

As Chairman of the JOINT SPECIAL SCHOOL BUILDING Committee, 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 contemporaneously to this meeting, which was authorized pursuant to the Governor's Emergency Order. However, in accordance with the Emergency Order, I am confirming that we are:

a) Providing public access to the meeting by telephone, with additional access possibilities by video or other electronic means:

To access Zoom, please refer to the agenda or the City's website for the meeting link;

To join by phone dial: 1-929-205-6099; Meeting ID: 87450429188#; Password: 679997#

b) Providing public notice of the necessary information for accessing the meeting:

We previously gave notice to the public of the necessary information for accessing the meeting, through public postings. Instructions have also been provided on the City of Nashua's website at www.nashuanh.gov and publicly noticed at City Hall and the Hunt Memorial Library.

c) Providing a mechanism for the public to alert the public body during the meeting if there are problems with access:

If anybody has a problem accessing the meeting via phone or Channel 99, please call 603-821-2049 and they will help you connect.

d) Adjourning the meeting if the public is unable to access the meeting:

In the event the public is unable to access the meeting via the methods mentioned above, the meeting will be adjourned and rescheduled. Please note that **all votes** that are taken during this meeting shall be done by **roll call vote**.

Let's start the meeting by taking a roll call attendance. **When each member states their presence, please also state whether there is anyone in the room with you during this meeting, which is required under the Right-To-Know Law.**

**JOINT SPECIAL SCHOOL BUILDING COMMITTEE
SPECIAL MEETING
MONDAY, JULY 23, 2020
7:00 PM
VIA ZOOM**

AGENDA

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.

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

CALL TO ORDER

ROLL CALL

PREVIOUS MEETING MINUTES APPROVAL – *July 6, 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

COMMENTS BY COMMITTEE MEMBERS

NON-PUBLIC SESSION, IF NEEDED

ADJOURNMENT

Upcoming meeting: Thursday, August 27, 2020

JOINT SPECIAL SCHOOL BUILDING COMMITTEE
MONDAY, JULY 6, 2020
VIA ZOOM (Teleconference)

An online meeting of the JSSBC was held at via Zoom on **Monday, July 6, 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. Brown, Ms. Giglio, Mr. Guarino, Ms. Raymond

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

Everyone present stated why they were participating remotely, where they were, and that they were alone.

This meeting and Presentation can be can be watched in its entirety at:

<https://www.youtube.com/watch?v=z8SFrqMm9IM>

Presentations & referenced documents, including contract bids can be accessed on at:

<https://www.nashuanh.gov/AgendaCenter/Search/?term=&CIDs=37,&startDate=7/1/2020&endDate=7/8/2020&dateRange=1%20week&dateSelector=1>

Alderman Dowd

As Chairman 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.

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PREVIOUS MEETING MINUTES APPROVAL – June 25, 2020

Alderman Dowd moved to waive the reading of the JSSBC minutes of **Thursday, June 25, 2020**, accept them and place them on file. **So voted unanimously by roll call.**

REMARKS BY CHAIRMAN

Alderman Dowd

We needed this extra meeting to get things going on the 2 schools during the summer. I hope this meeting will be fairly short.

REMARKS BY SCHOOL ADMINISTRATION

Mr. Smith

None

ITEMS FOR DISCUSSION AND APPROVAL OF INVOICES

Architect's Report - Harriman

Mr. Oullette, Project Manager Harriman

We're working on design drawings for PMS and the new middle school

Construction Manager's Report – Harvey / Approval of Sub Contracts / Approval of Pre-approved Sub Contracts

Mr. Lemarier

There's only one item for FMS tonight, and that's related to the Portable Classroom's Electrical and Fire Alarm scope. There was only one bid, and we're recommending Stellos Electric, Nashua NH for a total of \$40,000.

ALDERWOMAN WHILSHIRE MOVED TO AWARD THE CONTRACT FOR ELECTRIC AT FMS TO STELLOS ELECTRIC, NASHUA NH IN THE AMOUNT OF \$40,000.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Mr. Lemarier

Moving over to PMS, we do have a Utility Work Package that we put under one cover. This is for the scope that is actually part of the new middle school next spring. While we're on site performing the security upgrades, it's going to allow us the opportunity to perform this utility work while we're there and students aren't in school. So it's a great opportunity for us get some of this work underway, and get us ahead of schedule when we start next spring on the Middle School Renovation Project.

