



# THE CITY OF NASHUA

*Division of Public Works*

*Administration*

*"The Gate City"*

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## Board of Public Works Meeting of April 29, 2020

### Agenda

A meeting of the Board of Public Works is scheduled for Wednesday, April 29, 2020 at 3:00 p.m. via WebEx Conference Call.

**I. Roll Call**

**II. Motion:** To approve the agenda as presented.

**III. Motion:** To approve the minutes of the Board of Public Works Meeting of February 27, 2020.

**IV. Motion:** To approve the minutes of the Board of Public Works Special Meeting of April 8, 2020.

**V. Update from Director Tim Cummings**

**VI. Solid Waste**

**A. Motion:** To approve the purchase of recycling and trash carts and cart lids for curbside collection for FY21 in an amount not-to-exceed \$145,000 from Toter, Inc. of Statesville, NC. Funding will be through: Department: 168 Solid Waste; Fund: Solid Waste; Account Classification: 71 Equipment.

**VII. Engineering**

**A. Motion:** To approve the Residential and Commercial Wastewater Service Permits and Fees as submitted.

**B. Motion:** To approve the engineering services contract with Hayner/Swanson. Inc. (HSI) of Nashua, NH in the amount of \$398,230 for the management and construction administration of the paving program. Department: 160 Admin/Engineering; Fund: Bond; Activity: Paving.

**C. Motion:** To approve the purchase of manhole and catch basin castings from Concord Winwater Works Co. of Concord, NH in the amount of \$65,251.35. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Activity: Sewer Structures

**D. Motion:** To approve the following Pole License Petitions: PSNH # 21-1490, #21-1507, #21-1511.

**E. Motion:** To consider the hardship request to excavate in a five year moratorium street from Liberty Utilities for the installation of a high pressure gas line.

**F. Motion:** To approve the hardship request from Liberty Utilities for excavation to repair ten Grade 2 leaks located at 16 Hassel Brook Rd, 7 Kenmare Rd, 3 Kerry Ln, 8 Kerry Ln, 13 Manchester St, 29 Nottingham Dr, 6 Piermont St, 21 Pinehurst Ave, 34 Pinehurst Ave, 124 Peele Rd.

**G. Motion:** To consider the hardship request from Liberty Utilities for excavation through the intersection of Main St and Russell Ave in preparation for paving.

**H. Motion:** To consider the request from the owners of 24 Coburn Ave for one building service connection to service two lots (existing Lot F-71 and proposed Lot F-71-1) with the recommended stipulations.

**I. Informational:** Emergency approval of a change order with S.W. Cole Engineering, Inc. of Londonderry, NH in the amount of \$94,400. Funding is through: Department: 160 Admin/Engineering; Fund: Bond; Activity: Paving.

**VIII. Wastewater**

**A. Motion:** To approve Change Order #6 to the Energy Recovery Upgrade contract with Methuen Construction Company of Plaistow, NH in an amount not to exceed \$5,619.29 for structural support modifications to the energy recovery room. Funding will be through: Department: 169- Wastewater; Fund: Wastewater; Activity: Energy Recovery Upgrade Project.

**B. Motion:** To approve Change Order #4 to the contract with Methuen Construction in an amount of \$49,335, for the construction of upgrades to the primary tanks at the Wastewater Treatment Facility. Funding will be through Department: 169 Wastewater; Fund: WERF and SRF Loan; Activity: Primary Upgrade Project.

**IX. Streets**

**A. Motion:** To award the contract for the Design/Build of the Fuel Island located at the Street Department Facility to Stephens-Marquis Associates Inc. of Merrimack, NH in the amount of \$267,000. Funding will be through Department: 161 Street; Funds; General and Escrow; Activity: Fuel Depot Rehabilitation.

**X. Administration**

**A. Motion:** To approve the proposed 2020 Sculpture Symposium sites.

**B. Informational**

- i. February-March 2020 Budget Transfers
- ii. Director's Report

**XI. Personnel**

**A. Motion:** To approve and unseal the nonpublic minutes for Personnel from the Board of Public Works Meeting of February 27, 2020.

**B. Non-public Session**

**XII. Commissioner's Comments**

**Board of Public Works Meeting  
Meeting Minutes  
February 27, 2020**

A regular meeting of the Board of Public Works was held on Thursday, February 27, 2020, at 5:30 p.m. in the Auditorium at City Hall, 229 Main Street, Nashua, NH 03060.

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

Members Present:

Mayor James Donchess, Chair  
Commissioner Tracy Pappas (Participated via Telephone)  
Commissioner Kevin S. Moriarty  
Commissioner G. Frank Commissioner Teas  
Commissioner Shannon Schoneman

Also Present:

Ms. Lisa Fauteux, Director, Division of Public Works  
Mr. Jon Ibarra, Superintendent of Streets  
Mr. Mike Harris, Division Operations Manager  
Mr. Nick Caggiano, Superintendent of Parks & Recreation  
Mr. Dave Boucher, Superintendent of Wastewater  
Mr. Dan Hudson, City Engineer  
Alderman-at-Large Michael B. O'Brien, Aldermanic Liaison

Mayor Donchess

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

Commission Pappas

I have a scheduling conflict and I'll be signing off at 7:00 p.m. My son, Thomas Pappas is with me and that's it.

**MOTION:** Commission Teas made a motion to approve the agenda as presented.

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

Yea: Mayor Donchess, Commissioner Teas, Commissioner Pappas, Commissioner Moriarty, & Commissioner Schoneman	5
Nay:	0

**MOTION CARRIED: Unanimously**  
**Approval of Meeting Minutes**

• **December 19, 2019**

**MOTION:** Commissioner Moriarty to approve the minutes from the Board of Public Works meeting of December 19, 2019.

**Discussion:**

Commissioner Pappas

I apologize for any mix-up. I was a little bit confused because those meeting minutes looked a little bit different because I think the Mayor was counted and usually the Mayor doesn't vote. The meeting minutes were correct that I did vote no on the project relating to the office over at the landfill. I listened to the tape and I did abstain from the HKT Architects contract for \$997,000. I didn't approve of the project but I obviously wouldn't want a project going forward without having an architect. It was my error and I apologize for any extra work it may have caused.

Mayor Donchess

Are you saying that the minutes, as prepared are correct?

Commissioner Pappas

That is correct.

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

Yea: Mayor Donchess, Commissioner Teas, Commissioner Pappas, Commissioner Moriarty, & Commissioner Schoneman	5
Nay:	0

**MOTION CARRIED: Unanimously**

• **January 30, 2020**

**MOTION:** Commissioner Teas to approve the minutes from the Board of Public Works meeting of January 30, 2020.

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

Yea: Mayor Donchess, Commissioner Teas, Commissioner Pappas, Commissioner Moriarty, & Commissioner Schoneman	5
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**MOTION CARRIED: Unanimously**

**Public Comment**

There was no public comment.

**AFSCME Step II Grievance – 19 – 20**

Mr. Matthew Davidson, Chief Steward, AFSCME, Local 365

Tonight with me I have Roger Lavoie, the grievant, as well as our Chapter Chair Scott Leard. I'll go over the grievance really quickly. This is an overtime by-pass. Article VIII of the contract has been violated...any and all of the provisions and past practice.

On this particular night, we had sign maintenance work being performed and Roger is qualified at sign maintenance and should have been called out off of the master list for that work. He has also held the position for five years so he's very well qualified. He trained a lot of the sign maintenance people that we currently have. That was a 10 ¾ hours overtime shift so the grievance is for that lost time. Contract-wise and I do have copies which I will hand out...

Director Fauteux

The members of the Board already have a copy of Article VIII.

Mayor Donchess

Each Commissioner was given a copy of the full contract in preparation.

Mr. Davidson

The Union's position on this is to put the people that know what they are doing on the job. Article VIII has a process by which overtime would be called out. Article VIII (H) states: "work shall be offered first on a rotating basis among all qualified employees by classification in the department of the Division which normally performs the work. If the overtime situation requires additional employees, such overtime shall be offered to any qualified employee in a department and then to any qualified employee in the Division.

You have the truck driver handout.

Director Fauteux

I just want to point out that these are two pages of a much lengthier job description.

Mr. Davidson

I have them here if you want to read them.

Director Fauteux

In fairness, the Commissioner's should see the entire job description and not just two pages.

Mr. Davidson

The sign maintenance PDF or job description on the second page...this is the work that was being performed that night. "Installs roadway striping in the city, is responsible for ensuring that his/her crew correctly installs and maintains a proper construction work area when working within the adjacent city streets, assists hired crews for crosswalks, stop bars, parking install, striping, and long-lining. Paints crosswalks, painting lines, stop bars, lane lines and other striping using painting and striping equipment. This was all of the work that was performed that night on the overtime schedule.

Roger is a past sign maintenance employee and it was all work that he is qualified for. Also, if you look at the PDF for the truck driver, street repair; who is the person they used that night, none of such work shows up on their job description.

Management is going to kind of minimize the work and say "ah, it's just putting out cones" but it's much more than that. They need to know exactly what the paint crew is doing so they can staff ahead them so they have a new section to move to as they work through the night, otherwise, the paint crew is just going to standing around. As I said, Roger has held that position for roughly five years. The overtime call-out process is the same for every department and every classification in the Division. You want to get people who know the work first and that's why you would go to the classification list first (who are the people who normally perform that work) and then you go to the alternates beyond that.

Also, with that, I did an information request for a couple of things; a copy of the master overtime list which I have here which shows the call-out by classification and then by qualified personnel after that. This is kind of a new situation where they introduced a laborer into this line painting crew that really may or may not know what's going on. Our position is, like I said, that we call the qualified people first because they are the ones that know what's going on. That's why we have this grievance for missed overtime. The line striping work was the work that was being performed that night and that we would get the guys that know what they are doing in the rotation first rather than just grabbing somebody from anywhere and putting them on that crew. It's how the contract reads if you look at Article IX.

Mr. Roger Lavoie, Grievant

I was hired in 1987 and I bounced around and did a lot of different jobs in the City of Nashua. I did this particular position for a little over five years. From day one, anytime there was overtime that fell into this position's classification, we would call out by qualification. It went to the master list by qualification.

Apparently, some of the requests for information we made no longer exists from when I worked in the classification. We don't even have information stating that I was on the job. I

went out on a stint due to an injury and prior to that, I worked a good two to three weeks on the job training guys by classification and then qualification. I was training the individuals who are doing the job now. It is either two or three weeks that for 20 hours per week working nights on overtime training these guys painting Main Street...there is no record of, not even on the qualification list or what HR provided. I just find that odd. It was always called out by qualification. I've had meetings with the prior manager of the department who is no longer with us and Mr. Ibarra and they asked me how the overtime should be called up and I told them back then we had an assistant sign maintenance and it would go sign maintenance first, assistant sign maintenance next and then out of classification in the mass of rotation by qualification. When they went out looking for somebody other than a sign maintenance man, or a sign maintenance assistant; it was always somebody that had their hours and were qualified to do the work. It's just up until...I think it was while I was out with my injury that they started backfilling with laborers and truck drivers and that's why I have a grievance. I think they are overlooking people who are qualified. Someone has to understand the job and make the next moves and it's not done by a laborer but somebody that understands the job and can make that next move and not create head-on traffic collisions on Main Street. You have to know where you are putting the cones, where the guys are going next, what he's doing next at all times. I strongly believe in protecting the classification and qualification.

Many of the guys get a chance to come over and learn jobs and that's how they get qualified and that's how they get identified to do that job because they go out and learn the job and get qualified. I just feel that is something that you really need in this particular situation. I've had many of times when we'd be painting a crosswalk and had the proper personnel out there and a car will come right through your paintwork and just miss you. Your head has to be on a swivel and you are not just directing traffic, you are moving cones, setting up cones, mixing paint, and putting down beads. You do a lot of different functions to make the workflow and that's why I feel there is a grievance here.

Mayor Donchess

Does anybody have any questions for Mr. Lavoie?

Where were you that night? Where you working or not working?

Mr. Lavoie

No, I was not. I was not asked.

Mayor Donchess

So, you were at home?

Mr. Lavoie

Yes.

Mayor Donchess

Who would the overtime go to if you were to prevail in the grievance, you?

Mr. Lavoie

I was always a strong believer that the person that files the grievance is grieving because they feel they have been overlooked. When I got hired I spent 23 plus years as president, vice president, executive vice president, chief steward, steward through three or four contracts, I know what's been going on and I know the lay of the land and how we got to these points. That's why we are here tonight.

Mayor Donchess

Does anybody else have questions?

Commissioner Schoneman

Just for clarification because I am kind of new here, the paperwork says that you are a traffic tech 1 and that's a slightly different classification from sign maintenance. Are they different and in what way?

Mr. Lavoie

At one time we were the same department and things got moved around. To this day as a tech, my supervisor still comes to me and asks me to go layout some paint markings with him and do some measurements with him. There were many of days that I was asked to work with this paint crew. I honestly believe through the PDF process and what the PDF says where we assist each other and we do that type of work when needed that this is where the work should be first. We work hand in hand.

Mr. Davidson

In the overtime process, you would call your sign maintenance people first because they are the ones there every day doing that work. In the overtime process, you would have your master list next. If you needed additional people you would call the qualified people off of that master list. So, even though Roger doesn't hold the position right at this point, he would be in line on the master list for the next available rotation.

Mayor Donchess

Was the laborer who was working, was that person doing the painting or directing traffic?

Mr. Davidson

I couldn't be sure but I am assuming they would be setting out cones and directing traffic and things of that nature. That person really needs to understand the whole scope of what's going on. If you are doing a 4-way intersection like I said, you need to stay ahead of the

paint crew and where they are going next so you have a sufficient surrounding of that intersection.

Commissioner Moriarty

Just so I am clear, according to your contract, overtime, section H states first “among all qualified employees by classification.” To be truthful, this is not an issue because the grievant has a different classification.

Mr. Davidson

He has a different classification but he would be next in line once out of classifications was exhausted.

Commissioner Moriarty

Not according to that but he might be next in line according to the next paragraph, “by qualification” is that what you are saying?

Mr. Davidson

Correct.

Commissioner Moriarty

So there is no grievance about the classification overtime but it’s that he is next qualified.

Mr. Davidson

Right. They had two sign maintenance people working and the third person they called out from a truck driver classification which doesn’t normally perform this work. The third person who was called out should have been called out from the master list in which Roger would be qualified for.

The normal group that would be called first would be the sign maintenance guys and once you exhaust that group you would move onto the master list for whoever else is qualified and Roger would be off of that secondary list.

Commissioner Moriarty

Thank you.

Commissioner Pappas

My question is did the truck driver/laborer perform the traffic control?

Mr. Davidson

I assume so, yes, but I wasn't there.

Commissioner Pappas

Okay, so it's your position that the traffic control...when you are doing striping it is different than traffic control that you might do for say if you were patching potholes.

Mr. Davidson

Exactly, very much so because you need to understand the whole scope of the work that the line striping crew is going to complete that night.

Commissioner Pappas

When we are calling out if traffic control is handled differently than the actual job like patching potholes or fixing a sewer problem. I guess that seems to be the sticking point.

Commissioner Teas

In our packet, we have a copy of Superintendent Ibarra's grievance response and I'm interested in your classification of what he said. Is this a true or false statement? "Management believes it met the contract language by calling out sign maintenance to perform the striping work and truck driver/laborer to perform traffic control as they normally performed the work," particularly in light of what you clarified for Commissioner Moriarty. Is this true or false?

Mr. Davidson

I would consider that to be false. Every classification handles their own traffic control within its scope of work. When I am on the street during the day with the trash truck I handle my own version of traffic control. When wastewater is out there jetting a line they handle their own traffic control. When streets are out patching potholes they handle their own traffic control.

Commissioner Teas

If I understood what you said to Commissioner Moriarty the classification was correct but it was the qualification that wasn't there.

Mr. Davidson

Correct.

Commissioner Moriarty

No, the classification was not correct.

Mr. Davidson

Right, the classification wasn't correct because that person didn't have the qualifications.

Commissioner Teas

Understood, thank you.

Mayor Donchess

Is there anything else from the Commissioners?

I have another question. Mr. Lavoie is a traffic tech but you did not give us a traffic tech description.

Mr. Davidson

No, I didn't. I probably do have one. I only have one copy of that.

Mayor Donchess

Alright, thank you. Is there anything else from the Union. Is someone going to make a presentation for the department?

Director Fauteux

Yes, Superintendent Ibarra and also our Operations Manager, Mike Harris.

It should be pointed out that Mr. Harris was a foreman for eight years and has been with the department for 24 years so he has a lot of expertise.

Mr. Ibarra

I am also going to refer to the PDF's but I am going to open up by referring to Article IV in the contract under Management's Rights which reads: "except as otherwise expressly and specifically provided in this agreement, the Union recognizes the direction of the Division's operations, the determination of the methods and means by which such operations are to be conducted, supervising, management, and control of the Division's workforce." I'll leave that there.

On a daily basis, management is responsible for prioritizing work and delegating staff to perform said work. We have many classifications in the department. We are out maintaining the infrastructure, paving, doing sidewalks, line striping, and hauling material. In these PDF's, I would refer to the sign maintenance first. There was a piece in here that was neglected. The sign maintenance position reads "performs as a lead person of a two-person

crew that erects and maintains traffic signs and installs roadway striping in the City of Nashua and is responsible for ensuring that his/her crew correctly installs and maintains the proper construction work area when working within or adjacent to city streets. That's a lead position of a two-person crew. This particular day, for this overtime operation, we call out two sign maintenance people and one truck driver/laborer. All classifications can work as a laborer if they are not operating under a classification capacity. So, if an operator is not operating, they would be laboring. If a driver is not driving they would be laboring. Anybody can perform labor. During the day we use labor to do traffic control and traffic calming. That could include setting up cones, sign packages, holding paddles, or just directing by hand. They are maintaining traffic control. I see traffic control as traffic control and I don't see any variation between that. Each job is different. If you are doing a sewer dig you are going to have a guy on either end in a coned off area. You will move the cones as you need to. Striping is similar but as you do an intersection you are moving the cones differently to block lanes away. My take away from this is sign maintenance is a lead person of a two-man crew. On this day, we had two sign maintenance and one driver/laborer. We normally go to the laborer from the driver's as the position for a laborer was abolished in 2011. The truck driver assumed that laborer role. When we call in overtime, we go to the driver list first for a laborer after we have gone down and securing whatever other classifications we may need to perform the work. So, if we need two operators we get two operators if we need two drivers, tow masons, and two laborers. That's a management decision...staffing the workforce for any given project and that's how we approach this. The guys who normally perform the work get the opportunity first so classification seniority does take its role. I got what I needed for the sign maintenance to do their work and then I got a laborer to direct the traffic. I guess that would be all I really have for this.

Mayor Donchess

Are there any questions from the Commissioners?

Commissioner Pappas

So, let's say it's during the day and you are out painting crosswalks and doing other such tasks, would a laborer perform traffic control during painting such as that?

Mr. Ibarra

The potential exists, yes. It depends on where they are working. Sometimes it's just two sign maintenance guys out doing the striping in they are on a quiet street or neighborhood. If they are on a busier lane for safety we will add traffic control measures. It also depends on staffing. We are sick and vacation; it depends on what we have for work going and that's on a case-by-case basis. But, yes, it could be a laborer, it could be if Roger is slow in his traffic tech position...those guys work across the aisle so if he doesn't have any traffic tech work he may be asked to assist sign maintenance and vice versa, sign maintenance may be asked to assist a traffic tech. But, when you are calling out overtime, it's by classification seniority. You are going to go to sign maintenance because that's what you need. Once we secure that we go to the laborer.

Mayor Donchess

I think you are saying that laborers are capable of doing, and routinely do traffic control.

Mr. Ibarra

That is correct.

Mayor Donchess

And, they are qualified to do that work.

Mr. Ibarra

Correct.

Mayor Donchess

And, you often assign people in other job classifications down to the function of a laborer in order to perform traffic control functions on a sign, striping, or other job.

Mr. Ibarra

Correct.

Mayor Donchess

Does anybody have questions for Mr. Ibarra?

Director Fauteux

Mike, do you have anything to add?

Mr. Mike Harris, Division Operations Manager

I just feel the traffic control is handled by a laborer every day and having the two sign maintenance individuals there...they are the lead person and they can direct that laborer to tell him where to move the cones or even have a conversation before it even starts to where to move the cones at that time. When one section is painted they would move on to the next section that needs to be painted. I feel the laborer can do traffic control because he does it every day on sewer digs, potholes or lane/road closures. That's how I feel.

Mayor Donchess

Mr. Harris, you have been with the city for how long?

Mr. Harris

Twenty four years.

Mayor Donchess

And how long during that period of time have laborers been used for traffic control?

Mr. Harris

Since I have been here, for the last 24 years.

Mr. Nick Caggiano, Superintendent of Parks & Recreation

I have been with the city for just about 20 years. In all of these PDF's, there are some common tasks and being a traffic control person is one of them, it's in just about every description. Typically, if we have a tree job, we have a bucket truck with two groundsmen maintenance people and then we have a laborer that is in another chase vehicle and does traffic control. Traffic control is in everybody's PDF and is a laborer's job, groundsman I.

Commissioner Teas

In everything I do I try to exercise common sense and hear both sides of the story. In this instance, I don't hear enough for me to vote in favor of this grievance.

**MOTION:** Commissioner Teas to deny the grievance as presented.

Commissioner Schoneman

We were given a divisional organizational chart for each department and under the traffic foremen there are two positions, traffic tech, and sign maintenance and then under street foremen, the positions are truck driver, equipment operator, and masons. I don't know how the overtime Astra list works, but it looks to me from here that if you have two people in sign maintenance and you needed another person, would you usually go to this within the same classification as in the traffic tech next? Would you usually go there next?

Mr. Ibarra

No, you would go by classification.

Commissioner Schoneman

So, you would go over to laborer?

Mr. Ibarra

You would exhaust your sign maintenance personnel and then you would go to the master list, sign maintenance qualified, if you didn't get what you needed for sign maintenance. In this particular case, I decided we needed two guys to stripe and one guy to do the traffic.

But, again it's case-by-case. Calling out, no matter what classification is always by seniority and rotation.

Commissioner Schoneman

Okay, so there are people who are in the truck driver/laborer classification who have more seniority and experience with what you were asking them to do that day than a traffic tech like Mr. Lavoie or someone else. You would go from your sign maintenance people over to the more experienced people, even if they weren't in the same classification.

Mr. Ibarra

No, it's called by classification seniority.

Commissioner Schoneman

Okay.

Mr. Harris

It's like there's traffic over here and the street department is here but we are all one right now, traffic and streets. So it goes by seniority but then it would go...like you can get qualified as a traffic sign maintenance individual or you can get qualified, say if you are a truck driver, you can get qualified as a mason. You work on your hours to get qualified. You could be an operator; you could be a truck driver or any other classification and then you can get qualified as that position like for a mason or a traffic tech or a sign maintenance guy.

Mr. Ibarra

If you had the master list and you were looking at the roster you would see the different qualifications next to the individual's name of what they are qualified to do.

Commissioner Schoneman

And the person that you chose to do traffic control in this instance had more seniority than Mr. Lavoie.

Mr. Ibarra

No, it's through rotation. So the book leaves off every opportunity is called out and works back to the beginning or when somebody takes it, it stops there and then the next guy up was offered that position and he took it. Or, they called numerous people until they got somebody who accepted the overtime.

Mayor Donchess

And you are talking about the laborer who was assigned to do the traffic control job.

Mr. Harris

Right, the laborer comes out of first, it comes out of the truck driver classification because it's a truck driver/laborer so they will get offered it first and then it would go to the master list which could be a classification that would fill in as a laborer to do traffic control.

Commissioner Schoneman

So Mr. Lavoie's grievance is that he has more experience but not seniority.

Mr. Harris

He is one of the top senior guys but it's on a rotating basis so at that time....

Director Fauteux

I know what Commissioner Schoneman is confused about. What happens is depending upon what you are calling out for...so they were calling out for somebody to direct traffic. The person who normally performs that work would get the first opportunity on overtime, which would be the truck driver/laborer. So they would go to that truck driver/laborer classification and call out by whatever order that is, maybe by seniority or maybe by next in line; wherever they are in the rotation and then after they exhaust that they would go to the master list. Hopefully, that clarifies things.

Commissioner Schoneman

Okay, yes, thank you.

Commissioner Moriarty

As I read the contract because that is what we are talking about, there was no violation by the city as far as calling out by classification. You called in two sign maintenance people by classification and the grievant is not a sign maintenance employee by classification so there is no violation there. That brings you to the next part of the contract that says "if the overtime situation requires additional employees then such overtime shall be offered to any qualified employee." So the question would be then that truck driver/laborer; was he qualified? That's the only issue in my mind, and you are testifying that yes, the truck driver/laborer was qualified to do what he did and if that's the case then I would agree that there is no case for a grievance here.

Mayor Donchess

Commissioner Pappas, do you have any questions or comments?

Commissioner Pappas

No, and I think both sides were very clear and gave very good answers.

Mayor Donchess

I am going to ask again if there any Commissioners who have questions or comments. A yes vote would be to deny the grievance and a no vote would be not to deny the grievance.

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

Yea: Mayor Donchess, Commissioner Teas, 5  
Commissioner Pappas, Commissioner Moriarty,  
& Commissioner Schoneman

Nay: 0

**MOTION CARRIED: Unanimously**

Commissioner Teas

Given the circumstances of us having to take a roll call vote for each motion and recognizing the fact that we have 20 or so motions, would you be willing for us to perhaps make motions for each separate department and vote on all of those motions at once as long as we give the Superintendent's adequate time to make their presentations and for us to ask question?

Mayor Donchess

If there is no objection from any of the Commissioner's I would be willing to consolidate the motions into one. But, if any Commissioner wishes to separate at any time we would certainly take up the issue separately as a Commissioner might want to say yes on one and no regarding a different one.

**Parks & Recreation Department**

**A. MOTION:** To approve the purchase of aquatic invasive weed treatment services from Aquatic Control Technology Inc. of Sutton MA. in the amount of \$33,824. Funding for this purchase will be from Department: 177 Park & Recreation; Fund: Trusts; Account Classification: 54 Property Services.

Mr. Caggiano

Motion A is to approve the use of funds for our...every other year treatment of the Mill Pond and the canal in Mine Falls Park. We started this program back in 2008 and it's done tremendous good for the water quality in both of those water bodies. Community Development is handling the package and the contract because it includes other water bodies, but this is our portion and it's being funded out of the cell tower. It's over \$25,000 so that's why it's before you.

**Discussion:**

Commissioner Schoneman

I read that this was the treatment for the weeds in the waterways and is done every two years. Is there any kind of a survey that they do after the treatment to make sure that it's done well. Is there any type of pre-treatment survey done to see exactly what the population is and not just dumping these things in and making sure there is a need for it?

Mr. Caggiano

The short answer is yes. They do a pre-treatment survey because that's going to determine how much material they have to apply. Then they are required by the DES to come back after I believe ten weeks and they have to do an assessment and send that report to the state and we get a copy of that as well.

