Due to the State of Emergency declared by the Governor as a result of the COVID-19 pandemic and in accordance with the Governor’s Emergency Order #12 pursuant to Executive Order 2020-04, this public body is authorized to meet electronically.


CALL TO ORDER

ROLL CALL

PREVIOUS MEETING MINUTES APPROVAL – May 28, 2020

REMARKS BY CHAIRMAN

REMARKS BY SCHOOL ADMINISTRATION (if requested)

ITEMS FOR DISCUSSION AND APPROVAL OF INVOICES

1. Architect’s Report - Harriman
2. Construction Manager’s Report – Harvey
   a. Approval of Sub Contracts
3. Approval of Pre-approved Sub Contracts
4. Invoice Approval
   a. Harriman, 3 Invoices for a total of $242,776.85
      i. #2005011 for NMS $46,070.40
      ii. #2005012 for FMS $110,395.85
      iii. #2005013 for PMS $86,314.80
   b. Turner, 1 Invoice #6855 for $6,600.00

COMMENTS BY COMMITTEE MEMBERS

NON-PUBLIC SESSION, IF NEEDED

ADJOURNMENT

Upcoming meeting: Thursday, July 6, 2020 Special Meeting via Zoom.
Thursday, July 23, 2020 Regular Meeting via Zoom
An online meeting of the JSSBC was held at via WebEx on Thursday, May 28, 2020. Alderman Dowd called the meeting to order at 7:00 p.m.

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

Also Present: Ms. Fitzpatrick, Mr. Smith, Mr. DuBois, Mr. Oullette, Mr. Lemarier

Everyone stated that they were participating remotely by the Governor’s orders, practicing social distancing, and that they were alone.

This meeting and Presentation can be watched in its entirety at: https://www.youtube.com/watch?v=wIGkXs_ebaY

Handouts, Presentations & referenced materials can be accessed on the Nashuanh.gov website

Alderman Dowd
As Chair of the JSSBC I find that due to the State of Emergency declared by the Governor as a result of the Covid-19 Pandemic, and in accordance with the Governor's Emergency Order #12, pursuant to Executive Order 2020-04, this public body is authorized to meet electronically. Please note that there is no physical location to observe and listen contemporarily to this meeting, which was authorized pursuant to the Governor’s order. However, in accordance with the emergency order I am confirming that we are using WebEx through the I.T. Department for this electronic meeting. All members of the JSSBC have the ability to communicate contemporarily during this meeting using this platform, and the public has the access to contemporarily listen with the phone number: 978 990 5298. The password is: 273974. The public may also view this meeting on Comcast Channel 99.

We previously gave notice to the public regarding information to this meeting, and the instructions have also been placed on the City Website at www.nashuanh.gov, and publically noticed at City Hall at the Hunt Memorial Library… providing a mechanism for the public to alert the body of this meeting with public access. If you have a problem accessing the meeting by phone or through Channel 99, please call 603-821-2049 and they will help you connect. In the event that the public is unable to access the meeting by methods mentioned above, the meeting will be adjourned and rescheduled. Please note that all votes taken at this meeting will be done by roll call vote.

PREVIOUS MEETING MINUTES APPROVAL

Alderman Dowd moved to waive the reading of the JSSBC minutes of Thursday, April 23, 2020, accept them and place them on file. So voted unanimously by roll call.

REMARKS BY CHAIRMAN

Alderman Dowd
Thank you all for being here tonight. We have presentations and some motions that need to be approved tonight.
**REMARKS BY SCHOOL ADMINISTRATION (if requested)**

None

**ITEMS FOR DISCUSSION AND APPROVAL OF INVOICES**

*Architect’s Report - Harriman / Widening of Fire Lane at FMS*

**Mr. Ouellette**
I believe everyone received a copy of the presentation we’re going to present tonight. I’ll bring that up on the screen and begin.

Began presentation, which can be seen in its entirety at: [https://www.youtube.com/watch?v=hXgmX7_ZAhw](https://www.youtube.com/watch?v=hXgmX7_ZAhw)

**Alderman Dowd**
Does anybody have questions for Mr. Oullette on the presentation?

**Ms. Giglio**
I’d like to know a little more about the function of the team & student meeting commons space at FMS.

**Mr. Ouellette**
It’s more of a collaboration commons, where teachers can have group meetings… maybe lesson planning in these areas, or to work together with students. It makes it more like a community in the school, rather than a classroom.

**Ms. Brown**
When you’re redoing the bus turnaround, and the parking lot, and the parent pull in, is there a plan to light the parking lot better at FMS?

**Mr. Ouellette**
That is something that came up at the Planning Board and at the Principal’s Meeting yesterday. Yes, we are doing new site or parking lot lighting around the school.

**Alderman Dowd**
The Planning Board meeting went very, very well. They’re going to hold off paving Cleveland Street until we’re done with our project, so it all ties in. And they approved the 16 foot compromise on the fire road. Normally they’re 20 feet, but the Fire Marshall said that 16 was okay. And they’ll also be more parking for the handicapped there too, which will make it easier for those parents. At this point, I’ll entertain a motion to authorize the change in the fire lane to 16 feet.

**ALDERWOMAN KLEE MOVED TO INCREASE THE FIRE LANE FROM 12 FEET TO 16 FEET.**

**SO VOTED UNANIMOUSLY BY ROLL CALL.**
Construction Manager’s Report - Harvey

Alderman Dowd
The construction documents are finalized and we’re going to be starting work probably sometime in early July. And I just want to compliment Harriman on that phasing plan to help the school district know where and when to move things. Between Harriman and Harvey, they’ve done this many, many times before and the school department is very appreciative to have that information.

Mr. DuBois
Presented Construction Update

Mr. DuBois
The portable classrooms are on order, and as soon as we can get a site contract under contract… the foundations you’ll be reviewing and hopefully approving tonight will get that in motion. It would be nice to have a sign-off on those tonight, so we can get those fabricated and on site. If we get a site package from Harriman on June 10th, I should have pricing around the July 1st. So in terms of a timeline on the portables, it will be late July before those are on site. But we have to get them up and ready before school starts.

With me tonight is Kathy Misco, who is the Senior Project Manager, and our Project Manager Ken Lemarier is on the phone. We have put out the early package that Mr. Oullette provided for the foundations and structural steel. Ken, I’d like to you take us through the 4-5 recommendations we have to award here tonight.

Mr. Lemarier
I did notice that there was one package where they didn’t go with the low bid, because there was a concern.

Alderman Dowd
We typically have criteria that we use, and we try to go with the low bidder. We try to go with bidders that we’ve worked with before, that are local, that have a good reputation and whether Harriman or Harvey has used them before. So it’s not always the low bidder. You all got the spreadsheets and you can see that 2 of the bidders backed out, because these vendors were getting very busy very quickly. So I’ll ask for a motion to approve the contracts one at a time.

Recommended Construction Bid Awards

Mr. Lemarier
We had four bids for the Concrete Foundations (Formwork). The 2 lowest bidders both dropped out due to scheduling conflicts. We did reach out to them just to confirm, but they had already booked up. The next lowest bidder was South NH Concrete, which is a great company that we’ve worked with many times. So we are recommending them to do the formwork.

ALDERWOMAN HARRIOTT-GATHRIGHT MOVED TO AWARD THE CONTRACT FOR CONCRETE FOUNDATION WORK, TO SOUTHERN NEW HAMPSHIRE CONCRETE OF LONDONDERRY NH, IN THE AMOUNT OF $32,100.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Mr. Lemarier
The next bid package is for the Portable Classroom Precast Foundations. We had two bidders, and Phoenix Precast was the low bid, at $22,540.
MS. RAYMOND MOVED TO AWARD THE CONTRACT FOR PORTABLE CLASSROOM PRECAST FOUNDATIONS, TO PHOENIX PRECAST PRODUCTS OF CONCORD NH, IN THE AMOUNT OF $22,540.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Mr. Lemarier
The next bid package is for Concrete Materials, and the low bidder was Redimix Companies, Inc. at $34,338.

MS. RAYMOND MOVED TO AWARD THE CONTRACT FOR CONCRETE MATERIALS TO REDIMIX COMPANIES, INC., IN THE AMOUNT OF $34,338.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Mr. Lemarier
The next bid package is for Reinforcing Steel (Rebar). We had 3 bids, and HARMAC is the recommended bidder at $3,800.

ALDERWOMAN HARRIOTT-GATHRIGHT MOVED TO AWARD THE CONTRACT FOR REINFORCING STEEL (REBAR), TO HD SUPPLY/HARMAC OF FRYEBURG MAINE, IN THE AMOUNT OF $3,800.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Mr. Lemarier
The next bid package is for the Structural Steel scope of work. We had 3 bids submitted and we’re recommending Empire Sheet Metal of Manchester NH, in the amount of $75,610. They are the low bid.

MS. RAYMOND MOVED TO AWARD THE CONTRACT FOR STRUCTURAL STEEL, TO EMPIRE SHEET METAL OF MANCHESTER NH, IN THE AMOUNT OF $75,610.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Portable Classrooms / Sewage Tank; Timeline for Portables on Site

Mr. DuBois
Regarding the portable classrooms, there’s been a discussion about whether to use a septic tank as a holding tank in the ground to get pumped out periodically, or to actually excavate and put in a temporary sewer connection. The difference in cost to do the sewer line underground, versus the tank is about a $5,000 premium. I’m just curious what the wish of the committee is.
Alderman Dowd
The Health Department is concerned that the last time we put in portables they remained there for 20 years. I’d like to entertain a motion from someone that the portables that we’re installing for this construction project on site, are there for no longer than one year.

ALDERWOMAN KLEE MOVED THAT THE PORTABLES THAT WE’RE INSTALLING FOR THIS PROJECT ON SITE, WILL ONLY BE THERE FOR ONE YEAR.

Ms. Raymond
I just want to make sure I have a good understanding of what’s going to happen with the septic at that point? When the portables leave in one year, does that also mean that the septic leaves in one year?

Mr. DuBois
That is correct.

Ms. Raymond
I was curious about the benefits of one versus the other.

Alderman Dowd
Cost. And, the fact that we don’t want the portables to be in a secure position that they could remain for some reason.

Ms. Raymond
Are the current portables at PMS and EMS connected to the sewer line?

Mr. DuBois
I assume they are. I don’t believe you’ve been pumping all these years that those have been out there. I assume that they are tied in on a more permanent basis.

Mr. Smith
Yes, I can confirm that they’re connected to the City’s sewer system.

Ms. Raymond
I’m also curious about what happens to the portables when they go away? Are they purchased or are they leased?

Mr. DuBois
They are going to be leased by the City, and temporary piped to either a tank if you choose, or underground to a sewer manhole. That decision still has to be made. Waterlines have to be brought out there and they’re also going to receive electrical connections and a fire alarm. Once that’s over, all that is disconnected, and the company they’re rented from will come in and disassemble them and pull them out of there. And we will restore that area back to a green area when we’re done.

Ms. Raymond
Okay. And for Pennichuck?

Mr. DuBois
Pennichuck’s will eventually go away. Once we get the addition built, then that creates the swing space that we need. Then the teachers can move out of the portables, maybe temporarily, into a classroom. And that point in time, the same situation would happen. And I believe the City owns those portables. The question is what to do with them at that point in time, but that’s a BOE decision. But they would be taken down and everything disassembled, because that’s in the way of the library addition.
Ms. Raymond
Thank you so much, I appreciate the clarification.

