AGENDA

CALL TO ORDER

PRAYER

PLEDGE OF ALLEGIANCE

ROLL CALL

NON-PUBLIC SESSION (if needed)

PREVIOUS MEETING MINUTES APPROVAL – Thursday, April 23, 2015
REMARDS BY CHAIRMAN

REMARDS BY SCHOOL ADMINISTRATION (if requested)

CONSTRUCTION PROJECTS COMMITTEE REPORT
  • Approval of the minutes of a meeting held Thursday, April 23, 2015, (under separate cover) and an oral
    report of a meeting held earlier this evening

ITEMS FOR DISCUSSION AND APPROVAL
  • Discussion – Construction Update
  • Contract(s) Approval (if needed)
  • Invoice(s)
  • Other (if needed)

COMMENTS BY MEMBERS OF THE PUBLIC

COMMENTS BY COMMITTEE MEMBERS

ADJOURNMENT
<table>
<thead>
<tr>
<th>Description</th>
<th>Estimated Cost w/o Markups</th>
<th>Comments/Notes</th>
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</thead>
<tbody>
<tr>
<td>Pave Fire Lane, Drainage, Repaving Between Wings</td>
<td>$430,000.00</td>
<td>Alternate - Pavement/Drainage Between Wings is Very Poor</td>
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<tr>
<td>Roof Structural Upgrades (To current design code for snow loads)</td>
<td>TBD</td>
<td>Safety and Code Update</td>
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<td>Re-roofing</td>
<td>$789,858.00</td>
<td>Alternate - Beyond Life Expectancy/Warranty</td>
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<td>New Shades</td>
<td>$33,177.00</td>
<td>Alternate - Security Implications</td>
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<td>Replace Carpet in Music Room</td>
<td>$6,435.00</td>
<td>Alternate</td>
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<tr>
<td>Stage Curtain Allowance</td>
<td>$31,273.00</td>
<td>Alternate</td>
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<tr>
<td>Change Toilet Partitions in Womens Room 154</td>
<td>$2,293.00</td>
<td>Alternate</td>
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<td>Dumpster Fence &amp; Pad for 2nd Dumpster</td>
<td>$15,637.00</td>
<td>Existing Chain Link Fence with Slats Around 1 Unit</td>
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<tr>
<td>Change Gym Addition To CMU in Lieu of LGMF</td>
<td>$7,761.00</td>
<td>More rugged exterior with CMU.</td>
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<tr>
<td>Change Entry Mat from Non Recessed Mats Inc Supreme Nop Tile to 3M</td>
<td>$4,445.00</td>
<td>Better removal of soil from shoes</td>
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<tr>
<td>Porcelain Tile Floor (Main Lobby?)</td>
<td>$20,399.00</td>
<td>Better longevity, easier maintenance</td>
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<tr>
<td>Wainscot of Tile</td>
<td>$5,103.00</td>
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<tr>
<td>Re-finishing Cafeteria &amp; Stage Wood Floors</td>
<td>$8,362.00</td>
<td>In NSD Plant Operations annual budget</td>
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<tr>
<td>Additional Marker Boards</td>
<td>$4,691.00</td>
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<tr>
<td>Additional Tack Boards</td>
<td>$6,255.00</td>
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</tr>
<tr>
<td>Stage Door, Frame and Masonry</td>
<td>$3,466.00</td>
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<td>New Seat Wall</td>
<td>$19,874.00</td>
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<td>Cabinets in Teachers Lounge</td>
<td>$2,919.00</td>
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<td>Temp Enclosures</td>
<td>$3,649.00</td>
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<tr>
<td>Misc Furring &amp; Ledger Boards</td>
<td>$3,649.00</td>
<td></td>
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<tr>
<td>Relocate Outside Classroom</td>
<td>$-</td>
<td>In Site Contractor Bid</td>
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<tr>
<td>Bollards and Chains at Each End of Fire Lane</td>
<td>$3,336.00</td>
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<td>Clock Tower</td>
<td>$8,851.00</td>
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<tr>
<td>Exterior Clock</td>
<td>$4,170.00</td>
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</table>
Change Order Request

4/24/2015

COR #022

Shawn Smith
Nashua School Dist. Plant Operations
38 Riverside Street
Nashua, NH  03062

Re:  Broad Street Elementary School
     Project # 2013-019

Dear Shawn,

We are submitting herewith our change estimate for Playground Relocation (PR # 28) as follows:

<table>
<thead>
<tr>
<th></th>
<th>Amount</th>
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<tr>
<td>Lexington Excavation</td>
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<td>Gate City Fence</td>
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<td>Utiliply</td>
<td>$36,947.00</td>
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<td>P&amp;P Bond</td>
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<td>Builders Risk Insurance</td>
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<td>G/L Insurance</td>
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<td>FEE (2.75%)</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$100,169.69</strong></td>
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</table>

Notes:

Please call with any questions.

Sincerely,

Chris Nikias
Project Manager

The above proposal is accepted:

<table>
<thead>
<tr>
<th>Shawn Smith</th>
<th>Nashua School Dist. Plant</th>
<th>Date</th>
</tr>
</thead>
</table>
PROPOSAL REQUEST

PROJECT: NO. 028
Broad Street Elementary School Renovations

OWNER: DATE OF ISSUANCE: April 2, 2015
Nashua School District
141 Ledge Street
Nashua, NH 03060

TO CONTRACTOR: FROM ARCHITECT: A/E PROJECT NO:
Harvey Construction Corporation Harriman 13677
10 Harvey Road One Perimeter Road
Bedford, NH 03110-5805 Manchester, NH 03103

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein.

This is not a Change Order, a Construction Change Directive, or a direction to proceed with the work described in the proposed modifications.

Description:
Relocate playground with poured in place surface and paving. Infill existing playground with paving and drainage structures.

Attachments:
Specification Sections: 321450, 321816, 321820, 323115
SKC50

ISSUED BY:
Harriman

Dan Bisson
Architect/Engineer
April 10, 2015

<table>
<thead>
<tr>
<th>Submitted To: Harvey Construction</th>
<th>Bid Title: Broad Street School</th>
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<tbody>
<tr>
<td>10 Harvey Road</td>
<td>Nashua, NH</td>
</tr>
<tr>
<td>Bedford, NH 03110</td>
<td>Playground Relocation</td>
</tr>
<tr>
<td><strong>Attention:</strong> Chris Nikias</td>
<td><strong>From:</strong> Eric Reisch</td>
</tr>
<tr>
<td><strong>Phone:</strong> 644-6122</td>
<td><strong>Phone:</strong> 606-4959</td>
</tr>
<tr>
<td><strong>Fax:</strong> 668-0389</td>
<td><strong>Fax:</strong> 641-1196</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Sitework</td>
<td>Excavate existing playground area</td>
</tr>
<tr>
<td></td>
<td>Remove asphalt at new playground location</td>
</tr>
<tr>
<td></td>
<td>Install sand at proposed sandbox location</td>
</tr>
<tr>
<td></td>
<td>Install new pipe bollards</td>
</tr>
<tr>
<td>2 Drainage</td>
<td>Add DMH, CB's and pipe at existing playground courtyard</td>
</tr>
<tr>
<td></td>
<td>Add underdrain at new playground locations</td>
</tr>
<tr>
<td>3 Paving</td>
<td>Install granite curb around playground areas</td>
</tr>
<tr>
<td></td>
<td>Grade for rubber playground surface</td>
</tr>
<tr>
<td></td>
<td>Pave existing playground courtyard</td>
</tr>
</tbody>
</table>

**Total Add Cost:** $50,550.00

This quote is based on SKC50 and proposal request #28

**Exclusions:**

- Compaction / material testing
- Additional / separate mobilization specifically for this change order
- Existing fence removal
- Relocating playground equipment
- New fence / gates
- Granite curb is included in place of concrete curb

22 Eastman Avenue • Bedford, NH 03110 • 603 606-4959 • Fax 603 641-1196
Submitted To: Harvey Construction
10 Harvey Road
Bedford, NH 03110
Attention: Chris Nikias
Phone: 644-6122  Fax: 668-0389

Bid Title: Broad Street School
Nashua, NH
Playground Relocation
From: Eric Reisch
Phone: 606-4959  Fax: 641-1196

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Unit</th>
<th>Unit Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Layout / Supervision</td>
<td>1 Lump</td>
<td>3100</td>
<td>3100</td>
</tr>
<tr>
<td>Sawcut Existing Asphalt</td>
<td>250 LF</td>
<td>3.5</td>
<td>875</td>
</tr>
<tr>
<td>Remove Existing Asphalt (Excavator, Truck)</td>
<td>4 Hours</td>
<td>175</td>
<td>700</td>
</tr>
<tr>
<td>Excavate Existing Playground Courtyard</td>
<td>8 Hours</td>
<td>225</td>
<td>1800</td>
</tr>
<tr>
<td>Haul Excavated Material</td>
<td>250 CY</td>
<td>4</td>
<td>1000</td>
</tr>
<tr>
<td>Install 12&quot; Pipe / Structures (Excavator, Loader, 2 Laborers)</td>
<td>24 Hours</td>
<td>290</td>
<td>6980</td>
</tr>
<tr>
<td>CB / DMH Structures</td>
<td>3 Each</td>
<td>1375</td>
<td>4125</td>
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<tr>
<td>12&quot; HDPE Pipe</td>
<td>120 LF</td>
<td>6.5</td>
<td>780</td>
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<tr>
<td>Install 4&quot; Pipe (Mini Ex, Skid Steer, 2 Labor)</td>
<td>8 Hours</td>
<td>200</td>
<td>1600</td>
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<tr>
<td>4&quot; Pipe, Fittings, Fabric</td>
<td>1 Lump</td>
<td>720</td>
<td>720</td>
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<tr>
<td>Core &amp; Boot Existing Structure</td>
<td>1 Lump</td>
<td>550</td>
<td>550</td>
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<tr>
<td>3/4&quot; Stone Backfill</td>
<td>72 CY</td>
<td>22.5</td>
<td>1620</td>
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<tr>
<td>Sand Fill</td>
<td>72 CY</td>
<td>14</td>
<td>1008</td>
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<tr>
<td>Install &amp; Backfill Granite Curb</td>
<td>160 LF</td>
<td>30</td>
<td>4800</td>
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<tr>
<td>New Paving Area Gravel</td>
<td>252 CY</td>
<td>18</td>
<td>4536</td>
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<tr>
<td>Install Gravel (Dozer, Roller)</td>
<td>8 Hours</td>
<td>175</td>
<td>1400</td>
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<tr>
<td>Fine Grade Gravel Area</td>
<td>1 Lump</td>
<td>750</td>
<td>750</td>
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<tr>
<td>Asphalt Pavement</td>
<td>78 Tons</td>
<td>85</td>
<td>6630</td>
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<tr>
<td>Asphalt Paving (Handwork)</td>
<td>10 Tons</td>
<td>125</td>
<td>1250</td>
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<tr>
<td>Bollards</td>
<td>2 Each</td>
<td>875</td>
<td>1750</td>
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<td><strong>Subtotal</strong></td>
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<td><strong>45654</strong></td>
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<td><strong>Total Add Cost:</strong></td>
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<td></td>
<td><strong>$50,550.00</strong></td>
</tr>
</tbody>
</table>

This breakdown is for the quote based on SKCS0 and proposal request #28

22 Eastman Avenue • Bedford, NH 03110 • 603 606-4959 • Fax 603 641-1196
DATE OF ESTIMATE:
April 13, 2015

PROPOSAL SUBMITTED TO:

Harvey Construction

We hereby submit specifications and estimates for:

Broad St School
Labor & materials for 145 ft - Balck 4 ft tall vinyl coated chain link fence
footage includes 3 singles walk gates
1 - 16 ft single sliding gate with 4" gate posts
1 1/4" mini mesh wire 11 gauge wire
1 5/8" top and bottom rails SS40
2 1/2" line and terminal posts SS40

AMOUNT $8675.00

Terms & Conditions (Additional terms & condition are located on the reverse side hereof): All material is guaranteed to be as specified. All work completed according to specifications. Any deviation from above specifications involving extra costs will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire and other necessary insurance. Our workers are fully covered by Workers Compensation and Liability Insurance. Service charge on overdue amounts equal to 18% per year. Additional charge for ledge pins: First one $125.00 - any additional $85.00 each. Price quote valid for 45 days from date of estimate.

FEES: 

ACCEPTANCE OF PROPOSAL
The foregoing prices specifications and conditions are

ACCEPTANCE DATE

Authorised Signature:

Acceptance Signature:
## UltiPlay Parks & Playgrounds, Inc.