Alderman O'Brien

I take particular interest in this because I love our waterways. I am more familiar with the water up at the Lakes Region and I know the state is involved and I see the cost is basically \$34,000. Do we get any state grants or have we applied for any state grants?

Mr. Caggiano

Yes, we have and we have gotten them in the past. They won't let you know until probably April or May, but the permitting...in order to approve this...because the permitting is very lengthy up at the state. They have to go to Fish & Game and everybody has to sign off and that's why Community Development, who is running this project, has to start this process now.

**B. MOTION:** To approve the installation of 2-3 Mason Bee Houses along the wood line near the gardens at Greeley Park. This project is being proposed by Silver Award candidate Isabella Signoretti an 8th grade Nashua student and 3rd year Cadet Girl Scout.

Mr. Caggiano

Motion B – I met a really nice young lady who is going for her Cadet Girl Scout Silver Award (it's very comparable to an Eagle Scout) and her project is to put mason beehives on the wood line in two of our three locations at Greeley Park by the gardens to help pollinate. I gave you some information on them. They are very, very docile bees and they won't sting unless you are going to squish them. I think it's a great learning tool. I learned something from this young lady.

**Discussion:**

Mayor Donchess

I totally support the idea of helping bees. I've thought of becoming a beekeeper but I've never done it just because of time. Is this construction in Greeley Park that requires approval of the Board of Aldermen.

Mr. Caggiano

No, if you refer to the little fact sheet this is the size of a birdhouse. There is no structure or building that's going up.

**MOTION:** Commissioner Teas to approve Motion A and Motion B under Parks & Recreation.

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

Yea: Mayor Donchess, Commissioner Teas, 5  
Commissioner Pappas, Commissioner Moriarty,  
& Commissioner Schoneman

Nay: 0

**MOTION CARRIED: Unanimously**

**Solid Waste Department**

**A. MOTION:** To approve Change Order #2 to the contract with SCS Field Services of Reston, VA, in the amount of \$287,565 for the expansion of the Four Hills Landfill Gas Collection and Control System (GCCS). Funding will be through Department: 168 Solid Waste; Fund: Bond; Activity: Landfill Gas Expansion FY20.

Director Fauteux

Superintendent Lafleur is actually in Concord at a Legislative Hearing.

The first motion is just our gas collection, SCS has performed this work numerous times and has done a great job for us. Keeping up with our gas collection is very important to make sure that we control odors. Does anyone have any questions? There were no questions.

**B. MOTION:** To approve Amendment #2 for a two-year extension to the contract with Casella Recycling LLC of Charlestown, MA, for the transportation and processing of the city's single-stream recyclables for an amount not-to-exceed \$400,000 annually. Funding through Department 168 Solid Waste; Fund: Solid Waste; Account Classification: 55 Other Contracted Services.

Director Fauteux

Motion B is our single-stream recycling contract. We have had a very good relationship with Casella and we also taking in some of there glass which helps reduce the amount of cost annually for our single-stream. We are using it for cover and also in the setback. They are paying us for that and they are taking that off the cost of what they are charging us. That's

been very good. I also wanted to mention that Jeff and I met with Casella and we had a very good meeting and they are very optimistic about the future of recycling. They gave us a number of outlets they have which are all domestic for all of the recyclables we are shipping so that was really encouraging to hear. I am happy to go over that with anybody who is interested. Cardboard, for instance, is going to domestic mills in Massachusetts, and some in Canada with some mixed paper going to West Virginia and is made into pulp. Milk jugs and laundry bottles are shipped to Alabama and made into pellets and tubs and lids which are plastics 3 through 7 are shipped to Alabama and made into paint cans. The next time you purchase paint, you may notice that the can is actually made of plastic instead of metal because this mill in Alabama supplies over 85% of the paint cans sold in the U.S. It's pretty cool. The glass is shipped to New Hampshire and Massachusetts for use as aggregates. It's really encouraging that there are domestic markets for all of these recyclables. Casella is committed to recycling and we've had a very good relationship with them and we are happy to continue that.

You have in front of you this really great handout that they gave us that we will be using a lot to try to educate residents and there is a lot of information regarding myths and facts about recycling.

**Discussion:**

Commissioner Moriarty

I noticed in our packets that the January recycling charge was \$41,000. Adding them up going 12 months we are going to exceed the \$400,000 that we are approving today. I was wondering what you are looking for, Director, for the future? Do you think that's going to come down?

Director Fauteux

No, I don't think it will come down in the foreseeable future but will offset that is the glass that we are taking. They will be crediting us for somewhere around \$200,000 worth of glass that we will be accepting. That will keep us in the \$400,000 range.

Commissioner Moriarty

My other question is as you know, the State of New Hampshire just came out with their own recycling report and they recommend crushing all of the glass and not recycling it and using it throughout the state on walkways, parks, and whatever. Is that what you are saying Casella is doing now, are they crushing the glass?

Director Fauteux

They are crushing the glass. They are crushing it finer for us because that is what the State of New Hampshire requires but they are using it...there is a big push right now in New Hampshire for glass to be used as aggregate so they are trying to get communities to use it for underneath sidewalks, as road base, and in fact, the legislature is trying to pass legislation that would require the DOT to use a certain amount of glass in their road base.

That's where the big push is right now for glass. We need it because we can use it for cover so we don't have to pay for cover materials, which is great, and also we need to fill our setback.

Commissioner Schoneman

Attachment B, the paper that's in the packet that talks about the price per ton and the cost per load, how many tons are in a load?

Director Fauteux

That's a good question, I'd have to...it really depends on what the makeup of the load would be. Glass is heavier than other things but I would guess somewhere about 20 tons or so on average but I can get you the exact numbers.

Commissioner Schoneman

In the formula that would reduce processing costs, it's unreadable. Can you explain it.

Director Fauteux

ACR is the average commodity revenue. We have a ceiling price of \$150.00 per ton and that means it is the highest cost that we will ever pay for recyclables. There is calculation and Sally Hyland could help us with that but if for some reason the threshold is less than \$80.00 per ton of that average commodity revenue then we would share in some of the profits of the recyclables. However, if it's 80% or greater then we would not gain anything. There is a formula that goes into all of that. I will get more information for you on that.

**MOTION:** Commissioner Pappas to approve Motion A and Motion B under Solid Waste.

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

Yea: Mayor Donchess, Commissioner Teas, 5  
Commissioner Pappas, Commissioner Moriarty,  
& Commissioner Schoneman

Nay: 0

**MOTION CARRIED: Unanimously**

Wastewater Department

**A. MOTION:** To approve the User Warrants as presented.

**B. MOTION:** To approve the purchase of a Fairbanks brand vertical solids handling pump from Hayes Pump, Inc., of Concord, MA, for the amount of \$30,307. Funding will be

through Department 169 Wastewater; Fund: Wastewater; Account Category: 71 Equipment.

Mr. Dave Boucher, Superintendent of Wastewater

Motion B is for the purchase of a sewer pump for our north gate pump station which services a portion of the west side of Nashua. Currently, there are two pumps in the pump station, one was replaced a little while back. The second pump was the same age as the one that just failed. This would be the replacement for that one should that fail. They don't make that style anymore so...the pump that we are purchasing when this station gets updated in the future this will be the pump that is going in so we would save money in the future. This is a back-up pump in case one fails.

**MOTION:** Commissioner Pappas to approve Motion A and Motion B under the Wastewater Department.

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

Yea: Mayor Donchess, Commissioner Teas, Commissioner Pappas, Commissioner Moriarty, & Commissioner Schoneman	5
Nay:	0

**MOTION CARRIED: Unanimously**

Engineering Department

- A. MOTION:** To approve the construction contract for the 2020 Paving Program – Contract 1 to Sunshine Paving Corporation of Hudson, NH, in the amount of \$4,014,750. Funding will be through: Department: 160 Admin/Engineering; Funds: Bond and Trust; Activity: Paving and Department: 169 Wastewater; Fund: Bond; Activity: Sewer Rehab.
- B. MOTION:** To approve the construction contract for the 2020 Paving Program – Contract 2 to Sunshine Paving Corporation of Hudson, NH, in the amount of \$4,262,733.75. Funding will be through: Department: 160 Admin/Engineering; Funds: Bond and Trust; Activity: Paving and Department: 169 Wastewater; Fund: Bond; Activity: Sewer Rehab.
- C. MOTION:** To approve the following Pole License Petitions: PSNH #21-1487, #21-1488, #21-1447, and #21-1448.
- D. MOTION:** To approve the award of the construction contract for the 2020 Sewer Replacement Project to SUR Construction West, Inc. of Winchester, NH, in the amount of \$1,497,993. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Activity: Sewer Rehab.

- E. MOTION:** To consider the request from owners John L and Collen Lyons Dupre of 7 Fairway Street for one building service connection to service two lots (7 Fairway Street and proposed lot 109) with the recommended stipulations.
- F. MOTION:** To approve the emergency request for DPW to excavate in a five-year moratorium street at 4 Steven Street for the repair and/or replacement of the sewer service connection.
- G. MOTION:** To approve Drainlayer's License for SUR Construction West, Inc., of Winchester, NH, in accordance with Nashua City Code §255-19 Issuance of Drainlayer's License.
- H. MOTION:** To consider the emergency request to excavate in a five-year moratorium street from Nalpathu LLC, owner of 44 Kinsley Street, for the repair and/or replacement of the sewer service connection.
- I. Informational:** 2020 List of Streets to be Paved

Mr. Dan Hudson, City Engineer

This is a very long agenda so I don't want to go into all of these in a lot of detail unless you would like me to so I will just breeze over a few of them and speak in more depth of the things that I think might be of interest and then I would be happy to entertain any questions.

Motion A & B are the 2020 paving program. We sent out two separate bids and Sunshine Paving was the low bidder on both and they did a good job for us last year so we are recommending to award those contracts to them.

There are some pole petition licenses, sewer replacement construction; we bid that out and got six bids and SUR Construction West, Inc. was the low bidder. They haven't done work in Nashua to my knowledge but they have done a lot of work around New England and have done a good job at that so we recommend awarding the contract to them.

Motion E is kind of an interesting one where there is a landowner on 7 Fairway Street. Fairway Street doesn't have sewer. The sewer service on their property currently runs through an abutting property to Taylor. They are proposing to subdivide the lot and that subdivided lot desires to connect to the existing service through the other lot. We reviewed it and we don't have an objection to it other than we would ask for a number of stipulations to be considered as follows:

1. The maintenance of the sewer service within the right-of-way shall become the responsibility of the property owners.
2. An agreement between the property owners regarding the responsibility for the maintenance of the sewer service shall be approved by the Engineering Department prior to filing with the Hillsborough County Registry of Deeds.

3. The applicant must prove that the existing sewer connection is capable of handling the flow from the two lots.
4. An easement between the new lot and 171 Taylor Street allowing rights for the new lot to use the connection crossing at the 171 Taylor Street property.
5. A CCTV inspection of the sewer service connection from the existing building to the sewer main be submitted and the CCTV imagery shall include a linear foot counter and be of superior quality so the condition assessment of the pipe can be made.
6. The service connection pipe shall have no rating greater than a two on PACP (Pipeline Assessment Certification Program) condition assessment scale.
7. If the pipe condition warrants replacement as determined by the engineering, the service connection will be replaced and a pipe meeting current specifications.

Basically what we are asking there is to investigate the pipe that is there and make sure all of the proper arrangements are in place and if one or the other owner's leaves or changes we want the other owner to have the right to go replace the service should that be necessary. That's what those stipulations are intended to do.

There are a couple of emergency requests for more waivers from the paving moratorium to cut into recently paved streets for sewer issues as we have had in the past.

The last item is the proposed paving 2020 list. I would be happy to entertain any questions.

Director Fauteux

We also have Hayner Swanson here who would be happy to answer any questions if you have any regarding Motion E.

Commissioner Pappas

I think we went through a lot of these quickly and out of respect for Commissioner Schoneman who is new and this is only her second regular meeting, to explain why we have the moratorium and why they have to come to the Board in order to get that approved.

Mr. Hudson

Obviously, we would prefer that people did not cut into newly paved streets but, sometimes, unfortunately, that's unavoidable so the moratorium is intended to prohibit that unless there are extenuating circumstances. If you have a sewer service to a house that isn't functioning because it has collapsed in the street then clearly, that needed to be addressed so that sewer service can continue. There are provisions in the ordinance for the restoration of the roadway which involves repairing the trench but also replacing the pavement 20 feet on

either side of the affected area. It's a treatment above and beyond what the normal repair would be but it's intended to be that way to best preserve the investment that the city has made in the paving.

Commissioner Pappas

I'm having a little bit of trouble hearing. These are both for repairs and not brand new ones, is that correct?

Director Fauteux

Yes, that's correct.

Commissioner Pappas

Okay, I just wanted to double-check that because I know that we say repair and/or replacement. I just wanted to make sure it was that and not someone who was looking to put in brand new.

Mayor Donchess

Are there any other questions or discussion?

Commissioner Moriarty

I thought before the city paves a road we send a homeowner a letter that says "listen, we are going to be paving a road and this would be the time to think about replacing your sewer lines if you want to."

Mr. Hudson

That's correct, we do that when we are gearing up for paving. We are sending out those notices as we speak. As a homeowner, it can be a large expense to replace a sewer service so many don't jump to do that even though we wish they would. We do make that notification.

Commissioner Moriarty

Are you sure these are emergency situations?

Mr. Hudson

Yes, they are. They actually started digging at 44 Kinsley Street today on the property side and that pipe is completely crumbling. They have dug out to where the sidewalk is and unfortunately, they did intercept the service that was replaced and they are going to have to go into the street if you approve this. The other one is the same thing. We have seen the video and we have seen the pipe and it's in poor shape and it needs to be addressed.

Commissioner Pappas

And there's no other way they can connect but through cutting through the street?

Mr. Hudson

That's correct.

Alderman O'Brien

Anything can happen structurally and I did read briefly that one of the houses was built in 1880 and it's a very old system. As an Alderman, one of the things we did here is the never-ending Kinsley Street project (of course it did end) but it does seem shameful but again, I understand infrastructure can fail. My question is even in an emergency situation are the permit fees the same after the moratorium as during the moratorium?

Mr. Hudson

Yes.

Alderman O'Brien

Looking at or having the discussion of looking at an increased fee to kind of assist us in trying to hold the moratorium, if we put that as an extra warning in the future to homeowners...I don't want to penalize anyone, that's not the objective here, but if we are investing in our streets...so to give something a little bit more teeth and to say in the letter that the fees for the moratorium period could be more than a normal fee.

Mr. Hudson

We are looking at a fee structure, basically, a pavement damage fee structure which would be graduated so that within the first couple of years the fee would be much higher than in the next three years and after five years it reduces further. It would further reinforce that it's going to be expensive if you have to come out and do that work. The work itself, the milling 20 feet past wherever you are cutting is quite an expense. Kinsley Street, as you know, is two lanes wide so doing that work is going to be expensive.

**MOTION:** Commissioner Teas to approve motions A through I under Engineering.

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

Yea: Mayor Donchess, Commissioner Teas,  
Commissioner Pappas, Commissioner Moriarty,  
& Commissioner Schoneman

5

Nay:

0

**MOTION CARRIED: Unanimously**

**Administration**

**A. MOTION:** Commissioner Teas to approve the FY21 Budget as presented at the February 20, 2020, Budget Workshop.

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

Yea: Mayor Donchess, Commissioner Teas,  
Commissioner Pappas, Commissioner Moriarty,  
& Commissioner Schoneman 5

Nay: 0

**MOTION CARRIED: Unanimously**

**Recorder's Note:** *Commissioner Teas was excused from the meeting at approximately 6:40 p.m.*

**B. Informational: Director's Report**

- The bollard at Concord and Courtland keep getting hit so we are going to remove that bollard and see what happens.
- We have a Safe Routes to School project going on at Charlotte Avenue. We have a new sidewalk on the right-hand side of the street across from the Charlotte Avenue School. We've added a three-way stop at Charlotte Avenue and Charlotte Street. We are putting in electronic speed indicator signs, and there are currently three crosswalks and we are going to remove the three and just have one. We are also going to narrow the road a bit to slow traffic where the crossing will be. We've been trying to do this for approximately ten years and we finally were able to get the funding from the state and we did meet with the PTO, the principal, and the neighborhood and they are pretty excited.
- We have sidewalk ramps that will be upgraded to ADA on Harris Road.
- We also some sidewalk reconstruction at the intersection of Allds and Nye Street.
- We did a service repair at 142 Ash Street. We wanted to point out that this was done by RWC Enterprises and the homeowner paid the city \$600 and

the total cost to the city was \$22,500 which just goes to show you how outdated our fees are.

- The Bidy Basketball teams had their championship. The champions (age 10 through 12) were the Knicks and the game was held on February 15<sup>th</sup>. The champions of the 7 through 9-year-old boys were the Pistons and they played on the 20<sup>th</sup>. The girls (10 through 12) were the Celtics and was held on February 18<sup>th</sup> and they were the winners. Then again the Celtics ages 7 through 9 were the winners in that category.
- We are working diligently on the boat ramp. It's really looking great and it's going to be a beautiful area. We are thinking about some other things that we might do down there like sitting areas and potentially frisbee golf or something like that. We have begun driving cofferdam into the river and Superintendent Ibarra and his team are cutting in the road and building the road now.
- The playground surfacing at Roby Park has been completed.
- This is a picture of the ice rink at Roby Park which has been a challenge this year given the fluctuation in temperature but Parks & Recreation has done a good job at maintaining the ice.
- This is a sewer repair that the Street Department did to a residence because a pipe had collapsed and needed to be replaced.
- We did some emergency road repair. There were some really big potholes that broke up in the section of the road near the Amherst Street fire station.
- We did some repairs to our salt barn. We had some fascia boards that were rotted and there was some leaking.
- The Newton Drive Pump Station is the first of the pump stations to be replaced in our current pump station upgrade project. All thirteen are scheduled to either be modified or replaced in a two-phase approach over the next couple of years.
- We have our primary clarifier upgrades. You can see a hatch that is being installed which will allow for safer access to some of the areas of the tanks. The picture on the right shows the condition of the concrete in tank #2 which needed to be coated.
- Our Energy Recovery Project is nearing completion. We are finishing all of the piping and soon our CAT generators will be online and producing energy again. That comes from the methane that we are generating.

- The Phase III landfill; we are still waiting and honestly, a little bit frustrated with DES because we still don't have approval to, even though it's been done quite some time, they have not given us the approval to enter the Phase III, but hopefully we will get that soon. This is a picture of the new pump house which pumps the leachate and condensate from the Phase III into the collection system and then it is gravity fed to the wastewater treatment plant.
- This is an update on recycling. You can see our cost per ton was \$96.95 in February, \$101.77 in January, and \$95.97 in December. It's remained fairly consistent but it's still pretty high, unfortunately.

### **Commissioner's Comments**

There were no Commissioner comments.

### **Personnel**

**A. MOTION:** To approve and unseal the nonpublic minutes for Personnel from the Board of Public Works Meeting of January 30, 2020.

**B. MOTION:** To accept the resignation of Emil Bravo, Assistant Construction Engineer, effective February 12, 2020.

**C. MOTION:** To accept the resignation of Matthew Collins, Groundsman I, effective February 24, 2020.

**MOTION:** Commissioner Pappas to approve motions A through C under Personnel.

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

Yea: Mayor Donchess, Commissioner Pappas, Commissioner Moriarty, & Commissioner Schoneman	4
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Nay:	0
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**MOTION CARRIED: Unanimously**

### **Adjournment**

Commissioner Pappas made a motion to adjourn.

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

Yea: Mayor Donchess, Commissioner Pappas,	4
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Nay:

0

**MOTION CARRIED: Unanimously**

Meeting adjourned at 6:59 p.m.

DRAFT

**Special Board of Public Works Meeting  
Meeting Minutes  
April 8, 2020**

A special meeting of the Board of Public Works was held on Wednesday, April 8, 2020, at 2:00 p.m. via WebEx Conference Call.

Mayor Donchess, Chair, declared the meeting to order at 2:00 p.m. and called the roll.

Members Present:

Mayor James Donchess, Chair  
Commissioner Tracy Pappas  
Commissioner Kevin S. Moriarty  
Commissioner Shannon Schoneman

Members not Present:

Commissioner G. Frank Teas

Mayor Donchess

I am attending remotely due to the social distancing which has been advocated by the Governor. I am at my home and I am alone.

Commissioner Pappas

I am attending remotely due to the social distancing which has been advocated by the Governor. Although my husband and three kids are in the house they are not in the room with me.

Commissioner Moriarty

I am attending remotely due to the social distancing which has been advocated by the Governor. I am alone and at home at the present time.

Commissioner Schoneman

I am attending remotely due to the social distancing which has been advocated by the Governor. I am alone and at home at the present time.

Mayor Donchess

All of the votes taken at this meeting need to be taken by roll call to satisfy the requirements.

Also Present:

Ms. Lisa Fauteux, Director, Division of Public Works  
Attorney Steven A. Bolton, Corporation Counsel  
Mr. Jeff Lafleur, Superintendent of Solid Waste  
Mr. John Stewart, Fleet Manager  
Mr. Dan Hudson, City Engineer

**MOTION:** Commission Pappas made a motion to approve the agenda as presented.

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

Yea: Mayor Donchess, Commissioner Pappas, Commissioner Moriarty, & Commissioner Schoneman	4
Nay:	0

**MOTION CARRIED: Unanimously**

**Solid Waste Department**

**A. MOTION:** Commissioner Pappas to approve a contract with Milton Cat of Londonderry, NH, to perform a Caterpillar Certified Rebuild to the Solid Waste compactor #052 for a cost not-to-exceed \$500,000. Funding will be through: Department: 168 Solid Waste; Fund: Solid Waste; Activity; CERF.

**Discussion:**

Mr. John Stewart, Fleet Manager

Milton Cat has a program in place to refurbish their equipment that will eliminate the problem we are having with the emission issues on the current compactor. It has caused some reliability questions. We attempted to use the dozer as a fill-in when it's down for repairs but it doesn't have the weight or compaction. It's just not designed for trash compaction.

The program for refurbishing will take the compactor and totally strip it down to the bare frame and sandblast and paint each piece as it is being put back together. It will have a certified power train in which they will rebuild the engine, the transmission, and every system on the compactor which will bring it to a like-new status. In fact, so new that it will have a new vehicle identification number and they will warranty the material and workmanship for four years. This is half the cost of a new compactor that would have the same emissions as the one we have now.

Mayor Donchess

A new compactor would cost approximately \$1 million.

Mr. Stewart

That's correct.

Mayor Donchess

Are there any questions on this motion?

Commissioner Pappas

How long would a new machine last?

Mr. Stewart

It should last between ten to fifteen years.

Commissioner Pappas

Okay, so we are getting four years at about half the cost.

Mr. Stewart

Correct.

Mr. Lafleur

You are actually getting a warranty for four years, Commissioner Pappas. You get a brand new machine for the \$500,000 as a certified rebuild.

Commissioner Pappas

So will this last ten to fifteen years?

Mr. Lafleur

Absolutely. It's the warranty that is only for four years. When Cat builds a machine like this they actually build a second life into the machine and that's what we are going for.

Commissioner Pappas

When it was stated that it wasn't designed for the use, do you mean it was no longer capable of compacting or was this particular caterpillar not designed for being a compactor?

Mr. Stewart

I was referencing that the bulldozer was being used as a back-up compactor and it was not designed to be a compactor.

Commissioner Pappas

So it's been out of service since 2018, and you need it back into service because what you were using as a back-up isn't working.

Mr. Stewart

Correct.

Commissioner Pappas

Is there something wrong with the machine #80 that this back-up for or not?

Mr. Stewart

It's just that it's getting some time and hours on it and it has had some issues with emission and by having this other machine rebuilt there are no emissions on it.

Commissioner Pappas

Are we only going to have two compactors at the landfill?

Mr. Stewart

Yes.

Mayor Donchess

Are there any other questions or comments?

Commissioner Schoneman

How long is the rebuild going to take and I am sure it is going to be done on-site, is that correct?

Mr. Stewart

Milton Cat said it will take eight to ten weeks.

Director Fauteux

It will not be done on-site Commissioner Schoneman, it will be taken to their dealership to rebuild.

Commissioner Pappas

When we have these compactors worked on, does Caterpillar work on them and that's not something that our mechanics can do, is that correct?

Mr. Lafleur

Yes, that is correct, they are very specialized.

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

Yea: Mayor Donchess, Commissioner Pappas, Commissioner Moriarty, & Commissioner Schoneman	4
Nay:	0

**MOTION CARRIED: Unanimously**

**Engineering Department**

**A. MOTION:** Commissioner Pappas to approve Change Order #2 for the 2019 CIPP Lining Project with Kenyon Pipeline Inspection of Queensbury, NY, for an amount not-to-exceed \$1,500,000. Funding will be through Department: 169 Wastewater; Fund: Bond; Activity: Sewer Infrastructure Improvements.

**Discussion:**

Mr. Dan Hudson, City Engineer

Kenyon has done a good job for us in the past. They have inspected a lot of sewer pipe and lined a lot of it for us. Our sewer system is about 315 miles of pipe. So far, working with Kenyon and others we have inspected 98 miles of that and we have lined 13 miles so this is a continuation of that effort. Lining pipes is much less expensive than it is to reconstruct pipes. It's important that we get out into the system and look at the pipes, assess them, and line what we can before they deteriorate and collapse and then we have a more expensive repair which is more destructive. We are asking to continue that work through this change order.

Mayor Donchess

Are there any questions or comments?

Commissioner Pappas

I think it is certainly worth the money to go ahead and line them because it is so much cheaper than totally replacing pipes and it does save our newly paved roads so we are not cutting into roads to replace the sewers. My only question is if there are any sewer pipes in such bad condition that they can't be lined?

Mr. Hudson

Yes, that is the case. Parallel to this, we have a contract with SUR West where we are actually digging up and replacing some of the lines and also going in and making point

repairs if we just have a spot collapse. That's about a \$1.5 million project this year but we see a lot of value of doing this video inspection and lining work. One of the big benefits to this too is as we are looking at all of our sewer pipes, many of which had not been looked at in a long time; we are doing a cleaning of them. We will also be doing the digging which is a better value for the city in the long run.

Commissioner Pappas

So before we line them will they be able to tell if...we won't get into a situation where the lining might cause a sewer collapse? Are they able to tell that through the camera?

Mr. Hudson

Correct, so we look at the pipes and you can tell by looking at them why type of pipe material it is and see how much deterioration it has. If you have a pipe that has collapsed then you can't line it. These are pipes that are structurally in the correct shape, they are still round and we can provide basically a pipe within pipe when you are done. It's a good product and it seems to be working well.

Mayor Donchess

Are there further questions or comments?

Mayor Donchess

I have one, how many miles of sewer do you think we can line for the \$1.5 million?