The first item on this package is the Logistic Plan, and then there's a breakdown with all of the costs associated with this scope of work. The first subcontractor we're recommending is for the Comcast relocation fee, going to Comcast for \$2,470. The next contractor we're recommending is Consolidated Electric for laying down the conduits and pull string for \$3,700. The next item is fiber relocation, going to Fiber Optic Company for \$6,900.

The electrical conduit installation is by Liberty Electric for \$14,100. All site work is being recommended to the Pichette Brothers for a total of \$193,556.25, and they were the low bid. And we also have some Harvey supervision items within this budget, built out. So if anyone has any questions, let me know.

Alderman Dowd

So the total after all the fees, is \$269,048.02.

Mr. Lemarier

That's correct.

Mr. DuBois

Most of this work is utility company work, so there is no competition per se. We did bid out the site work and the electrical conduit work, and what you see for those is the low bidder.

ALDERWOMAN HARRIOTT-GATHRIGHT MOVED TO APPROVE THE UTILITY RELOCATION COSTS FOR PMS, IN THE AMOUNT OF \$269,048.02.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Mr. Lemarier

So sticking with PMS, the next six packages are going to be the remainder of the sub-contractors that will be required for the summer work and the security vestibules. So we'll run through those right now.

The first bid package is for the Masonry work at PMS. We're recommending MAS-CON Corporation of Laconia NH, for a total of \$6,650.

MS. RAYMOND MOVED TO AWARD THE MASONRY CONTRACT TO MAS-CON CORPORATION OF LACONIA NH, FOR A TOTAL OF \$6,650.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Mr. Lemarier

The next bid package is for the Miscellaneous Metals. We're recommending Ace Welding of Merrimack NH, for a total of \$1,995.

ALDERWOMAN LU MOVED TO AWARD THE MISCELLANEOUS METALS CONTRACT TO ACE WELDING OF MERRIMACK NH, FOR A TOTAL OF \$1,995.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Mr. Lemarier

The next bid package is for the Flooring. We're recommending Gorman Thomas of Manchester NH, for a total of \$6,200.

MS. RAYMOND MOVED TO AWARD THE FLOORING CONTRACT TO GORMAN THOMAS OF MANCHESTER NH, FOR A TOTAL OF \$6,200.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Mr. Lemarier

The next bid package is Framing and Drywall. We're recommending VPS Drywall, LLC of Nashua NH, for a total of \$6,289.

MS. RAYMOND MOVED TO AWARD THE FRAMING AND DRYWALL CONTRACT TO VPS DRYWALL, LLC OF NASHUA NH, FOR A TOTAL OF \$6,289.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Mr. Lemarier

The next bid package is for the Painting. This is the only package where we didn't choose the low bidder, but they did have the more complete package, and were only higher by about \$300. We did include an allowance for touch up work that's not shown, but may be required in the school to tidy things up. So we're recommending Noonan Brothers Painting of Manchester NH, for a total of \$3,300.

MS. GIGLIO MOVED TO AWARD THE PAINTING CONTRACT TO NOONAN BROTHERS PAINTING OF MANCHESTER NH, FOR A TOTAL OF \$3,300.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Mr. Lemarier

The final package tonight, is for the Electrical Work for the PMS security work for the summer of 2020. We're recommending Liberty Electric of Salem NH, for a total of \$24,500.

ALDERWOMAN LU MOVED TO AWARD THE ELECTRICAL WORK CONTRACT TO LIBERTY ELECTRIC OF SALEM NH, FOR A TOTAL OF \$24,500.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Alderman Dowd

I see the approval of Pre-approved Sub Contracts... Shawn, is that in your ball park?

Mr. Smith

Yes, there are two in your packet for FMS. One was for Electrical Demolition that went to Stellos Electric of NH, in an amount not to exceed \$20,000. And we just ask that the Committee go along with that.