**Address:** PO Box 374, Uxbridge, MA 01569  
**Phone:** (508) 634-1497  
**Fax:** (508) 634-6949  
**Email:**

---

Chris Nikias  
Harvey Construction  
10 Harvey Road  
Bedford, NH 03110  
**Phone:** (603) 624-4600  
**Fax:**  
**Email:** cnikias@hccnh.com  
**Mobile:**

---

**Quote #: 042415b**

**Date:** 4/24/2015  
**Rep.:** Layne Kaufman

---

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item #</th>
<th>Name</th>
<th>Price</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
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<td>Delivery and Installation F. Installation</td>
<td>$2,995.00</td>
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<tr>
<td>1</td>
<td>Interlocking Safety Tiles         D. Bounce Back Tiles</td>
<td>$4,347.00</td>
<td>$4,347.00</td>
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<tr>
<td>1</td>
<td>PSD-1101-FTD A. Replace Dino Climber</td>
<td>$12,732.00</td>
<td>$12,732.00</td>
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<tr>
<td>1</td>
<td>Shipping E. Freight</td>
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<td>1</td>
<td>Vitri Turf                         C. Poured In Place</td>
<td>$15,323.00</td>
<td>$15,323.00</td>
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<td>2</td>
<td>ZZXX0224 B. Accessible Swing Seat</td>
<td>$650.00</td>
<td>$1,300.00</td>
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**Sub Total**  
$36,947.00

**Shipping & Handling**  
Taxes 0.00%

**TOTAL**  
$36,947.00

---

**Comments:** This quote is valid for thirty (30) days and requires our confirmation thereafter. State taxes will be collected unless a **tax-exempt certificate** is submitted with order. Delivery can occur within approximately 3 to 5 weeks after our receipt of an acceptable order.

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**Office Use Only:**

---

*Thank you for your business.*
4/30/15

Shawn Smith, Director of Plant Operations
Nashua School District
Plant Operations
38 Riverside Street
Nashua, NH 03062

RE: Recommendation of Award — Electrical Subcontractor
Sunset Heights Elementary School
Nashua, NH

Dear Shawn,

Harvey Construction is seeking approval to award the Electrical Work for subject project to Stellos Electric for the total amount of Nine Hundred Ninety One Thousand Two Hundred & Ten Dollars ($991,210)

This value is for the Base Bid and excludes all alternates. If at a later time the city decides to accept the alternates a change order can be written to the subcontractor for the value identified on the attached scope review sheet.

This award is based on the attached cost proposal and our bid tabulation spreadsheet.

Sincerely,

Chris Nikias
Project Manager

I hereby authorize Harvey Construction to enter into a contract agreement with the aforementioned subcontractor/supplier on behalf of the Nashua School District for the amount stated above.

Shawn Smith
Director, Plant Operations

__________
Date

Richard A. Dowd
Chairman, Joint Special School Building Committee

__________
Date
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Solar Electric</th>
<th>Liberty Electric</th>
<th>Case City Electric</th>
<th>Lengchamps Electric</th>
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<tr>
<td>Schedule &amp; Phasing Plan</td>
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<tr>
<td>Appendix # 1 Received</td>
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<td>Pre Bid RFI # 1-4</td>
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<td>Switchgear &amp; Service</td>
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<td>Short Circuit &amp; Arch Flash Study</td>
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<td>Gear Panelboards</td>
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<td>Transformers</td>
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<td>Lighting</td>
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<td>Lighting Controls</td>
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<tr>
<td>HVAC &amp; Motor Control</td>
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<tr>
<td>Circuitry &amp; Devices</td>
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<td>Fire Alarm System (Fire Lite Addressable w/ Voice E-VAC)</td>
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<tr>
<td>Exterior Site Lights (LED)</td>
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<td>Precast Light Pole Bases</td>
<td>By Site Subcontractor</td>
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<td>By Site Subcontractor</td>
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<td>Owner Training</td>
<td>Included</td>
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<tr>
<td>Wireless Clock System (Bogen)</td>
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<td>Intercom System (Bogen)</td>
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<td>Communication Subcontractor</td>
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<td>Tel / Data</td>
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<td>Phones for Phase System</td>
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<td>Security System</td>
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<td>AV System</td>
<td>By Owner</td>
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<td>Permits</td>
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<tr>
<td>Qualification / Clarifications</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>Wing Duct Smoke</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>Wire Mop For All New Electrical Outlets</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>Coring for all Electrical Work</td>
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<td>Included</td>
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<tr>
<td>Confined Space Equipment</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td>Temp Lighting</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
<td></td>
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<tr>
<td>Power Per Harvey Job Trailer</td>
<td>Included</td>
<td>Included</td>
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</tr>
<tr>
<td>GFCI &amp; Make Safe For all Demo. - Ind. Marking</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
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</tr>
<tr>
<td>Site Lighting</td>
<td>Included</td>
<td>Included</td>
<td>Included</td>
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<tr>
<td>Electrical Demo @ Man Entry Joints</td>
<td>$ 3,250.00</td>
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<tr>
<td><strong>Base Bid Total</strong></td>
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<td>$ 991,210.00</td>
<td>$ 1,055,000.00</td>
<td>$ 1,058,000.00</td>
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April 21, 2015

Harvey Construction Corp
10 Harvey Rd
Bedford NH 03110

Attn: Joe Pollock jpollock@hccnh.com

Reference: Sunset Heights School

We are pleased to forward our proposal for the Electrical Systems for the above referenced project. Our proposal is based on and in accordance with the Drawings and specs dated 4/03/15 by Harriman. Drawings inclusive of all with specifics of E00.1 thru E70.1 and ES10.1, addendum #1, SK’s and additional Phasing documents and Specs.

* This proposal is valid for thirty (30) days.

Base Proposal $ 987,890.00

In general, our proposal includes and is based on the following, plans and specs:

1. Electrical & FA permits
2. Demo Make Safe
3. Temp lighting
4. Temp Power
5. Phasing
6. Distribution
7. Panel Boards
8. Feeders
9. Lighting and control
10. Addressable Fire Alarm w Voice Evac
11. Devices (Flush, Surface & Wiremold)
12. HVAC Connections (Control by Others)
13. Tele/Data
14. Sound
15. Intercom System
16. Clock System
17. Site Utilities
18. Site Lighting (Front of Building Only)

Not Included:
1. Security
2. AV Systems
3. Concrete, Fill, etc.
4. Bond

Thank you for the opportunity to deliver our proposal to your firm. Please feel free to call with any concerns or issues that you may call into question.

Thank You,
John E Williams
Senior Estimator

Stellos Electric Supply, Inc.
125 Northeastern Blvd.- PO Box 409- Nashua, NH 03062 - 603-882-3126 FAX 603-882-0128 stelloselectric.com
Chris,
Stopped by Sunset Heights School this morning and visually inspected this Area A Bar Joist issue
My observation determined that the 45 +/- cables in the bar joist to disconnect and splice out would take approx. 2 men
3 days to do.
This being said, that would equate to $3320.00
After saying that, I would still suggest either a Harvey Laborer or Electrician to cut the joists via a sawsall or torch cut.
This would be, I believe, a far less cost.

As to the comment on the area site lighting left out, it was carried with fixtures
We are pleased to offer you a quotation of $1,055,000.00 (One Million Fifty Five Thousand Dollars) for the electrical work needed as part of the Sunset Heights School renovation project. Our quote is with reference to electrical drawings dated 4/3/2015, specifications, Addendum 1 and RFI 1 thru 4. Our quote includes the following:

**Switchgear and Service**
- Furnish and install primary conduits from new utility pole to new transformer pad location
- Furnish and install new 800 amp 480 volt secondary service form new utility transformer to MDP
- Furnish and install new 800 amp 480 volt MDP
- Replace existing panel boards with new as shown on the electrical drawings
- Furnish and install new panel boards as shown on the electrical drawings
- Furnish and install new 112.5 kva 480/208 volt transformer
- **Short circuit, Coordination and Arch flash Studies**

**Interior lighting and controls**
- Furnish and install new lighting as indicated on the electrical drawings.
- Furnish and install new EBU’s (2 headed self-contained) in locations indicated on the electrical drawings
- Furnish and install new exits as indicated on the electrical drawings
- Furnish and install occupancy sensors as indicated on the electrical drawings
- Furnish and install new light switches as indicated on the electrical drawings
- Furnish and install lighting control system as indicated on the electrical drawings

**Exterior lighting**
- Furnish and install new site lighting as shown on ES10.1
- Furnish 2 LED post lights

**Fire Alarm**
- Furnish and install New Fire Lite addressable fire alarm system with voice E-VAC.
- Provide new devices as shown on the electrical drawings
- Furnish and install new wiring as need
- System Testing
- Spare parts as specified
HVAC and Motors
- Provide power to AHU 1 thru 9
- Provide power to condensers CU1 thru CU7
- Provide power to boilers 1 & 2
- Provide power to hot water pumps HWP 1 & 2
- Provide power to exhaust fans EF-1 thru EF-25
- Provide power to UH1 through UH 11
- Provide power to CUH 1 through CUH 6
- Provide power to CP1 through CP 9

Tele/Data
- Project includes material and labor for the installation, termination and certification of approximately (225) 4-pr CAT 5E cable runs. The CAT 5E cable runs support Data services in the Classrooms, work rooms and office areas.
- The 4-pr CAT 5e cable runs will be home run to (2) separate IDF's/communication cabinets serving their respective area. The IDF locations are in the AV Storage Room 158 and in the hallway outside Classroom H1. All Data cables will be terminated on CAT 5e station jacks at the user end and 48-port CAT 5e patch panels in the communication cabinets.
- RCDD Stamp and testing. (40 Hrs)

Project Backbone Cable Installation
- There are Fiber backbone cables linking the two Telecommunication Cabinets in place and are to remain as is.

Communication Cabinets
- AV Storage Room 158: Reuse the existing full size communication cabinet.
- Hallway outside Classroom H1: Reuse the existing enclosed wall mounted cabinet.

CAT 5e Patch Cords are Included with this project (One patch cord per Data jack).

Assumptions
- Assumes the Phone System and Network switches will be provided and installed by others.
- Assumes the installation will take place during normal business hours Monday thru Friday.
- Assumes there is no demo work required in construction/renovation areas.
- Assumes suspended ceilings and PLENUM cable is required.
- Assumes the existing cabinets are properly grounded to a Telecommunications grounding bus bar in each location.

Testing
- 4-Pair 100 Ω Category 5e Cabling: All Category 5e station cables will be tested with a FLUKE® OMNIScanner™ and OMNIremote selecting the Category 5e/6 Link test based on the TIA/EIA-568-B. Testing will include Wire Map, Length, Attenuation, Near-end Crosstalk (NEXT) Loss, Pair-to-pair NEXT loss (new limits), PSNEXT loss, Return loss, Pair-to-pair ELFEXT, PSELFEXT, Propagation delay and Delay Skew.
Miscellaneous

- Furnish and install a new Bogen clock system
- Furnish and install a new Bogen intercom system
- Furnish and install new outlets as indicated in bold on the electrical drawings
- Furnish and install tamper resistant outlets as indicated on the electrical drawings
- Cut drop make safe demo for lighting
- Demo switch gear and associated feeders as indicated on the electrical drawings
- Temp light and power
- Permit

Note: Fire alarm, intercom, clocks, telephone, switches and outlets surface mounted on block walls will be installed using wire mold.

Exclusions

1. Utility Company back charges
2. Primary conductors
3. Concrete pads and manholes
4. Concrete pole bases
5. Cutting & patching
6. Digging and Trenching
7. Removal or disposal of contaminated material
8. Concrete work
9. Telephone racks and head end equipment
10. HVAC control wiring
11. Roof Penetrations
12. Core Drilling
13. Security system
14. Third party review of plans
15. Premium time
16. Painting
17. Dumpster

We Propose hereby to furnish material and labor—complete in accordance with the above and terms identified below, for the sum of: **One Million Fifty Five Thousand Dollars** $1,055,000.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices within the industry; however, the obligations hereof shall continue for a period not to exceed one (1) year. This proposal is based upon conditions existing at the time of the proposal and disclosed to Liberty Electric, Inc. Any cost, Expense or fee as a result of conditions which are not discussed or not anticipated shall be borne by Owner. Any alteration or deviation from above specifications will be undertaken only upon receipt of a written change order accepted by Liberty Electric, Inc., which amount shall be an extra charge over and above the estimate herein. Any additional costs, expenses or fees caused by unforeseen or undisclosed conditions, strikes, accidents, acts of God or other delays beyond control of Liberty Electric, Inc., shall be borne by Owner. Owner to carry fire, tornado, builders risk, and other standard and necessary insurance. Any amounts not paid when due hereunder shall incur interest at the rate of 1 1/2% per month. Owner shall pay any and all cost of collection, including but not limited to attorney’s fees, sheriff’s fees and court costs.