Mr. Hudson

It's about another 10 miles or so of lining. I can't tell you the exact amount that we are going to line because we have to look at it first. We will do as much as we can and this will make a good dent in what we need to do. We have focused this program in the downtown area where the older sewers are. Some of the other areas where they have PVC sewer...those tend to be in much better shape.

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

Yea: Mayor Donchess, Commissioner Pappas, Commissioner Moriarty, & Commissioner Schoneman	4
Nay:	0

**MOTION CARRIED: Unanimously**

## Director's Comments

### Director Fauteux

The sewer user warrants that all of the Commissioner's typically sign...I currently have three of them that need signatures. I spoke with Attorney Bolton who is on this call and he mentioned that perhaps the Board, during the COVID-19 pandemic, could authorize me to sign those on their behalf.

### Commissioner Pappas

I have no problem with that.

### Mayor Donchess

I think we should approve it by a motion.

**MOTION:** Commissioner Pappas to allow the Director of Public Works to be authorized to sign the Sewer User Warrants on behalf of the Board of Public Works during the COVID-19 outbreak.

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

Yea: Mayor Donchess, Commissioner Pappas, 4  
Commissioner Moriarty, & Commissioner Schoneman

Nay: 0

**MOTION CARRIED: Unanimously**

### Director Fauteux

Today we received resolution R-20-025 that we need to act upon, we didn't receive it until this morning.

**R-20-025: RELATIVE TO THE APPROVAL OF FUNDING FOR THE REBUILD OF THE SOLID WASTE CAT COMPACTOR FROM THE CAPITAL EQUIPMENT RESERVE FUND DURING FY 2020 IN AN AMOUNT NOT-TO-EXCEED \$500,000.**

When we have our CERF funds approved they are for a specific purpose. The purpose had been to buy Solid Waste but we decided instead that this was a more important use of the funds. This is to authorize the change in the use of the funds from purchasing the solid waste vehicles to rebuilding the compactor. The Board of Aldermen is looking for a positive recommendation from our Board for that.

Mayor Donchess

The CERF (Capital Equipment Reserve Fund) list of purchases is approved by the Board of Aldermen so the expenditures are (inaudible). What is being proposed via this resolution is a substitution of the rebuild of the Caterpillar compactor and that has to be proposed to the Board of Aldermen which has been done. The Board of Aldermen is simply looking for the Board of Public Works' recommendation regarding whether to proceed with that change. Basically, it just backs up what we have already approved.

Commissioner Pappas

What are we not replacing in place of the Caterpillar?

Director Fauteux

We will be replacing two solid waste trash truck packers, but we are just referring it for a year.

Mr. Lafleur

That's correct.

**MOTION:** Commissioner Pappas to favorably recommend R-20-025 to the Board of Aldermen for the funding of \$500,000 to rebuild the Caterpillar.

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

Yea: Mayor Donchess, Commissioner Pappas, Commissioner Moriarty, & Commissioner Schoneman	4
Nay:	0

**MOTION CARRIED: Unanimously**

Director Fauteux

The other item I wanted to mention was the issue of the challenges of public comment and I didn't know if you wanted to explain what the Board of Aldermen had decided regarding that during this crisis.

Mayor Donchess

Some of the Governor's emergency orders have addressed this issue but Attorney Bolton, would you please go ahead and further explain?

Attorney Bolton, Corporation Counsel

Generally speaking, there is no requirement that public bodies allow for public comment or like participation by members of the public. It's not uncommon that it is permitted, but many Board's

including the Board of Aldermen (and I believe the Board of Education is considering a similar measure) are suspending public comment periods during this time because of the difficulty with the technicalities. It proves to be quite cumbersome and it doesn't violate any laws to suspend public comment during this emergency or forever for that matter.

Mayor Donchess

Well, we are not proposing forever, we are just suggesting it during the COVID-19 period.

Commissioner Pappas

I think we have always been pretty good about having our e-mail available. If someone has a question or a comment regarding something for public works if it could be shared with the Commissioners I think that would be a good thing to do. Even if we are not required, in my view it's not a bad thing to do.

Mayor Donchess

That would be fine and I will certainly share anything that comes to my attention. Comments should be directed to Director Fauteux so they can then be circulated to the entire Board.

Attorney Bolton

That would be fine but don't get in the habit of having the Mayor and the Commissioners be discussing matters by way of e-mail or the like, even if it starts off with a member of the public making a suggestion or a comment, if a majority of the Board (three members) would send comments each other back and forth about what is going on that could run afoul of the Right-to-Know law itself. We are not supposed to discuss these matters within your jurisdiction outside of a meeting.

Commissioner Pappas

Agreed, thank you.

**MOTION:** Commissioner Moriarty to suspend public comment during the COVID-19 crisis.

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

Yea: Mayor Donchess, Commissioner Moriarty, & Commissioner Schoneman	3
Nay: Commissioner Pappas	1

**MOTION CARRIED: Unanimously (Nay – Pappas)**

Director Fauteux

I wanted to give the Commissioner's an update. Public Works employees in our operations have been deemed essential by the Governor. We have a responsibility to the residents and

we will continue our services as long as we can do so in a safe manner. We have as many people as we can working right now safely. We are working very closely with the Unions and assigning people according to contract guidelines. We have vetted our plan both through Bobbi Bagley, Director of Public Health, and Justin Kates, Director of Emergency Management. We are limiting staff to groups of three and many of our employees are working independently. We are keeping the same groups together every day in the same vehicles to the extent possible. We do not have staff going into break rooms and they are not badging in but foremen are using a checklist in a social distancing manner. Our facilities are being cleaned regularly and we have developed some COVID-19 recommended guidelines for our essential staff which includes daily wellness checks and procedures to prevent exposure. We are also providing our staff with the necessary personal protective equipment to do their job safely. We are pleased to say that most of our staff are working. We have been very creative in finding ways that people can work independently and still get their jobs done.

The last thing I wanted to mention, because there has been some confusion about it that we will be beginning soft-yard waste pick-up on Monday, April 13<sup>th</sup>.

### **Commissioner's Comments**

#### Commissioner Pappas

My guess is we probably have some lost revenue because we probably don't have as much commercial trash. Can we get a general ballpark figure on that and maybe some sort of forecast or comment to see what the amount of money the city will have to kick into the landfill and if it will be significant.

Can we get an update on the new phases of the landfill?

I was looking through my notes and I think it's been a while since we have evaluated our sewer rates and I know in the past the city ran into a real jam where that wasn't done for a few years and we ended up with not as much money as we should have for sewer rates. I hope we don't lose sight of that; it really needs to stay on our radar.

#### Director Fauteux

As far as trash volumes, I don't believe we have seen a decrease, although I guess time will tell. If anything, I think they might come up a little bit because folks are home and cleaning up.

We are still moving forward with the new phases at the landfill. We are very close to being able to place trash in the phase III landfill and Sanborn Head is still moving ahead, even though they are working remotely, with the permitting of phase IV.

#### Mr. Lafleur

That should happen in a month or so.

### Director Fauteux

We did receive approval for phase III and then there was just one more step that we needed to do to start placing trash in there but it's moving along fine.

As far as the sewer rates go, there has been a discussion with our Financial Manager, Carolyn O'Connor, and she said she and the CFO, John Griffin, are continuing to work on that and the plan is to have an increase for July 1<sup>st</sup>. I will keep the Board updated on that as I hear more information from Financial Services.

### Commissioner Pappas

I know that we are probably getting more residential trash but we don't get revenue for it but I understand that we get revenue for some commercial trash.

### Director Fauteux

We do get a little bit of revenue from commercial trash, Commissioner Pappas, because most of it is for the residential complexes like apartments, and condominiums so they get the residential credit but we don't get revenue. We do get some commercial trash and we can certainly have those numbers for you at the April 23<sup>rd</sup> meeting.

### Mayor Donchess

That would be helpful because we may through various...the Relief Act, the Care Act, and other things...the measures passed by Congress. Maybe we will be able to seek reimbursement for lost revenue and things like that and we do have lost revenues.

### Commissioner Moriarty

I continue to be concerned about having two drivers in the cab during this crisis. I don't know if that can be prevented at all...with the trash pick-up.

### Director Fauteux

The automated drivers are by themselves, the semi-automated can work by themselves but, unfortunately, the driver's that are in packers need at least one person on the back tipping the toter's. We are providing them with masks, gloves, wipes, and sanitizer. We will also do a wellness check for every day they are feeling okay and there are not any issues. The other thing is we are keeping the same groups together so if we have three people out on a packer it's the same three people every day in the same truck. That is one way we are trying to limit exposure.

### Commissioner Moriarty

Will there be an update on the architectural plans for the new building?

Director Fauteux

Yes. I will work with Diane to set-up a meeting for the committee to work on that. It hasn't gone as quickly because of everything that has been going on. We have recently received some information and we will try to set something up so we can do that and the architect can give a presentation on what she is thinking.

Commissioner Pappas made a motion to adjourn.

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

Yea: Mayor Donchess, Commissioner Pappas, 4  
Commissioner Moriarty, & Commissioner Schoneman

Nay: 0

**MOTION CARRIED: Unanimously**

Meeting adjourned at 2:39 p.m.



# THE CITY OF NASHUA

*Division of Public Works*

*Solid Waste Department*

*"The Gate City"*

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## **Board of Public Works Meeting of April 23, 2020 Solid Waste Department**

### **Agenda**

- A. Motion:** To approve the purchase of recycling and trash carts and cart lids for curbside collection for FY21 in an amount not-to-exceed \$145,000 from Toter, Inc. of Statesville, NC. Funding will be through: Department: 168 Solid Waste; Fund: Solid Waste; Account Classification: 71 Equipment.

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 23, 2020

From: Jeff Lafleur, Superintendent  
Solid Waste Department

Re: To approve the purchase of Recycling and Trash carts from Toter, Inc.

**A. Motion:** To approve the purchase of recycling and trash carts and cart lids for curbside collection for FY21 in an amount not-to-exceed \$145,000 from Toter, Inc. of Statesville, NC. Funding will be through: Department: 168 Solid Waste; Fund: Solid Waste; Account Classification: 71 Equipment.

**Discussion:** Toter Inc. has been the vendor supplying trash and recycling carts for the City of Nashua since 2003 when the automated trash collection program started. The curbside recycling program has grown immensely and the demands for recycling carts are on the rise.

In October 2002 (RFP #0721-110802), a nine member committee comprised of DPW, BPW, and Purchasing officials as well as a representative of the Board of Aldermen and the general public interviewed prospective vendors and evaluated their proposals. Toter Inc. was chosen and has been providing a quality product and excellent service as well as honoring warranty claims presented.



## Board of Public Works Meeting of April 23, 2020 Engineering Department

### Agenda

- A. Motion:** To approve the Residential and Commercial Wastewater Service Permits and Fees as submitted.
- B. Motion:** To approve the engineering services contract with Hayner/Swanson, Inc. (HSI) of Nashua, NH in the amount of \$398,230 for the management and construction administration of the paving program. Department: 160 Admin/Engineering; Fund: Bond; Activity: Paving.
- C. Motion:** To approve the purchase of manhole and catch basin castings from Concord Winwater Works Co. of Concord, NH in the amount of \$65,251.35. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Activity: Sewer Structures
- D. Motion:** To approve the following Pole License Petitions: PSNH # 21-1490, #21-1507, #21-1511.
- E. Motion:** To consider the hardship request to excavate in a five year moratorium street from Liberty Utilities for the installation of a high pressure gas line.
- F. Motion:** To approve the hardship request from Liberty Utilities for excavation to repair ten Grade 2 leaks located at 16 Hassel Brook Rd, 7 Kenmare Rd, 3 Kerry Ln, 8 Kerry Ln, 13 Manchester St, 29 Nottingham Dr, 6 Piermont St, 21 Pinehurst Ave, 34 Pinehurst Ave, 124 Peele Rd.
- G. Motion:** To consider the hardship request from Liberty Utilities for excavation through the intersection of Main St and Russell Ave in preparation for paving.
- H. Motion:** To consider the request from the owners of 24 Coburn Ave for one building service connection to service two lots (existing Lot F-71 and proposed Lot F-71-1) with the recommended stipulations.
- I. Informational:** Emergency approval of a change order with S.W. Cole Engineering, Inc. of Londonderry, NH in the amount of \$94,400. Funding is through: Department: 160 Admin/Engineering; Fund: Bond; Activity: Paving.

## City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: April 23, 2020

From: Daniel Hudson, P.E., City Engineer  
Engineering Department

Re: Residential and Commercial Wastewater Service Permits

**A. Motion:** To approve the Residential and Commercial Wastewater Service Permits and Fees as submitted.

**Discussion:** Below is a list of Residential and Commercial Wastewater Service Permits issued for the period February 1 to March 31, 2020.

Date	Permit #	Location Address	Resident Name/ Company Name	Comments (Residential or Commercial)	Fees	Repair	Entrance	Connection	Betterment
2/7/2020	24002	225 Daniel Webster Hwy	Linear Retail Nashua #1 LLC 1 Burlington Woods Dr, Burlington, MA 01803	Commercial Re-use	\$0.00 (1)				
2/20/2020	24003	17 Sims St	Sharyn A Wilcox (Owner Occupied)	Residential Replacement	\$600.00	X			
2/6/2020	24004	4 Stevens St	Jenna L Testa-Smith 9 Montgomery Ave Nashua, NH 03060	Residential Replacement	\$600.00	X			
2/7/2020	24006	350 Main St (Dig on Faxon St)	JMS Realty Corp PO Box 1030 Exeter, NH 03833	Residential Replacement	\$0.00 (2)	X			
2/7/2020	24008	4 Buchanan St	Raymundo A Ramos & Minerva Tavaréz	Residential Replacement	\$0.00 (3)	X			
2/11/2020	24009	6 Carroll St	Jessica Blanche & Carl Ingraham	Residential Increase Use	\$0.00 (4)				
3/12/2020	24011	4 Meredith Dr (lot:1326-E)	Patrick J Guiney 78 Zoski Rd Deering, NH 03244	Residential New Connection	\$1,243.38		X	X	X
3/10/2020	24014	16 Euclid Ave	Mary J. Mansfield	Residential Replacement	\$600.00	X			
3/18/2020	24015	22 Eastman St	Dan Bergeron Building & Development 78 Hills Ferry Rd	Residential New Connection	\$295.00		X		
<b>TOTAL</b>					<b>\$3,338.38</b>				

- (1) New tenant and change of use for existing building from retail to medical offices (dentist). No increase discharge, therefore no sewer fee.
- (2) Private Contractor made repairs to the existing service that was damaged during gas utility work. No Fee for contractor to make repairs.
- (3) Private Contractor made repairs to the existing service that was damaged during gas utility work. No Fee for contractor to make repairs.
- (4) Resident is adding an accessory dwelling unit onto an existing 1-unit home. Accessory living spaces are not considered new dwellings; therefore, no entrance fee charged.

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 23, 2020

From: Daniel Hudson, P.E., City Engineer  
Engineering Department

Re: Pavement Management Engineering Services – Hayner/Swanson, Inc.

**B. Motion:** To approve the engineering services contract with Hayner/Swanson, Inc. (HSI) of Nashua, NH in the amount of \$398,230 for the management and construction administration of the paving program. Department: 160 Admin/Engineering; Fund: Bond; Activity: Paving.

**Attachment:** HSI Proposal (dated January 15, 2020)

**Discussion:** This year, Public Works is taking on a very extensive paving program which includes 22 miles of roadways. This work is to be completed using two contracts totaling approximately \$8.3 million. In addition to the new contracts there are carry over streets from the 2019 paving program and a proposed change order to the federally funded program to construct ADA compliant ramps.

A professional services contract with HSI is necessary to assist City Engineering staff with the overall management, coordination, construction administration and observation of the paving program. The effort in construction coordination is significant given that there will be multiple contracts with several contractors throughout the City at the same time.

The term of this proposed contract will be from March 1, 2020 through December 1, 2020. More details of HSI's services are in their proposal (attached). The services to be provided on the paving program will be varied and HSI's responsibilities may be adjusted by the City based upon the specific needs and workload of the City staff. DPW continues to recommend HSI for these types of services because of their extensive experience on successful City projects, their attention to cost control and their responsiveness to the City's needs.



January 15, 2020

Ms. Lisa Fauteux  
Director of Public Works  
9 Riverside Street  
Nashua, NH 03062

Dear Ms. Fauteux:

Hayner/Swanson, Inc. (HSI) is pleased to submit this proposal to provide professional services in support of the City of Nashua's paving program. Consistent with the services we have provided in an earlier contract, this work will be performed as an extension of the City Engineering Department.

We note that the term of our most recent contract was established to run through December 29, 2019. We project that remaining budget for that contract will provide for our services through the end of February 2020.

The term of this proposed contract will be from March 1, 2020 through December 1, 2020. It is anticipated that the extent to which support will be needed during winter 2020/2021 will be assessed in Fall 2020.

In this highly integrated effort, coordination and construction administration will be staffed by both City staff and HSI personnel.

We understand that the services to be provided on the paving program will be varied and will include management, administration and construction observation. At times, we will be directly responsible for tasks. At other times, we will work in direct support of City staff. Our commitment to flexibility and to consistent and clear communication with the City will continue to be a key element in this program.

We understand that our responsibilities may be adjusted by the City based upon the specific needs and workload of the City staff. We anticipate that tasks which we may be called upon to undertake include:

- Overall coordination related to programming and scheduling project work
- Coordination with Stantec as they work to update their pavement condition database
- Coordination with privately owned utilities in advance of and during construction

- Review of existing conditions to identify issues such as existing driveway or walk puddles, and utility concerns
- Assistance during construction start-up including kick-off meetings and establishment of working and reporting practices with contractors
- Construction observation including measuring and tracking quantities, as well as preparation of comprehensive daily reports
- Supervision of the construction observation effort, whether performed by HSI or by City staff
- Compilation of project records
- Administration and support of construction contract closeout process
- Additional oversight, recordkeeping and coordination with NHDOT/FHWA as required for the remaining Federally funded contract

In performing these services, we understand that our efforts will always be as directed by the City Engineer. At times, we may perform services which the City's standard General Conditions for construction contracts assign to the "Engineer". We note that performing these duties will not bestow upon us the role and responsibilities of "Engineer" as may be defined in contracts with construction contractors.

HSI will not be given the authority to stop the Contractor's work, nor to order the Contractor to perform work beyond contract limits. If so directed by the City Engineer, we will deliver such orders on the Engineer's behalf.

On occasions when City staff may be working under the direct supervision of HSI, we understand that the City staff will perform work with a standard of care equal to or exceeding the standard we require of our own staff. City staff working under our supervision on construction sites will be expected to always wear appropriate safety equipment and maintain detailed records.

We understand that it is the City's desire to establish a budget for HSI's services which will be performed as directed by the City Engineer. On a monthly basis, we will prepare a report on the status of our overall budget and submit the report with our invoice. We anticipate that as work progresses, the specific tasks we work on will vary dependent upon the workload of City staff, as well as the budget remaining for our support.

We anticipate that our work will fall under four categories:

1. Principal Level: Work under this category will be administrative and supervisory support. We anticipate that these services will primarily be provided by John Vancor, P.E. and Paul Hayner, P.E.
2. Engineering and Construction Manager: Work under this category will include utility coordination, review of technical concerns, review of payment requisitions, resolution of disputes and preparation of possible change order documentation, preparation of bid

documents and contract coordination with contractors. We anticipate that these services will primarily be provided by Scott Murphy, P.E. and Ray Gelinas.

3. Construction Observation and Technical Support: Work under this category will include field and office work directly associated with construction observation, as well as plan preparation. We will assign Dan Brown and Denis Hayner to the field effort and will supplement Dan and Denis's services with other staff, including Ethan Beals and Steve Auger, as workload demands.
4. Administrative Support: Work under this category includes administrative efforts including compilation of records and preparation of documents. This work will be performed by Karen Blake.

As a basis for establishing the budget for the 2020 construction season, we have estimated work effort by each category.

Principal Level

Estimate 8 hours/week for 39 weeks =		312 hours
312 hours x \$170/hour	=	\$53,040

Engineering and Construction Manager

Estimate 12 hours/week for 39 weeks	=	468 hours
468 hours x \$135*/hour	=	\$63,180
*Composite rate used		

Construction Observation Support/Coordination

Estimate 75 hours/week for 39 weeks	=	2,925 hours
2,925 hours x \$95*/hour	=	\$277,875
*Composite rate used		

Administrative Support

Estimate 1 hours/week for 39 weeks	=	39 hours
39 hours x \$65/hour	=	\$2,535

<b>Total Labor Budget</b>	=	<b>\$396,630</b>
<b>Allowance for Expenses</b>	=	<b>\$1,600</b>
<b>Program Budget</b>		<b>\$398,230</b>

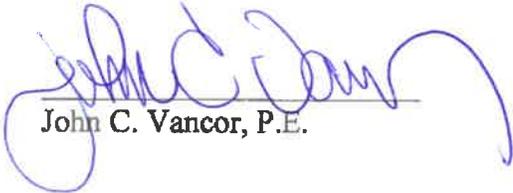
We understand that the actual work performed will be as directed and that the split of work between categories may vary significantly. We also understand that actual work performed will be only as directed and may be less than the budget presented.

We propose to provide the services described herein in accordance with the same terms and conditions used in our current contract to provide similar services.

If you have any questions or comments regarding this proposal, please contact me.

APPROVED BY:

\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
John C. Vancor, P.E.

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 23, 2020

From: Daniel Hudson, P.E., City Engineer  
Engineering Department

Re: 2020 Paving Program – Castings

**C. Motion:** To approve the purchase of manhole and catch basin castings from Concord Winwater Works Co. of Concord, NH in the amount of \$65,251.35. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Activity: Sewer Structures

**Attachment:** Casting Quantity Sheet

**Discussion:** Work associated with the annual paving program includes replacing all broken and non-standard manhole and catch basin castings. To keep costs down, the paving contract specifies that the castings will be supplied by the City.

Approximately 22 miles of additional roadway will be paved this year between two contracts and will require replacement castings as part of the work. Concord Winwater Works Co. was the low bidder and supplied the 2019 program with castings. Concord Winwater Works Co. has agreed to hold their 2019 prices for the 2020 season. All casting meet DPW specifications and they will be installed by the paving contractors.

**City of Nashua**  
**DPW - Engineering Department**  
**2020 Paving Program - Castings**

<u>Item No.</u>	<u>Quantity</u>	<u>Units</u>	<u>DESCRIPTION</u>	<u>REFERENCE NO.</u>	<u>Unit Price</u>	<u>Total Price</u>
1	165	EA	Catch Basin Grates	532031	\$72.35	\$11,937.75
2	40	EA	Drain Manhole Covers with Raised Letters "DRAIN".	200627	\$144.65	\$5,786.00
3	120	EA	Sewer Manhole Covers with Raised Letters "SEWER".	200628	\$144.65	\$17,358.00
4	75	EA	4 Flange Catch Basin Frames with 4" Rise	532111	\$104.94	\$7,870.50
5	25	EA	3 Flange Catch Basin Frames with 4" Rise	532113	\$102.91	\$2,572.75
6	15	EA	4 Flange Catch Basin Frames with 8" Rise	532013	\$125.29	\$1,879.35
7	30	EA	3 Flange Catch Basin Frames with 8" Rise	532011	\$118.06	\$3,541.80
8	130	EA	Manhole Frames with 6" Rise	200611	\$110.04	\$14,305.20
<b>TOTAL BID PRICE IN FIGURES</b>						<b>\$65,251.35</b>

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 23, 2020

From: Daniel Hudson, P.E., City Engineer  
Engineering Department

Re: Pole License Petitions

**D. Motion:** To approve the following Pole License Petitions: PSNH # 21-1490, #21-1507, #21-1511.

**Discussion:** The Engineering Department received the following pole license petitions:

- PSNH # 21-1490: 1044/18Y for one pole installation on West Hollis Street.
- PSNH # 21-1507: 390/32 for one poles installation on Amherst Street.
- PSNH and Consolidated Communications #21-1511 : 1044/98x for one pole installation on West Hollis.

The City Surveyor has reviewed the plans and field installations and recommends the approval of these pole license petitions.

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 23, 2020

From: Daniel Hudson, P.E., City Engineer  
Engineering Department

Re: Request to Excavate – Five Year Moratorium – Main St at Allds St Intersection

**E. Motion:** To consider the hardship request to excavate in a five year moratorium street from Liberty Utilities, for the installation of a high pressure gas line.

**Attachment:** Liberty Utilities Moratorium Letter dated April 8, 2020 with map of impacted area

**Discussion:** Main Street was paved in the summer of 2018 and is in the five year moratorium period. Liberty Utilities is requesting a hardship waiver to extend a gas main into the intersection of Main Street and Allds Street. Under 285-13 Section A of City Ordinances, such a waiver may be granted by the Board of Public Works. The ordinance states that construction shall not be permitted on any street paved within the past five years except for emergency or hardship purposes only, and should approval be given by the Board, resurfacing for 20 feet beyond either end of the paved area, curb to curb, would be required.

Please refer to Liberty Utilities attached letter detailing the need to extend their gas system into the moratorium street. Should the Board choose to allow this exception to occur, Liberty understands that restoration of the moratorium paving area disturbed will need to be completed according to City of Nashua ordinances.



