary of Charges		
Model: RP6436	QUANTITY: 1	Total Charges for (1) Building(s): \$88,333.56

Additional Services: For your convenience, we also recommend the following items (not included in this Agreement)

BY INITIALING BELOW, Lessee: HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS SELECTED THE INITIALED RECOMMENDED ITEMS TO BE ADDED TO THIS CONTRACT AND AGREES TO PAY THE ADDITIONAL SPECIFIED AMOUNT(S) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS CONTRACT.

Initial	Recommended Items	Billing Frequency	Qty	Price	Extended
_____	Property Damage Waiver (11/12)	Monthly	3	\$70.00	\$210.00
_____	General Liability - Allen Insurance	Monthly	1	\$31.00	\$31.00



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Contract Number:1220398
Revision: 2
Date: February 11, 2020

INSURANCE REQUIREMENTS ADDENDUM

QTY	PRODUCT	EQUIPMENT VALUE/BUILDING	DEDUCTIBLE PER UNIT
2	RP6436	\$138763.00	\$4000.00

Lessee:Harvey Construction Corporation

Pursuant to Section 13 of the Williams Scotsman Lease Agreement and its Terms and Conditions ("Agreement"), a Lessee is obligated to provide insurance to Williams Scotsman, Inc. ("Lessor") with the following insurance coverage:

- Commercial General Liability Insurance:** policy of combined bodily injury and property damage insurance insuring Lessee and Lessor against any liability arising out of the use, maintenance, or possession of the Equipment. Such insurance shall be in an amount not less than \$1,000,000 per occurrence, naming the Lessor as Additional Insured and Loss Payee.
- Commercial Property Insurance:** covering all losses or damage, in an amount equal to 100% of the Equipment Value set forth in the Lease providing protection against perils included within the classification and special extended perils (all "risk" insurance), naming the Lessor as Additional Insured and Loss Payee.

Commercial General Liability Insurance

Lessee is providing Commercial General Liability Insurance in accordance with the requirements set forth Section 13 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If Lessee fails to deliver the required certificate of insurance, Lessee understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

Commercial Property Insurance

Lessee: is providing Commercial Property Insurance in accordance with the requirements set forth Section 13 of the Lease and will provide a certificate of insurance in the manner and within the time frame set forth in the Agreement. If **Lessee:** fails to deliver the required certificate of insurance, **Lessee:** understands and agrees that the Lessor has the right to impose a missing insurance certificate fee.

By signing below, the **Lessee:** agrees to the terms and conditions stated herein. All other Terms and Conditions of the Agreement shall remain the same and in full force and effect. Each party is hereby authorized to accept and rely upon a facsimile or electronic signature of the other party on this Addendum. Any such signature shall be treated as an original signature for all purposes.

Otherwise, if elected on preceeding pages:

Commercial General Liability Insurance

Lessee: elects to participate in the Commercial General Liability Insurance Program, whereby **Lessee:** will receive insurance coverage through American Southern Insurance Company ("Insurer") and administered by Allen Insurance Group ("Agent"). The **Lessee:** acknowledges and agrees that the policy issued by the Insurer is a third party liability policy that covers those amounts that Lessee is legally obligated to pay due to bodily insurance and property damage arising **from the proper use and occupancy** of Equipment leased from Williams Scotsman up to the policy limits. Coverage is subject to underwriting and specific terms and conditions set forth in the policy. An outline of cover is available upon request. By signing below, **Lessee:** understands and agrees that the Lessor is not providing the insurance coverage and serves only as a billing agent for the Insurer and its Agent; and, accordingly, it assumes no liability therefore.

Signature of Lessee: _____ Print Name: _____ Date: _____

Damage Waiver Program

Lessee: elects to participate in the Lessor's Damage Waiver Program. **Lessee:** understands and agrees that under this program, the Lessor waives, for a fee, **Lessee:**'s obligation to carry Commercial Property Insurance and **Lessee:**'s liability to Lessor for repair or replacement of the modular units leased from Williams Scotsman resulting from loss or damage as specified in Section 12 of the Lease. **Lessee:** remains liable to Williams Scotsman for the amount of the damage deductible per unit of equipment noted above. Please refer to the Agreement for specific details on coverage, exclusions and restrictions on coverage. The Property Damage Waiver is not and shall not constitute a contract for insurance.

Signature of Lessee: _____ Print Name: _____ Date: _____



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 48 Dick Tracy Drive
 Pelham, NH 03076-2154

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Contract Number:1220398
Revision: 2
Date: February 11, 2020

Clarifications

***Final Return Charges are estimated and will be charged at Lessor's market rate at time of return for any Lease Term greater than twelve (12) months. **All prices exclude applicable taxes. All Lessees and Leases are subject to credit review.** In addition to the stated prices, customer shall pay any local, state or provincial, federal and/or personal property tax or fees related to the equipment identified above ("Equipment"), its value or its use. Lessee acknowledges that upon delivery of the Equipment, this Agreement may be updated with the actual serial number(s), delivery date(s), lock serial number(s), etc, if necessary and Lessee will be supplied a copy of the updated information. Prices exclude taxes, licenses, permit fees, utility connection charges, site preparation and permitting which is the sole responsibility of Lessee, unless otherwise expressly agreed by Lessor in writing. Lessee is responsible for locating and marking underground utilities prior to delivery and compliance with all applicable code requirements unless otherwise expressly agreed by the Lessor in writing. Price assumes a level site with clear access. Lessee must notify Lessor prior to delivery or return of any potentially hazardous conditions or other site conditions that may otherwise affect delivery, installation, dismantling or return of any Equipment. Failure to notify Lessor of such conditions will result in additional charges, as applicable. Physical Damage & Commercial Liability insurance coverage is required beginning on the date of delivery. Lessor is not responsible for changes required by code or building inspectors. **Pricing is valid for thirty (30) days.**

Please note the following important billing terms:

- In addition to the first month rental and initial charges, last month rent for building, other monthly rentals/service (excluding last month for General Liability Insurance and Property Damage Waivers), will be billed on the initial invoice. Any amounts prepaid to Williams Scotsman will be credited on the final invoice.
- Invoices are due on receipt, with a twenty (20) day grace period. Interest will be applied to all past due amounts.
- Invoices are due on receipt, with a twenty (20) day grace period. Late fees will be applied to all past due amounts.
- Williams Scotsman preferred method of payment is ACH. Payments made by check are subject to a Paper Check Fee, charged on the next invoice following payment by check. ***LESSEE EXEMPT**
- Williams Scotsman preferred method of invoicing is via electronic transmission. Customers are encouraged to provide an email address or use BillTrust. Invoices sent standard mail are subject to a paper invoice fee, charged on the following invoice.