Alderwoman Lu
I don’t understand which of the two versions; the septic tank, or sewer connection, is $5,000 more.

Mr. DuBois
The sewer connection is $5,000 more than having a septic tank there. That would be offset based on the amount of pumping. And I’m not sure based on use until we track it out, what that would use.

Alderwoman Lu
So why would we want to vote not to have them any longer than a year?

Alderman Dowd
The Health Department doesn’t want them there longer than a year.

Alderwoman Lu
It just surprises me that that requires a vote from us, that’s all.

Ms. Brown
Is there any extra removal cost at the end of that year, for one system or the other? Is pulling it out any more expensive one way or the other?

Mr. DuBois
It’s relatively the same cost either way.

Alderman Dowd
It’s priced right now to have the tank. We would be adding $5,000 more expense if we do the piping. And I believe we’d also be impacting the tar on the road as well.

Mr. DuBois
That’s correct, but that all eventually gets all redone, Mr. Dowd.

Voting on Motion:

ALDERWOMAN KLEE MOVED THAT THE PORTABLES THAT WE'RE INSTALLING FOR THIS PROJECT ON SITE, WILL ONLY BE THERE FOR ONE YEAR.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Alderman Dowd
The other thing that Mr. DuBois mentioned is the moving of the temporary pole that was put in 20 years ago to do those portable classrooms. We have to move that for construction, and Eversource has already keyed in that it has to be done. And we’ll be doing the reconnections and putting in new fiber. Are there other lines, Carl?

Mr. DuBois
Currently the portables are fed power, fire alarms, and communications from that pole. And the primary fiber connection to the school is on the top of that pole. So we need to disconnect it, pull it all out and then take it back to another pole and re-feed the fiber with a new fiber line. *Went through the steps that will be taken*
Alderman Dowd
So all of this work has to be done quickly, and we’re just waiting for the fiber optic final price. I would like a motion to authorize me to have them to do that work as soon as they have that price, before our next meeting. Because we have to get that all taken out and reconnected before school starts.

Ms. Raymond
Can you remind me again what the spending limit is?

Alderman Dowd
It’s $50,000.

MS. RAYMOND MOVED TO AUTHORIZE ALDERMEN DOWD TO SPEND UP TO THE $50,000 SPENDING LIMIT ON THE RELOCATION OF THE POLE, IN ORDER TO ACT EXPEDIENTLY.

SO VOTED UNANIMOUSLY BY ROLL CALL.

MR. GUARINO MOVED TO APPROVE THE PURCHASE OF FILE BOXES FOR FAIRGROUNDS MIDDLE SCHOOL, IN THE AMOUNT OF $2,500.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Constructing Testing Contract

Mr. Smith
I issued a request for proposals about a month ago and received just 2 proposals for the Construction Testing. One was Contest, who I never worked with or heard of. John Turner Consulting is a firm that we’ve worked with on other projects and did a very good job. Both Harriman and Harvey have worked with them extensively and had good things to say about them. If you look at the number comparisons, in some cases Contest was cheaper, and in some cases John Turner was cheaper. But when it comes to structural steel, I found that John Turner had lower pricing. So because of that, and our experience with them I recommend going with John Turner Consulting.

Mr. Guarino
There’s no amount associated with this contract?

Mr. Smith
No, there isn’t. They typically provide good pricing for the different types of tests. But without the construction drawings, it’s very hard to decide how many of each test you might need. And if the test fails for some reason, they will come back and retest it. In the overall middle school budget, I did carry a cost of $200,000 total for the 3 schools. And that was based on discussions with Harvey and Harriman.

MR. GUARINO MOVED TO AWARD THE CONSTRUCTION TESTING CONTRACT TO JOHN TURNER CONSULTING.

SO VOTED UNANIMOUSLY BY ROLL CALL.
INVOICE APPROVAL

Alderman Dowd
If there are no objections we can approve the invoices for the project totals, rather than by school.

Mr. Smith
I recommend paying invoices in the total amounts to: Harvey Construction for $18,320.00; Harriman A&E for $203,273.80; Malone & McBroom for $5,100.00; Horizon Associates for $1,850.00; and Williams Scotsman for $1,500.00 for a grand total of $230,033.80.

ALDERMAN DOWD MOVED TO PAY THE FOLLOWING TOTAL INVOICE AMOUNTS TO: HARVEY CONSTRUCTION FOR $18,320.00; HARRIMAN A&E FOR $203,273.80; MALONE & MCBROOM FOR $5,100.00; HORIZON ASSOCIATES FOR $1,850.00; AND WILLIAMS COTSMAN FOR $1,500.00, FOR A GRAND TOTAL OF $230,033.80.

SO VOTED UNANIMOUSLY BY ROLL CALL.

COMMENTS BY COMMITTEE MEMBERS
None.

Ms. Raymond moved to adjourn. So voted at 8:30 p.m.

Submitted by Jacki Waters
June 3, 2020

Shawn Smith
Plant Operations Manager
Nashua School District
38 Riverside Drive
Nashua, NH 03062

Re: Nashua School District – Pennichuck Middle School
Nashua, NH
Letter of Recommendation for Award – Security Vestibule Glass & Storefront

Dear Shawn,

I am hereby forwarding our “Letter of Recommendation to Award” for the scope of work being: Security Vestibule Glass & Storefront.

It is our intent to award the Security Vestibule Glass & Storefront scope of work to Marvell Glass of Merrimack, NH in the amount of Forty-Six Thousand, Three Hundred Twenty-Five Dollars and Zero Cents ($46,325.00). Attached is the bid comparison and associated backup for your review.

The following items will be carried as alternate allowances, as there was no specified scope at time of bid:

- Automatic Door Operators (at each door) = $2,150.00/ea.
- Electric Strikes (at each door) = $535.00/ea.

Upon your acceptance and approval, we will immediately release this subcontractor and/or vendor to proceed accordingly.

Please sign and return to my attention.

Sincerely,

[Signature]

Ken Lemarier
Project Manager

This Letter of Recommendation to Award is accepted, and I authorize Harvey Construction to enter into a contract agreement.

Nashua School District Date:

Cc: Kathy Miskoe – Harvey Construction
    Carl Dubois – Harvey Construction
    Richard Dowd – Nashua School District
    File
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**Total Cost:** $72,150.00
PROPOSAL
MARVELL GLASS
141 Daniel Webster Highway
Merrimack, NH 03054
Phone: 603-889-0212 Fax: 603-889-8380
www.marvellglass.com

Proposal Submitted To:
Name: Harvey Construction
10 Harvey Road
Bedford, NH 03110-6005

Date: 5/29/20
Phone: 624-4600 Fax: 883-8651
Job Name: Pennichuck Middle School
Location: Nashua, NH

Attn: John Beaver

We hereby submit specifications and estimates for:
The installation of a bullet resistant window assembly, glass and glazing at HM frames at the Pennichuck Middle School Security Vestibule project, 207 Manchester St., Nashua, NH.

Qualifications:
[1] US Bullet Proofing - Model USAW400 interior UL 752 level III BR rated transgation window (1) at 34 1/2" x 42" tall complete with a USDA100 series steel frame (1) and HAVENT #SC-350 series 2-way communication device (1):

A) Unit is factory glazed with 1.21" thick, level III BR rated glass-glazed polycarbonate in-fill (1). $12,345.00

B) Spectrum III anodized aluminum colored caulking at new aluminum frame perimeters, weather-stripping and gasketing as required.

C) 3/8" thick SG4 series rated glass installed at interior HM door #B103, fixed HM frame type "C" (1) and type "001" (1) as well as at existing HM framed interior vestibule B100 (3 pairs of doors) - new glass stops by others if needed at existing HM doors (17 total lites of glass).

D) Materials, labor and equipment for installation included.

E) Approximate lead time for materials qualified above is 10-12+ weeks after receipt of approved submittals and verification of opening sizes.

Exclusions: Off hour installation, new aluminum doors at vestibule BL100 (see alternate #1 listed below). SG4 type glass at exterior pairs of doors at vestibule B100, different materials or scope than qualified above, preparation of openings, all demolition work, non-qualified flashing, wood blocking, hollow metal doors/frames/kits (glass and glazing only), fire rated glass, tinted/low-iron/filmed glass, payment bonds, CAD submittal drawings, LEED provisions, mock-up frames, insulation (spray or batt), non-qualified electrical hardware/wiring/connections and final cleaning.

Alternates:
[2] Kawneer 500 medium stile, single acting, non-thermal, interior aluminum swing doors with 10" tall bottom rails at three (3) new pairs of swing doors at 8' x 7' x 1 1/4" each in a factory standard finish at vestibule B100 to replace existing HM doors - demolition work and preparation of openings by others:

A) ADA standard 1/4" tall x 4" wide mill finish aluminum thresholds (3) and surface applied brush stile door sweeps (6)

B) LCN 4041 surface mounted, manually operated overhead door closers (6) at new manually operated vestibule aluminum doors with drop plate used for parallel arm installation in a clear or bronze finish.

C) Continuous geared, mortise stile Rotol door hinges at all new aluminum swing doors (6)

D) Von Duprin 33 series concealed vertical rod exit devices (6) for emergency egress in clear finish with construction core keyed cylinders (3).

E) 2" x 4" non-thermal immediate door frame packages (3) with no transoms or side lites.

F) Glazed with 3/8" SG4 series rated glass carried above for HM doors if ETR and as manufactured by the specified vendor, School Guard Glass.

- Furnished and Installed - Add +$29,675.00 to the base price listed below.

[3] Horton 7100 series auto door operators in lieu of the manually operated closers qualified above (#1B):

- Furnished and Installed - Add +$2,130.00 per operator to alternate #1 listed above - all electrical wiring and connections by others. Alternate/allowance

- Thermally broken aluminum swing doors in lieu of the non-thermal, doors qualified above (#1) if required.

[4] HES 9400 series electric strikes installed at aluminum door frames for electrical wiring and connection by others.

- Furnished and Installed - Add +$555.00 each to alternate #1 listed above. Alternate/allowance

*Pricing is based on information and materials listed; subject to review. Hardware sets quoted to match Sunset Heights School completed a few years back.

We propose to hereby furnish material and labor - complete in accordance with above specifications. for the sum of: Twenty-Eight Thousand, Nine Hundred and Ninety-Five Dollars and 00/100 cents $28,995.00

Payment to be made as follows: Net 30 Days.
Interest will be charged at 1.2% per month on all past due invoices. All legal and collection fees incurred for the collection of this contract will be paid by the said individual corporation to whom proposal is submitted and accepted.
We reserve the right to file mechanics, materialman's or sub-liens against individual corporation contractor on real property on work, materials, equipment and materials performed by us.

All material is guaranteed to be as specified. All work completed in a Workplace like manner according to standard practices. Any alteration or deviation from the above specifications involving costs will be executed on written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes accidents or delays beyond our control. Owners to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workers' Compensation insurance.

Agreement 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

PLEASE SIGN AND RETURN ONE COPY

[Signature]
[Signature]
[Signature]

Date

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

[Notation]
Ken Lemarier

From: Chris Brown <cbrown@galaxyglass.biz>
Sent: Thursday, May 28, 2020 2:57 PM
To: John Beaver
Subject: RE: Request for Pricing – Pennichuck MS Security Vestibule

John,

Pricing options for the Pennichuck MS Secure Vestibule...