April 8, 2020

Mr. Daniel Hudson  
City of Nashua Division of Public Works Engineering Department  
9 Riverside Street  
Nashua, NH 03062

RE: Proposed Moratorium Excavation through intersection of Main St and Allds St

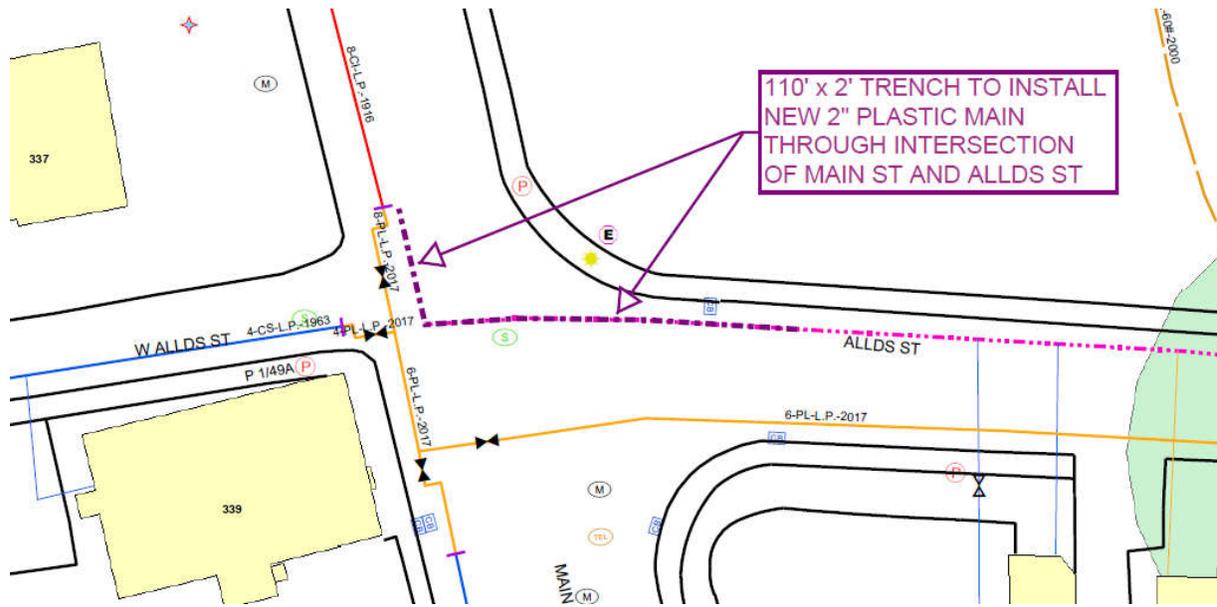
Attn. Mr. Hudson:

Liberty Utilities respectfully requests hardship to complete limited excavation in a moratorium paving area at the intersection of Main St and Allds St. The disturbance entails of an excavation approximately 2' wide by 110' long within the recently paved intersection of Main St and Allds St. The purpose of this work is to extend Liberty's 60 PSIG gas system into Main St prior to the planned paving of Allds St in 2020. This extension will help facilitate a larger expansion of 60 PSIG gas system on Main St northward to the intersection of W. Hollis St. The existing main on Main St between Allds St and W. Hollis St is large diameter cast iron and will need to be replaced before these limits of Main St are to be paved. Extending the 60 PSIG system will allow Liberty to install smaller diameter pipe on Main St. The smaller diameter pipe will lead to increased productivity, and therefore shortening the duration and impact of the main replacement work on Main St.

Liberty understands that restoration of the moratorium paving area disturbed will need to be completed according to City of Nashua ordinances which include both paving cutbacks as well as grind and inlay restoration.

Best Regards,

Brad Marx  
Liberty Utilities



Location of proposed main extension through the intersection of Main St and Allds St

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 23, 2019

From: Daniel Hudson, P.E., City Engineer  
Engineering Department

Re: Request to Excavate – Five-year Moratorium – 16 Hassel Brook Rd, 7 Kenmare Rd, 3 Kerry Ln, 8 Kerry Ln, 13 Manchester St, 29 Nottingham Dr, 6 Piermont St, 21 Pinehurst Ave, 34 Pinehurst Ave, 124 Peele Rd

**F. Motion:** To approve the hardship request from Liberty Utilities for excavation to repair ten Grade 2 leaks located at 16 Hassel Brook Rd, 7 Kenmare Rd, 3 Kerry Ln, 8 Kerry Ln, 13 Manchester St, 29 Nottingham Dr, 6 Piermont St, 21 Pinehurst Ave, 34 Pinehurst Ave, 124 Peele Rd

**Attachments:** Letter from Liberty Utilities dated April 8, 2020 with maps of impacted areas

**Discussion:** Liberty Utilities is requesting that they be granted Street Opening Permits to repair Grade 2 leaks discovered since this previous winter. All streets below are in the 5-year moratorium period. The locations with month and year paved are listed below:

- 16 Hassel Brook Rd (June 2018)
- 7 Kenmare Rd (August 2016)
- 3 Kerry Ln (August 2016)
- 8 Kerry Ln (August 2016)
- 13 Manchester St (October 2015)
- 29 Nottingham Dr (August 2018)
- 6 Piermont St (August 2018)
- 21 Pinehurst Ave (October 2018)
- 34 Pinehurst Ave (October 2018)
- 124 Peele Rd (May 2019)

The New Hampshire Public Utilities Commission requires that Grade 2 leaks be repaired within one calendar year of their discovery. Liberty Utilities affirms that all areas were surveyed for leaks prior to paving, and any leaks found at the time were repaired.

A hardship waiver on the five-year moratorium on disturbing a City street after paving has been requested. Under 285-13 Section A of City Ordinances, such a waiver may be granted by the Board of Public Works. The ordinance states that “construction shall not be permitted on any street paved within the past five years except for emergency or hardship purposes only, and only if the conditions that follow are met, which conditions include the resurfacing for 20’ beyond either end of the paved area.”

Should the Board choose to grant this waiver, Liberty understands that restoration of the moratorium paving area disturbed will need to be completed according to City of Nashua ordinances.



April 8, 2020

Mr. Daniel Hudson  
City of Nashua Division of Public Works Engineering Department  
9 Riverside Street  
Nashua, NH 03062

RE: Proposed Moratorium Excavation at 3 Kerry Ln

Attn. Mr. Hudson:

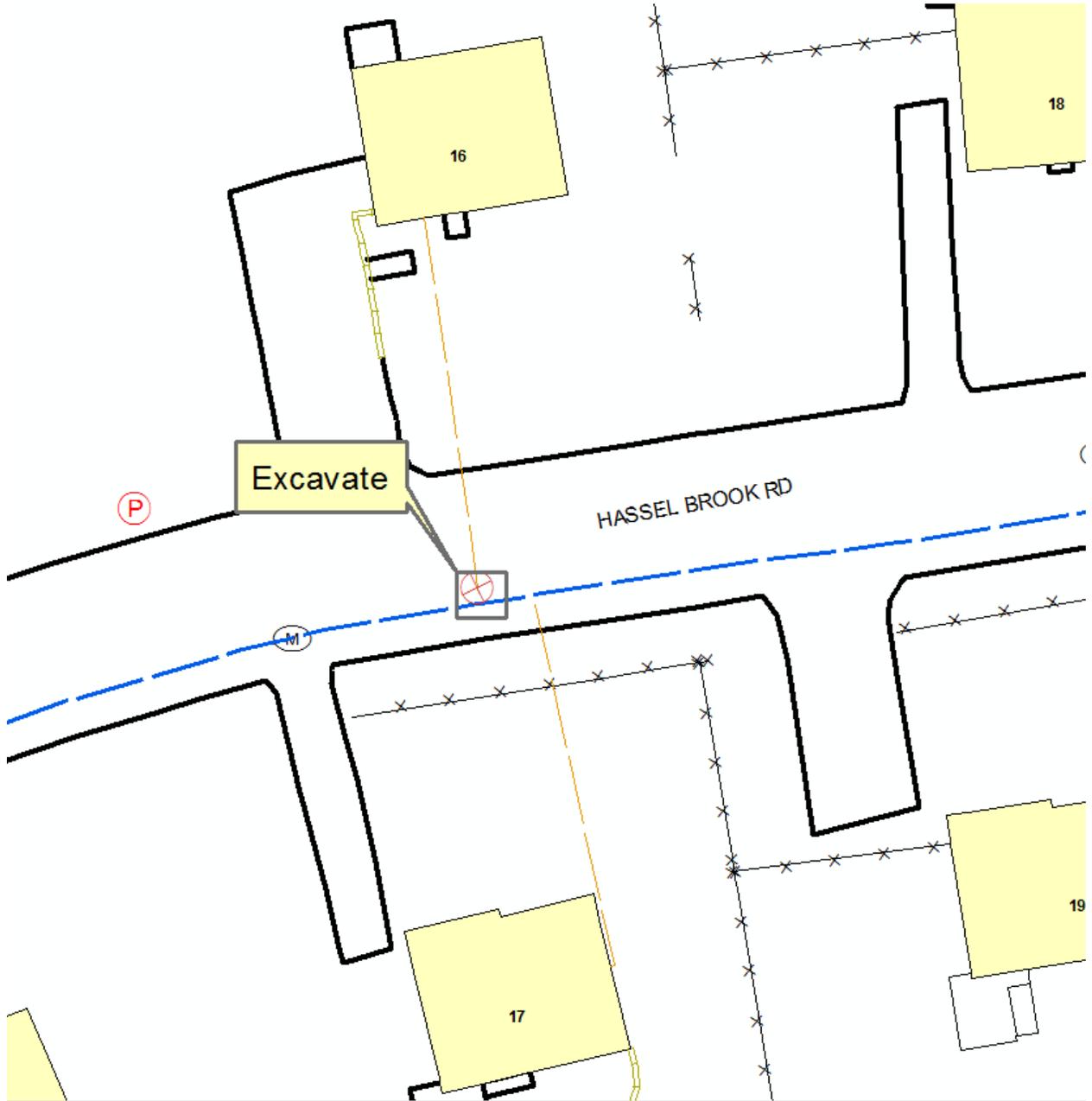
Liberty Utilities respectfully requests hardship to complete limited excavation in moratorium paving areas in the following locations:

- 16 Hassel Brook Rd
- 7 Kenmare Rd
- 3 Kerry Ln
- 8 Kerry Ln
- 13 Manchester St
- 29 Nottingham Dr
- 6 Piermont St
- 21 Pinehurst Ave
- 34 Pinehurst Ave
- 124 Peele Rd

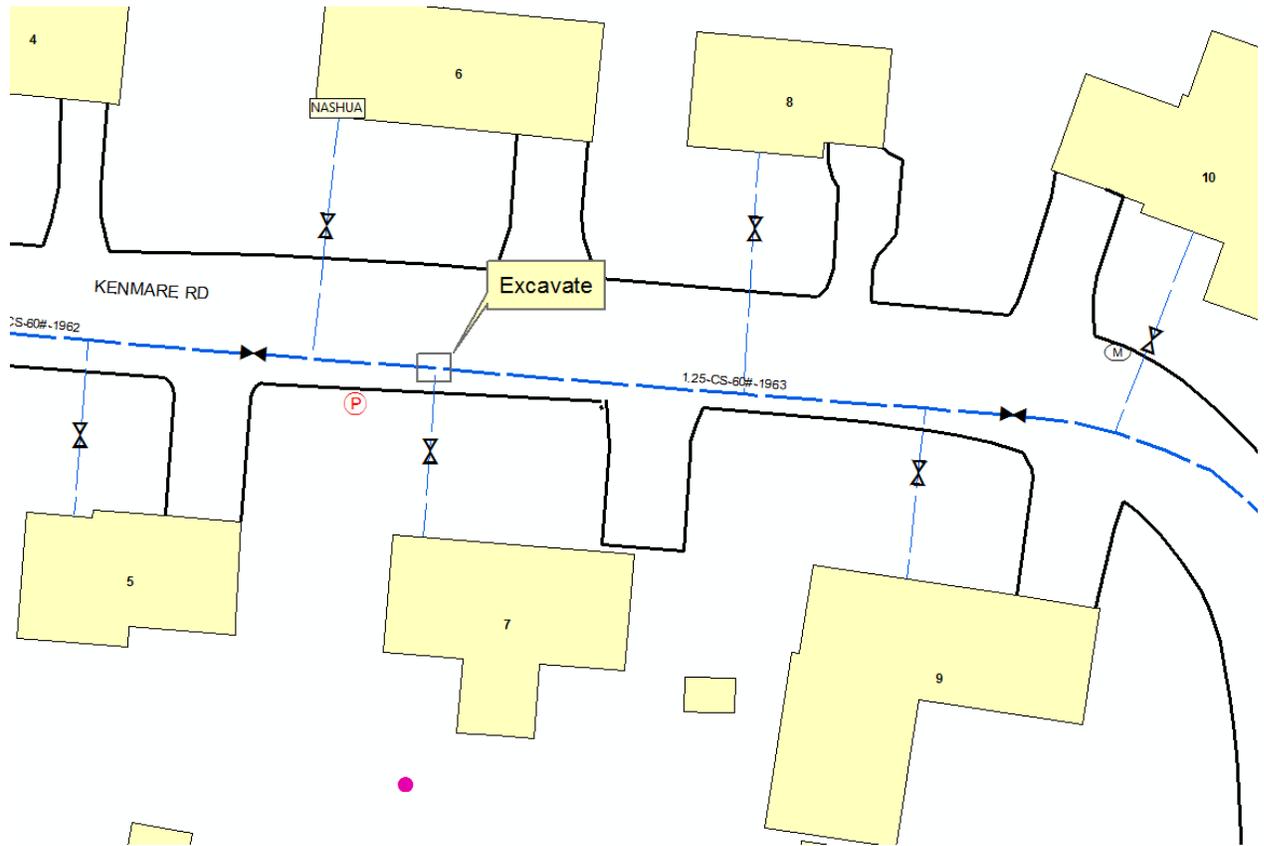
The disturbances would entail of excavations approximately 4' wide by 8' long at each location. The work to be performed is in response to Grade 2 leaks discovered since this previous winter. The New Hampshire Public Utilities Commission requires that Grade 2 leaks are repaired within one calendar year of their discovery. Each of these streets were leak surveyed prior to their most recent paving, and any leaks found at the time were repaired. Liberty understands that restoration of the moratorium paving areas disturbed will need to be completed according to City of Nashua ordinances which include both paving cutbacks as well as grind and inlay restoration.

Best Regards,

Brad Marx  
Liberty Utilities

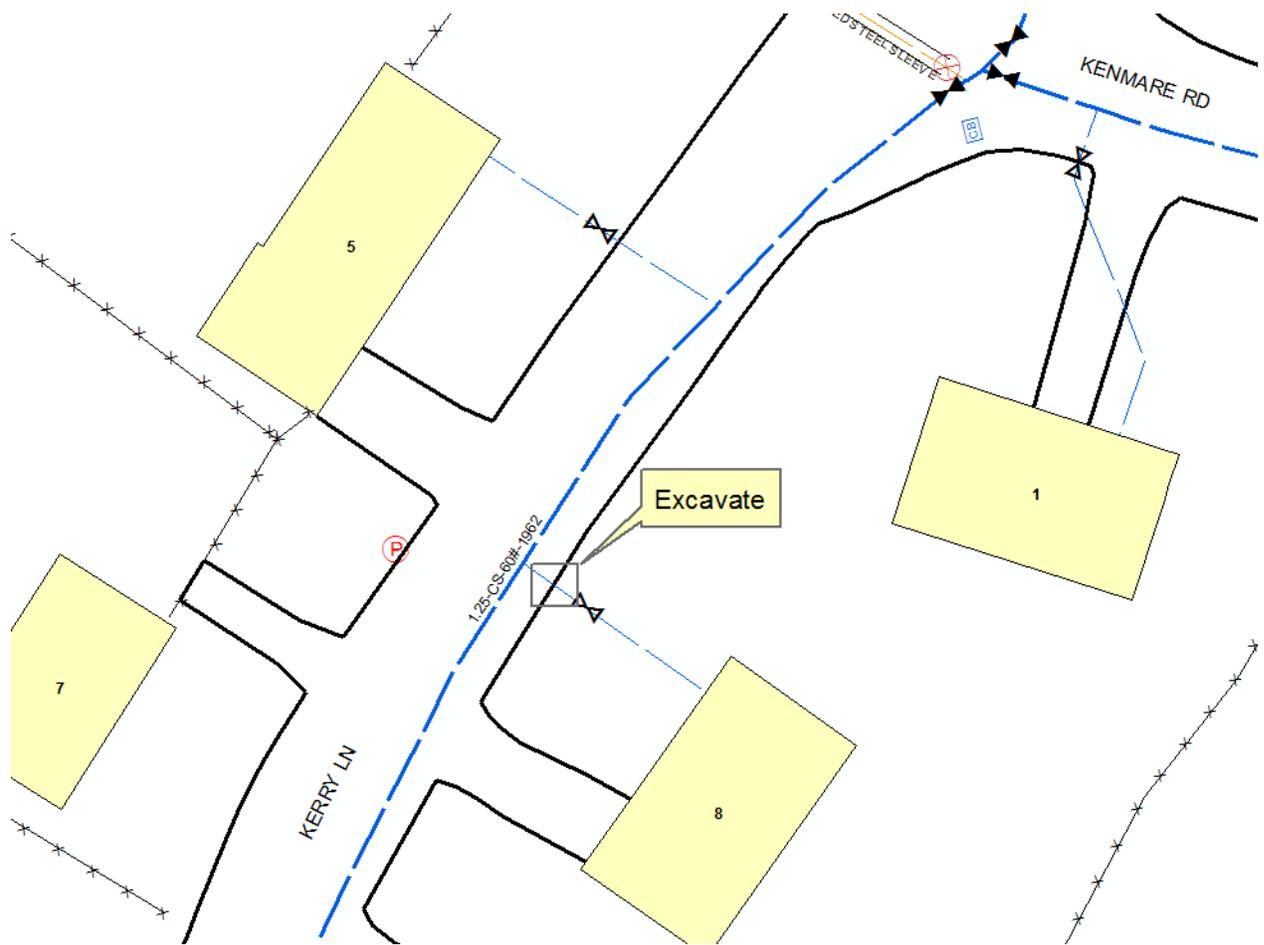


Location of leak to be repaired at 16 Hassel Brook Rd

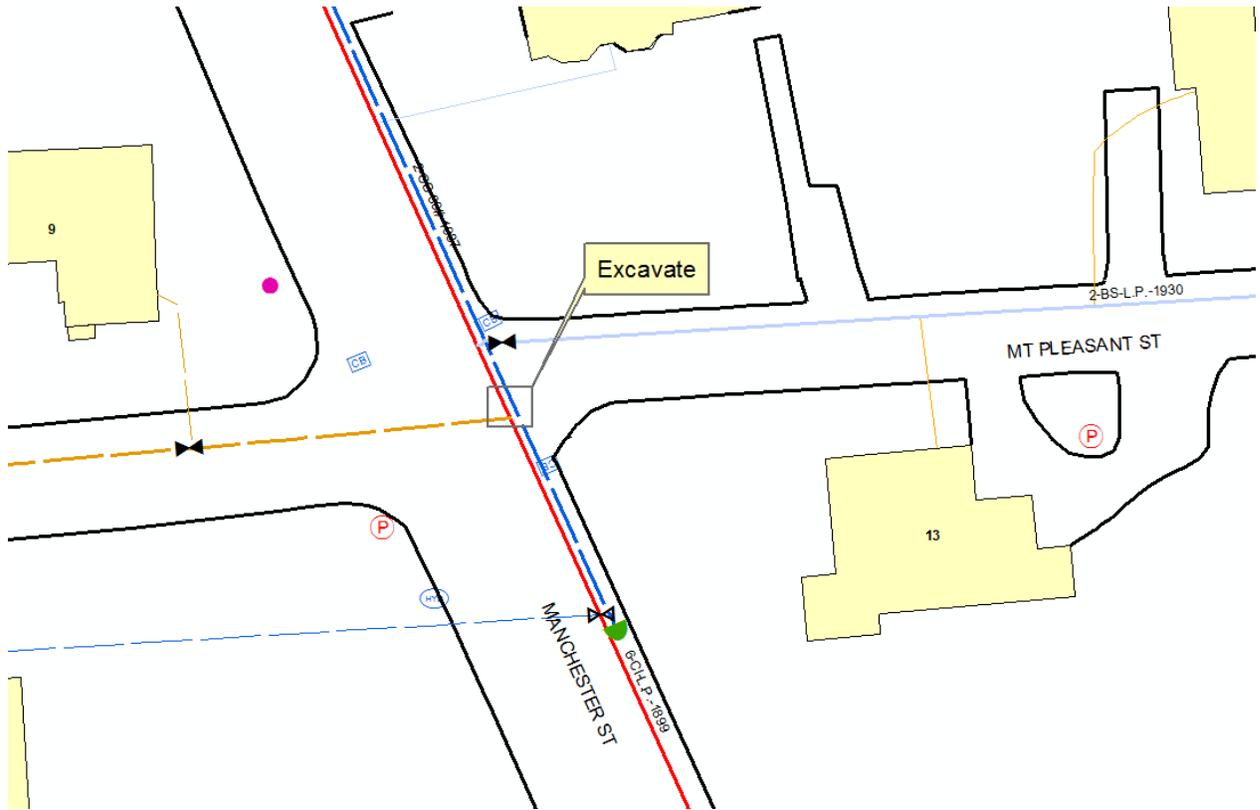


Location of leak to be repaired at 7 Kenmare Rd

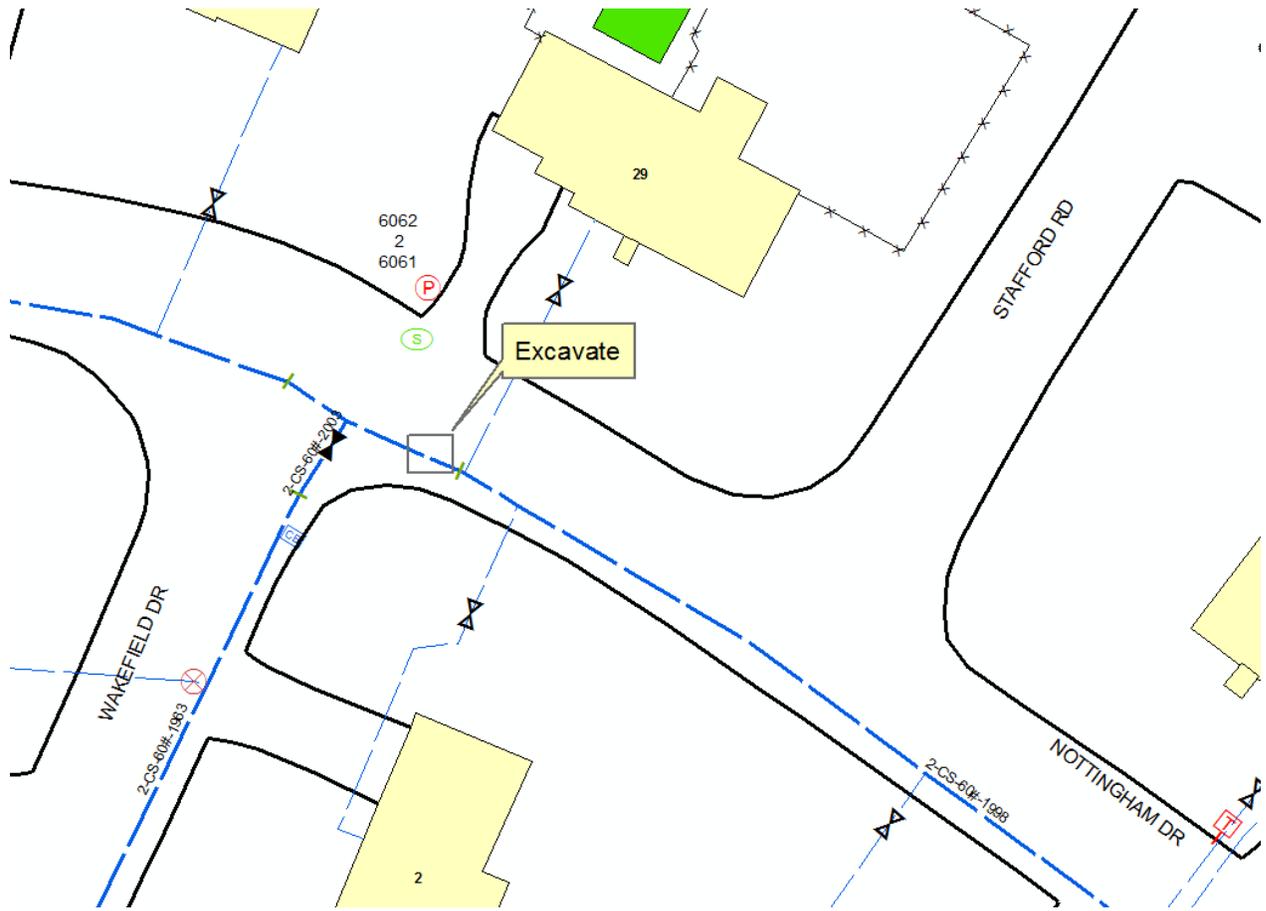




Location of leak to be repaired at 8 Kerry Ln

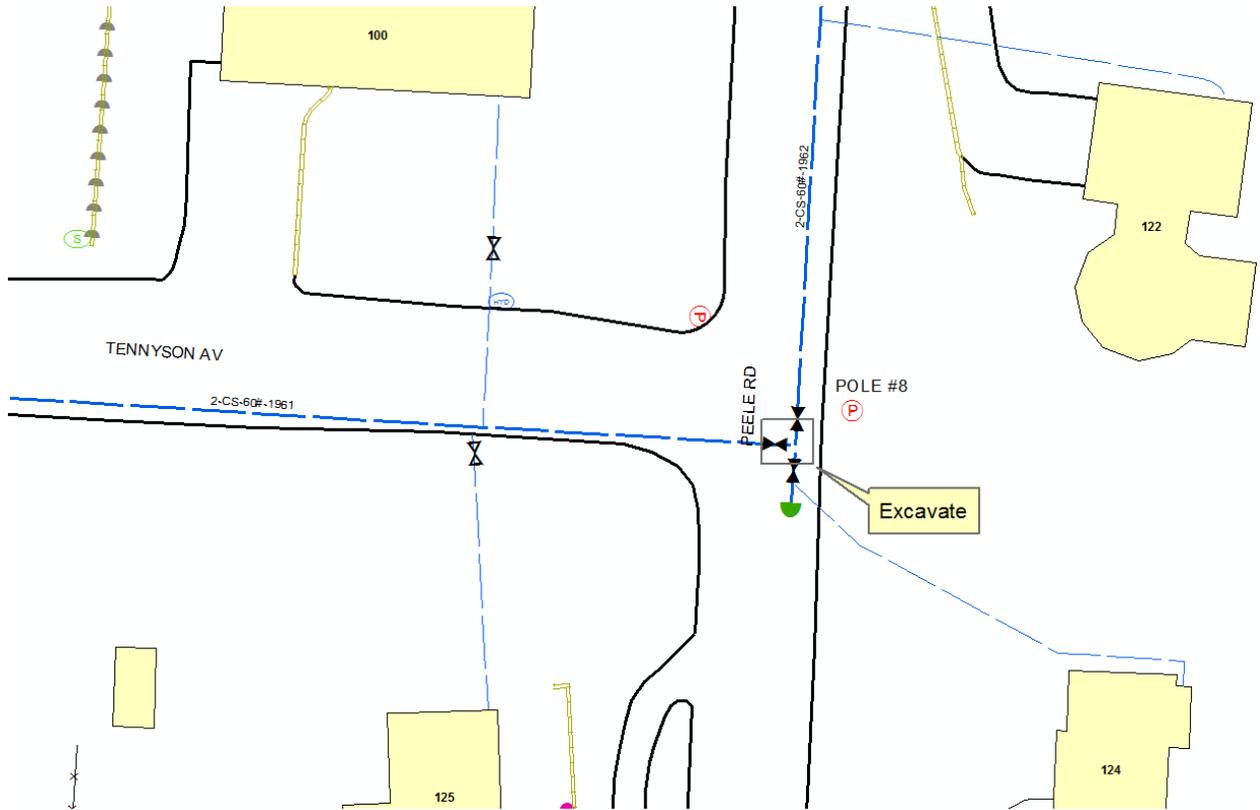


Location of leak to be repaired at 13 Manchester St

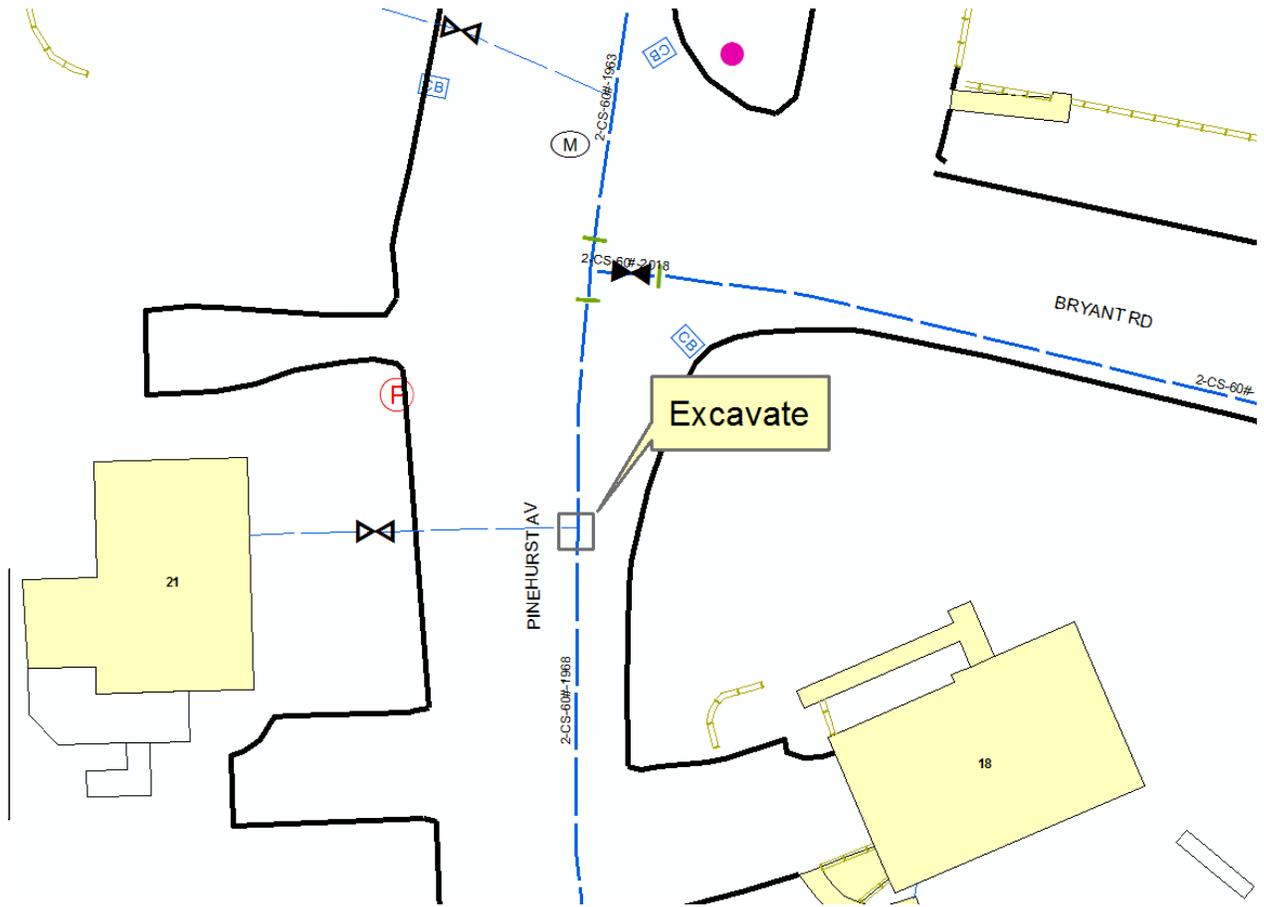


Location of leak to be repaired at 29 Nottingham Dr





Location of leak to be repaired at 124 Peele Rd



Location of leak to be repaired at 21 Pinehurst Ave



Location of leak to be repaired at 34 Pinehurst Ave

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 23, 2020

From: Daniel Hudson, P.E., City Engineer  
Engineering Department

Re: Request to Excavate – Five-year Moratorium – Intersection of Main St and Russell Ave