ALDERMAN DOWD MOVED TO APPROVE THE ELECTRICAL DEMOLITION TIME & MATERIAL SCOPE OF WORK WITH STELOS ELECTRIC, NOT TO EXCEED \$20,000.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Mr. Smith

The same circumstance is for an authorization for Mechanical Demolition with Eckhardt & Johnson for \$10,000.

ALDERWOMAN LU MOVED TO APPROVE THE MECHANICAL DEMOLITION SCOPE OF WORK WITH ECKHARDT & JOHNSON OF HOOKSET NH, IN AN AMOUNT NOT TO EXCEED \$10,000.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Mr. Smith

And then Allied Universal is our security integrator contractor for the school system. They've been serving us successfully for about 6 years. So this is to do the security work at FMS, installing new cameras, moving the nerve center of the operation to the new computer room, putting security on the portable classrooms, and relocating the card reader package. And that comes to a total of \$69,894.11, and I ask that the Committee approve that.

MS. RAYMOND MOVED TO APPROVE THE PROPOSAL OF ALLIED UNIVERSAL TO DO THE SECURITY WORK AT FMS.

SO VOTED UNANIMOUSLY BY ROLL CALL.

Invoice Approval

Mr. Smith

We have an invoice from Harriman for the new middle school in the amount of \$92,140.80; for FMS in the amount of \$95,290.35 and for 70,784.74. Those all total \$258,215.90.

Alderman Dowd

So we need a motion to approve payment to Harriman A&E in the amount of \$258,215.90; and to RPF Environmental for \$1,642.50 for a total of \$259,858.39.

MS. RAYMOND MOVED TO APPROVE INVOICES TO HARRIMAN A&E FOR \$258,215.90; AND TO RFP ENVIRONMENTAL FOR \$1,642.50, FOR A TOTAL OF \$259,858.39.

SO VOTED UNANIMOUSLY BY ROLL CALL.

PUBLIC COMMENTS

None.

COMMENTS BY COMMITTEE MEMBERS

Mr. Smith

Just for everyone's affirmation, of course the State of NH had something called State Building Aid. I don't know the status of that, or if that's going to be fully funded or not. But there's a requirement that we get a package into the State by July 1st, which we made by a nose. I did verify that it was received by the State. Nashua stands to get 40% of construction funds. That's not 40% of the entire project, but the construction money... primarily what

Harvey Construction will be doing for us. Again, I don't know what sort of money that will result in, but at least the paperwork has been submitted and we're good for now.

Alderman Dowd

Before anybody spends that, that goes back into the general fund to offset the bond. And by the way, thank you Shawn. I know it was a lot of work to put that multiple page document together in the time that you had. That was not an easy task.

Alderman Klee

I want to thank Shawn for all that too, because I know how hard that was.

Alderman Lu

I'd like to thank you, Alderman Dowd for being available to take care of these authorizations in our absence. It's nice to know that a few things can happen quickly with little impact on students.

Alderman Dowd

And I want to thank everyone for coming tonight, we got a lot of important work done. And we'll be meeting again on the 23rd.

Mr. Guarino moved to adjourn. **So voted at 7:40 p.m.**

Submitted by Jacki Waters



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

July 14, 2020

Richard Dowd

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

Re: Nashua School District – Fairgrounds Middle School
Nashua, NH
Letter of Recommendation for Award – Doors, Frames & Hardware (Phase #1)

Dear Richard,

I am hereby forwarding our “Letter of Recommendation to Award” for the scope of work being: **Doors, Frames & Hardware (Phase #1)**.

It is our intent to award the **Doors, Frames & Hardware (Phase #1)** scope of work to **Merrimack Building Supply** of Merrimack, NH in the amount of **Nineteen Thousand Two Hundred Twenty-Three Dollars and Ten Cents (\$19,223.10)**.

Please reference the attached *MBS Sales Quote SQ009964* in conjunction with this recommendation. Due to material lead times and the Phase #1 schedule, only one quote could be solicited for this work.

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

Please sign and return to my attention.