Level 3 Transaction Window: $7,500
To furnish and install (1) USAW 400 Level 3 window with 2-way communicator, counter and deal tray as manufactured by US Bullet Proofing. Transaction window shall be furnished in a clear anodized finish complete with accessories, gaskets, perimeter silicone sealants and 1.21” thick glass clad polycarbonate infill.

Interior Vestibule Option 1A - New Interior Vestibule Entrances: $53,775
To furnish and install exactly (3) pairs of wide stile 500 series non-thermal aluminum entrances as manufactured by Kawneer or equal at interior vestibule. Aluminum entrances shall be furnished in a standard painted finish complete with accessories, gaskets, finish hardware and 9/16” CHILDGARD secure glazing. Please note an allowance has been carried for electrified hardware for access control, i.e. exit device, locks, strikes, power transfers & power supplies. Card readers, motion sensor, door switch/release buttons or automatic operators would be by others.

Interior Vestibule Option 1B - CHILDGARD Secure Glazing at Existing Interior Entrances: $10,875
To furnish and install 9/16” CHILDGARD secure glazing at the (12) lites within existing interior vestibule hollow metal entrances. Metal stops or hollow metal components needed to allow existing entrances to receive 9/16” glazing shall be but others.

Please let me know if you need anything else or have any questions.

Thanks,

Chris Brown
Estimator

GGA

300 E. Industrial Park Drive
Manchester, NH 03109
Office: 603.626.1800 x 32
Fax: 603.626.1830
cbrown@galaxyglass.biz
June 3, 2020

Shawn Smith
Plant Operations Manager
Nashua School District
38 Riverside Drive
Nashua, NH 03062

Re: Nashua School District – Pennichuck Middle School
    Nashua, NH
    Letter of Recommendation for Award – Security Vestibule Transaction Window

Dear Shawn,

I am hereby forwarding our "Letter of Recommendation to Award" for the scope of work being: Security Vestibule Transaction Window.

It is our intent to award the Security Vestibule Transaction Window scope of work to Marvell Glass of Merrimack, NH in the amount of Twelve Thousand, Three Hundred Forty-Five Dollars and Zero Cents ($12,345.00).

This value represents the remainder of the glass scope at the transaction window only. The balance of the scope – to be performed by Marvell Glass – has been submitted for review under separate cover.

Upon your acceptance and approval, we will immediately release this subcontractor and/or vendor to proceed accordingly.

Please sign and return to my attention.

Sincerely,

[Signature]

Ken Lemarier
Project Manager

This Letter of Recommendation to Award is accepted, and I authorize Harvey Construction to enter into a contract agreement.

____________________________________
Nashua School District                Date:

Cc: Kathy Miskoe – Harvey Construction
    Carl Dubois – Harvey Construction
    Richard Dowd – Nashua School District
    File
<table>
<thead>
<tr>
<th>Harvey Construction</th>
<th>Sheet Tabulation Sheet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade: Aluminum &amp; Glass</td>
<td>Co. MARVELL</td>
</tr>
<tr>
<td>Spec. Sections:</td>
<td>Co. GALAXY</td>
</tr>
<tr>
<td>Scope Check List</td>
<td>Contact ADAM</td>
</tr>
<tr>
<td>Addendum</td>
<td>Phone: 589-9230</td>
</tr>
<tr>
<td>Base Price</td>
<td>Contact CHRIS</td>
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**134800**

<table>
<thead>
<tr>
<th>Description</th>
<th>SD</th>
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<th>Notes</th>
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<tbody>
<tr>
<td>VESTIBULE R.R. PASS THRU</td>
<td></td>
<td>SEE BELOW</td>
<td>20,995.00</td>
</tr>
<tr>
<td>USA2 400</td>
<td>incl.</td>
<td>INCL</td>
<td>7,500.00</td>
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<tr>
<td>FINISH</td>
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<td>?</td>
<td>CLEAR ANODIZED</td>
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<tr>
<td>Level 3 B.R. Glass</td>
<td>incl.</td>
<td>1.25&quot; INCH</td>
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</tr>
<tr>
<td>Single or Multi Light?</td>
<td>SINGLE</td>
<td>SINGLE</td>
<td></td>
</tr>
<tr>
<td>Deal tray 12&quot; x 10&quot; x 1-3/8&quot;</td>
<td>PER SPEC</td>
<td>incl.</td>
<td>10-12 weeks</td>
</tr>
<tr>
<td>CUSTOM Deal tray 18&quot; x 10&quot; x 1-3/8&quot;</td>
<td>?</td>
<td>?</td>
<td></td>
</tr>
<tr>
<td>2-way comm. Device</td>
<td>incl.</td>
<td>10-12 weeks</td>
<td></td>
</tr>
<tr>
<td>LEAD TIME AFTER APPROVALS</td>
<td>16-12 weeks</td>
<td></td>
<td></td>
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</tbody>
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**88000**

<table>
<thead>
<tr>
<th>Glass Type</th>
<th>Door B103, B103 &amp; BL101 (New Office Entry)</th>
<th>Int. Vestibule Doors (3pr)</th>
</tr>
</thead>
<tbody>
<tr>
<td>6 pcs</td>
<td>SG4 3/8&quot;</td>
<td>NOT INCLUDED</td>
</tr>
<tr>
<td>12 pcs</td>
<td>SG4 3/8&quot;</td>
<td>CHILDGUARD $</td>
</tr>
<tr>
<td>Caulking</td>
<td>INCL.</td>
<td>INCL.</td>
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</table>

**BASE SCOPE Total**

<table>
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<tr>
<th>Description</th>
<th>SD</th>
<th>Estimate</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aluminum Entrances</td>
<td>NO SPEC</td>
<td>medium stile</td>
<td>wide stile</td>
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<tr>
<td>Replace Int. Vestibule DOORS &amp; H/W ARE B100</td>
<td>3 pr.</td>
<td>$ -</td>
<td>$ 20,995.00</td>
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<tr>
<td>Door Hardware</td>
<td>INCLUDED</td>
<td>INCLUDED</td>
<td></td>
</tr>
<tr>
<td>Auto Operators</td>
<td>? unknown scope</td>
<td>$2,190.00 ea.</td>
<td>ALLOWANCE (PER DOOR)</td>
</tr>
<tr>
<td>Electric Strike</td>
<td>? unknown scope</td>
<td>$835.00 ea.</td>
<td>ALLOWANCE (PER DOOR)</td>
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**TOTAL**

| | $ - | $ 28,995.00 | $ 18,375.00 |
| | $ - | $ 28,978.00 | $ 83,775.00 |

$12,345.00
PROPOSAL
MARVELL GLASS
141 Daniel Webster Highway
Merrimack, NH 03054
Phone: 603-889-0212  Fax: 603-889-8380
www.marvellglass.com

Attn: John Beaver

We hereby submit specifications and estimates for:
The installation of a bullet resistant window assembly, glass and glazing at HM frames at the Pennichuck Middle School Security Vestibule project, 207 Manchester St., Nashua, NH.

Qualifications:

#1] US Bullet Proofing - Model USAW400 Interior UL 752 level III BR rated transaction window (1) at 3'4" ½" x 42" tall complete with a USDA100 series deal tray (1) and HAVEN #8C-350 series 2-way communication device (1);
A) Unit is factory glazed with 1.21" thick, level III BR rated glass-clad polycarbonate in-fill (1). $32,245.00

#3] 3/8" thick SG4 series rated glass installed at interior HM door #B103, fixed HM frame type "3" (1) and type "003" (1) as well as at existing HM framed interior vestibule B100 (3 pairs of doors) - new glass stops by others if needed at existing HM doors (17 total lines of glass).

#4] Materials, labor and equipment for installation included.

#5] Approximate lead time for materials qualified above is 10-12+ weeks after receipt of approved submittals and verification of opening sizes.

Exclusions: Off hour installation, new aluminum doors at vestibule B100 (see alternate #1 listed below). SG4 type glass at exterior pairs of doors at vestibule B100, different materials or scope than qualified above, preparation of openings, all demolition work, non-qualified flashing, wood blocking, hollow metal doors/frames/kits (glass and glazing only), fire rated glass, tinted/low iron/filmed glass, payment bonds, CAD submittal drawings, LEED provisions, mock-up frames, insulation (spray or batt), non-qualified electrical hardware/wiring/connections and finish cleaning.

Alternates:

#1] Kawneer 500 medium stubs, single acting, non-thermal, interior aluminum swing doors with 10" full bottom rails at three (3) new pairs of swing doors at 6' x 7' x 1 1/4 each in a factory standard finish at vestibule B100 to replace existing HM doors - demolition work and preparation of opening by others:
A) ADA standard ½" tall x 4" wide mill finish aluminum thresholds (3) and surface applied brush stile door sweeps (6).
B) 1-CN 4041 surface mounted, manually operated overhead closers (6) at new manually operated vestibule aluminum doors with drop plate used for parallel arm installation in a clear or bronze finish.
C) Continuum geared, mortise stile Rotom door hinges at all new aluminum swing doors (6).
D) Von Duprin 33 series concealed vertical rod exit devices (6) for emergency egress in clear finish with construction core keyed cylinders (3).
E) 2" x 4 ½" non-thermal intermediate door frame packages (3) with no transoms or side lites.
F) Glazed with 3/8" SG4 series rated glass carried above for HM doors if ETR and as manufactured by the specified vendor, School Guard Glass.
- Furnished and installed - $29,675.00 the base price listed below.

#2] Horton 7100 series auto door operators in lieu of the manually operated closers qualified above (#1B).
- Furnished and installed - +$2,150.00 / per operator to alternate #1 list above - all electrical wiring and connections by others. Alternate/allowance

#3] Thermally broken aluminum swing doors in lieu of the non-thermal doors qualified above (#1) if required.
- Furnished and installed - +$6,900.00 / to alternate #1 listed above (+6-8 week added lead time for this option).

#4] HES 9400 series electric strikes installed at aluminum door frames for electrical wiring and connection by others.
- Furnished and installed - +$535.00 / each to alternate #1 listed above. Alternate/allowance

*Pricing is based on information and materials listed; subject to review. Hardware sets quoted to match Sunset Heights School completed a few years back.

We propose to hereby furnish material and labor - complete in accordance with above specifications, for the sum of Twenty-Eight Thousand, Nine Hundred and Ninety-Five Dollars and 00/100 cents .................................................. $28,995.00

Payment to be made as follows: Net 30 Days.

Interest will be charged at 1 1/2% per month on all past due invoices. All legal and collection fees incurred for the collection of this contract will be paid by the said individual corporation to whom proposal is submitted and accepted.

We reserve the right to file mechanics, materialmen’s or file liens against individual corporation contractor/poerty owner/property on real property for work performed, equipment and materials furnished by us.

Authorized Signature

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

Date

PLEASE SIGN AND RETURN ONE COPY
Ken Lemarier

From: Chris Brown <cbrown@galaxyglass.biz>
Sent: Thursday, May 28, 2020 2:57 PM
To: John Beaver
Subject: RE: Request for Pricing - Pennichuck MS Security Vestibule

John,

Pricing options for the Pennichuck MS Secure Vestibule...