Lessor hereby agrees to lease to Lessee and Lessee hereby agrees to lease from Lessor Modular Equipment and Value Added Products (as such items are defined in Lessor's General Terms & Conditions) selected by Lessee as set forth in this Agreement. All such items leased by the Lessee for purposes of this Lease shall be referred to collectively as the "Equipment". By its signature below, Lessee hereby acknowledges that it has read and agrees to be bound by the Lessor's General Terms & Conditions (08/01/2015; Revised 09/03/2015) in their entirety, which are incorporated herein by reference and agrees to lease the Equipment from Lessor subject to the terms therein. Although Lessor will provide Lessee with a copy of the General Terms & Conditions upon written request, Lessee should print copies of this Agreement and General Terms & Conditions for recordkeeping purposes. Each party is authorized to accept and rely upon a facsimile signature, digital, or electronic signatures of the other party on this Agreement. Any such signature will be treated as an original signature for all purposes and shall be fully binding. The undersigned represent that they have the express authority of the respective party they represent to enter into and execute this Agreement and bind the respective party thereby.

Invoicing Options (select one)

]Paperless Invoicing Option
 Williams Scotsman prefers electronic invoicing, an efficient, convenient and environmentally friendly process. To avoid fees, provide us with the proper email address for your invoices.

A/P Email: _____
 A/P Email on File: _____

]Standard Mail Option
 Customer prefers to receive paper invoice via mail. Fees may apply. Invoices will be mailed to:

10 Harvey Rd
 Bedford New Hampshire 03110

Enter a new billing address: _____

Signatures

Lessee::	Harvey Construction Corporation	Lessor:	Williams Scotsman, Inc.
Signature:		Signature:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	
PO#			



Williams Scotsman, Inc.
 48 Dick Tracy Drive
 Pelham, NH 03076-2154

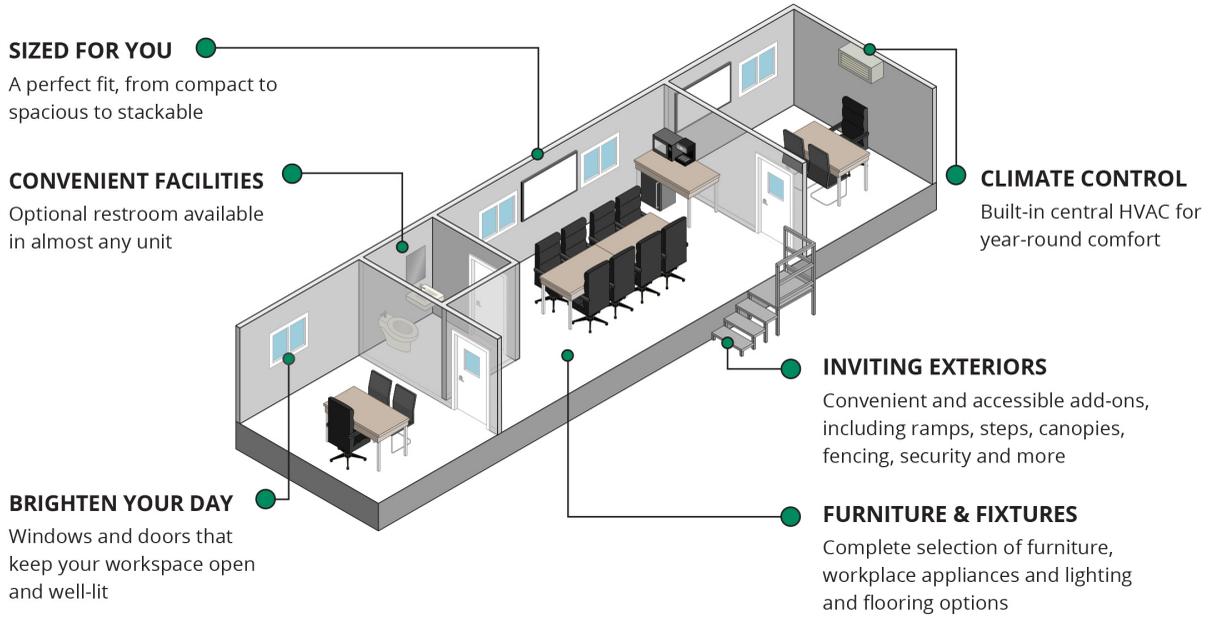
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Contract Number: 1220398
Revision: 2
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WILLIAMS SCOTSMAN: THE FULLY STREAMLINED SPACE SOLUTION

When it's time to be productive on a project, you need temporary space that's as ready as you are. Our modular solutions are complete to the last detail, so you can forget about building logistics and focus on the job at hand.

One call to Williams Scotsman and you're ready to work.

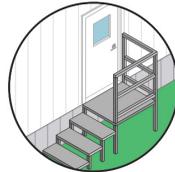


READY-TO-WORK OPTIONS

Our in-house selection of amenities not only outfits your space for comfort, security and productivity – it also eliminates extra work for you.