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

Sincerely,

Ken Lemarier
Project Manager

Nashua School District

Date:

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



Merrimack Building Supply
 260 Daniel Webster Highway
 Merrimack, NH 03054
 Phone: (603) 424-7001
 Fax:

SALES QUOTE

Sales Quote Number: SQ009964

Sales Quote Date: 7/10/2020

Expiration Date:

Page: 1

Sell
 To: Harvey Construction
 10 Harvey Road
 Bedford, NH 03110

Ship
 To: Fairgrounds Middle School
 MIKE HALLADAY
 27 Cleveland Street
 Nashua, NH 03060

Ship Via BOX TRUCK

Customer ID HARVEY

Terms 1% 10th, Net 30

SalesPerson Mike Reidy

Item No.	Description	Unit	Quantity
NSSBFRAME	DOOR #C129A HM WELDED FRAME 3070 X 8-1/4"(7-1/4") RH ASA 16G CLOS. REIN X SSA WELDED-IN X BASE ANCHORS	EACH	1
NSSBHMDOOR	HM DOOR 3070 1-3/4 W/24"X30" VIS. KIT X 1/4" CL. TEMP. GLASS X RH 61L RC 18G HC	EACH	1
NSFRAME	DOOR #C150A HM WELDED FRAME 6070 X 12-3/4"(11-3/4") 4" HEAD X 16G FB STK X RH CL.REIN X LH X MAS.'T' ANCHORS	EACH	1
66129	HM DOOR 3070 1-3/4" FLUSH 61L X 18G X HC X RC X RHR ACTIVE	EACH	1
NSSBHMDOOR	HM DOOR 3070 1-3/4" FLUSH W/ASTRAGAL APPLIED X LH X 18G X HC X RC (INACTIVE)	EACH	1
NSSBFRAME	DOOR #C152 HM FRAME 6070 X 8-3/4"(7-3/4") X 4" HEAD X 16G X FB STK X LH X PA CLOS REIN L&R X WIRE MAS ANCHORS	EACH	1
NSSBHMDOOR	HM DOOR 3070 1-3/4 W/24"X30" VIS. KIT X 1/4" CL. TEMP. GLASS X RH 61L RC 18G HC	EACH	1



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NSSBFRAME	HM WELDED FRAME 6070 X 7-1/8"(6- 1/8") 16G FB STK X RH SSA WELDED- IN X BASE ANCHORS	EACH	1
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NSFRAME	HM WELDED FRAME 4070 X 6-3/4"(5-3/4") X 4" HEAD RH ASA 14G GALV CONC.OH STOP PA P&D X MAS LAGS	EACH	1
NSDOORPURCH	HM DOOR 4070 1-3/4" FLUSH 16G LHR 161 X CONC OH STOP X PA X CONT.HINGE	EACH	1

NSSBFRAME	DOOR #T001 #T002 HM WELDED FRAME 3070 X 5-3/4"(4-7/8") LH ASA CL.REIN. SSA WELDED-IN X ADJ BASE ANCHORS	EACH	2
66129	HM DOOR 3070 1-3/4" FLUSH LH 61L RC 18G	EACH	2

HARDWARE			
NSHI	5BB1 x 4.5 X 4.5 x 652	EACH	39
NSHI	112XY x 83" x US28	EACH	1
NSLO	ND75BD x RHO x 13-247 x 10-025 x 626	EACH	5
NSLO	ND80BD x RHO x 13-247 x 10-025 x 626	EACH	1
NSLO	ND70BD x RHO x 13-247 x 10-025 x 626	EACH	1
NSLO	ND25D x RHO x 13-247 x 10-025 x 626	EACH	1
NSBO	FB458-12 x US26D	EACH	6
NSBO	FB51P-12-MD x US32D	EACH	2
NSHDW	DP2 x US26D	EACH	5
NSCL	4011 x REG x SRT x AL x R	EACH	1
NSCL	4011 x REG x SRT x AL x L	EACH	2