**Level 3 Transaction Window: $7,500**
To furnish and install (1) USAW 400 Level 3 window with 2-way communicator, counter and deal tray as manufactured by US Bullet Proofing. Transaction window shall be furnished in a clear anodized finish complete with accessories, gaskets, perimeter silicone sealants and 1.21” thick glass clad polycarbonate infill.

**Interior Vestibule Option 1A - New Interior Vestibule Entrances: $53,775**
To furnish and install exactly (3) pairs of wide stile 500 series non-thermal aluminum entrances as manufactured by Kawneer or equal at interior vestibule. Aluminum entrances shall be furnished in a standard painted finish complete with accessories, gaskets, finish hardware and 9/16” CHILDGARD secure glazing. Please note an allowance has been carried for electrified hardware for access control, i.e. exit device, locks, strikes, power transfers & power supplies. Card readers, motion sensor, door switch/release buttons or automatic operators would be by others.

**Interior Vestibule Option 1B - CHILDGARD Secure Glazing at Existing Interior Entrances: $10,875**
To furnish and install 9/16” CHILDGARD secure glazing at the (12) lites within existing interior vestibule hollow metal entrances. Metal stops or hollow metal components needed to allow existing entrances to receive 9/16” glazing shall be but others.

Please let me know if you need anything else or have any questions.

Thanks,

Chris Brown

*Estimator*

![GGA Logo]

300 E. Industrial Park Drive
Manchester, NH 03109
Office: 603.626.1806 x 32
Fax: 603.626.1830
cbrown@galaxyglass.biz

---

From: John Beaver [mailto:jbeaver@hccnh.com]
Sent: Thursday, May 21, 2020 9:08 AM
To: Chris Brown <cbrown@galaxyglass.biz>
Subject: RE: Request for Pricing - Pennichuck MS Security Vestibule
June 3, 2020

Richard Dowd
Joint Special School Building Committee, Chairman
Nashua School District
38 Riverside Drive
Nashua, NH 03062

Re: Nashua School District – Pennichuck Middle School
Nashua, NH
Letter of Recommendation for Award – Architectural Millwork

Dear Richard,

I am hereby forwarding our “Letter of Recommendation to Award” for the scope of work being: Architectural Millwork.

It is our intent to award the Architectural Millwork scope of work to Aubin Woodworking, Inc. of Bow, NH in the amount of Twenty Thousand, Six Hundred Seventy-One Dollars and Zero Cents ($20,671.00). Please note that due to the condensed bid period, only one bid was able to be procured for this recommendation. Attached is the associated backup for your review.

Upon your acceptance and approval, we will immediately release this subcontractor and/or vendor to proceed accordingly.

Please sign and return to my attention.

Sincerely,

[Signature]
Ken Lemarier
Project Manager

[Signature]
Nashua School District
Date: June 3, 2020

This Letter of Recommendation to Award is accepted, and I authorize Harvey Construction to enter into a contract agreement.

Cc: Kathy Miskoe – Harvey Construction
    Carl Dubois – Harvey Construction
    Shawn Smith – Nashua School District
    File
June 3, 2020

Richard Dowed  
Joint Special School Building Committee, Chairman  
Nashua School District  
38 Riverside Drive  
Nashua, NH 03062

Re: Nashua School District – Pennichuck Middle School  
Nashua, NH  
Letter of Recommendation for Award – Demolition

Dear Richard,

I am hereby forwarding our “Letter of Recommendation to Award” for the scope of work being: Demolition.

It is our intent to award the Demolition scope of work to Advanced Building Services, Inc. of Salem, NH in the amount of Six Thousand, Two Hundred Dollars and Zero Cents ($6,200.00). Attached is the bid comparison and associated backup for your review.

Upon your acceptance and approval, we will immediately release this subcontractor and/or vendor to proceed accordingly.

Please sign and return to my attention.

Sincerely,

[Signature]
Ken Lemarier  
Project Manager

---

This Letter of Recommendation to Award is accepted, and I authorize Harvey Construction to enter into a contract agreement.

Nashua School District

Date:

Cc: Kathy Miskoe – Harvey Construction  
Carl Dubois – Harvey Construction  
Shawn Smith – Nashua School District  
File
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<td>Scope Check List</td>
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<td>Addendum</td>
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**BREAKOUT PRICE - SECURE VESTIBULE & OFFICE (B106, 109, 109)**

<table>
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<tr>
<th>Selective Demolition per prelim. drawing A11-3 dated 5/1/2020</th>
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<tr>
<td>Cut/Cap/Make-Safe MEP/FP services</td>
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**Total**

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<tr>
<th></th>
<th>$ -</th>
<th>$ -</th>
<th>$ 6,200.00</th>
<th>$ 8,500.00</th>
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</thead>
</table>

Notes
May 28, 2020

Harvey Construction
10 Harvey Road
Bedford, NH 03110

Attention: John Beaver

Re: Pennichuck School – Vestibule Project

Demolition and disposal of the following per plans dated 5/11/20.
- Millwork
- Divider wall
- Doors and frames
- Glazing
- Portion of CMU wall
- Floor finish

Work to be completed regular hours Monday – Friday.

Price includes all supervision, labor, materials, tools, equipment, transportation, disposal, taxes and insurance necessary to complete work.

Excludes
- Demolition permit
- Electrical make safe

We propose to furnish the above in accordance with the noted specifications. This will be done for the sum of $ Six Thousand Two Hundred Dollars ($6,200.00)

Payment is to be made as follows: Net-10 Days.

COMPANY: Harvey Construction

BY: __________________________
    Authorized Signature

Respectfully Submitted,
ADVANCED BUILDING SYSTEMS, INC.

BY: __________________________
    William Shea, President

DATE: __________________________

Note: Acceptance of the above price, specifications and conditions are satisfactory and are hereby acknowledged. Advanced Building Systems, Inc. is authorized to work as specified. Payment will be outlined above. A finance charge of 1 1/2% per month after 30 days, plus collection costs and attorney fees, will be applied.

Note: This proposal may be withdrawn by us if not accepted within 30 days.
April 24, 2020

John Beaver
HARVEY CONSTRUCTION
10 HARVEY ROAD
BEDFORD, NH 03110

Re: Pennichuck Middle School, SD Budget, Nashua, NH

John,

Thank you for the opportunity to bid on the Pennichuck Middle School, SD Budget, Nashua, NH project for your firm. Please review the following quote and contact me with any questions you may have. In order to safeguard our partners and clients under the new OSHA Silica Standard (OSHA 29 CFR 128.1153), EnviroVantage has implemented required compliance processes in the performance of our assigned scope of work to manage liability and risk to all project teams and the public.

Our budget proposal is for the select demolition for the Pennichuck Middle School renovation project. Scope is based on preliminary drawings A05-1, Alternate #1 drawing A11-2 and roof plan A15-1 as well as emailed take-offs John Beaver depicting exterior work and sawcut and slab removal not shown on drawings produced by Harriman Associates and dated April 9, 2020. Addendum #1 - #4 received.

**BUDGET QUOTATION**

*Base Bid: Cost of labor, material, equipment and disposal: $277,600.00*

**Breakout pricing for Rooms B100, B102 and B103 (not included in base bid): $8,600.00**

*Add Alternate #1: $20,500.00*

**Description of work to be performed: Demo:**

- GC/Owner to provide NESHAP survey prior to demo
- Supply properly trained supervisor and workers
- Supply proper fall protection while working
- Supply proper PPE for EnviroVantage employees
- Adhering to OSHA 29 CFR 1926.1153
- 'Silica Exclusion Zone' begins where silica action level (25ug/m3) is met
- Dumpster to be placed on site
- **Remove and dispose of identified items to be demolished**
  - Excludes work at roof except as depicted on drawing A15-1 for removal of flashing and curbing for new additions
  - Excludes and excavation/trenching, backfill, compaction, or concrete replacement
  - Adhesives to be scraped of highpoints only. Some residual will remain
  - Excludes work outside of footprint except as specified per John Beaver email dated Wednesday April 22, 2020 depicting removal of 2 portable ramps and stairs, existing metal, fence near entrance stairs to gym, stairs to 2nd floor Gym, canopy at chorus addition and soffit/overhangs for new additions
- All MEP's to be cut, capped, dropped and made safe by appropriate trades
- Owner/GC responsible for slab X-Ray to identify existing obstacles prior to slab cutting
• Properly dispose of materials generated
• No removal of any structural components
• No shoring or temporary bracing included in quote
• Remove identified walls, ceilings and floor coverings per specification
• Saw cutting as required for trenching/demolition
• Cut concrete slab and remove block
• Supply proper documents

Quotation Notes:
• Owner/GC responsible for any additional city and town permits
• Owner/GC to provide staging and access
• Owner/GC to provide temporary protection at the end of each day if required
• Owner/GC to supply access to work area, water, and electricity throughout duration of project (20 AMPS per 1,000 SF is minimum required)
• Owner/GC to salvage items prior to start of demo
• Layout and mark out by Owner/GC
• Exclude coring and cutting for MEP's
• Excludes any/all masonry toothing or installation of lintels
• Excludes all hazardous materials
• Excludes any/all excavation, dewatering, backfilling, compacting and finish grading
• Excludes any/all trenching
• Excludes any/all fencing
• Excludes any/all disconnection of utilities
• Excludes any/all engineering
• EnviroVantage will not be held responsible for lawn and site damage
• EnviroVantage carries standard $8 million pollution insurance
• No performance and payment bond included
• Not based on Davis Bacon rates
• Excludes any/all dewatering
• Lock out/tag out by Owner/GC
• Owner/GC to provide temporary dust/construction partitions if required

Quotation Exclusions:
• This quote is based on doing our scope of work multiple mobilizations per preliminary schedule
• If additional mobilizations, due to conditions outside of EV's control, are required there will be an additional charge of $1,800.00 per mobilization
• This quote is based on straight time
• This quote is based on preliminary project schedule represented at bid time
• Any project schedule changes made after the date of this proposal will require a review of our estimated cost
• For equipment requiring a flat bed trailer, requested after time of bid, an added cost of $4,500.00 will be required for labor and transportation for mobilization and demobilization

General Information

EnviroVantage is an award winning Specialty and licensed Environmental Contractor with over 30 years of experience and success with projects of this nature, including many of New England’s most recognizable landmark projects. We’ve achieved that level of accomplishment through our continued desire to go above and beyond the standards for excellence.
expectations of our clients with high quality workmanship, teamwork, communication, dedication to safety and environmental responsibility. We are committed to doing what it takes to get the project done right the first time. For further information on the benefits of working with us, visit our website at www.envirovantage.com.

I appreciate your interest in doing business with EnviroVantage and thank you for your consideration. We look forward to working with you and being a valuable part of your project team.

Feel free to contact me with any questions.

Sincerely,

Jason

Jason LaBraude
Sales

629 Calef Highway, Epping, NH 03042
800.640.5323 | www.EnviroVantage.com
jasonl@envirovantage.com

Office: 603-679-9682
Cell:603-765-1221
Toll-Free: 800-640-5323
2014 & 2015 Business of the Year
www.EnviroVantage.com

Terms and Conditions:
The above price(s), specifications and conditions are satisfactory and are hereby accepted.
EnviroVantage is authorized to perform the work as of _________________ 2020
Payment Terms: Net 30
Overdue payments will bear interest at two (2) percent per month. Costs of collecting overdue invoices, including reasonable attorney’s fees will be added to the invoice for collection.