FURNITURE



EXTERIORS



APPLIANCES



COVERAGE

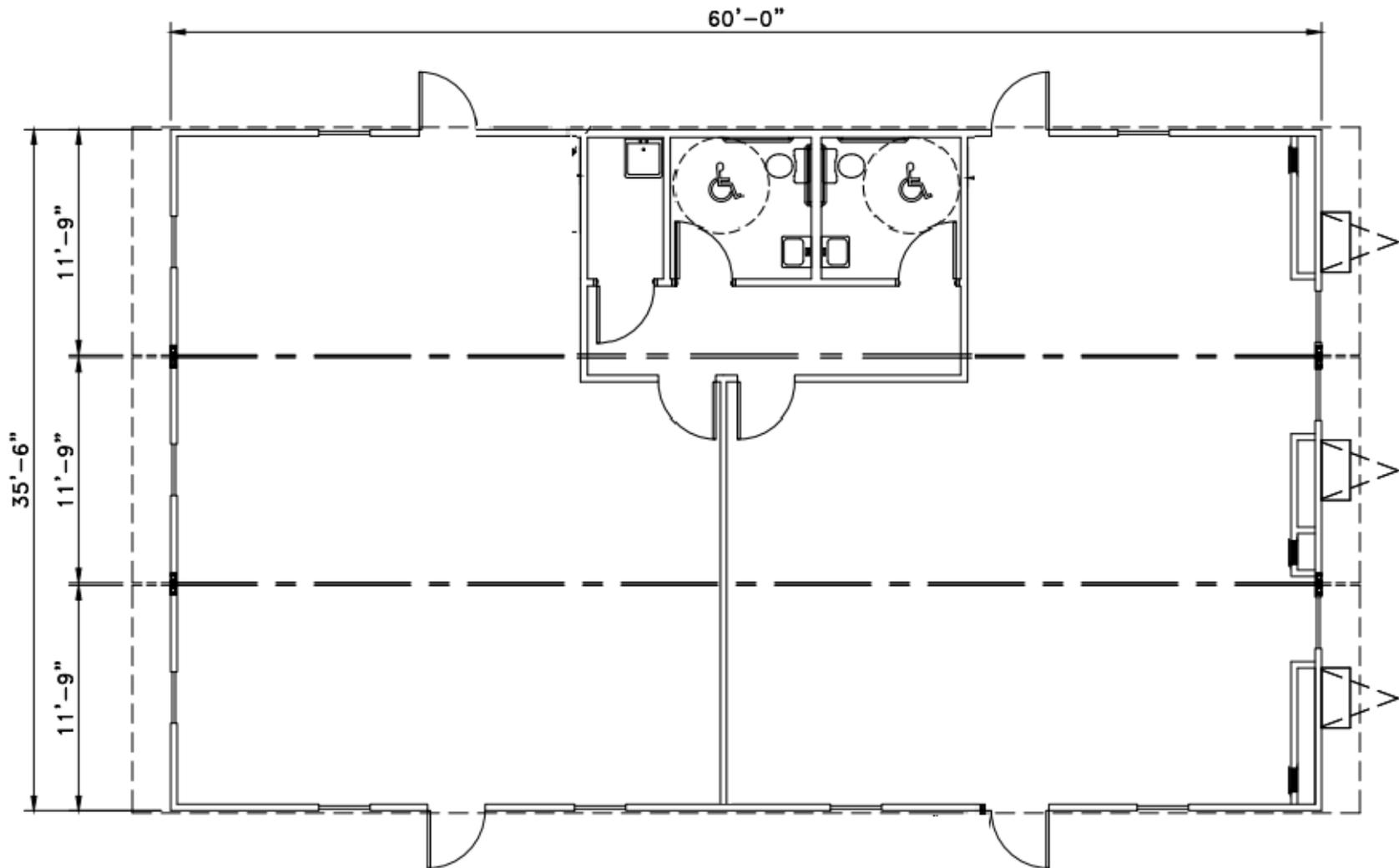


TECH SOLUTIONS



800.782.1500
www.willscot.com

RP3SHR
REDI-PLEX BUILDINGS
FLOOR PLAN



CAD FILE:	DWG #	REV#	REP:	APPROVAL:
	A-1	0	.	
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3/32"=1'				

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City of Nashua School Enrollment Projections 2019-2029

Assumptions

Historic Enrollment Trends:

- Over the last decade school enrollments have declined an average of 124 students per year; a total of 1,489 between 2008 and 2019.
- In the past three years, the highest frequency of children enrolled outside of Nashua Public Schools is Middle School and High School. Enrollments for grades 6, 7, and 8 enrollments outside of public schools were very similar and averaged 161 students/grade/year. Grades 9 through 12 student enrollments outside of the Nashua School District were also very similar and averaged 160 students/grade/year. Averages include home school, non-public and charter school enrollments.
- Lowest enrollment outside public school is for Elementary and High School with an average of 88 and 81 students/grade/year respectively. Averages include home school, non-public and charter school enrollments.
- Enrollments in Non-Public schools have decreased in the past 5 years while enrollments in Charter schools have significantly increased, going from a K-12 total of 92 students in 2014 to a K-12 total of 1,040 students in 2019. Home Schooling annual totals have been volatile.
- Pre-K enrollment is capped and at capacity. An additional classroom in 2016 increased total enrollment capacity to 350 students.

Births:

- Births have been projected for the years 2020 to 2025.
- Fertility rates were computed for Decennial Census years (2000 and 2010) using the 5-year average of births (to alleviate data volatility) divided by the female population age 15-44. These fertility rate and female population data points were the basis of a forecast trend line.
- The overall birth rate in New Hampshire has been declining steadily. However, the number of minority births in Nashua has overall been increasing over the past 10 years— in 2010 there were 296 minority births representing 30% of all births and in 2019 there were 326 minority births equating to 37% of all births.
- Because birth rates are rising within minority populations and the impacts of over estimating births are less significant than underestimating births when planning for school facilities, the projected births are shown to be slightly higher than they have been in the last 4 years.

Assumptions (continued)

Net Migration:

- The City of Nashua has seen a negative net migration over the last decade – meaning more people have moved out of the City than have moved into the City (loss of nearly 550 persons from 2000 to 2010). This trend has been constant with all age cohorts, except those aged 25-34 where there were modest population gains that could result in additional births and a limited number of new students in coming years.
- Building permit data shows a steady increase in the number of permitted multifamily dwelling units along with a steady decline in single family homes (0.48 students estimated per single family home and 0.25 students per multi-family unit).
- It is safe to assume that at some point the single-family building permit trend will either level off or improve but will not dip into negative numbers where demolitions exceed new building. Preliminary forecasts for the state show migration levels gradually increasing.
- Given current building trends, multi-family residential growth is likely to continue, however, not likely at levels associated with a linear trend that would lead to a significant increase in the number of new units.
- Net migration is projected using a gradual increase in new building permits forecast for 2019-2031 resulting in approximately 62 new students per year.

The Projections

- Three different projection alternatives were prepared given the shifting demographic trends in the City yet all yield fairly similar results.
- Each of the methodologies is better suited to capturing different aspects of demographic change and trends.
- Overall, given the shifting trend toward re-enrolling in public schools for grade 9, the grade progression ratio methods are better suited to capturing this changing condition.
- Eventually, it is anticipated that net migration will increase in the future, thus the second most probable scenario factors in additional students moving into the district.
- The final scenario, the cohort component method, while better able to fine tune the individual variables that affect population change, is not adequately capturing the current spikes in 9th grade enrollment levels.