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NSCL	4111 x EDA x SRT x AL x L	EACH	2
NSCL	4111 x EDA x SRT x AL x R	EACH	2
NSHDW	106S x SP28 CONC. OH STOP	EACH	1
NSKP	8400 x B-CS x 10" x 35" x US32D	EACH	4
NSKP	8400 x B-CS x 10" x 34" x US32D	EACH	2
NSKP	8400 x B-CS x 10" x 46" x US32D	EACH	1
NSHDW	WS406/407-CCV x US32D	EACH	13
NSTH	8655A x 48" THRESHOLD	EACH	1
NSGA	488S-BK x 36" x 84" SMOKE SEAL	EACH	3
NSGA	488S-BK x 72" x 84" SMOKE SEAL	EACH	3
NSGA	8217S-BK x 84" ASTRAGAL	EACH	3
NSGA	39A x 36"w SWEEP	EACH	5
NSGA	39A x 48"w SWEEP	EACH	1
NSGA	429AA x 48" x 84" W'STRIPP	EACH	1
NSGA	142AA x 52" DRIP CAP	EACH	1
NSEA	679-05HM DOOR POS SWITCH	EACH	1

NSHDW	LABOR TO INSTALL ALL DOORS AND HARDWARE AS QUOTED ABOVE.	EACH	1

FREIGHT	FREIGHT-IN/OUT	EACH	1

Amount Subject to	Amount Exempt	Subtotal:	19,223.10
Sales Tax	from Sales Tax	Invoice Discount:	0.00
0.00	19,223.10	Total Sales Tax:	0.00
Total:			19,223.10



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Item No.	Description	Unit	Quantity
NSFRAME	HM WELDED FRAME 4070 X 6-3/4"(5-3/4") X 4" HEAD RH ASA 14G GALV CONC.OH STOP PA P&D X MAS LAGS	EACH	1
NSDOORPURCH	HM DOOR 4070 1-3/4" FLUSH 16G LHR 161 X CONC OH STOP X PA X CONT.HINGE	EACH	1

NSSBFRAME	DOOR #T001 #T002 HM WELDED FRAME 3070 X 5-3/4"(4-7/8") LH ASA CL.REIN. SSA WELDED-IN X ADJ BASE ANCHORS	EACH	2
66129	HM DOOR 3070 1-3/4" FLUSH LH 61L RC 18G	EACH	2

HARDWARE			
NSHI	5BB1 x 4.5 X 4.5 x 652	EACH	39
NSHI	112XY x 83" x US28	EACH	1
NSLO	ND75BD x RHO x 13-247 x 10-025 x 626	EACH	5
NSLO	ND80BD x RHO x 13-247 x 10-025 x 626	EACH	1
NSLO	ND70BD x RHO x 13-247 x 10-025 x 626	EACH	1
NSLO	ND25D x RHO x 13-247 x 10-025 x 626	EACH	1
NSBO	FB458-12 x US26D	EACH	6
NSBO	FB51P-12-MD x US32D	EACH	2
NSHDW	DP2 x US26D	EACH	5
NSCL	4011 x REG x SRT x AL x R	EACH	1
NSCL	4011 x REG x SRT x AL x L	EACH	2



Merrimack Building Supply
 260 Daniel Webster Highway
 Merrimack, NH 03054
 Phone: (603) 424-7001
 Fax:

SALES QUOTE

Sales Quote Number: SQ009964

Sales Quote Date: 7/10/2020

COPY

Expiration Date:

Page: 4

Sell
 To: Harvey Construction
 10 Harvey Road
 Bedford, NH 03110

Ship
 To: Fairgrounds Middle School
 MIKE HALLADAY
 27 Cleveland Street
 Nashua, NH 03060

Ship Via BOX TRUCK

Customer ID HARVEY

Terms 1% 10th, Net 30

SalesPerson Mike Reidy

Item No.	Description	Unit	Quantity
NSCL	4111 x EDA x SRT x AL x L	EACH	2
NSCL	4111 x EDA x SRT x AL x R	EACH	2
NSHDW	106S x SP28 CONC. OH STOP	EACH	1
NSKP	8400 x B-CS x 10" x 35" x US32D	EACH	4
NSKP	8400 x B-CS x 10" x 34" x US32D	EACH	2
NSKP	8400 x B-CS x 10" x 46" x US32D	EACH	1
NSHDW	WS406/407-CCV x US32D	EACH	13
NSTH	8655A x 48" THRESHOLD	EACH	1
NSGA	488S-BK x 36" x 84" SMOKE SEAL	EACH	3
NSGA	488S-BK x 72" x 84" SMOKE SEAL	EACH	3
NSGA	8217S-BK x 84" ASTRAGAL	EACH	3
NSGA	39A x 36"w SWEEP	EACH	5
NSGA	39A x 48"w SWEEP	EACH	1
NSGA	429AA x 48" x 84" W'STRIPP	EACH	1
NSGA	142AA x 52" DRIP CAP	EACH	1
NSEA	679-05HM DOOR POS SWITCH	EACH	1