Authorized Signature: ____________________________________________
*Price quoted is only valid for 30 days after date of proposal. Signature required prior to start of project.

QID: 23722
June 3, 2020

Richard Dowd
Joint Special School Building Committee, Chairman
Nashua School District
38 Riverside Drive
Nashua, NH 03062

Re: Nashua School District – Pennichuck Middle School
Nashua, NH
Letter of Recommendation for Award – Demolition

Dear Richard,

I am hereby forwarding our “Letter of Recommendation to Award” for the scope of work being: Demolition.

It is our intent to award the Demolition scope of work to Advanced Building Services, Inc. of Salem, NH in the amount of Six Thousand, Two Hundred Dollars and Zero Cents ($6,200.00). Attached is the bid comparison and associated backup for your review.

Upon your acceptance and approval, we will immediately release this subcontractor and/or vendor to proceed accordingly.

Please sign and return to my attention.

Sincerely,

Kem Lamarier
Project Manager

[Signature]
Nashua School District

Date: June 3, 2020

Cc: Kathy Miskoe – Harvey Construction
Carl Dubois – Harvey Construction
Shawn Smith – Nashua School District
File
June 3, 2020

Richard Dowd  
Joint Special School Building Committee, Chairman  
Nashua School District  
38 Riverside Drive  
Nashua, NH 03062

Re: Nashua School District – Pennichuck Middle School  
Nashua, NH  
Letter of Recommendation for Award – Architectural Millwork

Dear Richard,

I am hereby forwarding our “Letter of Recommendation to Award” for the scope of work being: Architectural Millwork.

It is our intent to award the Architectural Millwork scope of work to Aubin Woodworking, Inc. of Bow, NH in the amount of Twenty Thousand, Six Hundred Seventy-One Dollars and Zero Cents ($20,671.00). Please note that due to the condensed bid period, only one bid was able to be procured for this recommendation. Attached is the associated backup for your review.

Upon your acceptance and approval, we will immediately release this subcontractor and/or vendor to proceed accordingly.

Please sign and return to my attention.

Sincerely,

[Signature]

Ken Lemarier  
Project Manager

This Letter of Recommendation to Award is accepted, and I authorize Harvey Construction to enter into a contract agreement.

__________________________  __________________________
Nashua School District Date:

Cc: Kathy Miskoe – Harvey Construction  
Carl Dubois – Harvey Construction  
Shawn Smith – Nashua School District  
File
# Estimate

**Aubin Woodworking, Inc.**

359 River Road Unit 15  
Bow, NH 03304  
(603) 224-5512  Fax: (603) 230-9694

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

**DATE** | **ESTIMATE #**
---|---
5/28/2020 | 12595

---

**QUOTE VALID FOR 30 DAYS**

---

**PROJECT**

Pennichuck Secure Vest. & Main Office

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>UNIT PRICE</th>
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</thead>
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<td>Furnish millwork and casework per Dwg. A11-3 dated 5/11/20 from Harriman Assoc. See attached AWI take-off for details of scope quoted.</td>
<td>1</td>
<td>18,126.00</td>
<td>18,126.00</td>
</tr>
<tr>
<td>Installation</td>
<td>Delivery and installation of above Millwork scope.</td>
<td>1</td>
<td>2,545.00</td>
<td>2,545.00</td>
</tr>
</tbody>
</table>

Notes:  
- Casework is quoted with Laminate interiors.

---

**LEAD TIME IS 4-6 WEEKS UPON RECEIPT OF P.O., APPROVALS & COLORS**

<table>
<thead>
<tr>
<th>TOTAL</th>
<th>$20,671.00</th>
</tr>
</thead>
</table>

---
**Pennichuck Secure Vestibule & Main Office Reno**

*Cabinets are to be Plastic laminate Construction w/ Laminate Interiors.*

<table>
<thead>
<tr>
<th>Room#</th>
<th>Elev.# / Pg.#</th>
<th>Item Type</th>
<th>Item Dim.</th>
<th>Qty.</th>
<th>Notes:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Off. Waiting - B106/A6/A11-3 (D1/A11-3)</td>
<td></td>
<td>Corian Top, Group C</td>
<td>1 1/2&quot;t x 7 1/2&quot;d x 2&quot;f</td>
<td>1 Continues pass well into corner (7'-6&quot;) total length.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Die-Wall, Lam/Ply</td>
<td>42&quot;</td>
<td>2.5 w/ reveals</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lam Panel</td>
<td>3/4&quot;t x SF</td>
<td>19.25 w/ reveals &amp; z-clips</td>
<td></td>
</tr>
<tr>
<td>Main Office - B102</td>
<td>B4-6/A11-3 (C2/A11-3) (D2-5/A11-3)</td>
<td>Corian Trans. Top, Gro</td>
<td>1 1/2&quot;t x 10&quot;d x 5'-7&quot;</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Die-Wall, Lam/Ply</td>
<td>42&quot;</td>
<td>6 w/ reveals</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Forbo Tack Panel</td>
<td>1/2&quot;t x 12&quot;h</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Corian Top, Group C</td>
<td>1 1/2&quot;t x varies x 9'-1&quot;</td>
<td>1 w/ 2&quot; loose spl.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Die-Wall, Lam/Ply</td>
<td>30&quot;</td>
<td>4 w/ reveals</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Open Cab, Lam.</td>
<td>30&quot;w x 30&quot;h x 24&quot;d</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2dw Ped. Base, Lam.</td>
<td>16&quot;w x 30&quot;h x 24&quot;d</td>
<td>2 w/ locks</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Lam. Apron</td>
<td>3/4&quot;t x 3&quot;h</td>
<td>13.5</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>A&amp;M Mill. Support Brkt</td>
<td>15&quot;x21&quot;</td>
<td>4 w/ cleat</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Ply. Cleat</td>
<td>3/4&quot;t x 2.5&quot;</td>
<td>50</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Grommet</td>
<td>3&quot;dia.</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>B3/A11-3 (C4/A11-3)</td>
<td></td>
<td>Corian Top, Group C</td>
<td>1 1/2&quot;t x 19&quot;d x 7'-8&quot;</td>
<td>1 w/ 2&quot; loose spl.</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Open Cab, Lam.</td>
<td>30&quot;w x 30&quot;h x 18&quot;d</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Scribe</td>
<td>1&quot;</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Vest - B100</td>
<td>A3/A11-3 (C6/A11-3)</td>
<td>Corian Trans. Top, Gro</td>
<td>1 1/2&quot;t x 5&quot;d x 3'-4&quot;</td>
<td>1 w/ 4&quot; coved apron</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Corian Trans. Top, Gro</td>
<td>1 1/2&quot;t x 15&quot;d x 3'-4&quot;</td>
<td>1 w/ 4&quot; coved apron</td>
<td></td>
</tr>
<tr>
<td>Alcove - B102A</td>
<td>A5/A11-3 (C5/A11-3)</td>
<td>Lam Shelf, 3mm PVC E</td>
<td>1&quot;t x 16&quot;d x 96&quot;</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>KV 82 Std</td>
<td>78&quot;h</td>
<td>4 white</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>KV 182 Brkt</td>
<td>14 1/2&quot;d</td>
<td>16 white</td>
<td></td>
</tr>
<tr>
<td>Misc. Trim</td>
<td>Vest - B100</td>
<td>Maple Casing, Stained</td>
<td>3/4&quot;t x 2 1/2&quot;w x 18&quot;</td>
<td>1</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Maple Ext. Jamb, Staine</td>
<td>3/4&quot;t x 7&quot;d x 18&quot;</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>
NASHUA
Gateway to the Future

PURCHASE ORDER NUMBER
157012
This number must appear on all invoices, packages, cartons, bill of lading and packing slips.

06/16/2020

Vendor:
16670
ALLIED UNIVERSAL TECHNOLOGY
14900 LANDMARK BLVD
SUITE 350
DALLAS TX 75254

Tracy Masse

Bill To:
NASHUA SCHOOL DISTRICT
ATTN: ACCOUNTS PAYABLE
141 LEDGE STREET
NASHUA NH 03060
nsdaccountspayable@nashua.edu

Ship To:
NASHUA SCHOOL DISTRICT
141 LEDGE STREET
NASHUA NH 03060
Attn: JSSBC

Buyer: ANN GAUTHIER
Phone: 603-966-1000
Requester: SHARON FROTHINGHAM
Requisition: 64750

<table>
<thead>
<tr>
<th>LINE</th>
<th>QTY</th>
<th>UOM</th>
<th>DESCRIPTION</th>
<th>Unit Price</th>
<th>Extended Price</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>3,587.89</td>
<td>EA</td>
<td>35801-1-0 Security Upgrades to FMS MS Project</td>
<td>1.00</td>
<td>3,587.89</td>
</tr>
</tbody>
</table>

Purchase Order Summary

Order Total: $3,587.89

Total Amount: $3,587.89

This purchase order is subject to the City of Nashua Standard Terms and Conditions, which are available on the City's website at www.nashuanh.gov/purchasing

Daniel Donohue
Chief Operating Officer/Business Director

COPY
Page: 1 of 1

Duplicate Copy
Not Valid
Safety & Security Solution Proposal

NSD - Fairgrounds Middle School
27 Cleveland St
Nashua, NH 03060-4408

June 10, 2020
Christopher Lessard

Main Office Equipment Relocation
Proposal Submitted
By

Allied Universal
Technology Services

Proposal No. 35801-1-0
One Corporate Drive, Suite 3
Andover, MA 01810
Main Office Equipment Relocation
Statement of Work

Place of Performance
NSD - Fairgrounds Middle School
27 Cleveland St
Nashua, NH 03060-4408

Primary Point of Contact
Christopher Lessard
NSD - Fairgrounds Middle School
+1 (832) 250-9358

Background
Allied Universal Technology Services (AUTS) is pleased to present the following proposal to relocate (2) Aiphone Master Stations & (4) duress switches to the temp Main Office located at 27 Cleveland Street, Nashua, NH

Task
- Relocate (2) Aiphone Master Stations
- Relocate (4) duress switches.

Scope of Work

- **AUTS** to remove (2) Aiphone Master Stations from the Main Office desks to the new temp office located across the hallway. AUTS to rework the existing cables to the new locations. AUTS assumes that the existing equipment & cables are in good working condition. Any equipment in need of repair or replacement will be quoted separately.

- **AUTS** to remove (4) duress switches from the Main Office to the new temp offices located across the hallway. AUTS to rework the existing cables to the new locations. AUTS assumes that the existing equipment & cables are in good working condition. Any equipment in need of repair or replacement will be quoted separately.

Period of Performance
Notification of scheduling will be provided by AUTS Operations Department upon award of quote.

Execution & Delivery
AUTS will work with NSD to schedule the remote training.

Customer/ Third-Party Furnished Property and Services
- Patch & Paint
- 120VAC Power at the master station locations
- All work will be performed during normal business hours Monday through Friday 7:00AM - 4:00PM and excludes holidays and weekends.