Alternative 1: Grade Progression Ratio

Projected Enrollment by Grade - Progression Ratio Method																	Subtotal		Ann. Change	
Birth Year	Births	School Year	PK	K	1	2	3	4	5	6	7	8	9	10	11	12	PK-12	K-12	# K-12	% K-12
2014	980	2019-20	343	643	819	838	900	878	879	777	817	755	1,037	908	803	781	11,178	10,835		
2015	976	2020-21	350	750	749	820	830	901	875	806	777	824	936	974	792	758	11,142	10,792	(43)	-0.4%
2016	1,054	2021-22	350	809	746	750	812	831	898	802	806	783	1,021	880	849	747	11,084	10,734	(58)	-0.5%
2017	964	2022-23	350	740	805	747	743	813	828	823	802	813	970	959	767	801	10,961	10,611	(123)	-1.1%
2018	946	2023-24	350	726	737	806	740	744	810	759	823	809	1,008	911	836	724	10,783	10,433	(178)	-1.6%
2019	883	2024-25	350	678	723	738	798	741	741	743	759	830	1,003	947	794	789	10,634	10,284	(149)	-1.4%
2020	1,031	2025-26	350	792	675	724	731	799	738	679	743	765	1,029	942	826	749	10,542	10,192	(92)	-0.9%
2021	1,025	2026-27	350	787	788	676	717	732	796	677	679	749	948	967	821	780	10,467	10,117	(75)	-0.7%
2022	1,020	2027-28	350	783	783	789	670	718	729	730	677	685	928	891	843	775	10,351	10,001	(116)	-1.1%
2023	1,015	2028-29	350	779	779	784	782	671	715	668	730	683	849	872	777	796	10,235	9,885	(116)	-1.1%
2024	1,009	2029-30	350	775	776	780	777	783	669	656	668	736	846	798	760	733	10,107	9,757	(128)	-1.3%

Based on current enrollment

Based on existing births

Based on projected births

Assumptions:

- The grade progression ratio projects future enrollment based upon trends established as each birth year cohort of students progresses from one grade to the next over the past 3 years.
- The ratio captures all variables that impacted enrollment levels for the past 3-years including historic migration; home, charter, private schooling; mortality rates; etc.
- The grade progression ratio is used to forecast grades 2 through 12 while the 3-year average percent of births enrolling in kindergarten and 1st grade was used to project those grades.
- The 3-year average was used to capture more recent trends such as a higher rate of enrollment in 9th and 10th grade.
- Projection is purely based on the grade progression ratio with no new development or residential growth forecast.

Caveats:

- Grade progression ratios can vary significantly from one year to the next.
- Best suited to areas with stable or consistent demographic change where no variations are anticipated in birth rates or families moving in or out of the district.
- Does not factor in any potential demographic or policy shifts that may impact enrollment.

Alternative 2: Grade Progression Ratio with Increasing Net Migration

Projected Enrollment by Grade - Progression Ratio Method																	Subtotal		Ann. Change	
Birth Year	Births	School Year	PK	K	1	2	3	4	5	6	7	8	9	10	11	12	PK-12	K-12	# K-12	% K-12
2014	980	2019-20	343	643	819	838	900	878	879	777	817	755	1,037	908	803	781	11,178	10,835		
2015	976	2020-21	350	750	749	820	830	901	877	808	779	826	938	975	793	759	11,155	10,805	(30)	-0.3%
2016	1,054	2021-22	350	809	746	750	812	831	900	806	810	787	1,026	882	851	749	11,109	10,759	(46)	-0.4%
2017	964	2022-23	350	740	805	747	743	813	832	829	810	821	980	965	770	804	11,009	10,659	(100)	-0.9%
2018	946	2023-24	350	726	737	806	740	744	814	767	833	821	1,022	922	842	728	10,852	10,502	(157)	-1.4%
2019	883	2024-25	350	678	723	738	798	742	747	752	772	845	1,024	962	806	797	10,734	10,384	(118)	-1.1%
2020	1,031	2025-26	350	792	675	724	731	800	745	691	757	783	1,054	964	841	763	10,670	10,320	(64)	-0.6%
2021	1,025	2026-27	350	787	788	676	717	733	805	691	698	770	979	993	842	796	10,625	10,275	(45)	-0.4%
2022	1,020	2027-28	350	783	783	789	670	719	738	746	698	711	963	923	868	797	10,538	10,188	(87)	-0.8%
2023	1,015	2028-29	350	780	780	785	783	672	726	687	755	713	892	908	808	822	10,461	10,111	(77)	-0.7%
2024	1,009	2029-30	350	776	777	782	779	785	679	676	696	770	895	841	795	766	10,367	10,017	(94)	-0.9%

Based on current enrollment

Based on existing births

Based on projected births

Assumptions:

- The grade progression ratio projects future enrollment based upon trends established as each birth year cohort of students progresses from one grade to the next over the past 3 years.
- The ratio captures all variables that impacted enrollment levels for the past 3-years including historic migration; home, charter, private schooling; mortality rates; etc.
- The grade progression ratio is used to forecast grades 2 through 12 while the 3-year average percent of births enrolling in kindergarten and 1st grade was used to project those grades.
- The 3-year average was used to capture more recent trends such as a higher rate of enrollment in 9th and 10th grade.
- The City has seen declining net migration for more than a decade. The grade progression ratio does not account for the potential addition of new families and students. Additional net migration is incorporated and off-sets historic trends allowing for a gradual increase of new families moving to the City.

Caveats:

- Grade progression ratios can vary significantly from one year to the next.
- The grade progression ratio assumes that past enrollment trends in private, charter and homeschooling will continue into the future.

Alternative 3: Cohort Component Method

Projected Enrollment by Grade - Progression Ratio Method																	Subtotal		Ann. Change	
Birth Year	Births	School Year	PK	K	1	2	3	4	5	6	7	8	9	10	11	12	PK-12	K-12	# K-12	% K-12
2014	980	2019-20	356	743	790	765	794	803	794	836	828	792	965	891	817	851	11,025	10,669		
2015	976	2020-21	350	749	745	791	769	803	813	754	822	842	793	941	885	785	10,842	10,492	(177)	-1.6%
2016	1,054	2021-22	350	809	742	746	795	778	813	772	742	836	843	773	934	850	10,783	10,433	(59)	-0.5%
2017	964	2022-23	350	739	801	743	750	804	790	774	762	757	840	822	768	897	10,597	10,247	(186)	-1.7%
2018	946	2023-24	350	726	733	802	747	758	816	752	764	777	761	819	816	738	10,359	10,009	(238)	-2.2%
2019	883	2024-25	350	677	719	734	806	756	772	779	743	780	783	743	814	785	10,241	9,891	(118)	-1.1%
2020	1,031	2025-26	350	791	671	720	738	816	770	737	769	759	786	764	739	783	10,193	9,843	(48)	-0.5%
2021	1,025	2026-27	350	786	784	672	724	747	833	737	730	787	767	768	760	711	10,156	9,806	(37)	-0.4%
2022	1,020	2027-28	350	782	779	785	675	733	763	797	730	748	795	750	764	731	10,182	9,832	26	0.3%
2023	1,015	2028-29	350	780	776	781	790	684	751	733	791	750	758	777	747	736	10,204	9,854	22	0.2%
2024	1,009	2029-30	350	775	773	778	786	800	701	721	728	812	760	741	774	720	10,219	9,869	15	0.1%

 Based on current enrollment

 Based on existing births

 Based on projected births

Assumptions:

- This method is based upon a mathematical formula that allows for separate and customizable variables to account for new births; net migration and new residential construction or demolitions; transitions between home-schooling, private, charter, and public schools; and statistical survival or mortality rates.
- Net migration is shown to increase beyond levels seen in the last decade, adding new enrollments and accounting for new families and children.
- The rate at which students opt in or out of public school is based upon an average of 4 years of private and charter school enrollment data.
- The rate at which students opt out of public school to be homeschooled is based upon homeschooling enrollment data from 2014-2019.