**G. Motion:** To consider the hardship request from Liberty Utilities for excavation through the intersection of Main St and Russell Ave in preparation for paving.

**Attachments:** Letter from Liberty Utilities dated March 31, 2020 with map of impacted area

**Discussion:** Liberty Utilities is requesting that they be granted a Street Opening Permit to excavate in the intersection of Main St and Russell Ave. This intersection is in the 5-year moratorium (paved July 2018).

Liberty Utilities requests hardship to complete limited excavation in a moratorium paving area at the intersection of Main St and Russell Ave. The excavation would be within the recently paved apron on Russell Ave and extending into the intersection of Main St and Russell Ave. The purpose of this work is to cut, cap, and abandon an existing cast iron gas main on Russell Ave prior to the planned paving of Russell Ave in 2020.

A hardship waiver on the five-year moratorium on disturbing a City street after paving has been requested. Under 285-13 Section A of City Ordinances, such a waiver may be granted by the Board of Public Works. The ordinance states that “construction shall not be permitted on any street paved within the past five years except for emergency or hardship purposes only, and only if the conditions that follow are met, which conditions include the resurfacing for 20’ beyond either end of the paved area.”

Should the Board choose to allow this exception to occur, Liberty understands that restoration of the moratorium paving area disturbed will need to be completed according to City of Nashua ordinances.



March 31, 2020

Mr. Daniel Hudson  
City of Nashua Division of Public Works Engineering Department  
9 Riverside Street  
Nashua, NH 03062

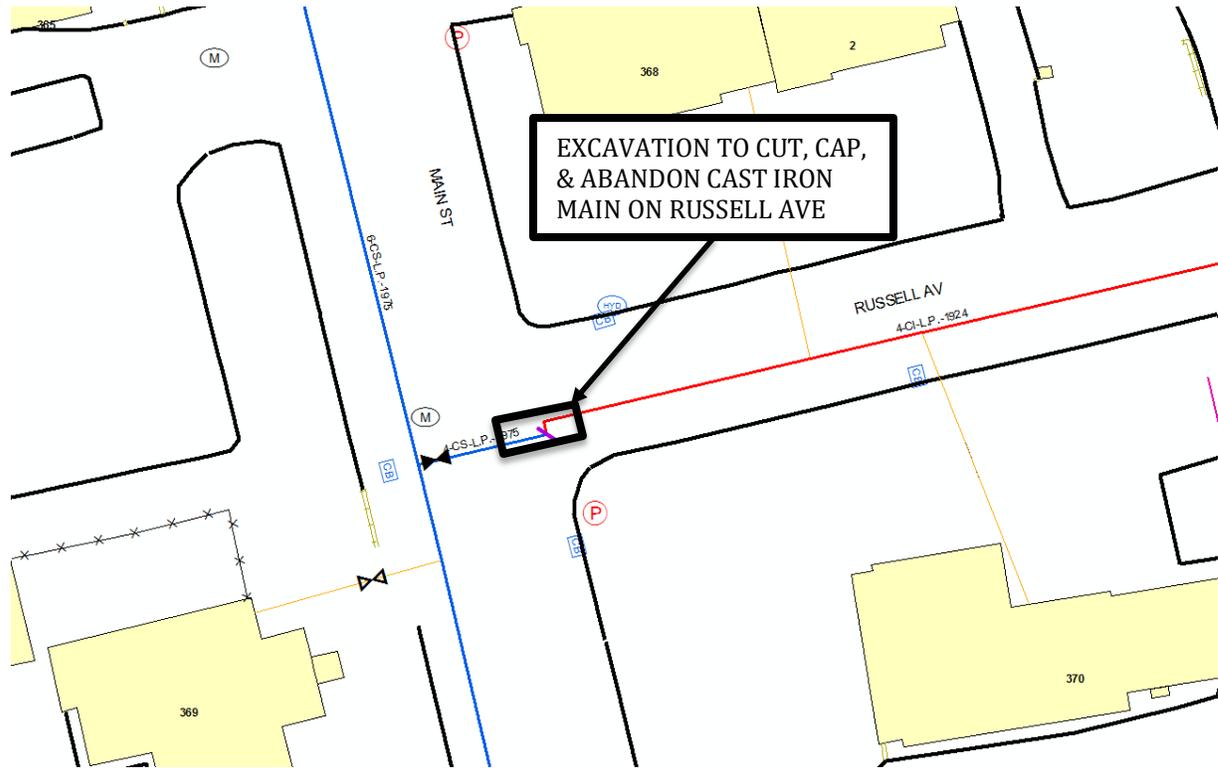
RE: Proposed Moratorium Excavation through intersection of Main St and Russell Ave

Attn. Mr. Hudson:

Liberty Utilities respectfully requests hardship to complete limited excavation in a moratorium paving area at the intersection of Main St and Russell Ave. The disturbance entails an excavation approximately 4' wide by 10' long within the recently paved apron on Russell Ave and extending to intersection of Main St and Russell Ave. The purpose of this work is to cut, cap, and abandon an existing cast iron on Russell Ave prior to the planned paving of Russell Ave in 2020. Liberty understands that restoration of the moratorium paving area disturbed will need to be completed according to City of Nashua ordinances which include both paving cutbacks as well as grind and inlay restoration.

Best Regards,

Brad Marx  
Liberty Utilities



Location of proposed cut and cap at the intersection of Main St and Russell Ave

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 23, 2020

From: Daniel Hudson, P.E., City Engineer  
Engineering Department

Re: Request for private sewer service for more than one lot.

**H. Motion:** To consider the request from the owners of 24 Coburn Ave for one building sewer service connection to service two lots (existing Lot F-71 and proposed Lot F-71-1) with the recommended stipulations.

**Attachments:** Letter from Fieldstone Land Consultants and schematic

**Discussion:** City Ordinance Section 255-22.A. states:  
“A separate and independent private building sewer shall be provided for every building on an individual lot.”

However, Section 255-22.B. states:

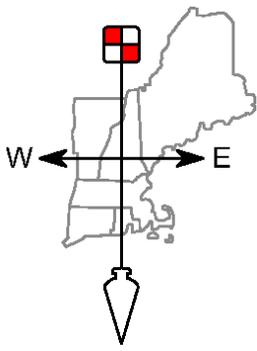
“The Board of Public Works may authorize a private sewer servicing more than one lot when in the opinion of the Board, such an arrangement is in the best interest of the City and to require separate sewers would result in significant impracticality. Such authorization may be conditioned upon other reasonable requirements as the Board of Public Works or corporation counsel may impose.”

The property owners of 24 Coburn Ave and their consultant, Fieldstone Land Consultants have requested that the Board consider authorizing a sewer connection to service two lots. The existing single family home on 24 Coburn Ave is being divided into two lots. The sewer service of the existing house on 24 Coburn Ave begins as a 4-inch PVC pipe before transitioning to 6-inch PVC pipe which connects to a sewer main in Coburn Ave. The existing lot (F-71) and the proposed lot (F-71-1) have frontage on Fairway St. To provide a separate sewer service would require cutting into Coburn Ave, which is currently in the 5-year moratorium (paved July 2, 2019). Authorization for the two properties to share the existing single building service connection (installed in May of 2018) is requested.

Should the Board grant this request, it is recommended that the following stipulations be included in the approval:

1. The maintenance of the sewer service within the right-of-way shall become the responsibility of the property owner(s).
2. An agreement between the properties regarding the responsibility for maintenance of the sewer service should be approved by the Engineering Dept. prior to filing with the Hillsborough County Registry of Deeds.
3. The applicant must prove that the existing sewer service connection is capable of handling the combined flow from the two lots.
4. An easement between the new lot (F-71-1) and existing lot (F-71) allowing rights for the new lot to use the connection in the existing lot.
5. A CCTV inspection of the sewer service connection from the existing building to the sewer main be submitted and the CCTV imagery shall include a linear footage counter

and be of superior quality so a condition assessment of the pipe can be made. The service connection pipe shall have no ratings greater than a 2 on the PACP (Pipeline Assessment Certification Program) condition assessment scale. If the pipe condition warrants replacement as determined by Engineering, the service connection will be replaced with a pipe meeting current specifications.



# FIELDSTONE

Surveying ♦ Engineering  
Land Planning ♦ Septic Designs

LAND CONSULTANTS, PLLC

206 Elm Street, Milford, NH 03055 - Phone: 603-672-5456 - Fax: 603-413-5456  
www.FieldstoneLandConsultants.com

March 27, 2020

Joe Mendola, Street Construction Engineer  
City of Nashua Engineering Department  
9 Riverside Street  
Nashua, NH 03062

RE: 24 Coburn Avenue – Subdivision  
Tax Map Parcel F-71, 24 Coburn Avenue  
**(Request for Board of Public Works Approval)**

Dear Mr. Mendola,

As agent for Anya E. Bent Revocable Trust, Fieldstone Land Consultants, PLLC hereby requests the following approval from the Board of Public Works according to the City of Nashua Land Use Code (NLUC), regarding the above referenced Subdivision Plan:

Approval Request:

NLUC Regulation: 255-22 (A)- A separate and independent private building sewer shall be provided for every building on an individual lot. Any lot legally containing more than one building may have a private sewer servicing the buildings upon that lot.

NLUC Regulation: 255-22 (B)- The Board of Public Works may authorize a private sewer servicing more than one lot when in the opinion of the Board, such an arrangement is in the best interest of the City and to require separate sewers would result in significant impracticality. Such authorization may be conditioned upon such other reasonable requirements as the Board of Public Works or corporation counsel may impose.

Approval Request: To approve a private sewer connection to more than one (1) lot.

Basis of Approval: Section 255-22 (A) requires each lot to have a separate sewer service but 255-22 (B) states that the Board of Public Works has the authorization to waive that requirement given a significant impracticality.

The property on 24 Coburn Avenue (Lot F-71) is located in “B” Suburban Residence District (R-18) and contains 39,069 square feet and 200 feet of frontage prior to subdivision. The property currently has a

24 Coburn Avenue – Subdivision  
Tax Map Parcel F-71, 24 Coburn Avenue  
(Request for Boad of Public Works Approval)

Page 2

single family dwelling serviced by town sewer, water, underground gas, and overhead electric utilities.

The Subdivision Plan proposes to subdivide the property into two lots. One will contain 19,289 square feet with 100 feet of frontage along with the existing dwelling. The other will contain 19,780 square feet and 100 feet of frontage. A single family dwelling and associated site improvements are proposed for this property, including tying in to the existing dwelling's sewer connection.

Requiring the proposed dwelling to have a separate connection installed would create unnecessary hardship for the applicant. Construction of a separate sewer service would require construction in Coburn Avenue which currently has a 5 year street cutting moratorium. The proposed solution is practical when considering the existing sewer service lies in front of the proposed dwelling and connecting to it would not disturb the new pavement. Finally, capacity is not an issue either as the 6" sewer pipe has enough capacity to support both dwellings. (See calculation below)

DESIGN FLOW:

$$6 \text{ Total Rooms} * 150 \text{ GPD/Room} = 900 \text{ GPD}$$

$$\text{Peak Factor} = 6$$

$$900 \text{ GPD} * 6 \text{ Peak Factor} = 5,400 \text{ GPD}$$

$$\text{PIPE CAPACITY: } Q = (1.486/n)AR^{2/3}S^{1/2}$$

$$5,400 \text{ GPD} * 0.0000015 \text{ CFS/GPD} = \mathbf{0.008 \text{ CFS}}$$

$$\text{For Proposed 6" PVC: } A = 0.196 \text{ ft.}, R = 0.125 \text{ ft.}, S = 0.023 \text{ ft./ft.}$$

$$Q = (1.486/.010)(0.196)(0.125^{2/3})(0.023^{1/2}) = \mathbf{1.10 \text{ CFS} > 0.008 \text{ CFS; F.S.} = 137}$$

In summary we believe that this request is reasonable, meets the spirit and intent of the ordinance and would not create an unnecessary hardship for the applicant.

Sincerely,

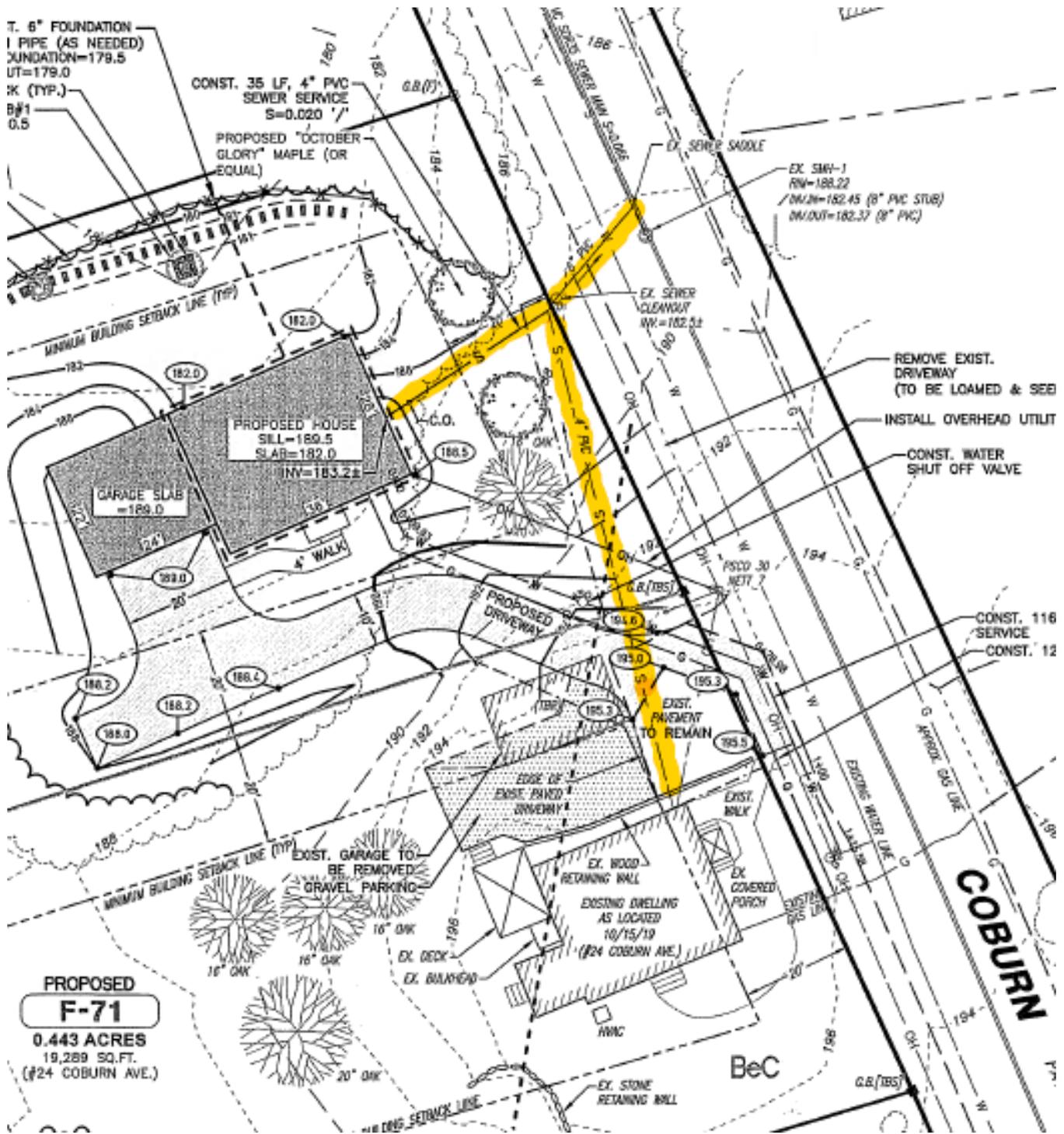
Fieldstone Land Consultants, PLLC



Chuck L. Ritchie,  
Project Engineer

# 24 COBURN AVE

## PROPOSED SHARED SEWER SERVICE



**PROPOSED**  
**F-71**  
 0.443 ACRES  
 19,289 SQ.FT.  
 (#24 COBURN AVE.)

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 23, 2020

From: Daniel Hudson, P.E., City Engineer  
Engineering Department

Re: 2019 Asphalt Testing – Change Order

**I. Informational:** Emergency approval of a change order with S.W. Cole Engineering, Inc. of Londonderry, NH in the amount of \$94,400. Funding is through: Department: 160 Admin/Engineering; Fund: Bond; Activity: Paving.

**Attachment:** Request for Emergency PO, Change Order

**Discussion:** The 2020 Paving Contract 1 and 2 work is underway and includes paving approximately 22 miles of City streets and placing approximately 59,500 tons of hot mix asphalt. In addition there are carry over streets from the 2019 contracts that will also be completed in 2020. The purpose of the change order to the 2019 Asphalt Testing Contract is to enable continued quality assurance testing of the asphalt placed this year. The testing company will perform testing at the asphalt plants and on the roads during all paving operations. In addition to performing testing, the technician assigned to plant inspections shall observe all materials and observe the hot-mix batching process. The testing is being conducted to ensure compliance with contract specifications for compaction, liquid asphalt content, pavement thickness, and aggregate gradation. S.W. Cole has successfully served the City as its asphalt testing firm over the last several years and has shown that they have the experience and staff to fulfill the City's testing needs. They agreed to hold their prices from 2019.

We had intended to bring this item forward for approval at the March 26<sup>th</sup> Board of Public Works meeting, which was canceled due to the COVID-19 Pandemic. With uncertainty about the scheduling of future meetings, and the need to ensure testing be in place when paving work started, we requested emergency approval of a Change Order No. 2 with S.W. Cole Engineering. The Change Order was signed by the Mayor and communication received by the Finance Committee at their April 15<sup>th</sup> meeting.

In the rapid scheduling of the Special BPW meeting held April 8<sup>th</sup>, we failed to bring forward this item, and unfortunately also missed adding it to the original April 23<sup>rd</sup> meeting agenda. We apologize for the oversight, as you can imagine these have been challenging times, and with the majority of the DPW Administration and Engineering staff working remotely communication and coordination has sometimes been difficult. However, we continue to successfully advance the City's infrastructure improvement work in the interest of the public good.

# Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen  
Filed With: Sue Lovering, City Clerk  
From: Jim Donchess  
Date: March 25, 2020  
Re: Emergency PO Request – \$94,400 for Change Order 2 for 2019 Asphalt Testing from S.W. Cole Engineering, Inc.

REC'D CITY CLERK'S OFFICE  
MAR 25 12:00 PM '20

Pursuant to 5-90 (G) of the NRO, I have authorized Emergency Purchase Order Request for \$94,400 for Change Order 2 for 2019 Asphalt Testing from S.W. Cole.

Included is a copy of the Change Order provided by DPW to Dan Kookan, Purchasing Manager, detailing this emergency work.

Once filed with the City Clerk's office a Requisition will entered and a PO generated that will allow this Change Order to be implemented.

Thank you,

cc: DPW Administration

# CHANGE ORDER

No. 2

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PROJECT: 2019 Asphalt Testing

OWNER'S CONTRACT NO.: IFB0265-022019

EXECUTED CONTRACT DATE: March 21, 2019

DATE OF ISSUANCE: Upon City Approval EFFECTIVE DATE: Upon City Approval

OWNER: City of Nashua, NH

OWNER's Purchase Order NO.: 147650

CONTRACTOR: S.W. Cole Engineering, Inc.

ENGINEER: DPW Engineering

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

Description:

Increase the 2019 Asphalt Testing contract value by \$94,400.00 for additional asphalt testing in 2020.

Justification:

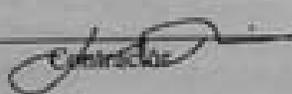
Asphalt Testing is a critical part of the Paving Program. It verifies that all the technical specification and quality requirements are being achieved throughout the project by the contractor. S.W. Cole has successfully been the asphalt testing firm over the last several years and has shown that they have the experience and staff to fulfill the City's testing needs.

The testing that is scheduled for 2020 will consist of 175 cores to compaction density of the asphalt. Full time plant inspection that includes gradation testing and binder content testing. On-site inspection of compaction effort and density testing of a test strip on reclamation roadways to ensure that base material is being compacted to the proper density.

Attached:

Additional Contract Values

## Summary

<b><u>CHANGE IN CONTRACT PRICE:</u></b>		<b><u>CHANGE IN CONTRACT TIMES:</u></b>	
Original Contract Price	\$48,600.00	Original Contract Times	Substantial completion: Oct 15, 2019 Ready for final payment: Oct 31, 2019
Net changes from previous Change Orders	\$22,800.00	Net change from previous Change Orders	None
Contract Price prior to this Change Order	\$71,400.00	Contract Times prior to this Change Order	Substantial completion: Oct 15, 2019 Ready for final payment: Oct 31, 2019
Net Increase (decrease) of this Change Order	\$94,400.00	Net Increase (decrease) of this Change Order	365 Days
Contract Price with all approved Change Orders	\$165,800.00	Contract Times with all approved Change Orders	Substantial completion: Oct 15, 2020 Ready for final payment: Oct 31, 2020
<b><u>RECOMMENDED:</u></b>	<b><u>ACCEPTED:</u></b>	<b><u>APPROVED:</u></b>	
By: <u>Mark Saunders</u> DPW Engineer (Authorized Signature)	By: <u></u> (Authorized Signature)	By: <u></u> Mayor Jim Donchess Owner (Authorized Signature)	
Date: <u>03-23-2020</u>	Date: <u>03-24-20</u>	Date: <u>4/3/20</u>	

**City of Nashua, New Hampshire  
Division of Public Works  
Schedule of Values - 2019 Asphalt Testing**

Change Order 2 Quantities

<u>Item No.</u>	<u>Unit Price</u>	<u>Units</u>	<u>Item Description</u>	<u>Additional Quantity</u>	<u>Total Price in figures</u>
A	\$25.00	EA	Bulk Density Test (Cores will be collected by the Paving Contractor)	175	\$ 4,375.00
B	\$95.00	EA	Theoretical Maximum Density Test (Cores will be collected by the Paving Contractor)	175	\$ 16,625.00
C	\$50.00	EA	Asphalt Pickup (from DPW Office)	30	\$ 1,500.00
D	\$70.00	HR	HMA Plant Technician for Plant Inspection and Testing (Including Mileage)	800	\$ 56,000.00
E	\$70.00	HR	Field Technician for On-Site Inspection and Testing of Reclaimed Roads (Including Mileage)	200	\$ 14,000.00
F	\$45.00	Day	Density Gage Daily Rental Fee	20	\$ 900.00
G	\$1,000.00	Lump Sum	Project Manager Oversight	1	\$ 1,000.00

**Total Change Order in Figures \$ 94,400.00**



# THE CITY OF NASHUA

*Division of Public Works*

*Wastewater Department*

*"The Gate City"*

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## **Board of Public Works Meeting of April 23, 2020 Wastewater Department**

### **Agenda**

- A. Motion:** To approve Change Order #6 to the Energy Recovery Upgrade contract with Methuen Construction Company of Plaistow, NH in an amount not to exceed \$5,619.29 for structural support modifications to the energy recovery room. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Activity: Energy Recovery Upgrade Project.
- B. Motion:** To approve Change Order #4 to the contract with Methuen Construction in an amount of \$49,335 for the construction of upgrades to the primary tanks at the Wastewater Treatment Facility. Funding will be through Department: 169 Wastewater; Fund: WERF and SRF Loan; Activity: Primary Upgrade Project.