Project Performance Requirements
N/A
## Inclusions and Exclusions

<table>
<thead>
<tr>
<th>Include / Exclude</th>
<th>Include / Exclude</th>
</tr>
</thead>
<tbody>
<tr>
<td>AutoCad plans &amp; drawing files</td>
<td>✓</td>
</tr>
<tr>
<td>Submittals</td>
<td>✓</td>
</tr>
<tr>
<td>Permits</td>
<td>✓</td>
</tr>
<tr>
<td>System Training</td>
<td>✓</td>
</tr>
<tr>
<td>Network Cabling &amp; Infrastructure</td>
<td>✓</td>
</tr>
<tr>
<td>Telephone Line</td>
<td>✓</td>
</tr>
<tr>
<td>120vac Power</td>
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</tr>
<tr>
<td>Locking Hardware</td>
<td>✓</td>
</tr>
<tr>
<td>Stub-ups &amp; Back Boxes</td>
<td>✓</td>
</tr>
<tr>
<td>Back Boxes</td>
<td>✓</td>
</tr>
<tr>
<td>Conduit</td>
<td>✓</td>
</tr>
<tr>
<td>Coring</td>
<td>✓</td>
</tr>
<tr>
<td>Fire Stopping</td>
<td>✓</td>
</tr>
<tr>
<td>Patch &amp; Touch-up Paint</td>
<td>✓</td>
</tr>
<tr>
<td>Door/Frame Preparation</td>
<td>✓</td>
</tr>
<tr>
<td>Construction Equipment</td>
<td>✓</td>
</tr>
</tbody>
</table>
Main Office Equipment Relocation
Customer Number: 1009873
NSD - Fairgrounds Middle School
27 Cleveland St
Nashua, NH03060-4408

Contact: Christopher Lessard
Phone: 
Email: 

Proposal No.: 35801-1-0
Date: June 10, 2020
Your Reference: 
Valid To: 7/10/2020
Payment Terms: Net 30
Quoted By: Andrew Palladini
Phone: (978)-253-5055
Email: andrew.palladini@aus.com

Main Office Equipment Relocation.
Supplies & Materials:

<table>
<thead>
<tr>
<th>QTY</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Miscellaneous Equipment</td>
</tr>
</tbody>
</table>

Project Labor Schedule:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Installation</td>
</tr>
<tr>
<td>PM Internal</td>
</tr>
</tbody>
</table>

Investment Summary

Total Proposal Amount $3,587.89

Sales Tax will be included on the invoice at the time of billing if applicable.

This project requires 0% Mobilization (plus applicable taxes) prior to project start

Confidentiality Notice: This proposal includes data and proprietary information of Allied Universal Technology Services that is to remain confidential. Neither this proposal nor any of the information contained herein may be reproduced or disclosed under any circumstances without the express written permission of Allied Universal Technology Services. Please be aware that disclosure, copying, distribution or use of this proposal and the information contained herein is strictly prohibited.
Terms and Conditions of Sale

These Terms and Conditions (the “Terms”) govern the agreement of Securadyne Systems Intermediate LLC, a Delaware limited liability company d/b/a Allied Universal Technology Services with a principal place of business at 14900 Landmark Blvd., Suite 350, Dallas, TX 75254, and on behalf of its affiliates and subsidiaries (the “Company” or “We”), to provide Equipment and Services to the entity or person whose name appears in the Proposal (as defined below) to which these Terms are attached (the “Client” or “You”). The Terms are incorporated into and made a part of the Proposal. The Terms, the Proposal and any Rider(s) collectively form the “Agreement”.

In consideration of the mutual covenants herein and for other good and valuable consideration set forth below, the sufficiency of which is hereby acknowledged, Company and Client hereby agree as follows:

1. Definitions: Capitalized terms used throughout the Agreement shall have the meaning set forth below:
   a. “Affiliates” shall mean any corporation, firm or other entity that directly or indirectly, through one or more intermediates, controls, is controlled by, or is under common control with such party.
   b. “Client Premises” shall mean the Client locations wherein the Equipment and Services are provided.
   c. “Company Releasees” shall mean the Company and all of its present and future Affiliates, and all directors, officers, employees, contractors, agents, and representatives of any of the foregoing entities, and all successors and assigns of each of the foregoing persons or entities.
   d. “Effective Date” shall mean the effective date of this Agreement set forth in the Proposal or the date of the issuance of a purchase order or any other contractual document issued by the Client that indicates acceptance of the Company’s Proposal.
   e. “Equipment” shall mean the equipment and other products set forth in the Proposal and installed or supplied by the Company.
   f. “LSaaS Services” shall mean the licensed software-as-a-service based software, technology and other equipment as identified in the Proposal.
   g. “Monitoring Services” shall mean the Services pertaining to Company’s burglar, fire and/or environmental alarm and video monitoring as set forth in the Proposal.
   h. “Proposal” shall mean the proposal, along with any attached riders, between Company and Client to which the Terms are attached.
   i. “Service and Maintenance Services” shall mean the service and maintenance of the Equipment specified in any Proposal.
   j. “Services” shall mean the services identified in the Proposal or in the attached rider.
   k. “Systems” shall mean the computer hardware, other electronic or processing devices, and software installed or furnished by the Company.

2. Scope of Services:
   A. Client desires to receive from the Company and the Company shall provide to the Client the Equipment and Services set forth in the Proposal, together with any related Systems. All Services, the corresponding Systems and Equipment delivered and/or installed, and the fees and charges to be paid by Client for them, are set forth in the Proposal. Certain of the Services, Systems and Equipment may be provided by Affiliates or subcontractors of the Company and the Company shall be responsible thereunder for the performance of those Affiliates and subcontractors in every respect as if the provider was the Company itself. However, certain of the Services may be provided by the Company in conjunction with products or services developed, performed or manufactured by third parties (“Third Party Products and Services”). The Company shall have no responsibility for the performance of such Third Party Products and Services, including the maintenance, repair, proper function, and/or upgrading thereof, except as otherwise expressly set forth in the Proposal. The Services exclude routine or preventative maintenance to the Systems and the Equipment. Unless otherwise agreed in writing, all maintenance to the Systems and the Equipment performed by the Company shall be invoiced at its then-prevailing services rates, including such rates for work performed after hours and on weekends or holidays.
   B. The Agreement shall be governed by the general terms and conditions set forth in these Terms (“General Terms”), and the Company’s provision of the LSaaS Services, Monitoring, and Service and Maintenance Services shall be further governed by the terms and conditions available at https://www.aus.com/service-terms, unless Client has a Rider that has been executed by the parties and applies to such LSaaS Services and Monitoring Services.

3. Client Premises: Client shall provide and/or shall secure for Company adequate and uninterrupted access to the Client Premises to install the Equipment and/or provide the Services. Your local government(s) with jurisdiction over the Client Premises may require a license or permit for the installation, use or monitoring of the Systems or the Services. You are solely responsible for complying with such obligations and providing Company with any then current license or permit number.
4. Warranties and Undertakings:

A. SUBJECT TO THE PROVISIONS OF THE AGREEMENT, COMPANY WARRANTS THAT IT SHALL INSTALL THE EQUIPMENT IN A GOOD AND WORKMANLIKE MANNER. SUBJECT TO THE PROVISIONS OF THE AGREEMENT, IF ANY COMPONENT OF THE EQUIPMENT INSTALLED SHALL PROVE DEFECTIVE OR INOPERABLE UNDER NORMAL OPERATING CONDITIONS WITHIN ONE (1) YEAR FROM DATE OF INSTALLATION, COMPANY SHALL, AT ITS OPTION, EITHER REPAIR OR REPLACE THE AFFECTED COMPONENT AT NO ADDITIONAL COST TO CLIENT. COMPANY RESERVES THE RIGHT TO SUBSTITUTE OR INSTALL USED PARTS OR PARTS OF EQUAL QUALITY. CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY SHALL BE LIMITED TO, AND IN NO EVENT SHALL COMPANY BE RESPONSIBLE FOR MORE THAN, THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT. THE FOREGOING WARRANTY SHALL NOT APPLY TO ANY DAMAGE CAUSED BY ANY OF THE FOLLOWING (THE “EXCLUDED WARRANTY CONDITIONS”): ACCIDENT, VANDALISM, FLOOD, WATER, LIGHTNING, FIRE INTRUSION, ABUSE, MISUSE, ACTS OF GOD, CASUALTY, ELECTRICITY, ACTS OF TERRORISM OR WAR, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN COMPANY, ANY OTHER CAUSE BEYOND THE CONTROL OF COMPANY, OR ANY FAILURE OF CLIENT TO DULY COMPLY WITH THE PROVISIONS OF THE AGREEMENT. IF CLIENT DISCOVERS ANY DEFECT IN OR DAMAGE TO THE EQUIPMENT, CLIENT SHALL IMMEDIATELY CONTACT COMPANY IN WRITING OR BY TELEPHONE AND DESCRIBE THE NATURE OF THE DEFECT OR DAMAGE SO THAT WARRANTY SERVICE MAY BE RENDERED. COMPANY DOES NOT PROVIDE ANY WARRANTY FOR THIRD PARTY PRODUCTS AND SERVICES.

B. Client may purchase an Extended Limited Warranty for Equipment at Client’s discretion. Under the Extended Limited Warranty (if purchased), Company shall repair or, at its option, replace any part of the Equipment, including batteries, requiring such repair or replacement due to ordinary wear and tear or malfunction (excluding any Excluded Warranty Conditions). Client may purchase an Extended Limited Warranty after initial installation of the Equipment, provided that all Equipment is in good working condition (as determined by Company) at the time of the Extended Limited Warranty purchase.

C. If Company breaches this Agreement, Client shall provide Company written notice specifically identifying the nature of the breach and the provisions of this Agreement affected as a result of such breach, and Company may cure the breach within five (5) days following Company’s receipt of the written notice or, if the breach cannot reasonably be cured within such period, may promptly commence to cure and diligently proceed until cured. If Company cures any such breach, this Agreement shall continue unabated and Company shall not be liable to Client for any loss, damage or expense arising out of or from, resulting from, related to, in connection with, or as a consequence of any such breach.

D. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, COMPANY HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERUPTION OF USE, AND FREEDOM FROM PROGRAM ERRORS, WITH RESPECT TO THE SERVICES, SYSTEMS AND EQUIPMENT. THIS AGREEMENT AND THE SERVICES ARE SOLELY FOR THE MUTUAL BENEFIT OF THE PARTIES, AND NO BENEFITS, RIGHTS, DUTIES OR OBLIGATIONS ARE INTENDED OR CREATED BY THE SERVICES AS TO ANY THIRD PARTIES.

5. INSURANCE; LIMITATIONS OF LIABILITY:

A. CLIENT AGREES THAT COMPANY IS NOT AN INSURER OF CLIENT’S OPERATIONS, PERSONNEL OR CLIENT’S PREMISES. CLIENT ASSUMES ALL RISK OF LOSS, PHYSICAL DAMAGE, PERSONAL INJURY, DEATH OR ANY OTHER EXPENSE ARISING OUT OF, RESULTING FROM OR RELATING TO (I) THIS AGREEMENT, (II) THE EQUIPMENT (OR ANY PART OF COMPONENT THEREOF), (III) THE SYSTEM (OR ANY PART OR COMPONENT THEREOF), OR (IV) THE SERVICES. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CLIENT WAIVES ANY RIGHT OF RECOVERY AND ITS INSURERS’ RIGHT OF SUBROGATION AGAINST COMPANY FOR ANY LOSS OR DAMAGE RESULTING FROM SUCH OCCURRENCE.