Caveats:

- The Cohort Component method is best suited for short term projections.
- As in all methods, changing residential construction is difficult to accurately capture. While a building permit may be issued, that does not necessitate that a unit will be built or that it will be occupied by a family with children.
- This method does not capture larger grade progression shifts such as the large increase in the number of students that are added to the 9th grade enrollment totals.

c/o/ Plant Operations
38 Riverside Street
Nashua, NH 03062
603-966-1500 phone
603-594-4361 fax

Request For Proposals

HVAC System Commissioning Services for The Middle School Construction and Renovations Project

Sealed proposals must be submitted no later than 2:00 PM on March 6, 2020.

Proposals will be publicly opened at the Nashua School District, Plant Operations Building located at 38 Riverside Street, Nashua, New Hampshire. The contents of all proposals will be open to inspection by interested parties, either at the time of bid opening or by appointment thereafter.

INFORMATION ONLY

**Joint Special School Building Committee
City of Nashua, New Hampshire
Request For Proposals
HVAC System Commissioning Services
Middle School Construction & Renovation Project**

The Joint Special School Building Committee of Nashua, New Hampshire is interested in procuring qualified, independent HVAC Commissioning services for planning, construction and renovations in support of the Middle School Project.

I. Background Information

The Nashua Public School District consists of approximately 11,000 students enrolled in grades K-12. Facilities include 12 Elementary Schools, three Middle Schools and two comprehensive Senior High Schools. All 17 schools are accredited by the New England Association of Schools and Colleges, and fully approved by the New Hampshire State Department of Education. The Middle Schools house grades 6 through 8.

The Elm Street Middle School, built in the 1930s, is being “retired” and will be replaced by a new Middle School to be constructed in the southwest quadrant of the City, bordered by Buck Meadow Road, Cherrywood Road and Medallion Court. The new MS is planned to be approximately 190,000 square feet. It will have four stories.

Fairgrounds Middle School was built in 1961 and last renovated in 1996. It is approximately 119,000 square feet and will receive a small 11000sf addition in the front of the school, in addition to “targeted renovations” in various locations throughout the school, totaling about 36,000sf. The majority of the school is either air conditioned or has dehumidification, and has DDC. It is a single-story school.

Pennichuck Middle School was built in 1988 and renovated in 2001. It is approximately 95,000 square feet and will receive two large classroom wings on either side of the current school. There will be additional renovations and the construction of a new media center in the vicinity of where two portable classroom buildings currently reside. It is a single-story school. New additions will be approximately 38,000sf and renovations will encompass approximately 84,000sf.

It is envisaged that all three middle schools will be fairly equitable in terms of facilities, with each housing 800+ students. Bonding authority for the project in the amount of \$118 million was approved in December 2019.

The architect and construction manager for this project have already been hired. They are Harriman AE and Harvey Construction, respectively. Surveying, Geotechnical, Traffic and Industrial Hygienist consultants have also been hired. In addition to this commissioning RFP, a Testing Agency RFP will also be issued later this calendar year.

II. Scope & Pricing of Services

The scope of this project involves HVAC commissioning services related to construction and renovation activity at the new Middle School, Fairgrounds MS and Pennichuck MS, including review and recommendations on the architect-engineer's planned systems through the schematic design, design development, and final design phases. As building systems are brought on line the commissioning agent will verify the installation was completed according to the construction documents and system components function as designed.

Proposals must include all commissioning costs, including all related expenses. A fee schedule reflective of the proposed contract values and percentages shall be based on the following phases:

- Design
- Construction
- Acceptance

Additionally, all fees, anticipated reproduction costs, travel and reimbursable expenses must be represented within your proposal by category, in the form of a "not to exceed" allowance per category.

Specific steps in the commissioning process that shall be included in the proposal are provided in Appendix A. Middle School program requirements are provided in Appendix B. City of Nashua General Terms & Conditions are provided in Appendix C.

The City of Nashua will provide its own financing and pay for the commissioning services directly. It is expected that your pricing will be carefully done as requests for last minute adjustments will not be considered and may disqualify your company. Proposals must be guaranteed for ninety (90) days from the date of receipt.

Although proposals are expected to cover all three middle schools, after the award of the work, all subsequent invoicing must be submitted by the individual school.

The City of Nashua is a member of many municipal associations and consortiums throughout the United States. If your company is under agreement with the same, the minimum pricing applies that has been established in the terms and conditions of that agreement.

III. School Assessments and Program Requirements

In collaboration with Nashua City, Nashua School District and Harvey Construction personnel, the Architect conducted assessments of all three existing Middle Schools, and developed concept designs for each of them, plus a potential new Middle School. (As previously noted the decision was reached to retire the Elm Street MS and replace it with a new one.)

The results of these assessments, along with the concept designs, are available online at the Nashua School District's web site, www.nashua.edu, under the Middle School tab. The information provided is intended to identify issues within the existing facilities as well as

perceived requirements of the proposed additions. Further discussion of these and other requirements will obviously take place through the schematic and design development phases.

The information provided within the assessments should be referred to for information only.

IV. Proposal Specifications

Proposals must include the following information:

1. A statement of the commissioning agent's understanding of the work to be done.
2. A general profile of the firm, including location of the office from which the work will be done, type of activities conducted by the firm, and information regarding the date of incorporation and corporate status.
3. Experience in evaluating preliminary building system designs, knowledge of school construction requirements and procedures, and experience in assessing completed systems installation. Knowledge of operations and maintenance requirements. A thorough knowledge of testing, adjusting, and balancing (TAB) procedures and methods. Knowledge and experience with applicable life safety codes, regulations, and procedures.
4. The names and roles of individuals who will be consulting on this project, and their education, experience and qualifications. (This information can be presented with resumes.)
5. The firm's approach to the commissioning process with the architect, construction manager and owner.
6. Written and/or visual profiles of past and present projects representative of the work of the firm, particularly in relation to school construction projects, including contract values and percentage of completion.
7. The name and addresses of clients for whom projects have been conducted in the past five years (particularly in relation to school construction projects). Include telephone numbers, email addresses and names of contacts for reference purposes.
8. A certified or authenticated financial statement, dated within sixty (60) days prior to the proposal submission. Further verification may be required.
9. A statement regarding any past, present or pending litigation with an owner or governmental regulatory agency.
10. Such additional information as may be required to demonstrate the respondent is adequately prepared in technical experience to fulfill the contract.
11. A firm fixed fee quotation to perform the commissioning services required for the design phase of the project.
12. A not-to-exceed, fee estimate to perform the commissioning services

required for the construction, acceptance, and post-acceptance phases of the project, with negotiation of a firm fixed fee for these phases to be concluded with the successful company before the end of the design phase. ***State the basis for this estimate in the proposal.***

13. The name, address and phone number of the firm and contact person for this proposal.
14. A signature on the proposal by an authorized individual, along with their title.