Acceptance of proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature  
Mark A. Krantz (Vice President)

Date of Acceptance: 
Signature: 

Authorized Signature  
Mark A. Krantz (Vice President)

Date of Acceptance: 
Signature:
PROPOSAL / SCOPE OF WORK

DATE: 4/21/2015
PROJECT: Nashua Sunset Heights School
SUBMIT TO: Harvey Construction Corporation
10 Harvey Road
Bedford, NH 03110-6805
ATTN: Chris, Joe & Carl
TEL: (603) 624-4600
FAX: (603) 688-0389

Complete electrical installation of the following items as per plans and specifications dated 4/3/15 prepared by Harriman Architects.

Acknowledge Addendum Number 1 and pre-bid RFI's 1-4.

Scope of Electrical Work:

- Supply and install all electrical work as described on plans,
- Supply and install receptacles, switches and Specified lighting package as shown on drawings,
- Provide and install site Lighting as shown on the drawings,
- Wire HVAC and mechanical equipment as shown on drawings,
- Provide Phone/Data wiring as shown on drawings,
- Provide and install a Bogen Intercom and Clock systems as shown on drawings,
- Provide and install Audio Visual System as shown on the drawings, NO PRICE AT THIS TIME
- Provide and install a Fire Alarm System as shown on drawings,
- Provide and install a new 480 volt Service as shown on drawings,
- Provide and replace existing panels fed with new conduit and wire sizes per Feeder Schedule on Drawing E50.1 as shown on drawings,
- Make Safe Demo as shown on drawings,

BASE BID:.................................................................................................................. $1,068,000.00

ADDER to provide a non daisy chain wiring system of the lighting fixtures:...................$10,700.00

Our quotation includes the necessary permits, insurance, supervision, tools, labor and materials to complete the project.

Thank you again for the opportunity to provide this quotation to you. We trust this submission meets with your satisfaction and we welcome the opportunity to work with you on this project.
Exclusions:
- Dumpster for trash removal,
- Any and all HVAC control wiring work,
- Any and all Security, CATV, Card Access Systems,
- Cutting, coring, patching and painting of drywall, concrete and CMU walls, floors and roofs,
- Digging, trenching, backfilling, and concrete work,
- Pole Light Bases,
- All Utility Company back charges,
- Removal of Hazardous Material from site (fluorescent lamps),

Terms of Contract:
- Signed Purchase Order Must be Submitted before any work can be started
- All additional work will be in writing, signed and added to purchase order before additional work can be performed
- Payment will be Net. 30 days from receipt of original invoice (Payment to Gate City Electric is not dependent on your receipt of payment from your customer/owner)
- Half Retainage to be released after half project complete.
- Proposal will be good for 30 days from bid date
- Material and Labor Warranted for 1 Year

Authorized Signature ___________________________ Date ___________________________

Print Name and Title ___________________________ PO /Reference number ___________________________

Prepared by Alan P. Soucy
4/30/15

Shawn Smith, Director of Plant Operations
Nashua School District
Plant Operations
38 Riverside Street
Nashua, NH 03062

RE: Recommendation of Award – Fire Protection Subcontractor
Sunset Heights Elementary School
Nashua, NH

Dear Shawn,

Harvey Construction is seeking approval to award the Fire Protection Work for subject project to Hampshire Fire Protection for the total amount of **Forty Thousand Eight Hundred Dollars ($40,800)**

This value is for the **Base Bid and excludes all alternates**. If at a later time the city decides to accept the alternates a change order can be written to the subcontractor for the value identified on the attached scope review sheet.

This award is based on the attached cost proposal and our bid tabulation spreadsheet.

Sincerely,

Chris Nikias
Project Manager

I hereby authorize Harvey Construction to enter into a contract agreement with the aforementioned subcontractor/supplier on behalf of the Nashua School District for the amount stated above.

__________________________       __________________________
Shawn Smith                  Date
Director, Plant Operations

__________________________       __________________________
Richard A. Dowd              Date
Chairman, Joint Special School Building Committee
<table>
<thead>
<tr>
<th>Trade</th>
<th>Co.</th>
<th>Contact</th>
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<th>Co.</th>
<th>Contact</th>
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<tr>
<td>Fire Protection</td>
<td>Hampshire F. P.</td>
<td>Kevin Thibodeau</td>
<td>432-6221</td>
<td>Covenant</td>
<td>Mike Joannis</td>
<td>860-3404</td>
<td>Carter Sprinkler</td>
<td>Brian Carter</td>
<td>224-5438</td>
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### Scope Check List

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<td>Addendum # 1 Received</td>
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<td>Pre Bid RFI # 1-4</td>
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<td>Sprinkler Coverage Per F10.1</td>
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<td>Base Price</td>
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<td>Add &amp; Relocate Sprinkler Heads per FP Plans F10.1</td>
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<td>Fit Up Sprinkler Coverage in Areas With Floor &amp; Ceiling Changes</td>
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<td>Add Sprinkler Coverage In New Mechanical Room Additions (5)</td>
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<tr>
<td>Added Sprinkler Coverage In New Main Addition</td>
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<tr>
<td>All New Sprinkler Head Coverage In Center Ties</td>
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<td>Recessed Pendant Sprinkler Heads in Ceilings</td>
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<td>Brass Upright Sprinkler In Areas With No Ceilings</td>
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<tr>
<td>Sprinkler Modifications @ 24 Small Bathrooms in Classroom and Ceilings in F Wing (Not In Hatched Areas On F10.1)</td>
<td>Included</td>
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<td>$8,950.00</td>
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<td>Remove Sprinklers &amp; Re-install in Ceilings (Center Tile or Not)</td>
<td>Values @ $5,600</td>
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<td>Value @ 7,850</td>
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<td>Permits &amp; Fees</td>
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<td>As Built Drawings</td>
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<td>Existing 4&quot; Roof Overhangs &amp; Canopies</td>
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<td><strong>Total</strong></td>
<td>$40,800.00</td>
<td>$45,700.00</td>
<td>$64,235.00</td>
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</tbody>
</table>
PROPOSAL

Hampshire Fire Protection Co., Inc.
8 No. Wentworth Ave. • Londonderry, NH 03053 • (603) 432-8221 • Fax: (603) 434-3194
104 Etna Road • Lebanon, NH 03766 • (603) 448-5461 • Fax: (603) 448-7334
277 Old Homestead Highway • Swanzey NH 03466 • (603) 358-6736 • Fax: (603) 358-6832
kreiter@hampshirefire.com

ATTN: Joe Pollock

PROPOSAL SUBMITTED TO:

Harvey Construction Corporation

PHONE
603-624-4600

FAX
603-668-0389

DATE
4/14/2015

STREET

10 Harvey Road

JOB NAME
Sunset Heights Elementary School

CITY
Bedford, NH 03110

Address
15 Osgood Road

ARCHITECT
Harriman

DATE OF PLANS
4/3/2015

City/Town, State
Nashua, NH 03060

JOB PHONE


We are pleased to submit a sprinkler proposal for the project located at the above mentioned location to;

1. Daily shutdown, drain and reset of sprinkler system to perform our work.
2. Add and relocate sprinkler heads per FP plan.
3. Areas shown as replacing sprinkler heads to remain in current location.
4. Sprinkler work to be completed in seven (7) phases.
5. Complete working plans and hydraulic calculation per NFPA 13-2010, based on adequate water pressure and flow being available at the point of connection, stamped by a licensed fire protection engineer.
6. Fire protection drawing for fire department and state of NH approval.
7. New sprinkler heads to match existing.
8. Sprinkler heads to be centered in tile.
9. Permit & fees.
10. Work to be completed during normal business hours 7 am - 3 pm.

Add / Alt. #1 - Relocate replaced sprinkler heads to center of tile, please add $9,600.00

This price does not include:
1. Shut down fees or fire watch
2. Fire alarm work.
3. Relocation of replaced sprinkler heads to center of tile.
4. Seismic protection of existing sprinkler pipe.
5. Electric man lift.
6. Painting of pipe / pipe tags.
7. Modification to existing risers, mains or branch lines other than what is mentioned above.

We propose hereby to furnish material and labor - complete in accordance with above specifications for the sum of:
Forty Thousand Eight Hundred Dollars and No Cents

DOLLARS $40,800.00

Payment to be made as follows: Net 30, Final upon completion.

Authorized
Signature
Kevin Reiter
Estimator / Designer

This proposal may be withdrawn
by us if not accepted within
30 DAYS

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted.

You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance:

Signature

Kindly sign and return a copy of this proposal so we may schedule the work.
April 21st 2015

Customer Info:
Harvey Construction, 10 Harvey Road, Bedford, NH

Attn: Joseph T. Pollock, Assistant Project Manager / Estimator

Project Information:
Sunset Heights School Renovations, Nashua, NH

Scope of Work: Furnish and install renovations and additions to the existing automatic wet pipe sprinkler protection for the renovated areas. All engineering, design, installation, and testing shall be in accordance with the New Hampshire State Building & Fire Codes, NFPA 13 and the requirements set forth by the City of Nashua. Pricing is per drawing FP10.1 dated final bid package 4/3/15 by Harriman.

Work included:
- Engineering and design by a licensed fire protection engineer.
- Submittals and permit documents stamped and signed by a licensed fire protection engineer.
- Meeting, coordinating and permitting with the Nashua Fire Department and/or their consultant.
- Provide labor, materials, permits, design drawings and as-builts.
- Provide renovations to the existing automatic wet pipe sprinkler protection for the renovations. Includes approximately 185 relocated sprinklers in new reflected ceiling plan.
- Automatic wet pipe sprinkler protection in the new mechanical rooms.
- Pipe, fittings, and fabrication methods to be per NFPA 13. Includes schedule 40 steel pipe with threaded fittings for 1 ¼” piping and smaller and schedule 10 black steel pipe with welded and grooved fittings for pipe 1 ½” and larger.
- Recessed pendent sprinklers in ceilings. Brass upright sprinklers in areas with no ceilings.
- Hangers and seismic bracing to be per NFPA for all new piping and equipment.
- All work to be done during regular work hours, during phases as designated, with open shop labor rates.
- 1 year warranty.
- Phasing.
- Insurance.
- Demo, coring, sleeves, fire stopping and caulking as required for the fire protection scope of work.

Exclusions:
- Fire watch/shutdown fees
- Electrical devices, wiring of any nature (power, alarm, control and detection).
- Fire extinguishers.
- Prevailing wage rates & work outside normal work hours.
- Fire pump
- Underground water mains

Pricing: FORTY THREE THOUSAND SEVEN HUNDRED DOLLARS ($43,700.00)

Please feel free to contact me at 603.860.3404 or mjoanis@covenantfirepro.com with any questions or concerns regarding this proposal. We look forward to the opportunity to work with you and your team on this project. Thank you.

Michael J. Joanis, PE
Fire Protection Engineer

C:603.860.3404, F: 855.517.7621 (NEW OFFICE DIGITAL AND FAX)
E: mjoanis@covenantfirepro.com
April 21, 2015

Carl Dubois  
Harvey Construction  
10 Harvey Rd.  
Bedford, NH 03110

Re: Nashua Broad St. Budget  
Addition and Retro-fit

Dear Carl:

We are pleased to quote the budget prices below to fit-up and extend the existing sprinkler protection at the above based on plans dated 12/20/14 and the notes below.

Base budget price: $54,785 – sprinkler fit-up in hatched areas of F10.1

Add: $8,950 – to fit-up bathrooms in classroom wings, and ceilings in F wing that are to be removed but are not within the hatched area of F10.1

Add: $500 for PE submittal review (does not include field inspections or reports)  
PE review is indicated by the specifications but is not required by the Nashua Fire Department, or common on other Nashua school projects.

The price includes labor and material for:
1. Work to start at existing sprinkler branch lines in the project areas.  
2. Extend and adjust sprinkler coverage in the designated hatched areas of F10.1.  
3. Fit-up sprinkler coverage in areas with floor and ceiling plan changes.  
4. Add wet sprinkler coverage in the new mechanical rooms.  
5. Adjust sprinkler coverage in the hallways to receive new ceiling grid.  
6. White pendent sprinklers in areas with new suspended ceilings located at least 6” off ceiling grid, semi-recessed escutcheons in areas with recessed lights and deep escutcheons in areas with surface mounted lights.  
7. Permits fees.  
8. Plans for fire department review.