NSHDW	LABOR TO INSTALL ALL DOORS AND HARDWARE AS QUOTED ABOVE.	EACH	1

FREIGHT	FREIGHT-IN/OUT	EACH	1

Amount Subject to	Amount Exempt	Subtotal:	19,223.10
Sales Tax	from Sales Tax	Invoice Discount:	0.00
0.00	19,223.10	Total Sales Tax:	0.00
			Total:
			19,223.10



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

July 14, 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 – Security

Dear Richard,

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

It is our intent to award the **Security** scope of work to **Allied Universal Technology Services (AUTS)** of Andover, MA in the amount of **Fifteen Thousand Two Hundred Sixty-Four Dollars and Nine Cents (\$15,264.09)**

Please reference the attached AUTS Sales *Proposal No. 36555-1-0*.

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

Please sign and return to my attention.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Ken Lemarier".

Ken Lemarier
Project Manager

Nashua School District

Date:

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



Safety & Security Solution Proposal

Harvey Construction Corporation

207 Manchester Street
Nashua, NH 03064

July 9, 2020

John Beaver

NSD Pennichuck Middle School Admin & Vestibule Project

Proposal Submitted
By



There for you.

Proposal No. 36555-1-0

One Corporate Drive, Suite 3
Andover, MA 01810

NSD Pennichuck Middle School Admin & Vestibule Project Statement of Work

Place of Performance

Harvey Construction Corporation
207 Manchester Street
Nashua, NH 03064

Primary Point of Contact

John Beaver
Harvey Construction Corporation
(603)-621-2221
jbeaver@hccnh.com

Background

Allied Universal Technology Services (AUTS) is pleased to present the following proposal to install (1) new card reader package, (2) contact only doors & (1) IP mini dome at 207 Manchester Street, Nashua, NH. The below scope of work & bill of materials is based off of documents provide to AUTS by Harvey Construction. The below scope of work & bill of materials is subject to change upon final review of construction documents and/ or site visit.

Task

- Provide & Install (1) card reader package
- Provide & Install devices for (2) contact only doors
- Provide & Install (1) IP camera
- Provide and install cable for (1) card reader door, (2) contact only doors & (1) IP camera
- Relocate (2) Aiphone Master Stations

Scope of Work

- **AUTS** to provide and install a full card reader package on (1) interior double door located in the main entry vestibule. Installation to include, (1) HID mullion style card reader, (1) auto operator relay board (2) DPDT recessed door contacts, and (1) motion request to exit device. Harvey Construction to provide and install the following.
 - Auto Operator
 - ADA Buttons
 - Wiring between ADA buttons & Auto operator
 - All electrified door hardware
 - All non electrified door hardware
 - Door Frame & Leafs
 - Core & Keys
 - Raceway's, back boxes & stub ups
- **AUTS** to provide and install DPDT recessed door contacts & motion request to exit devices on (2) interior double doors located in the main lobby vestibule. Harvey Construction to provide and install the following.
 - Auto Operator
 - ADA Buttons
 - Wiring between ADA buttons & Auto operator
 - All electrified door hardware
 - All non electrified door hardware
 - Door Frame & Leafs
 - Core & Keys
 - Raceway's, back boxes & stub ups

- **AUTS** to cable each door back to an existing S2 Security network node located in the Admin Office. AUTS to terminate the cables to new S2 Security ACM, Input/ Output Blades & DMP Zone Expander
- **AUTS** to terminate, program & test each door.
- **AUTS** to relocate (2) existing Aiphone Master Station located inside of the Main Reception area. AUTS assumes that all existing devices & cables are in good working condition. Any equipment in need of repair or replacement will be quoted separately.
- **AUTS** to provide and install (1) Axis IP mini dome inside of the main lobby vestibule. The camera will be mounted in the ceiling and will provide a general overview of the (3) exterior vestibule doors. Harvey Construction to provide and install all raceways & back boxes.
- **AUTS** to cable the camera back to a NSD provide PoE network switch located in the Admin Office.
- **AUTS** to terminate, program and focus the camera. Harvey Construction to approve the camera view prior to the closeout of the project.