V. Proposal Terms and Submission

1. Proposals will be evaluated and selected based on the following criteria (not listed in any order of weight or priority):
 - Commissioning agent's understanding of work to be done as presented in the request for proposals.
 - Experience commissioning building systems in schools, knowledge of school construction requirements and procedures.
 - Education, experience and qualifications of professional staff who will be assigned to the project.
 - Overall quality of the proposal, the degree to which the proposal provides the information requested, responses to references, and any information gathered in site visits to recent school renovation projects.
 - Cost of services.
2. The proponent may be required to attend an interview as part of the Owner's evaluation of the proposals submitted. The Owner may request a presentation identifying company qualifications, key staff, relevant experience, and the suggested approach to undertaking this project. In addition, the proponent may be required to provide a sample of documentation created for previous commissioning services projects including commissioning reports and systems manuals.
3. Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her proposal.
 - Evidence of collusion among bidders.
 - Lack of financial soundness based on the statements provided or bank references.
 - Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

- Uncompleted work under other contracts which, in the judgement of the City of Nashua might hinder or prevent the prompt completion of additional work if awarded.
 - Being in arrears on existing contracts, or in litigation with an owner or governmental agency.
4. The Nashua Joint Special School Building Committee reserves the right to waive all formalities and reject any and all proposals when it is in the best interests of the City of Nashua to do so. This includes the right to reject a proposal when a commissioning agent is not in a position to successfully perform the contract.
 5. **Three copies** of the proposal must be submitted in a sealed envelope clearly marked Middle School HVAC Commissioning no later than 2:00 PM on March 6, 2020.
 6. Proposals may be mailed or hand delivered to the following Address:

Joint Special School Building Committee
C/O Shawn M. Smith, Director of Plant Operations
38 Riverside Street
Nashua, New Hampshire 03062
 7. All proposals will be opened at the above date, time and place and will be available for inspection (and thereafter by appointment) by interested parties.
 8. The contract shall be deemed as having been awarded when the Joint Special School Building Committee of the City of Nashua has duly served the formal notice of acceptance upon the intended successful bidder.

VI. Further Information

Please contact Shawn Smith, Director of Plant Operations at (603) 966-1500 for further information or questions.

Appendix A

Middle School Construction & Renovation Project

Required Scope of Commissioning Services

February 2020

SCHOOLS INCLUDED IN PROJECT:

- New school to replace Elm Street Middle School
- Addition and renovation to Fairgrounds Middle School
- Addition and renovation to Pennichuck Middle School

COMMISSIONING SERVICES ARE TO BE PROVIDED IN THREE (3) PHASES: DESIGN, CONSTRUCTION, AND ACCEPTANCE.

1. During the design phase the commissioning agent shall carry out the following scope of work:

- Meet with Plant Operations personnel to review, discuss and understand the goals and expectations of the school district.
- Review current HVAC controls software/programs being utilized.
- Conduct a commissioning-focused review of the design prior to the construction document.
- Conduct a second commissioning-focused review of the construction documents just prior to bidding.
- Include commissioning requirements in the construction document.
- Develop and utilize a commissioning plan.

2. During the construction phase the commissioning agent shall carry out the following scope of work:

- Schedule and conduct commissioning meeting.
- Conduct a review of the contractor's submittals for systems to be commissioned.
- Conduct building envelope specific commissioning activities.
- Visit the job site and provide commissioning reports.

3. During the acceptance phase the commissioning agency shall carry out the following scope of work:

- Verify pre-functional testing.
- Conduct a review of results of testing, adjusting and balancing (TAB) process.
- Conduct functional performance testing.
- Maintain commissioning issues log.
- Participate in the training of facility staff.
- Review operation and maintenance manuals.
- Complete and distribute a commissioning report.

- Conduct a 10-month warranty, post occupancy review.

SCOPE DETAILS

- *Meet with Plant Operations personnel to review, discuss and understand the goals and expectations of the school district; review current HVAC controls software/ programs being utilized:* This process provides an opportunity for the School Department and the Design Team to gain an understanding of the current automatic temperature controls and/or direct digital control systems, how they will work for the new systems, and what may be needed to bring the new and existing systems into a collaborative operating system.
- *Conduct a commissioning-focused review of the design prior to the construction documents phase:* This review early in the design process should be focused on an assessment of how well the design meets the functionality, utility performance, maintainability, sustainability, cost, and indoor environmental quality requirements outlined in the design intent. Evidence of the review is to be documented in the commissioning report. During the design phase the commissioning agent shall submit reports of their reviews to the Department of Education.
- *Conduct a commissioning-focused review of the construction documents prior to bidding:* This review should be conducted prior to issuing the construction documents for bid and captured in the commissioning report. The review should answer these questions:
 - Does the design meet the Owner's design intent?
 - Does the design allow for proper maintenance access?
 - Do the construction documents clearly detail the construction requirements?
 - Do the construction documents clearly define the commissioning requirements?
- *Include commissioning requirements in the construction documents:* All commissioning requirements must be integrated into the construction documents, including full commissioning specifications for all commissioned systems and equipment, to clearly specify the responsibilities and tasks to be performed. Of particular importance are the delineation of the contractors' responsibilities regarding documentation, functional performance testing, occupant and operator training, and the creation of the operations and maintenance manuals.
- *Develop commissioning plan:* The commissioning plan includes a list of all equipment and systems to be commissioned, delineation of roles for each of the primary commissioning participants, and details on the scope, timeline, and deliverables throughout the commissioning process.