The prices do not include:
1. Reworking exposed piping and heads where the ceilings are staying as is.  
2. Adding coverage to new or existing roof overhangs/canopies. Exiting roof overhangs are not covered. Overhangs and canopies do not need sprinkler coverage if the exposed finish material is noncombustible and there is no storage underneath.  
3. Work in the temporary classroom area.  
4. Modifying exposed pipe in areas with ceiling grid to remain.
5. Replacing existing old style pendant sprinklers/escutcheons in areas where the existing ceiling grid is to remain.
6. Centering sprinklers in ceiling tile.
7. Ceiling work. Soffitting or boxing of pipe.
8. Repairs or upgrades outside of the fit-up areas.
9. Field inspections, testing, or reports by a professional engineer.
10. Cast brass, or stamped steel wall/floor/ceiling escutcheon plates on new or existing piping.
11. Painting pipe or equipment.
12. Penetrations through structural beams.
13. Moving or raising existing mains or branch lines.
14. Cutting and patching.

Harvey to provide a complete set of CAD files for us to develop our layout.

Price includes our existing insurance and is good for thirty days without review. Terms: Net 30 days. A financial charge of 2% per month will be imposed against all overdue accounts with an Annual Percentage Rate of 24%. The purchase agrees to pay all collection costs including reasonable attorney fees. All work will be done in good workmanship like manner using only U/L listed materials. All work is under warranty for one year providing others have not altered the system.

Thank you for the opportunity to provide this proposal. We would certainly appreciate the chance to work with you on this project.

Very truly yours,

Brian Carter
President

Approved by ____________________________________________ date ____________________

Please sign and return copy to us. Thank you.
4/30/15

Shawn Smith, Director of Plant Operations
Nashua School District
Plant Operations
38 Riverside Street
Nashua, NH 03062

RE: Recommendation of Award – Reinforcing Steel Supplier
Sunset Heights Elementary School
Nashua, NH

Dear Shawn,

Harvey Construction is seeking approval to award the Reinforcing Steel Supplier Work for subject project to Rebars & Mesh for the total amount of Twelve Thousand Five Hundred & Seventy Nine Dollars ($12,579)

This value is for the Base Bid and excludes alternate # 1. If at a later time the city decides to accept the alternates a change order can be written to the subcontractor for the value identified on the attached scope review sheet.

This award is based on the attached cost proposal and our bid tabulation spreadsheet.

Sincerely,

Chris Nikias
Project Manager

I hereby authorize Harvey Construction to enter into a contract agreement with the aforementioned subcontractor/supplier on behalf of the Nashua School District for the amount stated above.

______________________________  ____________________
Shawn Smith                     Date
Director, Plant Operations

______________________________  ____________________
Richard A. Dowd                  Date
Chairman, Joint Special School Building Committee
<table>
<thead>
<tr>
<th>Trade</th>
<th>REBAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spec. Sections:</td>
<td>03300</td>
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| Scope Check List | Final Bid plans Dated 4/3/15  
Pre Bid RFI # 1-4  
Addendum # 1                                                                                                                                 |
| Base Bid Rebar | 9.5 Tons  
Masonry Reinforcing: QTY Not Listed  
Included In Above  
1.2 Tons  
Included                                                                                                                                 |
| Wire Mesh | 6x6 W2.1/W2.1 Mesh For SOD Areas A, C & D (1904 SF)  
6x6 W2.9/W2.9 - Mesh For SOD @ Gym Mezzanine Area C (438 sf)  
6x6W1.4/W1.4 - Mesh For Site Mech & Dumpster Pads (450 SF)  
Exterior Concrete Sidewalks (8000 SF)  
2900 SF  
2250 SF  
1460 SF  
9.600 SF  
$2,030.00  
$2,088.00  
$1,355.60  
$3,056.00                                                                                                                                 |
| Slab Bolsters | 2" SBU @ Areas A, B, C & D SOD  
405 ft  
475 ft  
150 ft  
2,100 ft  
$1,310.00  
$212.03  
$247.00  
$103.50  
Excluded                                                                                                                                 |
| Slab On Grade Construction Joint Dowels | Excluded  
Excluded  
Excluded  
Excluded                                                                                                                                 |
| No Reinforcing Required for Bollards & Site Signs | Excluded  
Excluded  
Excluded                                                                                                                                 |
| Added Delivery | 1 Carried -$400  
1 Carried - $400 EA After                                                                                                                                 |
| Base Bid Total (Excluding Courtyard Door Stoops) | $12,579.00  
$12,647.02  
$13,978.60                                                                                                                                 |
| Alternate # 1 - Fire Lane | Add Reinforcing for Door Stoop Foundations  
5 TN  
$4,500  
$4,4 TN  
$5,330.00  
5129 STN  
Add - 2" SBU @ Door Pads  
$120  
Total Including Alternate # 1 Door Stoops | $17,199.00  
$17,977.02  
$19,098.60  


April 28, 2015

TO: Chris Nikias
Harvey Construction

FROM: April Driscoll

SUBJECT: Sunset Heights School Renos, Nashua, NH

Base Bid
Reinforcing Steel, Grade 60 – A615, cut, bent, bundled, tagged and delivered with setting plans:

$13,739.00 (14.1 tons, approx.)

2,900 SF, 6 x 6 W2.1/W2.1, A1064, sheets @ Areas A,C & D SOG
600 SF, 6 x 6 W2.9/W2.9, A1064, sheets @ Area C Mezzanine
800 SF, 6 x 6 W1.4/W1.4, A1064, sheets @ Site Mech. & Dumpster Pads
10,000 SF, 6 x 6 W1.4/W1.4, A1064, sheets @ Sidewalk

$2,030.00

405 LF, 2" SBU @ Areas A,B,C&D SOG
475 LF, 2" SBU @ Site Mech. & Dumpster Pads
150 LF, 4" CHCU @ Area C Mezzanine
2,175 LF, 2" SBU @ Sidewalks

$1,310.00

Alternate #1 @ Door Pads –
300 LF, 2" SBU @ Door Pads:

DEDUCT: ($4,500.00) (5 tons, approx.)
($120.00)

Qualifications: WWF – Lap 1 SQ; Slab on Metal Deck Area C Assumed w/ 6 x 6 W2.9/W2.9 WWF, Supported on Chairs

INCLUDES: Areas A, B, C & D – Slab on Grade & Foundations; Areas A & D – Masonry; Ductbanks

EXCLUDES: Added Bars Not Shown, CJD, Smooth Bars, Accessories UNO, Precast items per C50.1 (Light Pole Bases, Site Retaining Walls, Site Seat Walls), CIP Concrete Surfacing – D6/C50.1 (no reinforcing shown), Bollards, Sign Post, Any Items Not Listed Above

Drawings: Bid Set, dated 4/3/15

Prices are valid for 30 days and based on 1 delivery prior to 6/30/15; please add $50.00/ton & 6% to WWF & Accessories each 6 months thereafter. Additional deliveries at $400.00 each.

Sincerely,

April Driscoll

WBE/DBE-Certified
Maine
Massachusetts
New Hampshire

rebars & mesh, inc.
111 Avco Road, Haverhill, MA 01835 • 800.558.6713 • 978.374.2244 • Fax: 978.372.0831 • www.rebarsandmesh.com
Supply Only Proposal

To: Harvey Construction Corp
Ten Harvey Road
Bedford, NH 03110
USA

Project: Nashua Sunset Heights
Nashua, NH

Nashua Sunset Heights

Barker Steel LLC (herein called the Seller) proposes, subject to the terms and conditions of sale set forth below and/or any attachments hereto, to furnish the following materials required for the project listed above in accordance with the manual of standard practice of the Concrete Reinforcing Steel Institute ("CRSI").

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Description</th>
<th>Pricing Method</th>
<th>Quantity</th>
<th>UoM</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BASE</td>
<td>Rebar-Black W/Supports</td>
<td>Lump Sum</td>
<td>6,700</td>
<td>TON</td>
<td>7,900.00</td>
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<tr>
<td>MESH</td>
<td>Plain 6x6 W1.4/1.4 5x10 Sheet</td>
<td>Unit Price</td>
<td>500,000</td>
<td>SF</td>
<td>0.13600</td>
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<tr>
<td>MESH</td>
<td>Plain 6x6 W2.1/2.1 5x10 Sheet</td>
<td>Unit Price</td>
<td>2,250,000</td>
<td>SF</td>
<td>0.19380</td>
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<tr>
<td>MESH</td>
<td>Plain 6x6 W2.9/2.9 5x10 Sheet</td>
<td>Unit Price</td>
<td>550,000</td>
<td>SF</td>
<td>0.26151</td>
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<tr>
<td>MSPT</td>
<td>Uncoated Mesh Supports</td>
<td>Lump Sum</td>
<td>1,000</td>
<td>LS</td>
<td>140.00</td>
<td></td>
</tr>
</tbody>
</table>

(Price Excludes Tax)

QC OPTIONS: (NOT INCLUDED IN ANY OTHER PRICING)

1.) IF REBAR - BLACK FOR MASONRY IS REQUIRED ADD APPROX. 1.2 TONS @ $0.5800/LBS.
2.) IF MASONRY IS SOLD SEPARATELY PLEASE ADD $500 FOR DETAILING + $400 PER DELIVERY TO THE UNIT PRICE AMOUNT
3.) IF MASONRY IS SOLD SEPARATELY PLEASE ADD $250 FOR SCAFFOLDING, APPROX. 9,600 SQ. FT. @ $0.1360/SQ.FT.
4.) IF MASONRY IS SOLD SEPARATELY PLEASE ADD $500 FOR SCAFFOLDING, APPROX. 9,600 SQ. FT. @ $0.1360/SQ.FT.
5.) IF REQUIRED ADD SITE CONCRETE SLAB DOWELS & DOWELS FOR PINNING ALL NEW FNDNS TO EXISTING, QTY. BY BUYER @ $0.6000/LBS.
6.) IF REQUIRED ADD 1/2" X 12" UNCOATED SMOOTH DOWELS, QTY. BY BUYER @ $1.40/EACH

*OPTIONS 2-6 ARE NOT FOR SEPARATE ACCEPTANCE & ARE FINAL QTY BY BUYER

SCOPE OF WORK:
ADDITIONS (FOOTINGS, PIERS, STRIP FOOTINGS AT INTERIOR MASONRY WALLS, WALLS, MISC. BARS AT SLABS ON GRADE, WIRE MESH FOR SLABS ON GRADE, BARS W/ SUPPORTS FOR ENTRY ELEVATED SLABS), BOLLARD BASES, DUCT-BANKS, WIRE MESH FOR DUMPSTER PAD AND MECHANICAL PADS

INCLUDES: REINFORCING BARS W/ BAR SUPPORTS FOR ONE ENTRY STOOP SLAB ON DECK (LUMP SUM), WIRE MESH (UNIT PRICE)

EXCLUDES:
SLEEVES FOR SMOOTH DOWELS, SIDEWALKS (SEE ADD OPTION), LIGHT POLE BASES, FLAG POLE BASE, TRANSFORMER PAD, ALL ENTRY STOOPS EXCEPT ONE 7'-8" X 4'-0" A-J-LINE OF AREA B (SEE ADD ALTERNATE), SALES TAX, A934 EPOXY COATING AFTER FABRICATION, A497 MESH, A775 EPOXY COATING, DUAL COATED REINFORCING BARS, FIBERGLASS REINFORCING, GALVANIZED BARS AND MESH, MMFX REINFORCING, STAINLESS STEEL BARS, REINFORCING BARS FOR MASONRY,
Barker Steel LLC
PO Box 553
450 US Route 4
Canaan, NH 03741

A706 WELDABLE REBAR, SPIRALS,
SUPPORTS FOR WWF ON GRADE, WALL SPREADERS, CONCRETE BRICKS,
3D/BIM DETAILING, FIBERMESH, ANCHOR BOLTS, LEDGE DOWELS,
REINFORCING FOR ICF WALLS, OFFLOADING MATERIALS,
POST-TENSIONING ITEMS, ENGINEERED STAMPED DRAWINGS,
PRECAST ITEMS, CONSTRUCTION JOINT DOWELS,
SITWORK EXCEPT AS SPECIFICALLY INCLUDED ABOVE,
"Z-BARS" FOR CAISSONS, "CARRY BARS" FOR BOTTOM MATS,
THREADED BARS, COUPLERS, SMOOTH BARS,
#2(1/4") REBAR/SMOOTH ROUNDS, TIE RODS,
ADDITIONAL BARS AT OPENINGS NOT SHOWN ON PLANS,
BAR SUPPORTS FOR BOTTOM BARS IN FOOTINGS AND S.O.G.,
BAR SUPPORTS FOR TOP BARS IN FOOTINGS < 6' WIDE,
BAR SUPPORTS/SPACERS FOR VERTICAL SURFACES,
HOUSEKEEPING/EQUIPMENT PADS,
BARS OR COUPLERS WELDED TO STRUCTURAL STEEL,
CHANGES IN THE WORK DUE TO ADDENDA NOT LISTED,
ANY ITEMS NOT SPECIFICALLY MENTIONED IN THE DRAWINGS OR
SPECIFICATIONS LISTED

Pricing:
Payment Term: Net 30 Days, subject to on-going credit review/approval
*** Above weights are an approximation based on plans and specifications as provided, and are not to be used to calculate a unit
price. For unit price proposals, weights shown are for information only and are not to be used at a lump sum price. ***

Escalation:
Effective 10/01/2015 each 3 months thereafter all Rebar will be increased by $2.50/cwt cumulatively
Effective 10/01/2015 and each 3 months thereafter all Mesh items will be increased by 10.00 Percent cumulatively

The price adjustment provided for in this contract is independent of any provision in any State or Federal DOT program for steel escalation.
This proposal and any contract formed as a result of this proposal is not subject to any upward or downward price adjustment provided for
by any State or Federal DOT provision for steel escalation unless otherwise stated herein.