B. CLIENT HEREBY RELEASES COMPANY RELEASEES FROM ALL LOSSES, DAMAGES, DESTRUCTION, INJURIES, DEATHS, COSTS AND EXPENSES THAT ARE COVERED BY CLIENT’S INSURANCE POLICIES AND FOR ALL INSURANCE DEDUCTIBLES THE THEREUNDER. CLIENT HEREBY WAIVES AND RELEASES THE COMPANY RELEASEES FROM ANY AND ALL REQUIREMENTS OR OBLIGATIONS THAT CLIENT OR ANY OTHER PARTY, NOW OR IN THE FUTURE, BE NAMED OR INCLUDED AS AN “ADDITIONAL INSURED” UNDER COMPANY’S INSURANCE.

C. Company’s duties and/or liability under this Agreement shall not expand regardless of: (a) whether or not the Systems, Equipment or Services capabilities are being used, and/or (b) whether or not there is any rendering and/or use of data/information
that pertains to the Services.

D. CLIENT AGREES THAT NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, COMPANY RELEASEES SHALL NOT BE RESPONSIBLE FOR, AND CLIENT HEREBY RELEASES THE COMPANY RELEASES FROM, ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES (INCLUDING LOSS PROFITS) THAT CLIENT MAY INCUR OR EXPERIENCE IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, THE SYSTEMS OR THE EQUIPMENT, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF ANY COMPANY RELEASEES ARE FOUND LIABLE FOR ANY REASON, THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN ANY SITUATION, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO CLIENT’S ACTUAL AND DIRECT DAMAGES, AND SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE AMOUNTS (EXCLUDING TAXES) INVOICED OVER THE PREVIOUS TWELVE (12) MONTH PERIOD AND DULY PAID BY CLIENT, SUCH AMOUNTS TO BE INCLUSIVE OF ANY DEFENSE COSTS. IF YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY OBTAIN A HIGHER LIMIT BY PAYING AN ADDITIONAL AMOUNT BUT IN NO EVENT SHALL COMPANY BE HELD TO BE AN INSURER THEREUNDER.

6. INDEMNIFICATION:

A. Company shall indemnify and hold harmless client, its agents and employees, from and against any loss, damage, injury, judgement, liability, claim, lien or cause of action, including reasonable attorney’s fees and/or costs, for injury to person or property, or death of a person (collectively hereinafter “Claims”), but only to the extent that such claims are determined by a court of competent jurisdiction: (a) to occur during the process of installing the equipment at the client premises; (b) to have arisen out of the performance of this agreement; and (c) were caused by the gross negligence or willful misconduct of company, its employees or agents while company, its employees or agents were acting within the scope of their duties and authority under this agreement. Notwithstanding anything to the contrary herein, company’s indemnity obligations hereunder shall cease as of the date the installation of the equipment is completed.

B. Client, to the fullest extent permitted by law, agrees to indemnify, defend and hold the company, its directors, officers, employees, contractors agents, representatives, successors and assigns free and harmless from and against any liability for fees, costs (including attorney’s fees and costs), losses, claims, injury to or death of any person or damage to property caused by the improper operation of the equipment and legacy system, including related equipment, whether due to malfunction or non-function of the equipment or legacy system, and/or client’s failure to comply with data privacy obligations and/or confidentiality obligations, judgments, and settlements, to the extent arising from or in any way related to these service terms, except as provided above. Client hereby waives all right of subrogation against company and company insurance carrier, if any, and agrees to carry its own insurance for personal injury and property damage. Said liability policy shall be sufficient to fulfill Client’s indemnification and defense obligations hereunder.

7. Installation and Service; System Removal: You shall comply with any technical requirements set forth in the Proposal such as providing electrical power, transformers, wiring, conduits, insulation, lighting, door hardware and any specified environmental requirements. You also shall comply with any applicable laws, codes or standards and insure that installers are made aware of hidden pipes, wires or other objects within walls, floors, ceilings or other concealed spaces.

8. Title to Equipment, System and Panel: In the event that Client has purchased the Equipment, Company shall retain full and sole legal and equitable title in and to the Equipment until payment in full is made in accordance with the agreed-upon payment schedule, at which time ownership of the Equipment (except Equipment that is being leased by Client) shall transfer to Client. Delivery will be by common carrier F.O.B Seller’s shipping point. Seller assumes sole risk of any and all loss, damage and destruction to the Equipment or the System or any part or component thereof during shipment. In the event the Client has purchased the Equipment, Client grants Company a security interest in the Equipment and the System until Company receives payment in full from Client.

9. Equipment Returns: You will pay our then-standard re-stocking fee for returned Equipment or System, including any restocking fees imposed on Company. Special or custom orders (including Equipment sold “As-Is”) and any orders that are master-keyed or final sale may not be canceled or returned. To be returned for credit, Equipment must be returned to Company in its original, unmarked, undamaged and unopened factory packaging, no later than 120 days after the earlier of the Equipment having been sold or shipped by Company to Client.

10. Assignment: You may not assign this Agreement to any third party, without the prior written consent of Company. The Client may assign this Agreement in whole or in part, after written permission has been obtained from the Company, to a successor in interest. The Company’s consent to such an assignment shall not be unreasonably withheld. Any attempt by Client to assign this Agreement to any other third party shall be null and void. The Company may assign all or any portion of this Agreement.

11. Billing, Finance and Late Charges:

A. Except for any Mobilization Fee (as defined below), Client shall pay all invoices, in full, within thirty (30) days after
the date of invoice. For the avoidance of doubt, the invoice date shall be the date printed on the invoice document submitted to Client by Company and reproducible at Client’s request. If an invoice is reissued by Company for any reason, including but not limited to Client request, the due date shall be thirty (30) days from the originally-issued invoice date. Invoices shall be issued in accordance with the agreed to project billing schedule based on the completion of the associated project milestones. Client agrees to pay a finance charge of one and one-half percent (1½%) per month, without limitation, for all invoiced amounts not paid within thirty (30) days after the date of invoice. In addition, Client shall pay an administrative fee (a late charge, as agreed upon damages and not a penalty) of five percent (5%) of any invoice not paid within sixty (60) days after the date of invoice. Company reserves the right to immediately stop current or future Services for Client when an invoice(s) becomes past due.

B. Company reserves the right on any project to charge and invoice the Client fifty (50%) percent of the entire Proposal amount for the Project which shall be referred to as a “Mobilization Fee.” The Mobilization fee enables the company to mobilize the workforce and order the associated equipment in a timely fashion. This Mobilization fee will be due and payable on receipt of invoice for such fee. It shall be credited against the total amount due. This Mobilization fee is subject to any restocking fees that may be applicable. The company reserves the right to not begin project work until the mobilization invoice payment is received by the Client.

12. Waiver: A written waiver by either Company or Client of any of the terms or conditions of this Agreement at any time shall not be deemed or construed to be a waiver of such term or condition for the future or of any subsequent breach of this Agreement. The failure of either Company or Client to enforce a particular provision of this Agreement shall not constitute a waiver of such provision or otherwise prejudice a party’s right to enforce such provision at a later time.

13. Applicable Law: This Agreement shall be governed by and construed according to the laws of the State of Texas without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter.

14. Venue: Company and Client hereby irrevocably agree that any Suit arising out of, from, in connection with, or as a result of this Agreement or the subject matter hereof, or any Service, Systems or Equipment, shall be brought exclusively in the state or federal courts located in the county or district where Company’s principal place of business is located (presently being Dallas County, Texas). Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of each such court, and waives any objection that such Party may have to jurisdiction or venue therein, in any such Suit. Each Party hereby consents to the service of process in any Suit in accordance with the notice provisions of this Agreement. Each Party hereby waives any right to trial by jury in any Suit brought by the other Party.

15. Force Majeure: Company shall not be responsible or liable in any respect for interruptions or delays in Service or failures of or damage to Systems or Equipment due to events outside the reasonable control of Company, including, without limitation, accidents, embargoes, labor stoppages, riots, military or police actions, active shooter events, terrorist acts, acts of God, lightning, fires, floods, inclement weather, or power or communications outages (collectively, “Force Majeure”). Any additional costs and expenses incurred by Company in performing the Services that result from Force Majeure shall be the responsibility of Client as an additional charge invoiced and paid by Client as they are incurred. To the extent that Company is unable to perform, or is delayed in performing, the Services due to Force Majeure, such nonperformance or delayed performance shall not constitute a breach of this Agreement or cause for termination of this Agreement.

16. Severability: If any of the terms or provisions of this Agreement are ruled to be invalid or inoperative, all the remaining terms and provisions shall remain in full force and effect.

17. Modifications: No modification to this Agreement shall be effective unless reduced to writing and executed by both parties.

18. Right to Terminate: Company and Client may terminate this Agreement in its sole discretion, with or without cause, upon sixty (60) days written notice to the other party. This Agreement may be terminated by Company, in whole or in part, for breach by Client upon five (5) days written notice that Client fails to cure within such period. Upon expiration or termination of this Agreement for any reason: (a) all licenses and other rights granted to Client shall automatically terminate; (b) all materials, other than archival copies, provided by either party to the other shall be destroyed or returned within five (5) days after the effective date of termination; and (c) all earned and undisputed unpaid fees and expenses shall become immediately due and payable. Each party’s termination and other rights and remedies contained in this Agreement are cumulative and are in addition to all other rights and remedies available to the parties.

19. Regulatory Considerations: Client shall fully comply, at its own cost and expense, with all applicable federal, state, provincial, and local statutes, laws, ordinances, rules, regulations, orders, permits and other legal requirements (collectively, “Governmental Regulations”) applicable to its operations, its capacity for receiving Services, the Client Premises, and its performance under this Agreement, including, without limitation, those relating to: (a) health, safety or the environment; (b) accessibility by and accommodation of handicapped persons; and (c) discrimination of any type or manner. Client shall notify Company in writing within forty-eight (48) hours of any inquiry, notice, subpoena, lawsuit, or other evidence of an investigation by any public authority or the commencement of any judicial or administrative litigation or arbitration proceedings with respect to Company, the Services and/or this Agreement. Should Company be issued a citation or other sanction because of conditions on
the Client Premises created by Client or others, including but not limited to, applicable health, safety and labor Governmental Regulations, Client shall pay and shall be responsible for any resulting fine.

20. **Increased Costs**: In the event that Company experiences an increase in its costs of providing the Services resulting from any change, whether or not anticipated, in (a) Taxes, permit fees and/or Governmental Regulations, or required withholdings imposed or assessed on amounts payable to and/or by Company hereunder or by or in respect of Company to its personnel, (b) costs imposed by third parties, and/or (c) costs related to insurance and other requirements, including, without limitation, costs incurred by Company pursuant to applicable Governmental Regulations, Client’s payments for Services shall be increased by the amount of the increase in Company’s costs resulting from such items. Company shall provide Client notice of such change in the applicable costs.