Period of Performance

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

Execution & Delivery

AUTS will work with Harvey Construction/ NSD to schedule the project.

Customer/ Third-Party Furnished Property and Services

- Patch & Paint
- Auto Operator
- ADA Buttons
- Wiring between ADA buttons & Auto operator
- All electrified door hardware
- All non electrified door hardware
- Door Frame & Leafs
- Core & Keys
- Raceway's, back boxes & stub ups
- PoE network switch with an open port
- 120VAC power at the master station location
- A static IP address for the camera.
- 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

	Include / Exclude			Include / Exclude	
AutoCad plans & drawing files	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Stub-ups & Back Boxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Submittals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Back Boxes	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Permits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Conduit	<input type="checkbox"/>	<input checked="" type="checkbox"/>
System Training	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Coring	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Network Cabling & Infrastructure	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Fire Stopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Telephone Line	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Patch & Touch-up Paint	<input type="checkbox"/>	<input checked="" type="checkbox"/>
120vac Power	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Door/Frame Preparation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Locking Hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction Equipment	<input type="checkbox"/>	<input checked="" type="checkbox"/>

NSD Pennichuck Middle School Admin & Vestibule Project

Customer Number: 1003437
Harvey Construction Corporation
 207 Manchester Street
 Nashua, NH03064

Contact: John Beaver
Phone: (603)-621-2221
Email: jbeaver@hccnh.com

Proposal No.: 36555-1-0
Date: July 9, 2020
Your Reference:
Valid To: 8/8/2020
Payment Terms: Net 30
Quoted By: Andrew Palladini
Phone: (978)-253-5055
Email: andrew.palladini@aus.com

Access Control & Video

QTY	Manufacture	Part #	Description
1	S2 Security Corporation	S2-VR-1C	S2:SINGLE IP CAMERA LICENSE
1	Axis Communications	01592-001	AXI:P3245-LV Fixed Dome Camera
1	S2 Security Corporation	S2-ACM	S2: Access App Extension Blade 2 RDR
1	BEA Inc.	10MC25	BEA:Make/Break Relay, 2 stage with delay
1	HID Global Corporation	910PTNNEK00000	HID:multiCLASS reader SE RP15 Prox
3	Bosch Security Systems	DS160	BSC:Request to Exit Motion Sensor
1	S2 Security Corporation	S2-INP	S2: Input Extension Module
6	Nascom, Inc.	SHARK/M	NAS:U-Channel Shark Mag
1	Windy City Wire	444382	WCW:22-04 UNS STR CMP Blu Stp
1	Windy City Wire	4461030-250	WCW:4-Elem Comp Cable CMP Ylw Jkt
6	Nascom, Inc.	N78CW/STDD	NAS: 3/4 Magnet Set for Doors, White
1	Digital Monitoring Products	714-16	DMP:16-Point Zone Expander in 340 Encl
1	Cables to Go	C2G-03831	C2G:Surface Mount Box for Keystone Jack
1	Cables to Go	29311	C2G:Cat6 RJ-45 Keystone Jack, white
2	Tripp Lite	N201-007-BL	TL Cat6 UTP Gigabit Ethernet Patch Cable
1	S2 Security Corporation	S2-OUTP	S2: Output Extension Module

Supplies & Materials:

QTY	Description
1	Warranty
1	Freight
1	Miscellaneous Equipment

Project Labor Schedule:

Description
Installation
PM Internal

Investment Summary

Total Proposal Amount \$15,264.09

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 and **Invoicing on Completion**.*

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 hereunder 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-INTERRUPTION 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 OCCURANCE.

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 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 HEREUNDER.

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 such 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: _____

Approved: _____
Authorized Representative Signature
Allied Universal[®] Technology Services

Authorized Representative Signature
Harvey Construction Corporation

Billing Information

Street Address	
City	
State	
Zip Code	
Contact Name	
Contact Phone	
Contact Email	
Invoice Delivery Method (email, portal, mail, other)	
PO #	