Freight:
A charge of $400 per Load will apply after the first 1 load(s).
"Trailer will not be dropped at jobsite unless previously agreed to by buyer and seller at point of sale."
Barker Steel reserves the right to add a fuel surcharge during the length of the contract due to rises in fuel costs.

Conditions:
Prices firm for acceptance within 30 days of date noted above, after which time the proposal is void.
Deliveries: 2 hours waiting time with buyer to unload, additional detention time @ $75.00 per hour.

CHANGES TO PREVIOUSLY COMPLETED PLACING DRAWINGS DUE TO ARCHITECT, ENGINEER, OWNER, OR CUSTOMER REVISIONS
WILL BE INVOICED AT $100.00 PER HOUR.

Drawings:
E5.01, C09.10.0.0.3.10.1.20.1.20.2.30.1.30.2,
40.1.40.2.50.1.50.2, A00.1.01.1.05.1.-05.4,10.1.-10.3.15.1,
20.1.20.2.25.1.-25.3.30.1.40.1.-40.3.50.1.50.2.60.1.60.2,
70.1.-70.3.71.1.-71.3.72.1.-72.3.80.1.81.1.81.2.83.1.83.2,
S10.1.-10.3.30.1.-30.3.50.1.50.2 DATED 4-3-15
Assumptions:
1) FOR DUMPSTER AND MECHANICAL PADS, AND FOR ADD ALT SIDEWALKS, ASSUMED 6X6 10/10 WWF
2) WWF LAPS: 1.0 SQUARES ASSUMED - ESTIMATE INCLUDES 20%
ADDED FOR LAPS/WASTE WWF LAPS: 1.0 SQUARES ASSUMED - ESTIMATE INCLUDES 20% ADDED FOR LAPS/WASTE

Addends:
RFI NO.1,2,3,4, ADD NO.1
TERMS AND CONDITIONS OF SALE

Terms of Sale:
Payment Terms - Subject to ongoing credit approval: Net 30 days from date of invoice. Interest will be charged on all past due balances per the maximum rate allowed by law. Legal fees and costs will be paid as awarded to the prevailing party in the event of a legal dispute. Seller reserves the right to stop Work or demand security as required. Buyer agrees to pay Seller in accordance with the escalation policy as specifically identified in this proposal. “Work” is hereby defined as the performance of all work as listed above and included in any accepted Agreement, plus any changes, acceleration, or sequence work, damages, escalation and costs incurred for the cause or benefit of Buyer or others.

Acceptance:
Prices of individual bid items are subject to renegotiation if Buyer elects not to accept this complete proposal as presented. If Seller is requested to proceed with the work prior to the execution of a mutually agreed Contract, or if the work is completed prior thereto, the Terms and Conditions herein shall govern pending said Agreement. No assignment of this proposal shall be made without our prior written consent. We reserve the right to sublet portions of our Work.

Schedule:
Seller’s price is based upon detailing, fabrication, and placing on a normal 5-day, Monday to Friday, 40 hour work week, daylight hours unless explicitly noted on the face hereof. Performance will be based on bid documents as provided for tender and industry standards/CRSI. Schedule and schedule changes shall not be mutually agreed. Buyer to provide Seller (48) hours notice of cancellation or modifications to schedule deliveries, Buyer agrees to provide adequate notice for workmen required at the jobsite and sufficient work for at least one full shift. Detailing submittals will be sequenced in a manner appropriate to the construction schedule.

Back Charges/Shipping Discrepancies:
No charges for labor or materials furnished by the Buyer shall be allowed as a credit unless authorized in writing by Seller within ten (10) days of said occurrence. After a twenty-four (24) hour period, all loads will be assumed to be verified.

Safety:
Buyer will provide at no cost to Seller, general jobsite conditions conforming to OSHA standards and local governing authorities, including, but not limited to, adequate protection to ensure the safety of those working above reinforced steel as required, furnishing and installation of rebar safety caps or other OSHA compliant impairment hazard protection as required; Detection of protection from underground and other utilities; Safe access, signage and other required warnings, flagging, barriers/baricades, general site and task lighting as required; Shoring, fall-protection anchorage points, walkways, approved scaffolding and staging in place as required, trenches, rails, snow and ice removal, all weather truck access; safe access to points of storage and work, etc. as all required.

Insurance:
General Liability insurance will be provided solely for work performed by Seller and/ or its engaged parties. Seller is not providing insurance for any liabilities that exceed Seller’s responsibilities and/or liabilities. Additional Insured Endorsements may limit liabilities to those assumed under the Agreement and exclude Professional Liabilities. XCU, subsidence, Professional Liability, Aircraft, Pollution Liability and mold coverage are excluded as not applicable to this trade. A broad coverage manuscript policy is provided in lieu of ISO descriptions and forms. Additional coverage or alternate requirements not set forth herein are subject to mutually agreed, availability, and any additional costs. Self-insured limits must be accepted as provided and any related security substitution requirements waived. Seller excludes: Builder’s Risk Insurance and return receipt requested notices for all certificates of insurance. Compliance requirements for any hired sub-subcontractors are subject to availability.

Project/Owner Information:
Contractor agrees to provide Subcontractor/Seller with any pertinent Project/Owner information, as reasonably requested.
CONDITIONS OF SALES EXCLUDED

* "Pay if paid" or "Pay when paid" conditions precedent for all properly completed work, including base scope of work, changes, acceleration/out of sequence work, damages, escalation and costs incurred for the cause or benefit of Buyer or others (Work): Retention exceeding the rate withheld by Owner; Retention on F.O.B. items.
* Indemnification, claim, and defense liabilities, responsibilities or damages exceeding any proportionate extent of cause by Seller’s active negligence or willful misconduct.
* Minority, DBE, DVBE, SBE, WBE and other special hiring status content, affiliation, or contribution to such requirements.
* Risk, liabilities and responsibilities arising from existing conditions and preceding work exceeding visual inspection, including, but not limited to, field measurements, surveying, layout, forming and materials supplied by others; Costs arising from differing conditions and/or requirements from plans or drawings or bar lists provided for performance.
* Design engineering and related Professional Liabilities and responsibilities; Costs and damages due to varying conditions and requirements.
* Waiving any rights of dispute or redress; Costs/risks of claims against Owner for undisputed portions of our Work.
* Forms and information requirements not mutually agreed; Unconditional forms of release in advance of receipt of funds; Releases that fail to exclude pending changes, unpaid balances, and retention as applicable; Releases for claims unrelated to payment for work performed; Non-conforming forms of waivers and releases within States that provide Statutory release language.
* Reports, waivers, and other forms and contractual obligations related to bulk suppliers to our inventory stock who do not have lien rights.
* Warranties exceeding Seller’s scope of responsibilities or one (1) year; Guarantees of work performed by others; any forms of warranties express or implied, of merchantability or fitness for purposes intended.
* Risks and responsibilities for equipment and/or employees of Buyer or others providing services, or manning equipment used in connection with, but not within, Seller’s scope of Work.
* Liquidated and delay damages exceeding actual damages incurred, our scope of responsibility and/or our proportionate extent of cause, and for Force Majeure; Property damage, remedial work and/or replacement of Work and the work of others to the extent made necessary by others or Force Majeure.
* Increased labor and material costs and/or damage in the event of project suspension or delay.
* General Liability credits for any wrap-up insurance programs.
* Prime contract terms, conditions, and scope in addition to, and/or in conflict with, a mutually agreed contract and Seller’s scope of work and responsibilities as described herein.
* Reports, submittals and data requirements not applicable to our trade, reasonably required or mutually agreed; Release of proprietary or other confidential information and records as governed by the U.S. Security and Exchange Commission rules for a publicly traded company.
* Any portion of fines or penalties exceeding the extent of cause by Seller; Any increased, surcharged or escalated portion of fines incurred by Buyer.
* Enrollment/contributions to unions to which Subcontractor is not signatory; compliance with any additional or conflicting term, condition, or rate of pay, etc. between Seller’s labor agreement and others affiliated with the Project.
* Guarantors.
* Site security.

ANY ATTACHMENTS HERETO, CONTAIN IMPORTANT TERMS AND CONDITIONS THAT ARE PART OF THE PROPOSAL AND OF ANY CONTRACT RESULTING THEREFROM. PLEASE READ ANY ATTACHMENTS HERETO.

The above Proposal is accepted
COMPANY Harvey Construction Corp

BY: BARKER STEEL LLC, Seller
Approved: Todd Hill

BY: ___________________________________________ BY: ___________________________________________
Print Name: ___________________________________________ Print Name: ___________________________________________
Date: ___________________________________________ Date: ___________________________________________
**Fabricated reinforcing steel bundled, tagged, and delivered with placement drawings:**

<table>
<thead>
<tr>
<th>Qty</th>
<th>Unit</th>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>16.30</td>
<td>Tons</td>
<td>Plain Rebar</td>
<td>$16,797.50</td>
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</table>

- **950.00** SF  
  *6x6 10/10 Mesh Sheets*  
  **Site Mech. Pack**  
  $0.13 / SF  
  **$123**

- **650.00** SF  
  *6x6 8/8 Mesh Sheets*  
  **FNDN Area "A"**  
  $0.18 / SF  
  **$117**

- **1,250.00** SF  
  *6x6 8/8 Mesh Sheets*  
  **FNDN Area "B"**  
  $0.18 / SF  
  **$225**

- **650.00** SF  
  *6x6 10/10 Mesh Sheets*  
  **FNDN Area "D"**  
  $0.18 / SF  
  **$117**

- **650.00** SF  
  *6x6 10/10 Mesh Sheets*  
  **Dumster Pack**  
  $0.13 / SF  
  **$84**

- Includes FNDN A (6 tons), B(2.15 tons), C(4.75 tons), D(3.25 tons), sign post bases (0.01 tons), pile bollard bases (0.25 tons), light pole bases (0.65 tons).

- Excludes concrete, SGC units, precast, all other site work, all else.

- Plans dated: 4/15/16.
- Includes addendum #1.

**Total Number of Deliveries:**

| 1 |

**Terms:**
- Quote valid for acceptance for 20 days.
- Rebar Price firm for shipment through July, 2018. Thereafter, price shall increase $50/ton cumulatively every 90 days.
- Mesh & Accessories Price firm for shipment through July, 2018. Thereafter, price shall increase 10% every 90 days.
- Sales tax not included in price, mesh and accessories unit priced.
- Freight based on stated number of deliveries. Any additional deliveries will be billed at $500 each.
- Unloading time of two (2) hours per load included. Any time in excess of two (2) hours will be charged at $75/hour.
- There will be a $75/hour charge for design changes after shop drawings are submitted.
- HarMac Rebar reserves the right to halt all work on a project without charges, due to delay of a project if payment terms are not met.
- Payment Terms: Net 30 days, no refinance, subject to credit approval.

**Quotation Prepared by:**

"JJ" Johnson

**PLEASE SIGN AND RETURN FOR ACCEPTANCE**

**Signature:**

**Date:**
4/30/15

Shawn Smith, Director of Plant Operations
Nashua School District
Plant Operations
38 Riverside Street
Nashua, NH 03062

RE: Recommendation of Award – Foundation Form/Flatwork Subcontractor
Sunset Heights Elementary School
Nashua, NH

Dear Shawn,

Harvey Construction is seeking approval to award the Foundation Form/Flatwork Work for subject project to Premier Concrete Construction, LLC for the total amount of One Hundred & Four Thousand Dollars ($104,000).