21. **Confidential and Proprietary Information**: Company and Client acknowledge that the Agreement may impose upon either or both parties the obligations concerning Confidential Information (as defined below) of the other party, and if so, each party shall comply with all such obligations imposed upon it in the Agreement. “Confidential Information” means all information that is provided by the disclosing party to the receiving party for use in connection with the Systems, Equipment or Services, but does not include: (a) information the receiving party already knows prior to such disclosure; (b) information that becomes generally available to the public except as a result of disclosure by the receiving party in violation of this Agreement; and (c) information that becomes known to the receiving party from a source other than the disclosing party on a non-confidential basis. Confidential Information also includes (subject to the foregoing specific exclusions): (i) the terms of this Agreement; (ii) non-public personal or financial information relating to Client, a party’s employees, customers or clients; and (iv) all trade secrets, proprietary data, information or documentation, or pricing or product information that the disclosing party provides to the receiving party.

**BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS AND INDICATE YOUR INTENT TO BE LEGALLY BOUND TO THE PROPOSAL AND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, THE CLIENT REPRESENTS THAT THE PERSON SIGNING ON ITS BEHALF HAS THE AUTHORITY TO BIND THE CLIENT TO THIS PROPOSAL AND AGREEMENT.**
By: [Sales Representative Signature]  

By: [Client Signature]  

By: [Sales Representative Printed Name]  

By: [Client Printed Name]  

Date:  

Date: [6/16/2020]  

Approved:  

Authorized Representative Signature  
Allied Universal® Technology Services  

Authorized Representative Signature  
NSD - Fairgrounds Middle School  

### Billing Information

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## Nashua Joint Special School Building Committee

**FINANCIAL REPORT**

### Middle School Construction and Renovation Project

*For Period Ending May 31, 2020*

**Project # 1175.91.19.30, 31, 32 & 33**

<table>
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<tr>
<th>Description</th>
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<th>Invoices for Approval</th>
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Adding totals by project descriptions $120,300,000.00

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R-19-191

Prior Authorizations $118,000,000.00

Total - MS Project $2,300,000.00

Harvey Construction GMP $0

Total Harvey Construction Contract $0
# New Middle School Construction Project

*For Period Ending May 31, 2020*

**Project # 1175.91.19.33**

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|                      |                  |                      | $186,703.38         |
|                      |                  |                      | $46,070.40          |
|                      |                  |                      | $232,773.78         |

Harvey Construction GMP $0

Total Harvey Construction Contract $0.00
Pennichuck Middle School Construction Project
For Period Ending May 31, 2020
Project # 1175.91.19.31

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$24,644,870 $174,474.78 $86,314.80 $260,789.58 $24,384,080.42

| Harvey Construction GMP                  | $0.00           | $0.00            | $0.00                 | $0.00          | $0.00             |

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# Fairgrounds Middle School Construction Project

**For Period Ending May 31, 2020**

**Project # 1175.91.19.32**

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<td>$0.00</td>
<td>$10,200.00</td>
<td>$19,800.00</td>
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<td>Surveying Services</td>
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<td>$16,059.45</td>
<td>$3,940.55</td>
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<tr>
<td>Industrial Hygienist</td>
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<td>FF&amp;E</td>
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<tr>
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<td>$0.00</td>
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<tr>
<td>Testing Services</td>
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<td>Relocation Expenses</td>
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<td>$0.00</td>
<td>$1,500.00</td>
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<tr>
<td>Commissioning Services</td>
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<td>$6,600.00</td>
<td>$6,600.00</td>
<td>$53,400.00</td>
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<tr>
<td>Security &amp; Projection Systems</td>
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<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$300,000.00</td>
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<td>Energy Efficiency Rebates</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Owner &amp; Architect Contingency</td>
<td>$945,902</td>
<td>$0.00</td>
<td>$0.00</td>
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<td>$945,902.00</td>
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<tr>
<td></td>
<td></td>
<td>$232,399.05</td>
<td>$116,991.65</td>
<td>$349,390.70</td>
<td>$11,772,381.30</td>
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</table>

**Expended Invoices for to Date Approval Total Remaining Balance**

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Expended to Date</th>
<th>Invoices for Approval</th>
<th>Total</th>
<th>Remaining Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Harvey Construction</td>
<td>$7,435.00</td>
<td>$0.00</td>
<td>$7,435.00</td>
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</tr>
<tr>
<td>Harriman A&amp;E</td>
<td>$197,204.60</td>
<td>$110,391.65</td>
<td>$307,596.25</td>
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<td>Hayner Swanson</td>
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</tr>
<tr>
<td>Milone &amp; Macbroom</td>
<td>$10,200.00</td>
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<td>$10,200.00</td>
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<tr>
<td>Williams Scotsman</td>
<td>$1,500.00</td>
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<td>$1,500.00</td>
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<tr>
<td>Turner Building Science</td>
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<td>$6,600.00</td>
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<tr>
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<td>$0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
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<tr>
<td></td>
<td>$232,399.05</td>
<td>$116,991.65</td>
<td>$349,390.70</td>
<td></td>
</tr>
</tbody>
</table>

**Harvey Construction GMP**

|                               |                 | $0                   | $0.00   |                 |

**Total Harvey Construction Contract**

|                               |                 | $0.00               |         |                 |

**Page 4**

HARRIMAN
46 Harriman Drive
Auburn, ME 04210
207.784.5100 telephone

INVOICE

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

May 31, 2020
Project No:  20322
Invoice No:  2005013

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

Professional Services from May 1, 2020 to May 31, 2020

<table>
<thead>
<tr>
<th>Phase Fee</th>
<th>00</th>
<th>Base Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Billing Phase</td>
<td>Fee</td>
<td>Percent Complete</td>
</tr>
<tr>
<td>Schematic Design</td>
<td>196,170.00</td>
<td>100.00</td>
</tr>
<tr>
<td>Study Fee Credit</td>
<td>-33,352.00</td>
<td>100.00</td>
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<tr>
<td>Design Development</td>
<td>261,560.00</td>
<td>33.00</td>
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<tr>
<td>Construction Documents</td>
<td>457,730.00</td>
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</tr>
<tr>
<td>Bidding &amp; Negotiations</td>
<td>65,390.00</td>
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</tr>
<tr>
<td>Construction Administration</td>
<td>326,950.00</td>
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</tr>
<tr>
<td>FFE</td>
<td>47,000.00</td>
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</tr>
<tr>
<td>Total Fee</td>
<td>1,321,448.00</td>
<td>249,132.80</td>
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Total Fee: 86,314.80
Total this Phase: $86,314.80
Total this Invoice: $86,314.80

Outstanding Invoices

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004012</td>
<td>4/30/2020</td>
<td>65,252.49</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>65,252.49</td>
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</tbody>
</table>

TERMS: Net 30 Days. 1.5% Interest (18% Annually) will be charged on accounts over 30 days past due.
HARRIMAN
46 Harriman Drive
Auburn, ME 04210
207.784.5100 telephone

INVOICE

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

May 31, 2020
Project No: 20321
Invoice No: 2005012

Project 20321 Nashua School District
PO 155073
Professional Services from May 1, 2020 to May 31, 2020

<table>
<thead>
<tr>
<th>Phase</th>
<th>Fee</th>
<th>Percent Complete</th>
<th>Previous Fee Earned</th>
<th>Current Fee Billing</th>
</tr>
</thead>
<tbody>
<tr>
<td>00</td>
<td>89,790.00</td>
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<td></td>
<td>119,720.00</td>
<td>100.00</td>
<td>119,720.00</td>
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<tr>
<td></td>
<td>209,510.00</td>
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<td>104,755.00</td>
<td>104,755.00</td>
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<tr>
<td></td>
<td>29,930.00</td>
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<td>0.00</td>
</tr>
<tr>
<td></td>
<td>149,650.00</td>
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<tr>
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<td>21,500.00</td>
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Phase Y01 Permitting

Professional Personnel

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<thead>
<tr>
<th>Hours</th>
<th>Rate</th>
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<tr>
<td>36.50</td>
<td>145.00</td>
<td>5,292.50</td>
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<td>2.00</td>
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<td>38.50</td>
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</table>

Billing Limits

<table>
<thead>
<tr>
<th>Total Billings Current</th>
<th>Prior</th>
<th>To-Date</th>
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</thead>
<tbody>
<tr>
<td>5,422.50</td>
<td>2,038.75</td>
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<tr>
<td>20,000.00</td>
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<td>Total this Phase</td>
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Phase ZEXP Expenses
### Reimbursable Expenses

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<tr>
<th>Date</th>
<th>Service</th>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>5/7/2020</td>
<td>United Parcel Service</td>
<td>Planning Board</td>
<td>119.15</td>
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<tr>
<td>5/7/2020</td>
<td>United Parcel Service</td>
<td>Addendum # 1</td>
<td>53.22</td>
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<td>5/19/2020</td>
<td>United Parcel Service</td>
<td>Progress Specs</td>
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<tr>
<td></td>
<td><strong>Total Reimbursables</strong></td>
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<td><strong>1.1 times 194.68 214.15</strong></td>
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</table>

### Billing Limits

<table>
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<tr>
<th></th>
<th>Current</th>
<th>Prior</th>
<th>To-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Billings Limit Remaining</strong></td>
<td>214.15</td>
<td>1,127.85</td>
<td>29,930.00</td>
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<td><strong>$214.15</strong></td>
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<tr>
<td><strong>Total this Invoice</strong></td>
<td><strong>$110,391.65</strong></td>
<td></td>
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</tbody>
</table>

### Outstanding Invoices

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Balance</th>
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</thead>
<tbody>
<tr>
<td>2004011</td>
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<tr>
<td><strong>Total</strong></td>
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<td><strong>91,950.91</strong></td>
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</tbody>
</table>

**TERMS:** Net 30 Days. 1.5% Interest (18% Annually) will be charged on accounts over 30 days past due.
HARRIMAN
46 Harriman Drive
Auburn, ME 04210
207.784.5100 telephone

May 31, 2020
Project No: 20320
Invoice No: 2005011

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

PO# 155888

Professional Services from May 1, 2020 to May 31, 2020

<table>
<thead>
<tr>
<th>Phase</th>
<th>Fee</th>
<th>Percent Complete</th>
<th>Earned</th>
<th>Previous Fee Billing</th>
<th>Current Fee Billing</th>
</tr>
</thead>
<tbody>
<tr>
<td>00</td>
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</table>

Total Fee 46,070.40

Total this Phase $46,070.40

Total this Invoice $46,070.40

Outstanding Invoices

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Balance</th>
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</thead>
<tbody>
<tr>
<td>2004010</td>
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</tr>
<tr>
<td>Total</td>
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<td>46,070.40</td>
</tr>
</tbody>
</table>

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

Turner Building Science & Design, LLC

Invoice

Nashua School District #42
141 Ledge Street
Nashua, NH 03061
Attn: Accounts Payable

Project Name: Nashua School District - Commissioning of Three Middle Schools

For Services Rendered Through May 29, 2020

<table>
<thead>
<tr>
<th>Contract</th>
<th>% Complete</th>
<th>Previously Billed</th>
<th>Invoice Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount</td>
<td>Complete</td>
<td>Billed</td>
<td>Amount</td>
</tr>
<tr>
<td>11 - Design Review - Fairgrounds Middle School</td>
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</tr>
<tr>
<td>21 - Design Review - Pennichuck Middle School</td>
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<td>0.00%</td>
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</tr>
<tr>
<td>31 - Design Review - New Middle School</td>
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<td>0.00%</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$26,400.00</strong></td>
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<td>$0.00</td>
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</table>

11 - Design Review - Fairgrounds Middle School Total: $6,600.00

Total Invoice Amount: $6,600.00