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 23, 2020

From: David L. Boucher, Superintendent  
Wastewater Department

Re: Energy Recovery Upgrade – Methuen Construction Change Order #6

**A. Motion:** To approve Change Order #6 to the Energy Recovery Upgrade contract with Methuen Construction Company of Plaistow, NH in an amount not to exceed \$5,619.29 for structural support modifications to the energy recovery room. Funding will be through: Department: 169- Wastewater; Fund: Wastewater; Activity: Energy Recovery Upgrade Project.

**Attachment:** Change Order #6

**Discussion:** The energy recovery upgrade project involves upgrading all the major components in the energy recovery room with new generators, piping, heat exchangers, pumps, controls and associated electrical components. The contract with Methuen Construction was originally in the amount of \$1,787,378. Change orders 1 thru 5 were for various modifications to the original layout largely due to unforeseen building conflicts and/or additional items (pumps, electrical sizing) required by the equipment manufacturer (Milton CAT) that came after the project was bid and approved. The total of change orders 1-5 is \$118,590.98 with a new contract value of \$1,905,968.98.

Change order 6 consists of 2 items. The first item (PCO015) is for supports for 2 ground level heat exchangers. Normally a vendor supplied heat exchanger comes with supports attached to it which can be fastened into a concrete pad. That was not the case and the contractor has to fabricate and install supports in an amount of \$3,372.53. The second item (PCO016) is for supports to mount the jacket water pumps to the ceiling. The contractor was informed by supplier Milton CAT after the work started that it would be necessary to install the jacket water pumps. This was not part of the Contractor's scope and costs for this work is in an amount of \$2,246.76.

B-6.1

CHANGE ORDER

No. 006

PROJECT: Energy Recovery Upgrade DATE OF ISSUANCE: 3/12/20  
OWNER: City of Nashua, NH  
229 Main St, Nashua, NH  
(Address)

CONTRACTOR: Methuen Construction Co., Inc OWNER's Project No. IFB0501-091618  
CONTRACT FOR: Energy Recovery Upgrade ENGINEER Waldron Engineering & Construction, Inc.  
at Nashua NH Wastewater Treatment ENGINEER's Project No. 359.01

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

Description:

Purpose of Change Order:

Justification: Refer to attached summary and PCO reviews for project PCOs 015 & 016

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>1,787,378.00</u>	Original Contract Time <u>280 (final completion)</u> (days or date)
Previous Change Orders \$ <u>118,590.98</u>	Net change from previous Change Orders <u>10</u> (days)
Contract Price prior to this Change Order \$ <u>1,905,968.98</u>	Contract Time prior to this Change Order <u>290 (final completion)</u> (days or date)
Net Increase (Decrease) of this Change Order \$ <u>5,619.29</u>	Net Increase (decrease) this Change Order <u>0</u> (days)
Contract Price with all approved Change Orders \$ <u>1,911,588.27</u>	Contract Time with all Change Orders <u>290 (final completion)</u> (days or date)

This document will become a supplement to the CONTRACT and all provisions will apply hereto. The attached Contractor's Revised Project Schedule reflects increases or decreases in Contract Time as authorized by this Change Order.

Stipulated price and time adjustment includes all costs and time associated with the above described change. Contractor waives all rights for additional time extension for said change. Contractor and Owner agree that the price(s) and time adjustment(s) stated above are equitable and acceptable to both parties.

RECOMMENDED: [Signature] APPROVED: \_\_\_\_\_ APPROVED: \_\_\_\_\_ APPROVED: \_\_\_\_\_  
 By: [Signature] By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
 Engineer Owner Contractor NHDES  
3/12/20 \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
 Date Date Date Date

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 23, 2020  
From: David L. Boucher, Superintendent  
Wastewater Department  
Re: Primary Tank Upgrade Project – CO4

**B. Motion:** To approve Change Order #4 to the contract with Methuen Construction in an amount of \$49,335 for the construction of upgrades to the primary tanks at the Wastewater Treatment Facility. Funding will be through Department: 169 Wastewater; Fund: WERF and SRF Loan; Activity: Primary Upgrade Project.

**Attachment:** Change Order #4

**Discussion:** The Nashua Wastewater Treatment Facility is undergoing an upgrade of its primary tanks. Methuen Construction was awarded the contract in the amount of \$3,629,340. Change order 1 was for using the preferred chain and flight manufacturer in the amount of \$20,000 to bring the contract amount to \$3,649,340. Change order 2 was for an increase in the Davis Bacon wage rates for electricians in the New Year in the amount of \$4,978.31. Change order 3 was for changing the primary gallery exhaust fan to a 2 starter fan in the amount of \$3,483.78. The new contract amount is currently \$3,657,802.09.

This change order is for 3 items: 1) additional work with coating the existing weirs in the thickened primary sludge tanks. The existing weirs are rusting and should be cleaned and coated with new epoxy paint prior to installing new fiber glass weirs. 2) Some additional costs incurred by the Contractor's earth sub when it was decided to move the electrical building to the north to keep away from an underground electric duct bank. 3) Upgrade the PLC processor in the new electric building. The total of these items comes to \$49,335. The new contract amount following this change order comes to \$3,727,146.09.

## CHANGE ORDER

No. 4

PROJECT: <u>Primary Tank Upgrade Project</u>	DATE OF ISSUANCE: <u>3/16/20</u>
OWNER: <u>City of Nashua, New Hampshire</u>	
<u>229 Main Street</u>	
(Address )	OWNER'S Purchase Order No.
CONTRACTOR: <u>Methuen Construction</u>	OWNER's Project No. <u>IFB 0285-112918</u>
CONTRACT FOR: <u>Primary Tank Upgrade Project</u>	ENGINEER <u>Wright-Pierce</u>
	ENGINEER's Project No. <u>13774</u>

You are directed to make the following changes in the Contract Documents.  
 Description: *See attached backup from Methuen Construction for various PCOs. Wright-Pierce and the City waived the requirement for Methuen to provide additional breakdown for PCOs-05 and -07 but will require Methuen to provide all subcontractor breakdowns for all future change orders.*  
 Purpose of Change Order: *Change in contract price for additional work and deductions from credited work*  
 Attachments: *Methuen PCO NO. 05 Weirs and Baffles, Methuen PCO NO. 06 Balancing Change Order, Methuen PCO NO. 07 Electrical Building Relocation, PCO NO. 08 PLC Processor Upgrade*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>3,629,340.00</u>	Original Contract Time <u>Subs. Completion: 6/18/20 / Final: 8/17/20</u> (days or date)
Previous Change Orders \$ <u>28,462.09</u>	Net change from previous Change Orders <u>Subs. Completion: 0 / Final: 0</u> (days)
Contract Price prior to this Change Order \$ <u>3,657,802.09</u>	Contract Time prior to this Change Order <u>Subs. Completion: 6/18/20 / Final: 8/17/20</u> (days or date)
Net Increase (Decrease) of this Change Order \$ <u>46,335.68</u>	Net Increase (decrease) this Change Order <u>Subs. Completion: 35 / Final: 35</u> (days)
Contract Price with all approved Change Orders \$ <u>3,704,137.77</u>	Contract Time with all Change Orders <u>Subs. Completion: 7/23/20 / Final: 9/21/20</u> (days or date)

This document will become a supplement to the CONTRACT and all provisions will apply hereto. The attached Contractor's Revised Project Schedule reflects increases or decreases in Contract Time as authorized by this Change Order.

Stipulated price and time adjustment includes all costs and time associated with the above described change. Contractor waives all rights for additional time extension for said change. Contractor and Owner agree that the price(s) and time adjustment(s) stated above are equitable and acceptable to both parties.

RECOMMENDED:	APPROVED:	APPROVED:	APPROVED:
By: _____	By: _____	By: _____	By: _____
Engineer	Owner	Contractor	NHDES
_____	_____	_____	_____
Date	Date	Date	Date



# THE CITY OF NASHUA

*Division of Public Works*

*Street Department*

*"The Gate City"*

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## **Board of Public Works Meeting of April 23, 2020 Street Department**

### **Agenda**

- A. Motion:** To award the contract for the Design/Build of the Fuel Island located at the Street Department Facility to Stephens-Marquis Associates Inc. of Merrimack, NH in the amount of \$267,000. Funding will be through Department: 161 Street; Funds; General and Escrow; Activity: Fuel Depot Rehabilitation.

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 23, 2020

From: Jon Ibarra, Superintendent  
Street Department

Re: Design /Build of Fuel Island upgrade at the Street Department

**A. Motion:** To award the contract for the Design/Build of the Fuel Island located at the Street Department Facility to Stephens-Marquis Associates Inc. of Merrimack, NH in the amount of \$267,000. Funding will be through Department: 161 Street; Funds; General and Escrow; Activity: Fuel Depot Rehabilitation.

**Attachment:** Scope of work

**Discussion:** The City of Nashua, Division of Public Works, Street Department solicited Design/ Build bids under IFB0465-080118 from qualified Vendors for the Design/Build for the upgrade of the fuel island located at the Street Department.

We began working with the low Bidder Envirotrac. We decided to terminate our contract with Envirotrac due to a number of factors including costly change orders. We were able to negotiate a favorable contract with the next lowest Bidder Stephens Marquis and recommend working with them to complete the project.



# STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

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This agreement is made:

**BETWEEN the OWNER:** City of Nashua, New Hampshire  
229 Main Street  
Nashua, NH 03060-2019

**And the CONTRACTOR:** Stephens-Marquis Associates, Inc.  
717 Daniel Webster Highway  
Merrimack, NH 03054  
and its successors, transferees and assignees  
(together "CONTRACTOR")

**For the following Project:** Replacement of Fuel Dispenser Island located at  
City of Nashua's Street Department

## ARTICLE 1 – THE CONTRACT DOCUMENTS

The **CONTRACTOR** shall complete the work described in the Contract Documents for this project. The documents consist of:

1. This Agreement signed by the **OWNER** and **CONTRACTOR**, including the General Terms and Conditions;
2. Construction Cost Breakdown Schedule dated April 8, 2020, attached as Exhibit A;
3. Performance Bond;
4. Insurance Certificate;
5. Notice to Proceed;
6. Written change orders for minor changes in the Work issued after execution of this Agreement; and
7. Fully Executed **OWNER** Purchase Order

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, proposals, representations or agreements, either written or oral. Any other documents which are not listed in this Article are not part of the Contract.

In the event of a conflict between the terms of the Proposals and the terms of this Agreement, a written change order and/or fully executed **OWNER** Purchase Order, the terms of this Agreement, the written change order or the fully executed **OWNER** Purchase Order shall control over the terms of the Proposals

## **ARTICLE 2 – WORK TO BE PERFORMED**

Except as otherwise provided in this contract, **CONTRACTOR** shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described.

### **DESCRIPTION OF WORK (CONTRACTOR):**

- **Site Work**  
None
- **AST & UG Piping System**  
Demotion of Existing Fuel & Misc. Labor;  
Clean & Inspect ASTs;  
AST I UST Upgrade Work, Underground Piping;  
DES Compliance Work (per 16 item list);  
Pressure Regulating Piping;  
Hoses & Nozzles, 8ea; and  
Hose Mast w/retractor, Diesel Only, 4ea
- **Fuel Equipment**  
Shear Valves, 4ea;  
Canopy Lights, HI/LOW, Bea, plus sensor; and  
Decals, Signage
- **Canopy**  
Canopy Erection, 24' x 40'  
Canopy Fire Suppression, Pyro Chem, Nozzle Height 16' -7"above drive matt; and  
Wire Fire Suppression
- **Electrical**  
Material;  
Labor; and  
Low Voltage Disconnect
- **Concrete**  
Bollards Install;  
T&P Flat, Place & Finish; and  
Rebar & Wire Mesh
- **Yard Work**  
Painting
- **Materials & Misc. Expenses**  
Grout Canopy Columns;  
Site Labor, Misc.;  
Saw cut Slabs & Seal & Caulk;  
Misc. Materials; and  
Concrete Protection (Blankets)
- **Yard Equipment**  
Fire Extinguishers (2); and  
Bollards, 6"

- **Construction Services**  
Engineering Design & Inspections; and  
Geotechnical & Testing

**DESCRIPTION OF WORK (OWNER):**

- **Site Work**  
Demo Concrete & Asphalt;  
E&B Canopy Foundations, Slab Prep 6" Gravels;  
E&B Canopy Drains, BOLF 6" PVC;  
Asphalt Patch, 4";  
Striping; and  
Landscaping, Sod & Seeding
- **AST & UG Piping System**  
None
- **Fuel Equipment**  
APT Piping;  
APT Fittings;  
Sumps & Misc.;  
Valves, Including Pressure Regular;  
Island Form; and  
Dispenser, Bennett
- **Canopy**  
Canopy Steel, 24' x 40'
- **Electrical**  
None
- **Concrete**  
Canopy Foundation; and  
T&P Flat, Foam & Mix
- **Yard Work**  
Signage
- **Materials & Misc. Expenses**  
Safety Fence
- **Yard Equipment**  
CO Boxes;
- **Construction Services**  
None

**ARTICLE 3 – PERIOD OF PERFORMANCE**

CONTRACTOR shall perform and complete all work by August 15, 2020 which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. CONTRACTOR shall begin performance upon receipt of an Executed Contract, a valid Purchase Order issued from the City of Nashua, and a Notice to Proceed.

**ARTICLE 4 – CONTRACT SUM**

Subject to additions and deductions by Change Order, the OWNER shall pay CONTRACTOR, in accordance with the Contract Documents, the Contract Sum of:

**TWO HUNDRED SIXTY-SEVEN THOUSAND and 00/100 DOLLARS**  
**(\$267,000.00)**

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

Unless CONTRACTOR has received a written exemption from the City of Nashua, CONTRACTOR shall submit progress invoices, for services performed under this agreement, in accordance with the following schedule:

- At 50% completion;
- At 90% completion; and
- Remaining 10% at project completion.

**\*\* See ARTICLE 11 – PAYMENTS AND COMPLETION for submission instructions.\*\***

**ARTICLE 5 – INSURANCE AND INDEMNIFICATION**

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;
- Motor Vehicle Liability: \$1,000,000 Combined Single Limit; **\*Coverage must include all owned, non-owned and hired vehicles;** and
- Workers' Compensation Coverage in compliance with the State of NH Statutes, \$100,000/\$500,000/\$100,000.

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, or subcontractor's. The only contractual relationship created by this contract is between the OWNER and CONTRACTOR, and nothing in this contract shall create any contractual relationship between the OWNER and CONTRACTOR's consultants, sub consultants, or subcontractor's. The parties also agree that CONTRACTOR is not an OWNER employee and that there shall be no:

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

**CONTRACTOR** will provide the **OWNER** with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the **OWNER** issues the notice of award. The **OWNER** 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 and Auto Liability policies must name the OWNER as an additional insured and reflect on the certificate of insurance. **CONTRACTOR** is responsible for filing updated certificates of insurance with the **OWNER'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.
- The specified insurance requirements do not relieve **CONTRACTOR** of its responsibilities or limit the amount of its liability to the **OWNER** 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 **OWNER** 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 **OWNER**, caused in whole or part by **CONTRACTOR** or anyone employed, directed, or supervised by **CONTRACTOR**.
- The insurance provided herein is primary, and no insurance held or owned by the **OWNER**, 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 **OWNER**, caused in whole or part by **CONTRACTOR** or anyone employed, directed, or supervised by **CONTRACTOR**.

Regardless of any coverage provided by any insurance, **CONTRACTOR** agrees to indemnify and hold harmless the **OWNER**, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of **CONTRACTOR** or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. **CONTRACTOR's** indemnity and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

## *General Terms and Conditions*

### ARTICLE 6 – GENERAL PROVISIONS

1. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification.
2. The term “**WORK**” means the construction and services required by the Contract Documents, and include all other labor, materials, equipment and services provided by the **CONTRACTOR** to fulfill the **CONTRACTOR**'s obligations.
3. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the **CONTRACTOR**. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.
4. In the case of a discrepancy, calculated dimensions will govern over scaled dimensions, Contract Drawings will govern over Standard Specifications, and Technical Specifications will govern over both Contract Drawings and Standard Specifications. In the case of a discrepancy between the Agreement and other Contract Documents, the more specific or stringent obligation or requirement to the benefit of the **OWNER** shall take precedence.
5. The **CONTRACTOR** shall take no advantage of any apparent error or omission in the Contract Drawings or Technical Specifications, and the Engineer will be permitted to make such corrections and interpretations as may be deemed necessary to fulfill the intent of the Contract Documents.

### ARTICLE 7 – OWNER

1. Except for permits and fees, which are the responsibility of the **CONTRACTOR** under the Contract Documents, the **OWNER** shall obtain and pay for other necessary approvals, easements, assessments and charges.
2. If the **CONTRACTOR** fails to correct Work that is not in accordance with the Contract Documents, the **OWNER** may direct the **CONTRACTOR** in writing to stop the Work until the correction is made.
3. If the **CONTRACTOR** defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the **OWNER** to correct such default or neglect with diligence and promptness, the **OWNER** may, without prejudice to other remedies, correct such deficiencies. In such case, a Change Order shall be issued deducting the cost of correction from payments due the **CONTRACTOR**.
4. The **OWNER** reserves the right to perform construction or operations related to the project with the **OWNER**'s own forces, and to award separate contracts in connection with other portions of the project.
5. The **CONTRACTOR** shall coordinate and cooperate with separate **CONTRACTORS** employed by the **OWNER**.
6. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

## ARTICLE 8 – CONTRACTOR

1. Execution of the Contract by the **CONTRACTOR** is a representation that the **CONTRACTOR** has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
2. The **CONTRACTOR** shall carefully study and compare the Contract Documents with each other and with information furnished by the **OWNER**. Before commencing activities, the **CONTRACTOR** shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the **CONTRACTOR** with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the **OWNER**.
3. The **CONTRACTOR** shall supervise and direct the Work, using the **CONTRACTOR**'s best skill and attention. The **CONTRACTOR** shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
4. The **CONTRACTOR**, as soon as practicable after award of the Contract, shall furnish in writing to the **OWNER** the names of subcontractors or suppliers for each portion of the Work. The **OWNER** will promptly reply to the **CONTRACTOR** in writing if, after due investigation, he has reasonable objection to the subcontractors or suppliers listed.
5. Unless otherwise provided in the Contract Documents, the **CONTRACTOR** shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.
6. The **CONTRACTOR** shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
7. The **CONTRACTOR** warrants to the **OWNER** that (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.
8. The **CONTRACTOR** shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.
9. The **CONTRACTOR** shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
10. The **CONTRACTOR** shall comply with and give notices required by agencies having jurisdiction over the Work. If the **CONTRACTOR** performs Work knowing it to be contrary to laws, statutes, ordinances building codes, and rules and regulations without notice to the **OWNER**, the **CONTRACTOR** shall assume full responsibility for such Work and shall bear the attributable costs. The **CONTRACTOR** shall promptly notify the **OWNER** in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.
11. The **CONTRACTOR** shall promptly review, approve in writing and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.
12. The **CONTRACTOR** shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the **OWNER**.

13. The **CONTRACTOR** shall be responsible for cutting, fitting or patching required completing the Work or to make its parts fit together properly.
14. The **CONTRACTOR** shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
15. Upon completion of **WORK**, **CONTRACTOR** warrants and guarantees to **OWNER**, for one (1) year, and that all **WORK** was completed in accordance with the Contract Documents and will not be defective. **CONTRACTOR**'s warranty and guarantee hereunder excludes defects or damage caused by:
  - Abuse, modification, or improper maintenance or operation by persons other than **CONTRACTOR**, subcontractors, suppliers, or any other individual or entity for whom **CONTRACTOR** is responsible; or
  - Normal wear and tear under normal usage.

#### **ARTICLE 9 – CHANGES IN THE WORK**

1. After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The **OWNER**, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
2. A Change Order shall be a written order to the **CONTRACTOR** signed by the **OWNER** to change the Work, Contract Sum or Contract Time.
3. Change Order requests must include material and equipment cost plus labor with a profit margin of no more than 10%. Change Orders may require approval by the Board of Public Works and the **OWNER**'s Finance Committee vote prior to proceeding.
4. The **OWNER** will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the **OWNER** and **CONTRACTOR**. The **CONTRACTOR** shall carry out such written orders promptly.
5. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment following authorization of the **OWNER** to the charges.

#### **ARTICLE 10 – TIME**

1. Time limits stated in the Contract Documents are of the essence to the Contract.
2. If the **CONTRACTOR** is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the **CONTRACTOR**'s control, the Contract Time shall be extended by Change Order for such reasonable time as may be determined.

#### **ARTICLE 11 – PAYMENTS AND COMPLETION**

1. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the **OWNER** to the **CONTRACTOR** for performance of the Work under the Contract Documents.

2. The **CONTRACTOR** shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the **CONTRACTOR's** right to payment as the **OWNER** may reasonably require.
3. Application for Payment performed under this agreement shall be submitted as follows:
  - Electronically via email to [VendorAPInvoices@NashuaNH.gov](mailto:VendorAPInvoices@NashuaNH.gov)

**OR**

- Paper Copies via US Mail to:

**City of Nashua, City Hall  
Accounts Payable  
229 Main Street  
Nashua, NH 03060**

***Please do not submit invoices both electronically and paper copy.***

In addition, and to facilitate the proper and timely payment of applications, the **OWNER** requires that all submitted invoices contain a valid **PURCHASE ORDER NUMBER**.

4. The **CONTRACTOR** warrants that title to all Work covered by an Application for Payment will pass to the **OWNER** no later than the time of payment. The **CONTRACTOR** further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the **OWNER** shall, to the best of the **CONTRACTOR's** knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the **OWNER's** interests.
5. **OWNER** shall make payments, for work satisfactorily completed and accurately invoiced, on the basis of **CONTRACTORs** Application for Payment, within **30** days of approval by the **OWNER**.
6. The **CONTRACTOR** shall promptly pay each subcontractor and supplier out of the amount paid to the **CONTRACTOR** on account of such entities' portion of the Work.
7. The **OWNER** shall have no responsibility for the payment of money to a subcontractor or supplier.
8. An Application for Payment, a progress payment, or partial or entire use or occupancy of the project by the **OWNER** shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.
9. Substantial completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the **OWNER** can occupy or utilize the Work for its intended use.
10. When the Work or designated portion thereof is substantially complete, the **CONTRACTOR** and **OWNER** shall establish responsibilities for completion and shall fix the time within which the **CONTRACTOR** shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

11. Upon receipt of a final Application for Payment, the **OWNER** will inspect the Work. If the Work is acceptable and the Contract fully performed, the **OWNER** will promptly issue a final Certificate for Payment.
12. Acceptance of final payment by the **CONTRACTOR**, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### **ARTICLE 12 – PROTECTION OF PERSONS AND PROPERTY**

1. The **CONTRACTOR** shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The **CONTRACTOR** shall promptly remedy damage and loss to property caused in whole or in part by the **CONTRACTOR**, or by anyone for whose acts the **CONTRACTOR** may be liable.

#### **ARTICLE 13 – CORRECTION OF WORK**

1. The **CONTRACTOR** shall promptly correct Work rejected by the **OWNER** as failing to conform to the requirements of the Contract Documents. The **CONTRACTOR** shall bear the cost of correcting such rejected work
2. In addition to the **CONTRACTOR**'s other obligations including warranties under the Contract, the **CONTRACTOR** shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.
3. If the **CONTRACTOR** fails to correct nonconforming Work within a reasonable time, the **OWNER** may correct it and the **CONTRACTOR** shall reimburse the **OWNER** for the cost of the correction.

#### **ARTICLE 14 – PROHIBITED INTERESTS**

**CONTRACTOR** shall not allow any officer or employee of the **OWNER** to have any indirect or direct interest in this contract or the proceeds of this contract. **CONTRACTOR** warrants that no officer or employee of the **OWNER** has any direct or indirect interest, whether contractual, non-contractual, financial or otherwise, in this contract or in the business of the **CONTRACTOR**. **CONTRACTOR** also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. **CONTRACTOR** further warrants that no person having such an interest shall be employed in the performance of this contract. If any such interest comes to the attention of **CONTRACTOR** at any time, a full and complete disclosure of the interest shall be immediately made in writing to the **OWNER**. If **OWNER** determines that a conflict exists and was not disclosed to the **OWNER**, it may terminate the contract at will or for cause.

#### **ARTICLE 15 – TERMINATION OF THE CONTRACT**

##### ***TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL***

The **OWNER**, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the **OWNER** chooses to terminate, abandon, or suspend all or part of the project, it shall provide **CONTRACTOR** 10 day's written notice of its intent to do so. If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or that part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, **CONTRACTOR** shall:

- a. Immediately discontinue work on the date and to the extent specified in the notice.
- b. Provide the **OWNER** with a list of all unperformed services.
- c. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
- d. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the **OWNER** of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the **OWNER** any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
- e. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the **OWNER** to resume performance.

In the event of a termination, abandonment, or suspension at will, **CONTRACTOR** shall receive all amounts due and not previously paid to **CONTRACTOR** for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

***TERMINATION FOR CAUSE***

This agreement may be terminated by the **OWNER** on 10 calendar day's written notice to **CONTRACTOR** in the event of a failure by **CONTRACTOR** to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the **OWNER**, to complete or make sufficient progress on the work in a timely and professional manner. **CONTRACTOR** shall be given an opportunity for consultation with the **OWNER** prior to the effective date of the termination. **CONTRACTOR** may terminate the contract on 10 calendar days written notice if, through no fault of **CONTRACTOR**, the **OWNER** fails to pay **CONTRACTOR** for 45 days after the date of approval by the **OWNER** of any Application for Payment.

Upon receipt of notice of termination for cause, **CONTRACTOR** shall:

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the **OWNER** with a list of all unperformed services.
3. Place no further orders or sub-contracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
4. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the **OWNER** of all orders or sub contracts to the extent they relate to the performance of work terminated, abandoned, or suspended under the notice, assign to the **OWNER** any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.
5. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the **OWNER** to resume performance.

In the event of a termination for cause, **CONTRACTOR** shall receive all amounts due and not previously paid to **CONTRACTOR** for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the **OWNER** by reasons of **CONTRACTOR's** failure. **CONTRACTOR** shall not be relieved of liability to the **OWNER** for damages sustained from the failure, and the **OWNER** may withhold any payment to the **CONTRACTOR** until such time as the exact amount of damages due to the **OWNER** is determined. All claims for payment by the **CONTRACTOR** must be submitted to the **OWNER** within 30 days of the effective date of the notice of termination.