This value is for the Base Bid and excludes Alternate # 1. If at a later time the city decides to accept the alternates a change order can be written to the subcontractor for the value identified on the attached scope review sheet.

This award is based on the attached cost proposal and our bid tabulation spreadsheet.

Sincerely,

Chris Nikias
Project Manager

I hereby authorize Harvey Construction to enter into a contract agreement with the aforementioned subcontractor/supplier on behalf of the Nashua School District for the amount stated above.

_________________________  _________________________
Shawn Smith            Date
Director, Plant Operations

_________________________  _________________________
Richard A. Dowd        Date
Chairman, Joint Special School Building Committee
<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price</th>
<th>Remarks</th>
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<tr>
<td>Final Bid plans Dated 4/3/15</td>
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<tr>
<td>Ph 4 &amp; 5 Wing Mech Room Addition</td>
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<tr>
<td>Ph 5 - F Wing Mech Room Addition</td>
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<tr>
<td>Ph 7 - F Wing Mech Room Addition</td>
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</tr>
<tr>
<td>Gym Addition</td>
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<td>S&amp;S Concrete</td>
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<tr>
<td>Gym Addition - Door Stoop</td>
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<td></td>
<td>Creek Pavers</td>
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<tr>
<td>Main Entry Addition</td>
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<td>Salem North Concrete</td>
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<tr>
<td>Main Door Entry</td>
<td></td>
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<td>Quality Concrete</td>
</tr>
<tr>
<td>Main Entry Addition Concrete Pumps</td>
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<td></td>
<td>Select Concrete</td>
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<tr>
<td>Rebar Install</td>
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<td>$8,000.00</td>
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<td>Door Stoops</td>
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<td>$9,423.00</td>
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<td>8&quot; Thick Concrete Slab @ New Mechanical Rooms</td>
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<td>4 Locations) w/ wire mesh</td>
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<td>Ph 3 - G Wing Mech Room Addition</td>
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<td>Ph 4 - G Wing Mech Room Addition</td>
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<tr>
<td>Ph 5 - F Wing Mech Room Addition</td>
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<tr>
<td>Ph 7 - F Wing Mech Room Addition</td>
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<td>Included</td>
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<tr>
<td>Above Plumbing Transite 11 locations in E/B/G</td>
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<td>Included</td>
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<tr>
<td>4&quot; Concrete Slab On-Glade with Fibermez @ Main Entry Addition</td>
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<tr>
<td>Pump For Main Addition Slab</td>
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<tr>
<td>4&quot; Concrete Slab On-Glade with Fibermez @ Gym Addition</td>
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<td>Included</td>
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<tr>
<td>Elevator Concrete Slab On Door @ Gym Addition</td>
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<td>Included</td>
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<tr>
<td>Including Pump</td>
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<td>Included</td>
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<tr>
<td>Bridge Pk Incl.</td>
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<tr>
<td>Elevator Concrete Slab</td>
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<td>Included</td>
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<tr>
<td>Main Entry Rm - Site Concrete</td>
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<td>Included</td>
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<tr>
<td>Main Door Entry SDG</td>
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<td>Included</td>
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<tr>
<td>3 Mechanical Room Exterior Pads (P3')</td>
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<td>Included</td>
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<tr>
<td>Concrete Pk</td>
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<tr>
<td>All Concrete Flatwork Includes installation of Wgs Mesh &amp; New Shafts</td>
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<tr>
<td>Website For All Flatwork</td>
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<td>Included</td>
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<tr>
<td>Base Bid Total (Excluding Courtyard Door Stoops)</td>
<td></td>
<td></td>
<td>$104,000.00</td>
<td>$104,443.00</td>
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<tr>
<td>Alternate #1 - Fire Lane</td>
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<td></td>
<td>$16,715.00</td>
<td>$13,003.00</td>
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<tr>
<td>Door Stoop Foundations</td>
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<td></td>
<td>$2,700.00</td>
<td>$2,700.00</td>
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<tr>
<td>Door Stoop Repair/instal</td>
<td></td>
<td></td>
<td>$7,130.00</td>
<td>$7,130.00</td>
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<tr>
<td>Total Including Alternate #1 Door Stoops</td>
<td></td>
<td></td>
<td>$120,085.00</td>
<td>$127,823.00</td>
</tr>
</tbody>
</table>
# Premier Concrete Construction, LLC

614 Gibbons Highway  
Wilton, NH 03086

---

## NAME / ADDRESS

Harvey Construction Corporation of NH  
10 Harvey Road  
Bedford, NH 03110

---

## Project

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td><strong>GYM FOUNDATIONS:</strong></td>
<td></td>
</tr>
<tr>
<td>Provide labor and equipment to form and pour 90’ of 16” thick x inside 4’ high Frostwall on 12” x 28” footings</td>
<td>5,545.00</td>
</tr>
<tr>
<td>Provide labor and equipment to form and pour 7 - 14” x 10” x inside 4’ high Integral Piers/Spread Footings on 3’ x 3’ spread footings</td>
<td>1,610.00</td>
</tr>
<tr>
<td>Provide labor and equipment to form and pour 2 - 14” x 14” x inside 4’ high Interior Piers/Spread Footings on 4’ x 4’ spread footings</td>
<td>600.00</td>
</tr>
<tr>
<td>Provide labor and equipment to form and pour 17” of 8” x 4’ high Gym Stoop Foundations</td>
<td>500.00</td>
</tr>
<tr>
<td><strong>GYM FLATWORK:</strong></td>
<td></td>
</tr>
<tr>
<td>Provide labor and equipment to install wiremesh, place and finish 820sq.ft. of 4” Addition Slab, includes direct placement</td>
<td>1,850.00</td>
</tr>
<tr>
<td>Provide labor and equipment to form and pour 38’ of 8” thick Gym Stoop on Deck (no shoring)</td>
<td>250.00</td>
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<tr>
<td>Provide labor and equipment to place and finish 440sq.ft. of 5 1/4” thick Mezzanine Slab on Deck</td>
<td>1,300.00</td>
</tr>
<tr>
<td>Provide 1 concrete pump</td>
<td>1,250.00</td>
</tr>
<tr>
<td><strong>C WING FOUNDATIONS:</strong></td>
<td></td>
</tr>
<tr>
<td>Provide labor and equipment to form and pour 66’ of 14” thick x inside 4’ high Frostwall on 12” x 26” footings</td>
<td>4,475.00</td>
</tr>
<tr>
<td>Provide labor and equipment to form and pour 5 - 14” x 10” x inside 4’ high Integral Piers/Spread Footings on 3’ x 3’ spread footings</td>
<td>1,150.00</td>
</tr>
<tr>
<td><strong>C WING FLATWORK:</strong></td>
<td></td>
</tr>
<tr>
<td>Provide labor and equipment to place and finish 470sq.ft. of 4” fiber reinforced Slab, includes direct placement</td>
<td>1,000.00</td>
</tr>
<tr>
<td><strong>G WING FOUNDATIONS:</strong></td>
<td></td>
</tr>
<tr>
<td>Provide labor and equipment to form and pour 66’ of 14” thick x inside 4’ high Frostwall on 12” x 26” footings</td>
<td>4,475.00</td>
</tr>
</tbody>
</table>

Net: 30 days, 5% retainage, 1.5% interest per month

---

## TOTAL

<table>
<thead>
<tr>
<th>Phone #</th>
<th>(603) 654-2471</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fax #</td>
<td>(603) 654-2306</td>
</tr>
</tbody>
</table>
# Premier Concrete Construction, LLC

614 Gibbons Highway
Wilton, NH 03086

## NAME / ADDRESS

Harvey Construction Corporation of NH
10 Harvey Road
Bedford, NH 03110

## Estimate

<table>
<thead>
<tr>
<th>DATE</th>
<th>ESTIMATE NO.</th>
</tr>
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<tbody>
<tr>
<td>4/21/2015</td>
<td>4910</td>
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## PROJECT

Sunset Heights Nashua

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>Provide labor and equipment to form and pour 5 - 14&quot; x 10&quot; x inside 4' high Integral Piers/Spread Footings on 3' x 3' spread footings</td>
<td>1,150.00</td>
</tr>
<tr>
<td>G WING FLATWORK: Provide labor and equipment to install wiremesh, place and finish 470 sq.ft. of 4' Slab, includes direct placement</td>
<td>1,000.00</td>
</tr>
<tr>
<td>B WING FOUNDATIONS: Provide labor and equipment to form and pour 66' of 14&quot; thick x inside 4' high Frostwall on 12&quot; x 26&quot; footings</td>
<td>4,475.00</td>
</tr>
<tr>
<td>Provide labor and equipment to form and pour 5 - 14&quot; x 10&quot; x inside 4' high Integral Piers/Spread Footings on 3' x 3' spread footings</td>
<td>1,150.00</td>
</tr>
<tr>
<td>B WING FLATWORK: Provide labor and equipment to install wiremesh, place and finish 474 sq.ft. of 4' Slab, includes direct placement</td>
<td>1,000.00</td>
</tr>
<tr>
<td>MAIN ADDITION AND F WING FOUNDATIONS: Provide labor and equipment to form and pour 111' of 16&quot; thick x inside 4' high Main Addition Frostwall on 12&quot; x 28&quot; footings</td>
<td>6,085.00</td>
</tr>
<tr>
<td>Provide labor and equipment to form and pour 10 - 14&quot; x 10&quot; x inside 4' high Integral Piers on 3' x 3' spread footings</td>
<td>2,300.00</td>
</tr>
<tr>
<td>Provide labor and equipment to form and pour 7 - 14&quot; x 14&quot; x inside 4' high Interior Piers on 4' x 4' spread footings</td>
<td>2,450.00</td>
</tr>
<tr>
<td>Provide labor and equipment to form and pour 4 - 14&quot; x 14&quot; x inside 4' high Piers on 4' x 4' spread footings at Existing</td>
<td>1,800.00</td>
</tr>
<tr>
<td>Provide labor and equipment to form and pour 66' of 14&quot; thick x inside 4' high Mech Room Frostwall on 12&quot; x 26&quot; footings</td>
<td>4,475.00</td>
</tr>
<tr>
<td>Provide labor and equipment to form and pour 5 - 14&quot; x 10&quot; x inside 4' high Integral Piers on 3' x 3' spread footings</td>
<td>1,150.00</td>
</tr>
</tbody>
</table>

Net: 30 days, 5% retainage, 1.5% interest per month

## TOTAL

| Phone #     | (603) 654-2471 | Fax #     | (603) 654-2306 |
# Premier Concrete Construction, LLC

614 Gibbons Highway  
Wilton, NH 03086

<table>
<thead>
<tr>
<th>NAME / ADDRESS</th>
</tr>
</thead>
</table>
| Harvey Construction Corporation of NH  
| 10 Harvey Road  
| Bedford, NH 03110 |

<table>
<thead>
<tr>
<th>PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunset Heights Nashua</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide 4 concrete pumps</td>
<td>4,400.00</td>
</tr>
</tbody>
</table>

**MAIN ADDITION AND F WING FLATWORK:**
- Provide labor and equipment to install wiremesh, place and finish 2,670 sq. ft. of 4" thick Main Entrance Slab | 2,700.00 |
- Provide labor and equipment to install wiremesh, place and finish 470 sq. ft. of 4" thick Mech Room Slab | 1,000.00 |
- Provide labor and equipment to place and finish 50 sq. ft. of 24" deep Boiler Pit Infill (unreinforced), dowelled to existing | 950.00 |
- Provide labor and equipment to place and finish 525 sq. ft. of 4" Slab on Grade Trenching Infills in 11 locations, dowelled to existing, wheeled placement (protection of existing by others) | 5,250.00 |
- Provide 1 concrete pump | 1,150.00 |

**EXTERIOR:**
- Provide labor and equipment to place and broom finish 1,100 sq. ft. of 4" thick unreinforced Main Entrance Sidewalk with const. joints at 15' on center each way, no integral curb | 3,520.00 |
- Provide labor and equipment to place and broom finish 6,525 sq. ft. of 4" thick unreinforced Main Entrance Area Sidewalk with const. joints at 15' on center each way, no integral curb | 20,880.00 |
- Provide labor and equipment to form and pour 50' of 8" thick Stoop Foundations at Main Entrance on 12" x 24" footings, dowelled into building at each end | 1,250.00 |
- Provide labor and equipment to place and finish 150 sq. ft. of 8" thick Slab on Deck Main Entrance Stoop with single mat of #4 and formed at 8' against frostwall around outside, no shoring included | 750.00 |
- Provide labor and equipment to install 2 layers of wiremesh, place and broom finish 242 sq. ft. of 6" thick Dumpster Pad, no haunches | 1,110.00 |
- Provide labor and equipment to place and broom finish 5 - 6' high x 5' x 9' Mechanical Pads with chamfer | 2,000.00 |

**ALTERNATES:**
- Provide labor and equipment to form and pour 535' of 8" thick Stoop Foundations away from Main Entrance in 40 locations dowelled into building at each end, on 12" x 24" footings, ADD -- $16,715.00  
Provide labor to install 5 tons of rebar at $550/ton, ADD --- $2,750.00  

<table>
<thead>
<tr>
<th>TOTAL</th>
</tr>
</thead>
</table>

Net: 30 days, 5% retainage, 1.5% interest per month

<table>
<thead>
<tr>
<th>PHONE #</th>
<th>(603) 654-2471</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAX #</td>
<td>(603) 654-2306</td>
</tr>
</tbody>
</table>
**NAME / ADDRESS**
Harvey Construction Corporation of NH  
10 Harvey Road  
Bedford, NH 03110

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunset Heights Nashua</td>
<td>8,000.00</td>
</tr>
</tbody>
</table>

**DESCRIPTION**

Provide labor and equipment to form and pour 869 sq. ft. of 8" thick Slab on Deck Stoops away from Main Entrance in 41 locations with single mat of #4 and formed at 8" against frostwall around outside, no shoring included, ADD -- $7,130.00

Provide labor to install 14.5 tons of rebar @ $550/ton

NOTES:
- No materials included
- Bollards by others, no housekeeping/mechanical pads included as extent is unclear
- Additional concrete pumps @ $1,150 ea.