- *Schedule and conduct a commissioning meeting:* Schedule and conduct a commissioning scoping or kick-off meeting to present the commissioning plan to the project team. The project team includes the Superintendent for the General Contractor, the Owner's Representative, the forepersons for waterproofing, sheathing, flashing, glazing, roofing, mechanical, controls, test and balance, plumbing and electrical contractors.
- *Conduct a selective review of the contractor submittals and shop drawings related to the commissioned systems:* Contractor submittals for the systems included in the commissioning scope shall be reviewed by the CxA in conjunction with the designer's review. The review shall focus on the ability of the submitted product to meet the Owner's requirements and review comments shall be provided to the Owner and the design team.
- *Building envelope specific commissioning activities:*
 - *Building Envelope Pre-Installation Conference:* Prior to the start of construction of the exterior envelope, a pre-installation conference will be held with the Owner, Architect, and Construction Manager. All trade contractors responsible for work comprising the exterior envelope shall attend this collaborative meeting.
 - *Construction Observation Site Visits:* Monitor the progress of construction of the exterior envelope by making on-site observations of the installation of building envelope components including the air barrier, thermal insulation, roofing, waterproofing and water management systems, vapor retarders, and fenestration systems.
 - *Conduct IR thermal scan (new addition only):* The CxA shall conduct an infrared thermal scan of the building envelope. The thermal scan will include the exterior, interior, and roof. The CxA shall identify any anomalies and help ensure all items are addressed and resolved.
 - *Building Envelope Performance Testing:* Perform the building envelope systems testing to help ensure the envelope is resistance to air and water infiltration.
- *Visit the jobsite to observe progress:* Make periodic site visits to observe installation of commissioned systems. Provide commissioning reports reflecting the observations made during the site visits. The commissioning progress reports shall be distributed to the Owner, the contractor, and the designer.
- *Verify pre-functional testing:* The CxA shall provide the Contractor with the pre-functional checklist (PFC) that includes a list of items to inspect and elementary component tests to conduct to verify proper installation of equipment. PFCs are primarily static inspections and procedures to prepare the equipment or system for initial operation. The CxA shall observe, at minimum, the startup procedures for each piece of primary equipment, unless there are multiple units, (in which case a sampling strategy may be used.) Extent of CxA observation of pre-functional testing will be at the

discretion of the CxA, though spot checking of items on the lists will be performed prior to functional testing. Completed PFCs, provided by the Contractor, are separate from and in addition to the manufacturers' installation and start-up forms and shall be reviewed by the CxA and included in the Commissioning Report. Contractor shall certify that installation, prestart, and startup activities have been completed prior to commencing functional testing. Certification shall include completed PFCs, manufacturer installation and startup checklists and the final TAB report approved by the designer.

- *Conduct a selective review of the results of the testing, adjusting, and balancing (TAB) process:* Review and inspect, on a sample basis, the testing, adjusting, and balancing work that has been carried out by the TAB contractor and provide timely reports on findings.

- *Functional testing:* The CxA shall develop the functional testing procedures in a sequential written form, coordinate, oversee and document the actual testing. Functional performance tests (FPT) are performed after pre-functional testing and startup are completed and test the dynamic function, including all inputs and outputs, and operation of equipment and systems using manual (direct observation) or monitoring methods. Systems shall be tested under various modes and run through all the control system's sequences of operation while components are verified to be responding as the sequences state. Functional test forms will be completed during the testing process, deficiencies will be added to the Commissioning Issues Log and each included in the Commissioning Report. The CxA shall coordinate the completion of all outstanding issues.
 - *Testing sampling criteria:* The contractors shall submit to the CxA documentation that they have performed installation and functional performance verification in accordance with the commissioning plan for all equipment components and systems. The functional performance test may be demonstrated to the CxA for a sample of systems that comply with all of the following criteria:
 - Equipment or systems having similar components and configurations. For component testing, sampling may apply where there are many identical component types with similar applications.
 - The systems or equipment have identical sequences of operation, which are implemented using identical control software programming or firmware settings.
 - The components and systems to be included in the demonstrated samples shall be chosen by the CxA at the time of demonstration.
 - Building automation system mapping of component to the operators' graphic shall be demonstrated for all components.
 - The trend logging portions of all functional performance tests shall be completed for 100% of the systems or components.

- Failure testing: The commissioning plan must also identify retesting protocols for components and systems that fail initial testing.
 - Once the building exterior envelope with components has been completed, conduct a thermal infrared test to detect thermal breaks.
- *Maintain commissioning issues log:* The CxA shall maintain an issue log reflecting issues found during the commissioning process. The CxA shall identify the issues and help ensure that all items are addressed and resolved.
- *Participate in training of facility staff in accordance with the training plan:* The CxA shall be charged with reviewing the training plan, developed by the Construction Manager/General Contractor, for adequacy. The CxA shall additionally be charged with participating in the training itself. The training sessions shall be videotaped.
- *Review operations and maintenance manual:* The Contractor compiles the O&M Manuals prior to commencement of training and the CxA reviews them for completeness, organization, and readability. The CxA shall review the O&M Manuals for the following items:
 - As-built sequence of operations for all equipment as provided by the design professionals and contractors, including time-of-day schedules and schedule frequency, and detailed point listings with ranges and initial setpoints.
 - Ongoing operating instructions for all energy- and water-saving features and strategies.
 - Seasonal operation guidelines.
 - Recommendations for recalibration frequency of sensors and actuators by type and use.
 - Guidelines for continuous maintenance of the Owner's project requirements (operational requirements) and basis of design (basis of operation).
- *Complete a commissioning report:*
 - The report must show that the building's systems have met the design intent and specifications, have been properly installed, and performing as expected, and that proper O&M documentation and training have been provided. The report should include a compilation of all commissioning documentation described in this criterion, including complete functional testing results and forms and should note any items that have not been resolved at the time the report is issued.
- *Ten-month warranty, post occupancy review:* The commissioning contract shall contain provisions for a 10-month warranty and post occupancy review. The review is intended to bring the design, construction, commissioning, and facility staff together to solicit the facility staff's comments, suggestions, and areas of concern regarding the systems in the first year of operation. Warranties on any commissioned systems should be

reviewed and deficient equipment should be identified and a plan for resolution developed.

BASE SYSTEMS TO BE COMMISSIONED

- Building Envelope
- Mechanical Systems
- Refrigeration Systems
- Domestic hot water systems

PRELIMINARY SCHEDULE:

Summer 2020 – Renovations/Construction starts at Fairgrounds Middle School. Estimated duration 11 months.

Fall 2020 – Renovations/Construction starts at Pennichuck Middle School. Estimated duration 14 months.

Winter/Spring 2021 – Construction starts at New Middle School. Estimated duration 24 months.

END

Appendix B

Middle School Construction & Renovation Project

Program Requirements

February 2020

The following program requirements have been developed for the construction and renovations to Nashua's Middle Schools.