If after termination for the failure of **CONTRACTOR** to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the **OWNER**, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that **CONTRACTOR** had not so failed, the termination shall be deemed to have been a termination at will. In that event, the **OWNER** shall, if necessary, make an adjustment in the compensation paid to **CONTRACTOR** such that **CONTRACTOR** receives total compensation in the same amount as it would have received in the event of a termination-at-will.

#### ***GENERAL PROVISIONS FOR TERMINATION***

Upon termination of the contract, the **OWNER** may take over the work and prosecute it to completion by agreement with another party or otherwise. Upon termination of the contract or in the event **CONTRACTOR** shall cease conducting business, the **OWNER** shall have the right to solicit applications for employment from any employee of the **CONTRACTOR** assigned to the performance of the contract. Neither party shall be considered in default of the performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of **CONTRACTOR's** principals, officers, employees, agents, subcontractors, sub consultants, vendors, or suppliers are expressly recognized to be within **CONTRACTOR's** control.

#### **ARTICLE 16 – DISPUTE RESOLUTION**

The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the **OWNER** Representative and the **CONTRACTOR** Representative. At all times, **CONTRACTOR** shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the **OWNER**. If the parties are unable to resolve their dispute as described above within 30 days, the parties may request that the dispute be submitted to the Board of Public Works for resolution. If the parties are dissatisfied with the decision of the Board of Public Works, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

**ARTICLE 17 – CHOICE OF LAW AND VENUE**

This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere

**ARTICLE 18 – MISCELLANEOUS PROVISIONS**

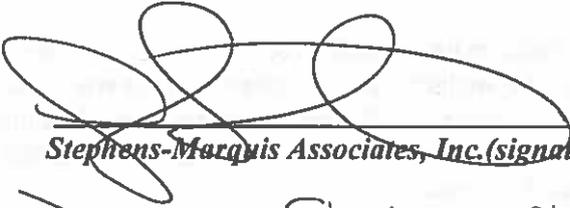
1. Neither party to the Contract shall assign the Contract as a whole without written consent of the other.
2. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time.
3. If additional testing is required, the **CONTRACTOR** shall perform these tests.
4. The **OWNER** shall pay for tests except for testing Work found to be defective for which the **CONTRACTOR** shall pay.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

\_\_\_\_\_  
*City of Nashua, NH (signature)*

James W. Donchess, Mayor  
*(Printed Name and Title)*

\_\_\_\_\_  
*Date*

  
\_\_\_\_\_  
*Stephens-Marquis Associates, Inc. (signature)*

Dennis Stephens, President  
*(Printed Name and Title)*

April 13, 2020  
*Date*



**EXHIBIT A**

April 8, 2020

Jonathan Ibarra  
Superintendent of Streets  
City of Nashua – Division of Public Works  
9 Stadium Drive  
Nashua, NH 03062

via: [ibarraJ@nashuanh.gov](mailto:ibarraJ@nashuanh.gov)

Re: Nashua DPW Fuel Facility  
9 Stadium Drive  
Nashua, NH

Dear Jon,

Thank you for the opportunity to provide a proposal for the Nashua DPW Fuel Facility. Stephens-Marquis Associates will construct the fuel facility for a total cost of \$267,000.00.

The Plans for the project are titled "Proposed Replacement of Dispenser Island, Nashua Street Department", by DB Tank Design, dated 2/09/2020. A Construction Cost Breakdown dated April 8, 2020 is attached that itemizes the tasks included in our work. It also lists the materials and equipment provided by, and the tasks performed by, the Nashua DPW.

A Performance Bond has been provided for the contract amount. The bond will be terminated upon completion and acceptance of the work scope indicated in the plans. Progress payments will be made at 50% and 90% completion. The final 10% and retainage, if any withheld, will be paid within 30 days from completion of work. Work being performed directly by the DPW will not delay payment.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Dennis H. Stephens  
President

Attachments: Construction Cost Breakdown, 4/8/20, 2 pgs.

717 DANIEL WEBSTER HWY, MERRIMACK, NH 03054  
(603) 424-2555 • [www.stephensmarquis.com](http://www.stephensmarquis.com)

**Fueling Facility Upgrade**  
**Nashua DPW**  
**Construction Cost Breakdown**

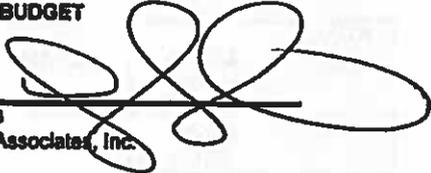
April 8, 2020

SCOPE OF WORK	Cost	DPW	SMA
<b>Site Work</b>	<b>\$27,000</b>		
Demo Concrete & Asphalt	\$7,500	\$7,500	
E&B Canopy Foundations, Slab Prep 6" Gravels	\$11,000	\$11,000	
E&B Canopy Drains, 90LF 6" PVC	\$2,700	\$2,700	
Asphalt Patch, 4"	\$5,800	\$5,800	
Curb Restoration	Monolithic		
Striping	By DPW	By DPW	
Landscaping, Sod & Seeding	By DPW	By DPW	
<b>AST &amp; UG Piping System</b>	<b>\$124,594</b>		
Demolition of Existing Fuel & Misc Labor	\$15,549		\$15,549
Clean & Inspect ASTs	\$16,238		\$16,238
AST / UST Upgrade Work, Underground Piping	\$37,147		\$37,147
DES Compliance Work (per 18 item list)	\$36,905		\$36,905
Pressure Regulating Piping	\$13,431		\$13,431
Hoses & Nozzles, 8ea	\$2,420		\$2,420
Hose Mast wiretractor, Diesel Only, 4ea	\$2,904		\$2,904
<b>Fuel Equipment</b>	<b>\$56,393</b>		
APT Piping	\$7,805	\$7,805	
APT Fittings	\$2,239	\$2,239	
Sumps & Misc.	\$3,122	\$3,122	
Valves, Incl Pressure Reg	\$3,155	\$3,155	
Island Form	\$3,972	\$3,972	
Dispenser, Bennett	\$30,800	\$30,800	
Shear Valves, 4ea	\$508		\$508
Canopy Lights, HI/LOW, 8ea, plus sensor	\$4,550		\$4,550
Decals, Signage	\$242		\$242
<b>Canopy</b>	<b>\$63,622</b>		
Canopy Steel, 24' x 40'	\$22,700	\$22,700	
Canopy Erection, 24' x 40'	\$9,680		\$9,680
Canopy Fire Suppression, PyroChem, Nozzle			
Height 15'-7" above drive mat.	\$29,064		\$29,064
Wire Fire Suppression	\$2,178		\$2,178
<b>Electrical</b>	<b>\$34,122</b>		
Material	\$12,947		\$12,947
Labor	\$20,088		\$20,088
Low Voltage Disconnect	\$1,089		\$1,089
<b>Concrete</b>	<b>\$43,004</b>		
Canopy Foundations	\$5,490	\$5,490	
Bollards Install	\$1,224		\$1,224
T&P Flat, Place & Finish	\$13,871		\$13,871
T&P Flat, Form & Mix	\$15,159	\$15,159	
Rebar & Wire Mesh	\$7,260		\$7,260
<b>Yard Work</b>	<b>\$2,366</b>		
Painting	\$1,468		\$1,468
Signage	\$900	\$900	

**Fueling Facility Upgrade**  
**Nashua DPW**  
**Construction Cost Breakdown**  
 April 8, 2020

SCOPE OF WORK	Cost	DPW	SMA
<b>Materials &amp; Misc. Expenses</b>	<b>\$7,514</b>		
Safety Fence	\$1,500	\$1,500	
Grout Canopy Columns	\$750		\$750
Site Labor, misc.	\$1,379		\$1,379
Sawcut Slabs & Seal & Caulk	\$932		\$932
Misc. Materials	\$988		\$988
Concrete Protection (Blankets)	\$1,984		\$1,984
Equipment Rentals	N/A		
<b>Yard Equipment</b>	<b>\$1,513</b>		
CO Boxes	\$158	\$158	
Fire Extinguishers (2)	\$829		\$829
Bollards, 6"	\$726		\$726
Yard Light Fixtures, 2ea	N/A		
Traffic Signs	N/A		
<b>Construction Services</b>	<b>\$3,750</b>		
Engineering Design & Inspections	\$2,550		\$2,550
Survey/Layout	N/A		
Geotechnical & Testing	\$1,200		\$1,200
<b>Bond</b>	<b>\$4,000</b>		<b>\$4,000</b>
<b>General Conditions</b>	<b>\$23,122</b>		<b>\$23,122</b>
<b>SUB-TOTAL</b>	<b>\$391,000</b>	<b>\$124,000</b>	<b>\$267,000</b>
<b>ALLOWANCES</b>	<b>\$0.00</b>		
<b>TOTAL PROJECT BUDGET</b>	<b>\$391,000</b>	<b>\$124,000</b>	<b>\$267,000</b>

Submitted by:

  
 Dennis H. Stephens  
 Stephens-Marquis Associates, Inc.

**EXCLUSIONS**

AST Painting  
 AST 15 Gal Remote Spill Containers (2), 6211R-151B3N, Allow \$3300 if required



# THE CITY OF NASHUA

*Division of Public Works*

*Administration Department*

*"The Gate City"*

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## **Board of Public Works Meeting of April 23, 2020 Administration**

### **Agenda**

**A. Motion:** To approve the proposed 2020 Sculpture Symposium sites.

**B. Informational**

- i. February-March 2020 Budget Transfers
- ii. Director's Report

## City of Nashua, Public Works Division

**To:** Board of Public Works

Meeting Date: April 23, 2020

**From:** Lisa Fauteux, Director Public Works  
Administration

**Re:** New sites for the 2020 Sculpture Symposium

**A. Motion:** To approve the proposed 2020 Sculpture Symposium sites.

**Attachment:** Letter from the Nashua International Sculpture Symposium

**Discussion:**



# Nashua International Sculpture Symposium

March 8, 2020

James Donchess, Mayor  
Board of Public Works  
9 Riverside Street  
Nashua, NH 03062

Dear Mayor Donchess and Commissioners of the Board of Public Works:

The 13<sup>th</sup> annual Nashua International Sculpture Symposium is planned for May 2020. As in past years, professional international sculptors will each be creating an outdoor sculpture to be placed in the City. The 2020 sculptors who have been selected are from South Korea, Belgium and the USA.

The following locations were previously approved by the Board of Public Works and are still available:

- Foster Square 2008
- Mine Falls Park Mill Pond entrance 2015
- Mine Falls Park boat ramp 2015
- Legacy Park 2017
- Nashua River Rail Trail 2017
- Constitution Plaza 2018
- Broad Street Parkway 2018

I respectfully request the following locations be approved by the Board of Public Works:

- Abbott St. Triangle
- Hellenic Circle
- Bricked Triangle at end of Temple Street
- New Bridge by Gate City Fence
- North Common
- Southwood Drive Roundabout
- Site near Captain's Corner

More detailed information is attached. Please do not hesitate to contact me at [grace.finlay8@gmail.com](mailto:grace.finlay8@gmail.com) or 603-417-1431 if you need additional information. We look forward to attending your meeting in March to provide an update.

Sincerely,

Grace Finlay  
Board member

CC: Gail Moriarty, Symposium President  
Lisa Fauteux, DPW Director  
Andrew Patrician, DPW Asst. Director



## 1. Abbott St. Triangle

**Description of Site:** Abbott St. Triangle - At the intersection of Manchester St., Abbott St. and Hopkins St. This site has recently been landscaped with wilders from Parker Gardens and the City of Nashua. Our site would be near the northern point of the triangle, minimizing impact on the gardens. We would suggest moving the sign to elsewhere on the triangle.

**Public Space:** Abbott St. Triangle is a Nashua City property. Maintained by the Department Public Works

**Distance to Center of Downtown:** 0.8 miles from the Nashua City Hall

**Size of Site:** Very small

**Is site toxic:** No

**Is site wetland:** No

**Neighborhood type:** Abbott St. Triangle is in an urban residential neighborhood.

**Visibility to pedestrians:** A sculpture at this location at Abbott St. Triangle would be visible to pedestrians walking on Abbott Street and Manchester Street.

**Visibility to car passengers:** A sculpture at this location at Abbott St. Triangle would be visible to car passengers on Manchester St. and Abbott St.

**Distractions:** Signpost at other end, not a problem.

**Is it possible to transport sculptures to site:** Yes

**Is it possible to install the sculpture at the site:** Yes

**Handicap accessible:** Abbott St. Triangle is wheelchair accessible.

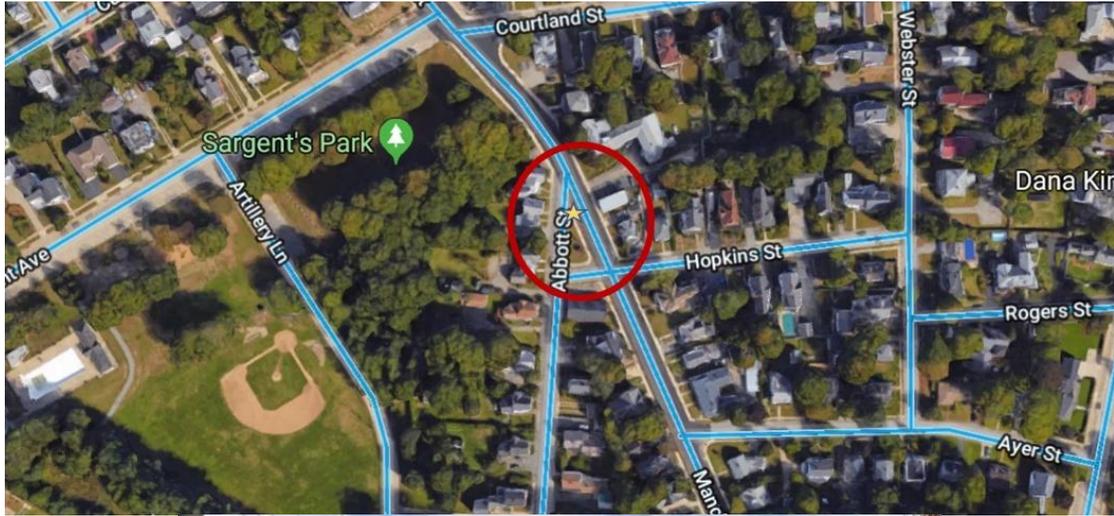
**Ability to touch sculptures:** Good

**Required approvals:** Department of Public Works

**Additional Notes:** We would need to ensure the neighborhood that we would minimally impact the recently landscaped area, preserving the wildflowers.



# Nashua International Sculpture Symposium





## 2. Hellenic Circle

**Description of Site:** Grass triangular piece of ground at roundabout joining Factory St, Central St and W Pearl St. in front of old Courthouse building.

**Public Space:** Yes

**Distance to Center of Downtown:** Half a mile to City Hall.

**Size of Site:** Small

**Is site toxic:** No

**Is site wetland:** No

**Neighborhood type:** Mix of residential and business

**Visibility to pedestrians:** Yes

**Visibility to car passengers:** Yes

**Distractions:** Telephone poles, trees and signage.

**Is it possible to transport sculptures to site:** Yes

**Is it possible to install the sculpture at the site:** Busy traffic area.

**Handicap accessible:** Yes

**Ability to touch sculptures:** Yes

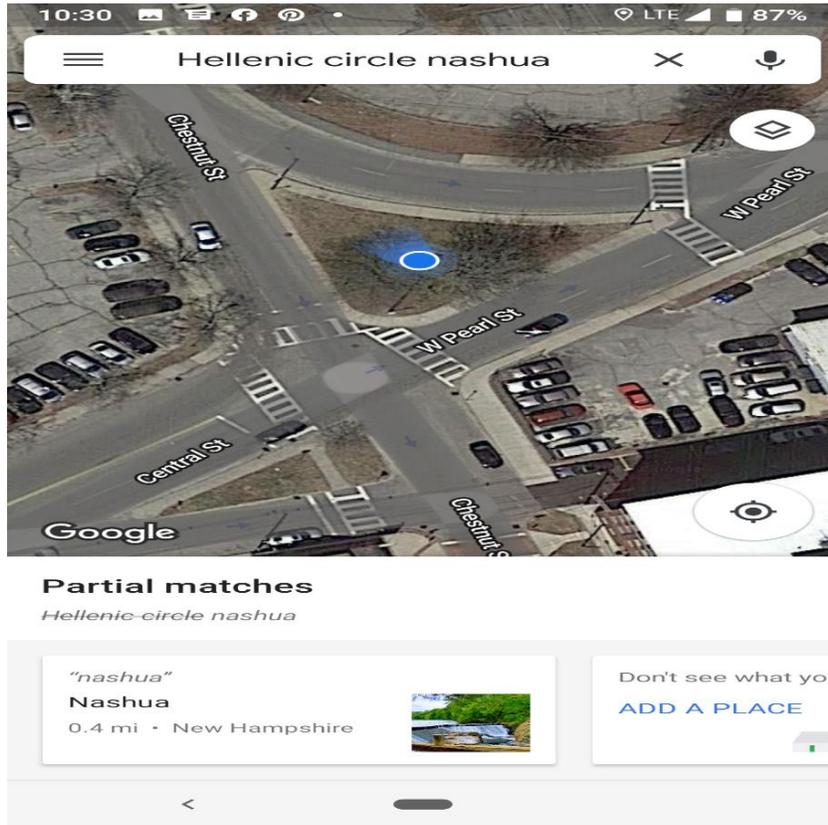
**Required approvals:** Department of Public Works

**Additional Notes:**





# Nashua International Sculpture Symposium





### 3. Bricked triangle at end of Temple Street

**Description:** Proposed site is the bricked triangle at the corner of Temple and East Pearl Streets.

**Ownership:** City of Nashua, maintained by the Nashua Streets Department.

**Proximity to Downtown:** Less than a mile from the Nashua City Hall.

**Size of Site:** Small

**Toxic:** No

**Wetland:** No

**Neighborhood type:** Dense suburban, some business

**Distractions:** Close to buildings, on sidewalk

**Visible to Pedestrians:** Yes

**Visible to Car Passengers:** Yes

**Transport to this site:** Easy

**Installation on this site:** Easy

**Handicap accessible:** Yes

**Touch Sculptures:** Yes

**Required approvals:** Department of Public Works

**Additional Notes:** Very small space between 2 one-way streets.





# Nashua International Sculpture Symposium





#### 4. New Bridge by Gate City Fence

**Description of Site:** Located on Ledge Street, a small grass area with some trees and shrubbery at the new pedestrian bridge at Gate City Fence that leads to Mines Fall Park. There are two public benches squared in by concrete fencing in front of the proposed site location.

**Public Space:** Yes

**Distance to Center of Downtown:** Half a mile to City Hall approx.

**Size of Site:** Small

**Is site toxic:** No

**Is site wetland:** No

**Neighborhood type:** Mix of business and residential

**Visibility to pedestrians:** Yes

**Visibility to car passengers:** Yes

**Distractions:** Parking meter, concrete and wire fencing.

**Is it possible to transport sculptures to site:** Yes

**Is it possible to install the sculpture at the site:** Yes

**Handicap accessible:** Yes

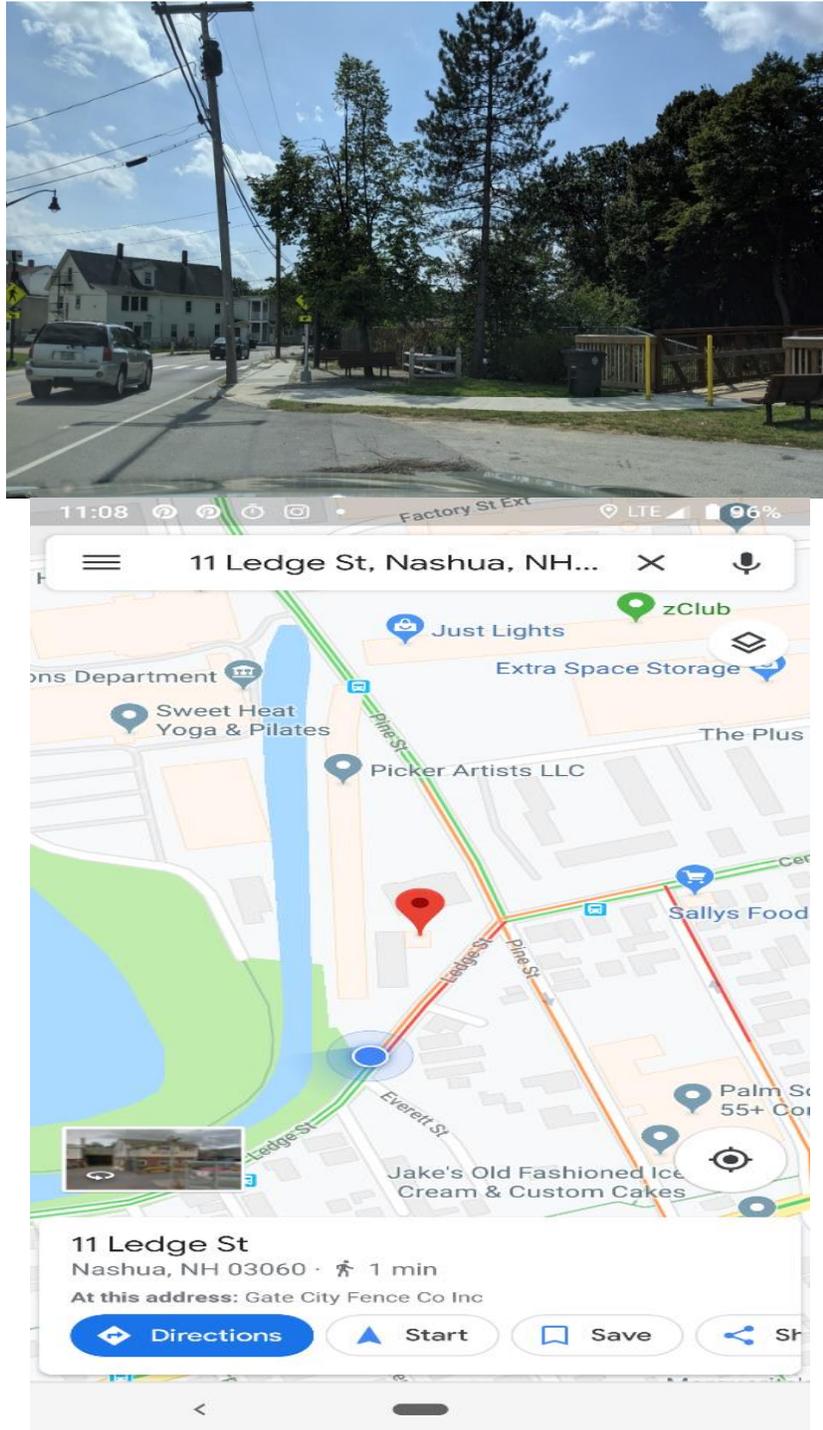
**Ability to touch sculptures:** Yes

**Required approvals:** Department of Public Works

**Additional Notes:**



# Nashua International Sculpture Symposium





# Nashua International Sculpture Symposium





## 5. North Common

**Description of Site:** North Common runs from Holman Stadium parking lot to Manchester St. This site is along Manchester Street between 4 trees near the back of the lot. This space is near a picnic table but does not interfere with the table or the playing fields. The site is grassy and relatively flat.

**Public Space:** North Common is a Nashua City Park maintained by the Nashua Parks and Recreation Department.

**Distance to Center of Downtown:** North Common is 0.9 miles from the Nashua City Hall

**Size of Site:** About 1 acre

**Is site toxic:** No

**Is site wetland:** No

**Neighborhood type:** North Common is in an urban residential neighborhood.

**Visibility to pedestrians:** Sculptures at this location in North Common would be visible to pedestrians walking on Manchester St. and Sargent Av.

**Visibility to car passengers:** Sculptures at this location in North Common would be visible to car passengers on Manchester St.

**Distractions:** Surrounded by tall trees, but plenty of space

**Is it possible to transport sculptures to site:** Yes

**Is it possible to install the sculpture at the site:** Yes

**Handicap accessible:** North Common is wheelchair accessible.

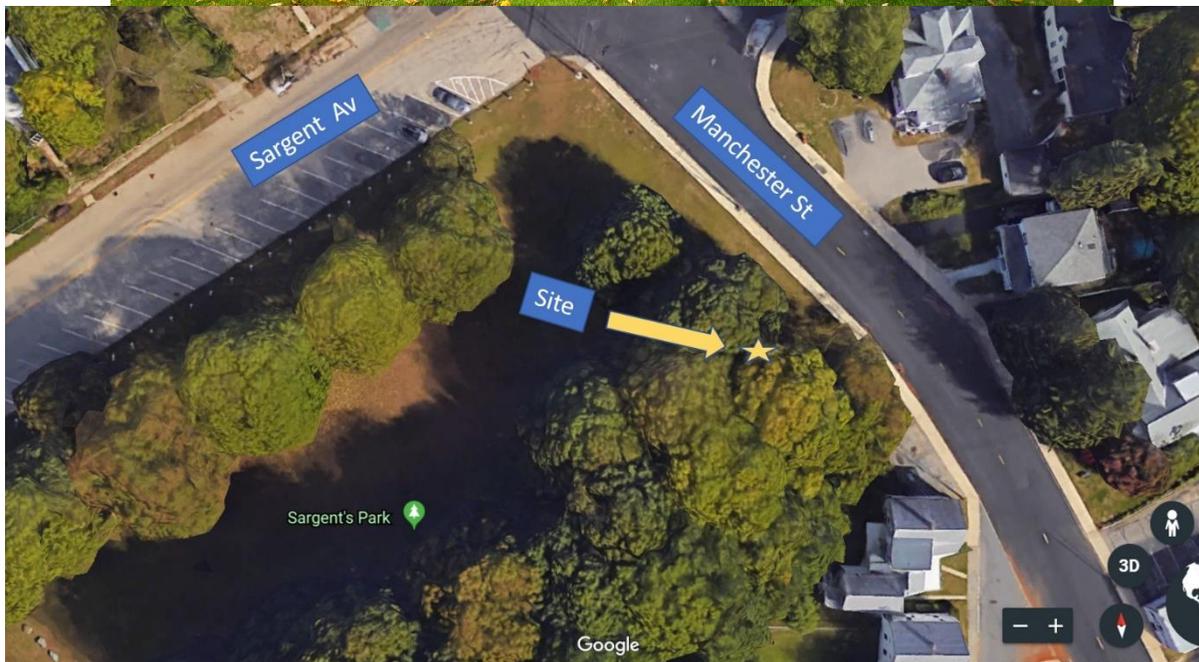
**Ability to touch sculptures:** Good

**Required approvals:** Department of Public Works

**Additional Notes:** North Common is a pleasant neighborhood park. It would be suitable for one or maybe more sculptures. It is a beautiful site set back from the street, but highly visible. The size of the sculpture would depend on the specific location within the park. “Birth of Venus” is already in the park at the opposite end and is loved by the children for climbing.