Net: 30 days, 5% retainage, 1.5% interest per month

**TOTAL** $104,000.00

<table>
<thead>
<tr>
<th>Phone #</th>
<th>(603) 654-2471</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fax #</td>
<td>(603) 654-2306</td>
</tr>
</tbody>
</table>
Cullen Concrete Form Company, Inc.
22 Holmes Avenue
Northfield, NH 03276
(603) 286-8057  Fax (603) 286-3667
cullen@metrocast.net  www.cullenconcrete.com

Harvey Construction Corp of NH
10 Harvey Road
Bedford, NH 03110

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Only - No materials supplied by Cullen Concrete. Price does include tying rebar.</td>
<td>43,668.00</td>
</tr>
<tr>
<td>Labor only footings, walls, column footings and piers. No flat work, RFI 1, 2, 3 &amp; 4 seen. Building A</td>
<td></td>
</tr>
<tr>
<td>234' x 2' 4&quot; x 1'2&quot;</td>
<td></td>
</tr>
<tr>
<td>234' x 1' 4&quot; x 4'</td>
<td></td>
</tr>
<tr>
<td>19 column footings, 19 piers</td>
<td></td>
</tr>
<tr>
<td>Building B</td>
<td></td>
</tr>
<tr>
<td>107' footings</td>
<td></td>
</tr>
<tr>
<td>107' walls</td>
<td></td>
</tr>
<tr>
<td>9 column footings, 9 piers</td>
<td></td>
</tr>
<tr>
<td>Foundation C</td>
<td></td>
</tr>
<tr>
<td>145' x 2' 2&quot; x 12&quot;</td>
<td></td>
</tr>
<tr>
<td>145' x 1' 2&quot; x 4</td>
<td></td>
</tr>
<tr>
<td>2 column footings, 10 piers</td>
<td></td>
</tr>
<tr>
<td>Foundation D</td>
<td></td>
</tr>
<tr>
<td>95' x 2' 2&quot; x 12&quot;</td>
<td></td>
</tr>
<tr>
<td>95' x 1' 2&quot; x 4'</td>
<td></td>
</tr>
<tr>
<td>1 column footing, 5 piers</td>
<td></td>
</tr>
<tr>
<td>Note: Add $13,000 for Alternate #1 - all exterior stoops noted as SS2 on foundation plan. Need truck access on all stoops.</td>
<td></td>
</tr>
<tr>
<td>Exclusions: No pumping unless specified above, no wet and heat, no exposed concrete finish, no capping joints, no rubber joints, no site concrete, no curing, no covering, tonotubes by GC, no rubber exposed concrete, no winter conditions, no grout clean finish, no sealing, no smooth form finish. Insurance - no additional insureds for ongoing and completed operation - if required there will be additional cost. Cullen is not responsible for subgrade material. Cullen is not responsible for shrinkage, random cracking or frost related action.</td>
<td></td>
</tr>
<tr>
<td>All invoices are due and payable within 30 days. Failure to pay within 30 days will result in your account being overdue. Overdue accounts are subject to interest at the amount of 1 1/2% per month (18% annual percentage rate). All costs of collection, including reasonable attorney’s fees, expert witness and consultant fees will be added to all overdue accounts. Additionally, Cullen Concrete Form Co., Inc. may file a mechanic’s lien in accordance with RSA447 in addition to other methods of collection on overdue accounts.</td>
<td></td>
</tr>
<tr>
<td>Payment of foundation to be paid within 30 days upon completion. Payment of floor is to be paid within 30 days upon completion. Paid when paid contracts are not acceptable.</td>
<td></td>
</tr>
<tr>
<td>Note: This proposal may be withdrawn by us if not accepted within 60 days. Acceptance of proposal - The above prices specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.</td>
<td></td>
</tr>
</tbody>
</table>

Signature

All material is guaranteed to be as specified. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.
4/30/15

Shawn Smith, Director of Plant Operations
Nashua School District
Plant Operations
38 Riverside Street
Nashua, NH 03062

RE: Recommendation of Award – Structural Steel Subcontractor
Sunset Heights Elementary School
Nashua, NH

Dear Shawn,

Harvey Construction is seeking approval to award the Structural Steel Work for subject project to S.L. Chasse Steel for the total amount of Two Hundred & Fifteen Thousand Dollars ($215,000).

This value is for the Base Bid and excludes Alternate # 1. If at a later time the city decides to accept the alternates a change order can be written to the subcontractor for the value identified on the attached scope review sheet.

This award is based on the attached cost proposal and our bid tabulation spreadsheet.

Sincerely,

Chris Nikias
Project Manager

I hereby authorize Harvey Construction to enter into a contract agreement with the aforementioned subcontractor/supplier on behalf of the Nashua School District for the amount stated above.

______________________________  ______________________________
Shawn Smith                   Date
Director, Plant Operations

______________________________  ______________________________
Richard A. Dowd               Date
Chairman, Joint Special School Building Committee
<table>
<thead>
<tr>
<th>Scope Check List</th>
<th>Included</th>
<th>Included</th>
<th>Included</th>
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<tbody>
<tr>
<td>Final Bid plans Dated 4/3/15</td>
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<td></td>
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<tr>
<td>Pre Bid RFI # 1-6</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Addendum # 1</td>
<td></td>
<td></td>
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<tr>
<td><strong>Base Price</strong></td>
<td>$215,000.00</td>
<td>$201,825.00</td>
<td>$230,000.00</td>
</tr>
<tr>
<td><strong>Structural Steel (Main Addition &amp; Mech Rooms)</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Joists &amp; Decking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bearing Plates, Leveling Bolts &amp; Anchor Bolts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tunnel Floor Hatch Angle Frames</td>
<td></td>
<td>Excluded</td>
<td></td>
</tr>
<tr>
<td>Including Shoring &amp; Confined Space</td>
<td></td>
<td>Excluded</td>
<td></td>
</tr>
<tr>
<td><strong>Demo Of Existing Steel Joists, Deck &amp; Columns</strong></td>
<td></td>
<td>$64,086.00</td>
<td>Plug $64,086.00</td>
</tr>
<tr>
<td>All Demo Debris to HCC Dumpster</td>
<td></td>
<td>Included</td>
<td>Excluded</td>
</tr>
<tr>
<td>PE Stamped Shop Drawings</td>
<td></td>
<td>Included</td>
<td></td>
</tr>
<tr>
<td><strong>Mine Metals</strong></td>
<td>Excluded</td>
<td>Excluded</td>
<td></td>
</tr>
<tr>
<td><strong>Base Bid Total (Excluding Courtyard Door Stoops)</strong></td>
<td>$215,000.00</td>
<td>$265,911.00</td>
<td>$294,086.00</td>
</tr>
<tr>
<td><strong>Alternate # 1 - Fire Lane</strong></td>
<td>$18,000.00</td>
<td>Excluded</td>
<td>Excluded</td>
</tr>
<tr>
<td>862 Angles &amp; Decking (96 Total)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Including Alternate # 1 Door Stoops</strong></td>
<td>$233,000.00</td>
<td>$265,911.00</td>
<td>$294,086.00</td>
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</table>
An AISC Certified Company

<table>
<thead>
<tr>
<th>NAME / ADDRESS</th>
</tr>
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<tbody>
<tr>
<td>Harvey Construction Corp. of N.H.</td>
</tr>
<tr>
<td>10 Harvey Road</td>
</tr>
<tr>
<td>Bedford, N.H. 03110</td>
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PROPOSAL

<table>
<thead>
<tr>
<th>DATE</th>
<th>PROPOSAL NO.</th>
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<tbody>
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<td>4/29/2015</td>
<td>11356</td>
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<th>TERMS</th>
<th>JOB</th>
<th>JOB LOCATION</th>
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<tbody>
<tr>
<td>Net 30</td>
<td>Sunset Heights School</td>
<td>Nashua, NH</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Furnish material and labor to fabricate &amp; erect the following &quot;Structural Steel&quot; items:</td>
<td></td>
</tr>
<tr>
<td>a) Approx. 32 tons structural steel (primed) bldg. framing.</td>
<td></td>
</tr>
<tr>
<td>b) Approx. 7 tons steel (primed) joist w/ bridging accessories.</td>
<td></td>
</tr>
<tr>
<td>c) Approx. 17 sq. 2&quot; (galv. G60) composite floor deck w/ closure &amp; pour stop.</td>
<td></td>
</tr>
<tr>
<td>d) Approx. 87 sq. 1 1/2&quot; (ptd. gray) 18 ga. &amp; 22 ga. type B roof deck w/ accessories.</td>
<td></td>
</tr>
<tr>
<td>e) Furnish only brg. plates, leveling plates &amp; anchor bolts.</td>
<td></td>
</tr>
<tr>
<td>f) 2 - Floor hatch angle frames w/ epoxy anchors. Shoring &amp; confined space work included.</td>
<td></td>
</tr>
<tr>
<td>g) Furnish only loose (primed) &amp; (galv.) exterior lintel angles as shown on structural dwg’s. only.</td>
<td></td>
</tr>
<tr>
<td>h) Roof frames as shown only on structural dwg’s. for various phases.</td>
<td></td>
</tr>
<tr>
<td>i) SS1 composite deck areas &amp; SS2 areas w/ assoc. composite deck &amp; support (galv.) angles.</td>
<td></td>
</tr>
<tr>
<td>j) Assumed demolition of only existing joist &amp; deck during steel erection phases.</td>
<td></td>
</tr>
<tr>
<td>k) Field measurements &amp; shop dwg’s. w/ engineering stamp for approval.</td>
<td></td>
</tr>
<tr>
<td>l) Field equipment &amp; labor to erect the above listed structural steel items.</td>
<td></td>
</tr>
</tbody>
</table>

| Alternate Deduct: Delete material & labor for all 36 - entry SS2 areas per note 11. | -18,000.00 |

| OMIT: Inspections, testing, permits, fees, off hours, grouting, demolition or shoring other than what is noted on S06.1 / RFI 5, special prep / paint, galvanizing (u.n.o), field touch up paint, removal / repair of fireproofing, saw cutting, cutting of deck at opng’s., storage of exist. joists, liability for delays by others, protection of existing areas, cmu clips, misc. metals and items not listed above. |

| Structural dwg’s. dated 4-3-15, addendum #1 & RFI’s 1 thru 6. |

<table>
<thead>
<tr>
<th><strong>This Proposal is valid for 30 days from date above</strong></th>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>$215,000.00</strong></td>
</tr>
</tbody>
</table>
April 29, 2015
Harvey Construction Corp.
10 Harvey Road
Bedford, NH 03110

Attn: Joe Pallock
Re: Nashua Sunset Heights
Est.#: 041520-01
Estimate Number

Dear Joe,

We are pleased to quote you only the following items listed below:

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>04</td>
<td>Furnish &amp; install prime ptd. 1 1/4&quot; Sch. 40 pipe &amp; 1/2&quot; sq. solid picket type guardrail w/ 4&quot; toe kick &amp; one access ladder @ mechanical Mezzanine 123 D Area</td>
</tr>
<tr>
<td>05</td>
<td>Furnish &amp; deliver only prime ptd. or galv. Loose masonry lintels @ Masonry openings at Areas A &amp; B South elevations, C Wing North &amp; South elevations, G Wing North &amp; South elevations, B Wing North &amp; South elevations, Media Wing North elevation, Interior door openings 131A, 161, 157, 156B, 151, 141, 142, 145, 146, 149A, 103, 108, 123A, 123C, 162, 162A</td>
</tr>
<tr>
<td>06</td>
<td>Furnish &amp; install galv. 4&quot;x4&quot;x3/8&quot; angle support epoxied anchored to existing foundation wall w/ 2&quot;x20 ga. Galv. Composite deck @ 35 SS2 type locations total</td>
</tr>
<tr>
<td>07</td>
<td>Furnish &amp; install galv. 2&quot;x20 Ga. Galv. Composite decking only @ 3 SS1 locations only</td>
</tr>
<tr>
<td>08</td>
<td>Furnish &amp; install prime ptd. 6&quot;x4&quot;x3/8&quot; angle support epoxied anchored to underside of existing slab @ One location between Column lines X1.8, X1.4, 2, 3</td>
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<td>09</td>
<td>Furnish &amp; install prime ptd. 6&quot;x4&quot;x3/8&quot; angle support epoxied anchored to underside of existing slab @ One location between Column lines B, 11, X3.8, X1.4, X1.7</td>
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For A Total Sum Of Items 4-9 only $51,524

10 Furnish & install prime ptd. Structural steel beams, columns, bar joist & decking @ Nashua Sunset Heights School $201,825

11 Furnish field labor to demo existing structural steel bar joist and roof deck @ Area A, Area C and Area D as shown on Structural Drawing SO6.1 (Shoring of existing framing is not included) $64,086

Please note: Demolished material for Item 11 will be loaded into Harvey Construction supplied dumpsters

Please read and note the following qualifications as they must be included in the above pricing:
- Architectural, Structural and Civil Drawings Dated: April 3, 2015
- All items will be fabricated, shop primed and installed complete unless otherwise noted.
- Finish paint by others.
- Pricing for all railings that include vertical picket infills is based on 4 inch picket spacing.
- Field measuring and shop-drawings included.
- Stamped Engineered drawings are not included in the above estimate.
- Hot-dipped galvanized items: Items 3, 5, 6
- Concrete for pan-stairs and/or any bollards, by others.
- Wood blocking for handrail brackets is not included.
- Bearing plates for wall pockets, furnish only.
- All anchor bolts, level plates and bearing plates are furnish only, to be set and grouted by others.
- Removal and/or installation of fireproofing is not included.
Open-shop fabrication and installation.
Work to be performed on straight time.
This price reflects that no retainage will be held on this job.
Fire permit included.
Fire watch is not included in the above estimate.
Prevailing wages do not apply for the field installation
As-built drawings are not included in the above price
The above pricing includes compliance with OSHA safety policies at the job site.
Compliance with safety policies more stringent than required by OSHA are not included.
Safety courses, if required, are not included in the above price.
The above price includes Mill City's standard industry insurance coverages. Insurance coverage above
Mill City's standard limits is not included. A copy of our insurance certificate is available upon request.
The following items are not included in this estimate: Area protection, any demo unless specifically stated above,
shoring, engineering, reinforcing rods, ceiling tile and grid removal, hydraulic electrical gate openers,
bonding, seismic cripple angle bracing
Any item not specifically listed above is excluded from this estimate.

This proposal may be withdrawn by us if not accepted within 30 days.

Thank you for this opportunity to service your estimating needs.

I am yours in the trades,

Norman Desmarais / Nicholas Soucy
Estimating

Accepted for: ____________________________

Auth. Signature: ____________________________
April 21, 2015

Harvey Construction Corporation
10 Harvey Road
Bedford, NH 03110

Telephone: 603.624.4600
Email: jpollock@hccnh.com
Attention: Mr. Joe Pollock

Proposal #2015-067

Structure: Sunset Heights School
Location: Nashua, NH

We propose to furnish and install the materials required for the above structure which is described below in accordance with the specifications & code of standard practice of the American Institute of Steel Construction, which are hereby incorporated by reference and made a part of this contract. The following terms and provisions, including those printed on the attached sheet, are agreed and accepted by you upon acceptance of this proposal.

FOR THE BUDGETED LUMP SUM OF: $230,000.00

Structural Steel:
- Approx. 24.8 tons of structural steel, embedments, anchor bolts, and connection material as defined by the AISC Code of Standard Practice.

Joists:
- Approx. 7.3 tons as required per plans, specs & SJI. (80 Pieces)

Deck:
- Approx. 2 squares 1½” Type B 18 gage gray primer
- Approx. 81 squares 1½” Type B 22 gage gray primer
- Approx. 5 squares 2” Lok Floor Composite Floor Deck 20 gage G60 galvanized

Erection:
- Based on Open Shop Labor.
- One Mobilization.
Proposal #2015-067
April 21, 2015

Document Description:

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<thead>
<tr>
<th>Drawing #</th>
<th>Drawing Date</th>
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<td>S 06.1</td>
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Specification Sections: None
Addenda: Addendum 1

Our proposal is based on:
1. AISC “Code of Standard Practice for Steel Buildings and Bridges” with no exceptions, deletions or additions.
2. Jay Steel standard payment terms: Net 30 days, 10% Retainage.
3. Clear unobstructed access to work area inside and outside of building.
4. Fabrication will be off approved shop drawing only.
5. 48 hour turn-around or sooner on RFIs to avoid schedule delays.
6. One week turn-around or sooner on approvals to avoid schedule delays.
7. Erection per OSHA requirements for the structural steel trade.
8. Lines and grades by GC/CM.
9. Raw Material Best Price Foreign or Domestic.
10. Including Detailing of Structural Steel.
11. Delivery FOB Job Site.
12. Taxes included at current rates.
13. Change orders signed in advance by authorized signatory.
14. 48 hour notice to initiate corrections before back charge.
15. Jay Steel to assist GC/CM with coordination of other trades as possible.
16. Shipping includes no more than 2 hours on-site, and does not include teamster drivers.
17. All steel, joist & joist girders requiring primer bid as standard gray shop primer.
18. Joists and bridging to receive one shop coat of stand primer average 1.0 mils dft.
19. One mobilization for continuous erection.
21. All work to be performed between 7:00 am and 3:30 pm.

We do not include:
1. Any drawing not listed above.
2. Steel not shown on structural drawings listed under Document Description.
3. Roof/floor frames/openings not shown on structural drawings.
4. Inspection and testing.
5. Additional reinforcing at concentrated loads.
6. Cutting & patching protection.
7. Concrete cutting and coring.
8. Protection of existing/shoring/demotion.
10. Grout/grouting.
11. All permits.
13. Field measurements & anchor bolt survey.
15. Liquidated damages & penalties.
17. Alternates and Addenda not listed.
19. Miscellaneous Metals (i.e. stairs, loose lintels, bollards, door frames, railings, etc.)
20. Sill angles.
22. Mastic Coatings.
24. Light Gage Metal Framing.
25. Light Gage joists.
26. Metal Deck To Shear wall Connection.
27. Architecturally Exposed Structural Steel (AESS).
29. Beam/column web doublers.
30. Precast and/or connections to Precast.
31. Hanger tabs.
32. Any additional point loads due to RTU’s.
33. Loads associated from light gauge framing above.
34. Off hour work.
35. Any demolition of existing structure.
36. Any shoring.
37. Joist reinforcing as shown in Section A1/S60.1.
38. Bridging at HVAC duct as shown in Section C2/S60.1.
39. CMU clips as shown in Sections C4 and D1/S60.1.
40. Loose lintels as shown in schedules in Section E6/S60.1.
Terms: Jay Steel Standard
The within terms and prices shall remain firm for 3 days from the date hereof, after which time they are subject to modification by Jay Steel, LLC.

THE ABOVE PROPOSAL IS ACCEPTED BY:

______________________________
By____________________________
Date____________________________

JAY STEEL, LLC
By ____________________________
John Stemienowicz
Member
GENERAL CONDITIONS OF SALE

1. All payment terms are subject to approval by Seller's Credit Department. For material only orders, without installation by Seller, terms of payment are net cash, within thirty (30) days from the date of each invoice. For material and installation orders terms of payment at thirty (30) days from date of each invoice. From each invoice's maximum retained of ten (10) percent may be withheld. Final payment to be paid within thirty (30) days of the substantial completion of the work covered by this agreement. If this agreement covers more than one building, or miscellaneous and structural steel and the price for each component is broken out on the face of this agreement, than substantial completion shall be considered on an individual component basis.

Invoices may be rendered upon receipt of raw material, fabrication of materials, or partial shipments to the project.

The Buyer shall pay the Seller interest on all past due invoices at the rate of 1-1/2 percent per month, 18 percent per year. In addition, the Buyer shall be responsible to the Seller for all costs of collection incurred by the Seller, including all attorneys' fees on all unpaid balances.

2. If prices are based on unit weights, said weights on which payments shall be made shall be calculated in accordance with the Code of Standard Practice of American Institute of Steel Construction, as revised to date hereof.

3. Unless otherwise stated on the front of this document, any taxes which the Seller may be required to pay to collect, under any existing or future law, upon or with respect to the sale, purchase, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sales thereof, shall be for the account of the Buyer.

4. The Seller shall be excused for delays in the performance, in whole or in part, of any contract made on the basis of this proposal resulting, in whole or in part, from: fire or flood; strikes or other differences with employees; war, riot or embargoes; delays, losses or damages in transportation; shortage of cars, fuel, labor or materials; acts of civil and military authorities; drawings revised approved in excess of fourteen (14) calendar days from date of submission by Seller; or any causes beyond the reasonable control of the Seller. In case of the happening of any such cause of delay the time of completion shall be extended accordingly.

5. If the Buyer is for any reason unable to accept delivery of completed materials, and after five (5) days written notice by the Seller, the Seller will place them in storage where the Buyer shall, upon Seller's invoicing, pay for such materials and reimburse the Seller for all expenses which the Seller will incur in storing, caring for, handling, transporting, insuring, and disposing of them.

6. If shop painting is specified, field paint, field painting, and the field touch up of abrasions in the shop coat shall not be included in the contract. The shop coat is a priming coat and the Seller shall not be responsible for the condition of the paint should the Buyer not accept prompt delivery of the materials after it has been produced, or after shipment to the project.

7. In the event a conflict between terms and conditions of this proposal or contract and the terms and conditions stated in the plans and specifications, the terms of this proposal or contract shall govern.

8. All materials manufactured or supplied hereunder are warranted for a period of one year, following date of delivery, to be free from defects in workmanship and/or material.

9. Buyer agrees to check carefully all material against shipping papers upon unloading at destination. No claims for shortages or for improper, defective, or damaged material will be recognized by Seller unless written notice specifying in detail the nature and extent of the shortage, defect, or damage is received by Seller's office within five days from the date of unloading, accompanied in the case of claim for shortage or damage the original freight bill with a notation on the face thereof by the local agent of the carrier as the items and quantity short or damaged. When Seller delivers by trucks all claims or shortages or damaged material must be sent to Seller on date of delivery.

10. The Seller will replace or repair at his option any defective material furnished by Seller, upon presentation of satisfactory evidence of such defectiveness, but in no event will any back-charges be allowed by the Seller unless ordered in writing by an authorized representative of the Seller. The Seller shall not be liable for the cost of labor expended by others on any rejected material, not for any special, direct, indirect, or consequential damages to any one by reason of the fact that any materials shall be defective or not in conformity with the specifications.

11. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE. THE REMEDIES OF BUYER FOR ANY BREACH OF WARRANTY SHALL BE LIMITED TO THOSE PROVIDED HEREIN TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTIES, REMEDIES, OR THIS LIMITATION WILL BE BINDING UPON SELLER UNLESS IN WRITING, SIGNED BY A DULLY AUTHORIZED OFFICER OF THE SELLER.

12. Acceptance of this proposal is an acknowledgement of knowledge of, and binds both Buyer and Seller to, all provisions of the Specification and Code of Standard Practice of the American Institute of Steel Construction, as revised to date hereof, the Handbook of the Steel Joist Institute and the Steel Joist Manufacturer's Catalogue, and the Handbook of the Steel Deck Institute and the Steel Deck Manufacturer's Catalogue.

13. This proposal is subject to written acceptance within three (3) days from the date hereof, after which date it is subject to confirmation by the seller.

14. If the Buyer wishes to use a contract form in lieu of this document, then the acceptable contract form is a purchase order.