Building Design Objectives

The principal design criteria for the building should take into account the fabric of the areas, as well as responding to the architecture of the existing structures. This implies relatively low-build structures of modest massing. Site and building development should suggest an educational setting rather than an institutional environment. The following objectives shall be incorporated in determining the building additions and renovation designs:

1. *Adequate lighting.* Use of natural and artificial light within classrooms and common spaces is important for extended periods of study.
2. *Acoustical and visual separation between common areas and classroom spaces.* Sound transmission between classrooms should be low, while sound attenuation within classrooms should be high.
3. *Efficient, fully functional mechanical, electrical and plumbing systems throughout the facilities.* Strong environmental control is required as to provide for excellent air quality with the absence of drafts and hot spots. The heating system should utilize the latest in natural gas technologies. Ventilation shall be provided by a displacement air system (no substitutions without JSSBC authorization). Dehumidification shall be provided to the majority of instructional spaces in the school. The building shall be equipped with computerized DDC and energy management systems.
4. *Life safety equipment to include smoke detectors, heat detectors and sprinkler systems.* Emergency lighting and fire-resistant enclosures required by code must also be installed, with the building's security system upgraded.
5. *Maintainability of all surface areas.* Materials and systems selected must consider normal wear and tear and maintenance. Standard materials affording economical replacement are preferred.
6. *Adequate ventilation.* Prevention of condensation and moisture from accelerating the aging or performance failure of materials selected is considered critical.
7. *Adherence to current building codes.* All building systems must adhere to current building codes as adopted by the City of Nashua, NH and the State of New Hampshire.

8. *Access control.* Install an access control utilizing S2 systems.

Minimum design-life expectancies

1. Superstructures: 100 years with no maintenance.
2. Roof System: 30 years with minimum required maintenance and a 20-year warranty.
3. Building Envelopes: 40 years with routine maintenance, 10 years for caulking and sealants
4. Interior finish: 30 years with routine maintenance.
5. Mechanical Systems: 40 years with routine maintenance.
6. Electrical Systems: 40 years.

END OF APPENDIX B

APPENDIX C

General Terms and Conditions

Any exceptions to these general terms and conditions stated elsewhere in this Request for Qualifications/Proposals shall prevail.

I. Specifications

References to brand names or model numbers are intended only to establish a minimum standard of quality. Unless otherwise stated, such references shall not restrict submissions which include other brand names or model numbers.

Any inability to comply with the conditions or specifications outlined in the Request for Qualifications/ Proposals must be clearly stated.

Firms who find discrepancies in the specifications or are in doubt with regard to any part of a specification shall immediately notify the District. If it is deemed necessary, an addendum will be issued to all firms by mail, fax or email. The District will not be responsible for any oral instructions.

The City of Nashua supports the concept of purchasing products which are biodegradable, can be or have been recycled, or are environmentally sound. Due consideration will be given to the purchase of such products. If you are bidding on any such products which qualify, please so indicate in a cover sheet by item number and description.

II. Charges

No charges will be allowed for federal, state, or municipal sales and excise taxes, as the Nashua School District is tax exempt.

All charges are to be firm net prices, and are to be F.O.B. destination, including charges for delivery and placement.

III. Terms and Conditions of Bid

The Nashua School District reserves the right to waive all formalities and reject any and all proposals when it is in the best interest of the District to do so.

To be eligible for an award, a proposer must be deemed "responsible". A responsible bidder 1) has the ability, capacity and skill to provide the goods or services required; 2) can provide the goods or services within the time frame specified; 3) has a satisfactory record of integrity, reputation, judgment and experience; 4) has sufficient financial resources to provide the goods or services; 5) has an ability to provide future maintenance and support as required; and 6) has developed a positive track record with the City of Nashua to the extent the bidder has previously provided goods or services.

From time to time, the District may, because of critical time frames, solicit proposals prior to approval of the fiscal year operating budget or formal award of special revenue funds actually funding the bid purchase. The award of a bid is always contingent upon the availability of such funding.

The submission of a proposal constitutes the bidder's acceptance of and agreement to the terms and conditions of this Request for Proposals (RFP).

All proposals will be firm and binding for ninety (90) days from the date of the proposal opening.

IV. Submission and Opening of Proposals

All proposals receiving consideration must be submitted in sealed envelopes, clearly identified as directed by this Request for Proposals, and delivered to the Nashua School District Plant Operations Office located at 38 Riverside Street, Nashua, NH 03062 by the date and time specified. Provide three (3) copies of your RFP response, bound and tabbed along with an electronic file in PDF format on a labeled USB flash drive.

Samples when required shall be furnished free of charge and must be tagged with the bidders' name and bid identification. Samples not used or destroyed in testing will be returned to the bidder at his/her request and expense.

V. Compliance with Applicable Laws and Regulations

All goods or services furnished must comply with all applicable federal, state, and local laws, codes and regulations.

Material Safety Data Sheets are required for all products containing one or more toxic substances in accordance with the New Hampshire "Worker's Right to Know Act" (Chapter 277-a). Award of the bid to the successful bidder is contingent on the bidder supplying 20 copies of the Material Safety Data Sheets to allow for postings at all potential District locations.

VI. Insurance Requirements

Contractor shall carry and maintain in effect during the performance of services under this contract:

- General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- \$1,000,000 Combined Single Limit Automobile Liability; and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by **Contractor** are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **Contractor** under this contract. The City of Nashua shall not maintain any insurance on behalf of **Contractor**. Subcontractors are subject

to the same insurance requirements as **Contractor** and it shall be the **Contractor's** responsibility to ensure compliance of this requirement.

The parties agree that **Contractor** shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and **Contractor**, and nothing in this contract shall create any contractual relationship between the City and **Contractor's** consultants, sub consultants, contractors, or subcontractors. The parties also agree that **Contractor** is not a City employee and that there shall be no:

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

Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. General Liability, Employers' Liability and Auto Liability policies must name the **City of Nashua as an additional insured and reflect on the certificate of insurance**. **Contractor** is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, **Contractor** must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve **Contractor** of its responsibilities or limit the amount of its liability to the City or other persons, and **Contractor** is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- **Contractor** is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by **Contractor** or anyone employed, directed, or supervised by **Contractor**.

VI. Hold Harmless Provisions

The winning bidder must agree to defend, hold harmless, and indemnify the City of Nashua, its officers, agents and employees against all claims or injuries to any person or firm arising out of

the actions of the bidder, its officers, agents, or employees in providing services or goods in connection with this bid award.

VII. Default

Should any goods or services furnished by the bidder under a contract or purchase order fail to conform to the specifications contained herein or to a sample submitted by the bidder, the District may reject the goods or services. In such an event, the bidder shall be instructed to remove any goods or cease providing services at no cost to the District, and replace them with goods or services conforming to the specifications and samples.

Should the bidder default in the performance of the foregoing paragraph, the District reserves the right to purchase the goods or services from other sources, and to hold the bidder responsible for any excess costs occasioned to the District thereby.

VIII. Conflict of Interest

Any bidder who believes a conflict of interest may exist in responding to the Request for Proposals shall so state that conflict as part of the bid submission. The District reserves the right to reject said bid based on its conclusion that a substantive conflict exists.