# Nashua International Sculpture Symposium





## 6. Salmon Brook Trail Head

**Description of Site:** Large open site at Improved Machinery Pond across from the Bus Depot at the end of Burke Street which the Lower Merrimack River Local Advisory Committee wants to see developed as a walking trail along by the water.

**Public Space:** Yes.

**Distance to Center of Downtown:** 1.6 miles approx. to Nashua City Hall

**Size of Site:** Large

**Is site toxic:** No

**Is site wetland:** No

**Neighborhood type:** Open area for bus parking and storage buildings nearby.

**Visibility to pedestrians:** Not much pedestrian traffic.

**Visibility to car passengers:** Yes

**Distractions:** No obvious distractions

**Is it possible to transport sculptures to site:** Yes

**Is it possible to install the sculpture at the site:** Yes

**Handicap accessible:** Yes

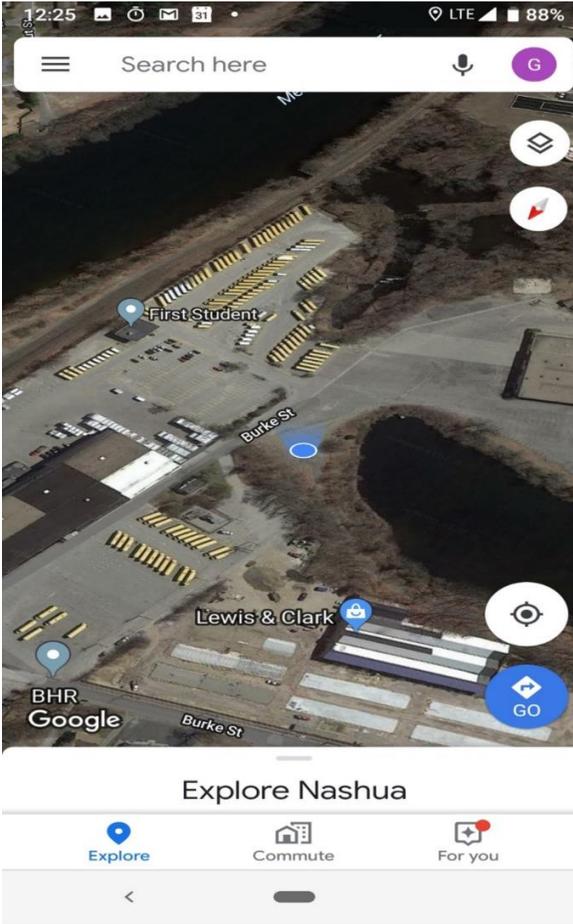
**Ability to touch sculptures:** Good

**Required approvals:** Department of Public Works

**Additional Notes:** Proposed by Gene Porter, Chair of the Lower Merrimack River Local Advisory Committee. They have some easements to develop the trail but there are some sections of the proposed trail on private land, and so it is at an early stage to becoming a reality.



# Nashua International Sculpture Symposium





# Nashua International Sculpture Symposium





## 7. Southwood Drive Roundabout

**Description of Site:** Roundabout between Somerset Parkway and Tinker Road, close to Exit 8 Park & Ride and Radiation Center of Greater Nashua.

**Public Space:** Yes

**Distance to Center of Downtown:** 3.5 miles approx. to City Hall, Nashua.

**Size of Site:** Small

**Is site toxic:** No

**Is site wetland:** No

**Neighborhood type:** Busy commuter traffic and traffic from Park & Ride situated close-by.

**Visibility to pedestrians:** No

**Visibility to car passengers:** Yes

**Distractions:** At traffic intersection

**Is it possible to transport sculptures to site:** Yes

**Is it possible to install the sculpture at the site:** Yes, at quieter traffic times.

**Handicap accessible:** Yes

**Ability to touch sculptures:** Limited

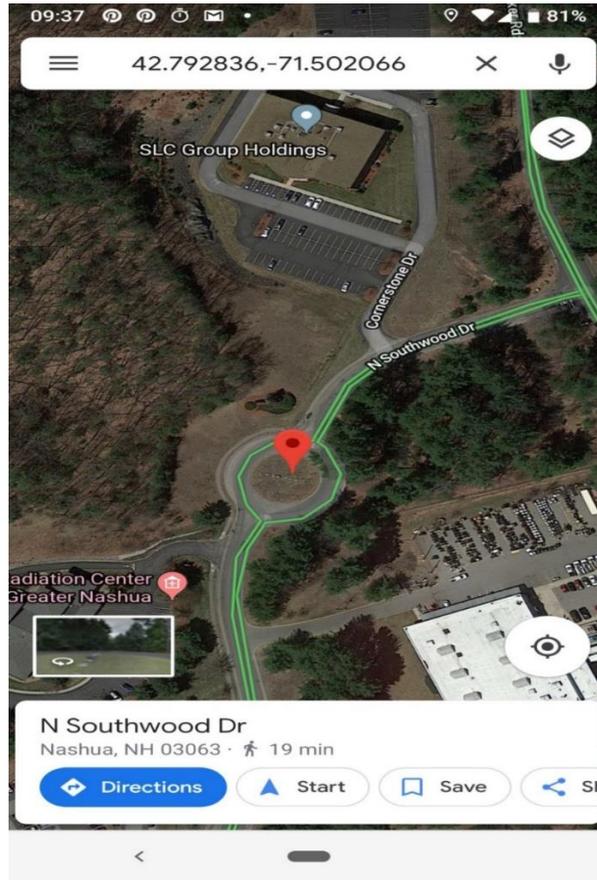
**Required approvals:** Department of Public Works

**Additional Notes:**





# Nashua International Sculpture Symposium





## 8. Site near Captain's Corner

**Description of Site:** A grass margin along a walking trail just before a wooden boardwalk located off of Buckmeadow Rd. across from Cherrywood Drive.

**Public Space:** Yes

**Distance to Center of Downtown:** 4.5 miles approx. to City Hall.

**Size of Site:** Small

**Is site toxic:** No

**Is site wetland:** No

**Neighborhood type:** Well used walking trail.

**Visibility to pedestrians:** Yes

**Visibility to car passengers:** No

**Distractions:** None

**Is it possible to transport sculptures to site:** Yes

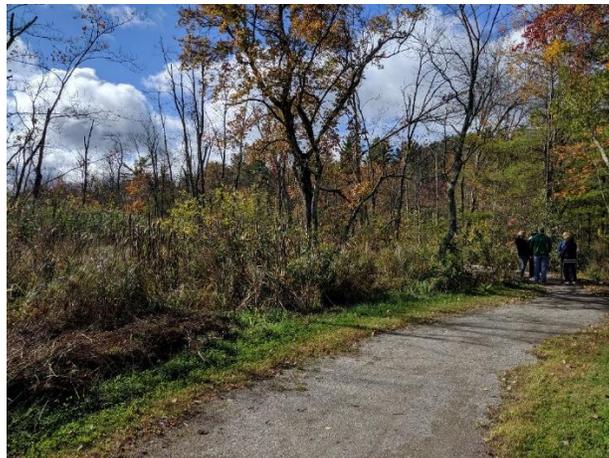
**Is it possible to install the sculpture at the site:** Yes

**Handicap accessible:** Yes

**Ability to touch sculptures:** Yes

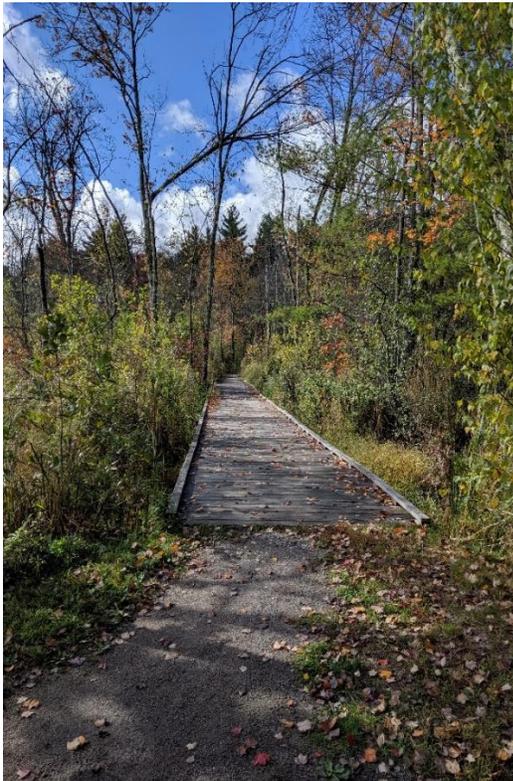
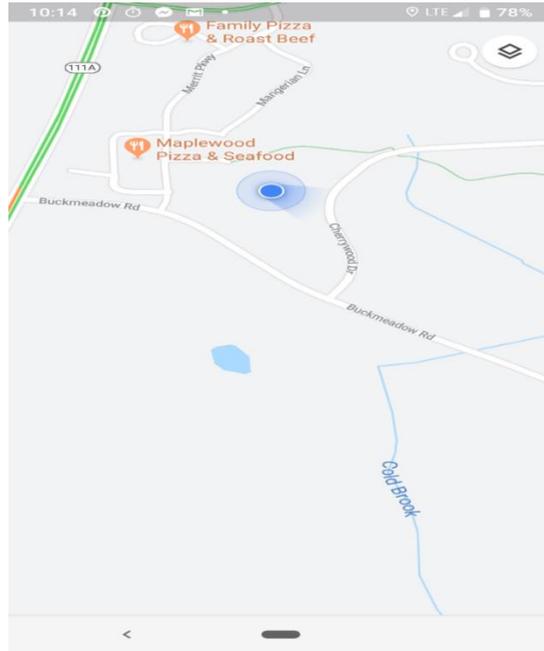
**Required approvals:** Department of Public Works

**Additional Notes:**





# Nashua International Sculpture Symposium



**CITY OF NASHUA  
REPORT OF DEPARTMENTAL BUDGET TRANSFERS  
FISCAL YEAR 2020**

<u>DATE</u>	<u>ACCT UNIT</u>	<u>ACCOUNT</u>	<u>ACCOUNT DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
<b>DEPARTMENT 177 - PARKS &amp; RECREATION</b>					
<b>04 DEPARTMENTAL BUDGET TRANSFER</b>					
<b>TRANSFER # 198 Parks &amp; Rec Conf &amp; Semin</b>					
03/16/2020	77.1.500	55400	CONFERENCES AND SEMINARS		1,400.00
03/16/2020	77.1.650	53999	OTHER PROFESSIONAL SERVICES	1,400.00	
				<b>1,400.00</b>	<b>1,400.00</b>
<b>TOTAL FOR ADJUSTMENT CODE 04 - DEPARTMENTAL BUDGET TRANSFER</b>				<b>\$1,400.00</b>	<b>\$1,400.00</b>

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<b>TOTAL FOR DEPARTMENT 177 - PARKS &amp; RECREATION</b>	<b>\$1,400.00</b>	<b>\$1,400.00</b>
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# Board of Public Works Meeting of April 23, 2020

## Department Report

### Engineering Department

- **2019 Sewer Pipeline Assessment** - The Ted Berry Company is performing contracted work consisting of 60,000 feet of sewer line Closed Circuit Television (CCTV) video. The video helps us determine which pipes are in immediate need of rehabilitation or replacement. The project was mostly completed in late 2019 and is expected to finish up this summer.
- **2019 Sewer Rehabilitation (Lining)** – Kenyon Pipeline Inspection completed CCTV on over 22 miles of sewer pipe throughout the City and has installed polyethylene liners in over 9 miles of aging sewer pipes. A change order is being sought to continue this work through 2020 at existing contract rates.
- **2020 Sewer Replacement** - This project includes replacing over 3,000 feet of crumbling sewer pipe and over 30 sewer structures in the downtown area of the City. A contract with SUR Construction West of Winchester, NH has been executed and work begun in early April. Work is expected to continue through the end of the year.
- **Sewer Services and Mains Issues** - Engineering responded to private sewer service issues and mains issues at 15 Monica Dr, 120 Monroe St, 3 Spencer Dr, 4 Stevens St, 22 Wason Ave, 16 Euclid Ave, Fifield St (main collapse), 7 Gaffney St, 44 Kinsley St, 3-3.5 Pleasant St, 23 Factory St, 8 Superior Dr, 30 Perham St, 9 Churchill St, and Amherst St at Vernon St (sinkhole).
- **Integrated Plan** - Eight flow meters have been installed in existing manholes to gather dry weather and wet weather information in the interceptor system over a 10 week period. This data will be used to update the InfoWorks hydraulic model. This model will be used to identify capacity issues, predict Combined Sewer Overflow (CSO) discharges as well as identifying areas of significant wet weather impact. A meeting is being scheduled to rank the criterion for comparing alternative projects, which will be used to evaluate and properly balance the financial needs for wastewater and stormwater management.
- **CMOM Project** - Engineering consultant, Hazen and Sawyer continues to assess the condition of the wastewater collection system using CCTV inspection and make recommendations for rehabilitation of sewers in need of repair. About 80,000 linear feet of sewers and 40,000 linear feet of storm drains and culvert were selected to include in the Year 2 CCTV program. Cleaning of siphons at five locations is scheduled to begin mid-April.
- **MS4 Stormwater Permit** - Characterization of all stormwater outfalls is ongoing.
- **2019 Paving Program (Arterial/Major Roads)** - Brox has completed paving of Spit Brook Road, Main Dunstable Road, Amherst Street, West Hollis Street, Canal Street, Pine Hill Rd, East Hollis Street and Kinsley Street. Brox has started working in the City on Lake Street, Allds Street, East Hollis Street, Ridge Road, and South Main Street Roundabout. Sections of Allds Street and Lake Street have been reclaimed. East Hollis, South Main Street Roundabout, and Ridge Road have been milled. All roadways should be paved to binder or wearing course level by the end of April.
- **2019 Paving Program (Local/Residential Roads)** - Sunshine Paving has completed their base contract with the exception of Lincoln Avenue, which was delayed due to utility

conflicts. They also finished paving all of the streets in the change order. Paving will resume this spring.

- **2019 Asphalt Testing** - S.W. Cole will be performing the plant testing of the asphalt mix and laboratory testing of the cores for the carryover work from 2019 and we are seeking an expansion of their purchase order to assist with the FY2020 program.
- **2020 Paving Program (Contracts 1 & 2)** – Two contracts were awarded to Sunshine Paving. Work is scheduled to start in late April.
- **Federal Aid Paving Project** - All resurfacing work has been completed. A change order to construct ADA ramps at Exits 6 and 7 has been approved by the DOT. Work is scheduled to begin in late April.
- **Pavement Degradation Fees** - Engineering has reviewed the draft NRO prepared by Legal for the addition of degradation fees. A future presentation to the BPW is planned.
- **Intersection Improvements (Pine Hill Rd & Charron Ave)** - Engineering has developed a concept plan for implementation of all-way stop control, as approved by the Board of Aldermen. DPW is planning to present the concept to the public at a later date.
- **Sidewalk Program FY2020** - Engineering is awaiting bids for sidewalk improvements on East Hollis Street. The bid opening has been delayed due to COVID-19 until May 15th.
- **Charlotte Ave Elementary School SRTS** - Engineering is awaiting NHDOT approval to advertise the project for bids. Bidding has been delayed by COVID-19, which may impact the planned summer construction schedule.
- **Atherton Avenue Park (Soccer Field Project)** – Engineering is supporting the Parks and Recreation Department with design of 7v7 soccer fields (2) to replace existing baseball and softball fields. Construction is anticipated to be performed by the Streets Department.
- **Greeley Park Boat Ramp** – The Streets Department has constructed approx. 80% of the access road to the ramp and has begun placing loam in grassed areas. Site construction with oversight support by Engineering and Parks & Rec. is anticipated to continue through July of this year.
- **Nashua South High School Alternate Care Facility** - Engineering is providing technical support to the National Guard with floor plan and traffic route mapping to assist first responders working at the facility providing COVID-19 patient treatment.
- **Canal Street Bridge Repairs** - The contract to repair the substructure of this bridge is currently out to bid. Bidding has been delayed by COVID-19, but is not anticipated to impact the late summer work during low-flow conditions. The scope of work includes repairs to the east concrete abutment and center pier.
- **Utility Coordination** - The Engineering Department works on a daily basis with various utility companies and formally meets on a bi-weekly basis to coordinate the timing and location of water, gas, and electric utilities improvements throughout the City. Work on streets to be paved in 2020 is being prioritized.
- **Transit Center Project** - Engineering is working with Community Development, Nashua Transit, and Greenman Peterson, Inc. (GPI) on a design for upgrades to Garden St between City Hall and the parking garage.
- **Private Development** - Plan reviews include resubmittal or newly submitted:  
7 Fairway Street subdivision and residential dwelling, 24 Coburn Ave subdivision and residential dwelling, Nashua Crossing proposed 2 story addition to the Senior Living Building at 674 West Hollis St, 367 Amherst St (7-Eleven convenience store) gas station alterations, Lot Line Relocation Plans for 4 Blackstone Dr and 561 Amherst St, 4 Meredith

Dr for a single lot one family house, and preliminary plan reviews on 38 Bridge St (Liberty Utilities Yard) for a site impervious cap project, 452 Amherst St (Existing Country Tavern and proposed gas station), 4 Blackstone Dr proposed Gas Station and 210 DW Highway (at Adventure Way) for a proposed Costco gas station.

- **Construction Inspection** - Pre-construction meetings were held for 21.5 Fairmount St (subdivision for one new house), 370 Amherst St (Eversource parking garage) and 25 Walnut St (former Court House and proposed Pennichuck office). Sewer and gas main installation is being inspected for conformance to city specifications. Liberty Utilities in particular, has several crews working throughout the city to repair leaking gas mains and aging infrastructure in anticipation of future City roadway work.
- **Survey Work** – Recent work includes an easement at 92 Gillis Street for the sewer pump station control panel, drainage issues on Hunters Lane, sewer pump station on Fulton Street, right of way survey for a drainage issue at Farmington Road at South Main Street, drainage issue on New Dunstable at Liberty, and continued layout for the Greeley Park boat ramp roadway and site.
- **Street Opening Permits** - Engineering issued One-Hundred-Thirty (130) Street Opening Permits in the months of February & March, 2020.
- **Encumbrance Permits** - Engineering issued Fourteen (14) Encumbrance Permits in the months of February & March 2020.
- **Sewer Permits** - Engineering issued nine sewer permits and collected \$3,338.38 in sewer fees in the months of February and March 2020.

### **Parks & Recreation Department**

- **Holman Stadium.** The stadium is ready for play. The field was seeded, fertilized, and infield work is completed. There have been no activities due the Covid 19 issue.
- **Stellos Stadium.** The Stadium is ready for play. There have been no activities due the Covid 19 issue.
- **Summerfun.** The 2020 fund raising campaign has begun. We have a goal of raising \$20,000 in sponsorships. There has been \$12,000 raised to date. Donations have dropped off significantly. We are working on a modified program.
- **Downtown.** Main Street has been cleaned and we have started to hang the spring banners.
- **Playground and Park Postings.** The department has gone out and posted / closed all of the playgrounds, and courts. Where ever possible playgrounds and the skate parks have been locked. Social Distance awareness signs have also been placed at park entrances and along many of the popular trails and paths.
- **April 13<sup>th</sup> Wind Storm.** The department responded to three wind related tree calls from the storm on Courtland Street, Saint Laurent Street, and Howard Street.
- **Eaton Street Bridge.** The bridge repairs were completed and the bridge is open for use. There are a few cosmetic punch list items to complete.
- **Projects.** Work continues at the following locations;
  - ❖ Greeley Park Boat Ramp the new road has been roughed in and is currently is being brought up to grade. The contractor has completed their scope of work.
  - ❖ The shade sails at the Jeff Moring Playground and other punch list items are scheduled but have been put on hold.

- ❖ The Atherton Ave field development is moving forward the area has been surveyed and we are currently looking at grading plans.
  - ❖ The Rotary Pool Filter replacement project is underway. The filter has arrived and is on site. We have removed the old filter and set up the filter room so it is ready for the installation.
  - ❖ We have demoed and removed the Salem Street playground. The contractor is schedule to start the installation of the new equipment on April 14<sup>th</sup>.
  - ❖ We are working on a material list for the Lincoln Park improvements scheduled for later this year.
- **League Meetings.** We have met with most groups to issue permits. There is a lot of discussions regarding the Corona Virus and delaying or cancelling the season.
  - **Spring Clean Ups.** We have been taking advantage of the early spring and have been working cleaning up our parks and public spaces for over a month.
  - **Winter Orders.** Our orders of materials have started to arrive. This includes fertilizer, seed, clay, mulch, flowers, and playground cushion.
  - **Tree Work.** We have completed our log of winter tree work.
  - **Biddy Basketball.** The 2019 / 2020 season is completed. The season went well.
  - **Summer Camps.** The 2020 summer camp information has been released. New this year an outdoor education camp named Camp Mine Falls. We are going to try wrestling camp again for 2020 as well. Camp revenues have slowed significantly due to the health crisis.
  - **Greeley Park Events.** The calendar has been cleared through mid to late June and may go further into the season.
  - **Greeley Park Garden Plots.** The plots have been prepared for the season.

### Wastewater Department

- **Operations.** The Operations department continues daily operations of the facility as well as monthly inspections and checks maintaining proper operation of the facility. We had three rain events this month that the operations staff handled. The operators worked in conjunction with Methuen Construction to shut down and start up primary tanks for the Primary upgrade project.
- **Maintenance.** Maintenance has continued preventative maintenance at the Treatment plant and the 13 outlying Pump stations. The mechanics set up bypass pumping to pump down the effluent channel of the grit chambers for Methuen to continue their work on the primaries. The Rotorx actuator for primary #2 was replaced and the electrician established power to it. The electricians worked with EII to perform a power transfer so they could work on the Co-gen building for the Energy Recovery upgrade.
- **Collections.** The collection crews have completed all monthly checks of our CSO's and siphon stations, as well as assisting Maintenance in pump station inspections. Collections crews responded to sewer back-ups on Locust, W Hollis, Faxon and other streets. CCTV work was performed to find residential sewer connections, catch basin laterals and to inspect lines for various projects.

- **Laboratory:** The Laboratory continues daily analyses for permit compliance and process control. On Tuesday and Wednesday process control samples are being sampled and tested based on priority of importance to the process due to lack of staff. The monthly QC checks for March have been completed and results are acceptable. The results are in for the SQC testing conducted on March 2, 2020 and are acceptable. The Quarterly Micro Environmental Monitoring test results are negative for E.coli. The laboratory received confirmation that the arrival of a muffle furnace should be within the next two weeks. The Process Chemist did start an Internal Audit, but due to the current situation has halted the Internal Audit in his absence. The QSM, BOD and E.coli SOP have been updated and will be put into Laboratory practice.
- **Energy Recovery Upgrades:** Methuen Construction continued with installation of piping and equipment for this project, however, in early April, the welding subcontractor stopped work due to issues with the coronavirus. Methuen is trying to hire another welder to complete the work. There remains a small amount of gas piping to install, connections to a gas meter and connection to each of the generators. Due to the uncertainty with hiring another welding company and parts delivery for the project, work has been delayed to the end of May or early June.
- **SCADA:** Contractor EII was substantially complete with the project on 04/15/19. New O&M manuals were submitted to NHDES. Continuing to work with IT to have them setup a redundant server which has been delayed due to software issues with VMware that in not completely downloading on the server.
- **HVAC Upgrades:** Another HVAC company was hired to reorient the one of the air supply fans for the lab. Now that this complete the system needs to have another air balancing test done again after the Wastewater Facility resumes to normal business (contractors are being kept to a minimum due to coronavirus).
- **Water Booster Station Upgrades:** The new water booster station building is now complete, running and providing potable water to the plant. The contractor has completed most of the items on the punchlist including removal of the old water booster station and regrading site.
- **Primary Tank Upgrades:** Methuen has completed the new chain installation in tanks 1 and 2, and both are running satisfactorily. Contractor has started working on demo of tank 5.
- **Pump Station Upgrades:** DeFelice has completed the installation of the new pump stations at Newton, Gillis and nearly complete at Fulton. An easement is being sought to locate the control panel at Gillis Street on the property at 92 Gillis to get it off the road. Wastewater is continuing to work with Eversource and Consolidated Communications to have fiber attached to existing poles. Work is also be planned and scheduled for new pump stations at National Street, Trestle Brook and Watson Street.
- **Wet Weather Screening Upgrades:** The project went out to bid and Waterline Industries was the low bidder with a bid of \$1,237,677. Upgrades will include complete new screens and rake mechanisms. Waterline has informed us the new screens and rakes will arrive by September 2020. Work is on hold due to the coronavirus but is not expected to impact the start date.
- **Gas Tank Coating:** JB Safety has completed all the painting on the gas tank. They have cleanup work left to do.

- **Gas Tank Diaphragm Replacement:** Methuen construction has installed the new gas tank diaphragm and pressure tested with air for leaks. The gas tank is now operating satisfactorily.

### **Street Department**

- **Street Department completed tasks**
  - 2 manhole repairs
  - 48 pothole repairs
  - 32 mailbox repairs
  - 1 catch basin
  - 26 lawn repairs
- **Asphalt Repairs**
  - Street department crews continue to fill pot holes city wide as the weather permits.
- **Traffic**
  - 16 traffic signal problems were responded to and fixed.
  - Numerous electrical issues involving street lights have been addressed.
  - 83 street signs were replaced, repaired, investigated with no action required.
- **Fleet**
  - Preventative maintenance and repair of the fleet is ongoing daily.
  - Solid Waste equipment and vehicles are repaired daily.
  - Spreaders are being repaired and serviced.
  - Construction equipment is being prepped for this season.
  - Park and Recs' equipment is being gone through and repaired as needed.
- **Weld shop**
  - Repairs are being made to one of the streets backhoes push frame damaged during plowing operations.
  - Parks trailer number 512 had the frame repaired.
  - Plows and wings are being repaired from this winters damage.

### **Solid Waste Department**

- **Solid Waste Department:**
  - Soft yard waste collections started on April 13, 2020.
  - Work has started on expanding the landfill gas collection system.
- **Recyclables Shipped in March 2020:**
  - 348 tons of single stream recycled materials.
  - 189 tons of scrap metal sold.
  - 16 tons of E-waste.

- 4 tons textiles and books.
- 700 gallons of used motor oil.
- 3 pallets of lead acid batteries sold.
- 71 appliances evacuated of CFC's.
- 1 boxes rechargeable batteries.
- The charge for single stream recycling for March is \$94.63/ ton.

- **Recycling Bins & Carts:**

- 38 Recycling carts were sold in March.
- 12 Recycling bins were given to 6 residents.
- 7 Trash carts distributed.
- 39 Trash carts repaired.

- **Permits Sold for 2020:**

- 9246 Residential Permits.
- 596 Commercial Permits.

- **Curbside Collection:**

- 1738 tons MSW.
- 328 tons Recycling