

FINANCE COMMITTEE

AUGUST 5, 2020

7:00 PM

To Join Zoom Meeting: <https://us02web.zoom.us/j/82624824519?pwd=K0RxUVNvL2dCd2FkeFhvd2F6eGVlQT09>

Meeting ID: 826 2482 4519

Password: 848480

To Join by telephone: 1-929-205-6099

Meeting ID: 826 2482 4519

Password: 848480

If there is a problem with the audio, please dial 603-821-2049 to advise

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ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: Tim Cummings, Economic Development Director

Re: A Contract for NAI Norwood to assist as necessary on a case by case basis with the advisory and procurement/disposition of commercial real estate

From: Kelly Parkinson, Purchasing Manager

Re: Purchase of Wastewater Chemicals

From: Kelly Parkinson, Purchasing Manager

Re: Purchase of Sign for Holman Stadium

From: Kelly Parkinson, Purchasing Manager

Re: Pavement Management Engineering Services Contract Change Order for Paving Consulting

From: Kelly Parkinson, Purchasing Manager

Re: Pavement Management Engineering Services Contract Change Order for Sidewalk Construction Contract

From: Kelly Parkinson, Purchasing Manager

Re: Energy Recovery Upgrades

From: Kelly Parkinson, Purchasing Manager

Re: Radio System Hardware/Software Upgrade and Maintenance

From: Kelly Parkinson, Purchasing Manager

Re: Energy Recovery Upgrade Change Order

From: Kelly Parkinson, Purchasing Manager

Re: Moving Services for Public Health Move

UNFINISHED BUSINESS

NEW BUSINESS – RESOLUTIONS

**R-20-054**

Endorsers: Mayor Jim Donchess  
Alderman Richard A. Dowd  
Alderman Patricia Klee  
Alderman Linda Harriott-Gathright

**AUTHORIZING THE CITY OF NASHUA TO EXECUTE A LEASE WITH WHITING BUILDING, LLC**

NEW BUSINESS – ORDINANCES

RECORD OF EXPENDITURES

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT



# THE CITY OF NASHUA

Economic Development

*"The Gate City"*

**To:** L. Wilshire, President  
**From:** T. Cummings, Director  
**Cc:** Members of the Board of Aldermen

Date: July 8, 2020

**Re: Communication – Approval & Place on File - A Contract for NAI Norwood to assist as necessary on a case by case basis with the advisory and procurement/disposition of commercial real estate**

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The City has various commercial real estate needs from on-call advisory services to disposition or even the procurement of commercial real estate. The contract before you retains a local commercial brokerage firm to assist the City as necessary as a retained commercial broker.

For your review and consideration is a copy of the Professional Services Contract related to the services as anticipated with Exhibits outlining the scope and basis for fees, is attached. The contract is the City's standard Professional Services contract.

In 2019 the city released an RFP seeking proposals for the aforementioned services. Three responses were submitted to the City and a small review team consisting of the City's Corporation Counsel, Administrative Services Director and the Director of Economic Development Director met and interviewed two of the three groups. At the conclusion of the process it was decided NAI Norwood would be the best group to provide advisory and brokerage services. Coincidentally, they were the only local group to submit and the lowest proposed fee.

The contract is before the Board of Aldermen because it is envisioned to be multi-year. I am requesting the approval of the Board of Aldermen for the award of the attached contract.



CONTRACT FOR PROFESSIONAL SERVICES

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RFP 0019-060419

PROFESSIONAL CONSULTING SERVICES FOR  
REAL ESTATE BROKERAGE & MARKETING SERVICES

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, NASHUA, NH 03061-2019

AND

**NAI NORWOOD GROUP**

---

NAME AND TITLE OF SERVICE PROVIDER

*WITH A PRINCIPAL ADDRESS AT*

---

**116 SOUTH RIVER ROAD BEDFORD, NH 03110**

ADDRESS OF SERVICE PROVIDER

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of a Service Provider;

WHEREAS, it is deemed that the services of the Service Provider herein specified are necessary, desirable and in the best interests of the City of Nashua; and

WHEREAS, Service Provider represents it is duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described.

NOW, THEREFORE, in consideration of the agreements herein made, the parties mutually agree as follows:

1. **DOCUMENTS INCORPORATED.** The following exhibits are by this reference incorporated herein and are made part of this contract (together, the "Contract" or "contract"):

Exhibit A-- General Conditions for Contracts

Exhibit B—Summary & Scope of Work

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

2. **WORK TO BE PERFORMED** Except as otherwise provided in this Contract, Service Provider

shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the Contract the work described and attached hereto as Exhibit B, Summary & Scope of Work.

**3. PERIOD OF PERFORMANCE.** Service Provider shall perform and complete all work within one (1) year of the effective date of the Contract and can be extended for up to two (2) one-year (1-year) periods upon written agreement of both parties. The time periods set forth may only be altered by the parties by a written agreement or by termination in accordance with the terms of the Contract. Service Provider shall begin performance upon receipt of the signed contract.

**4. COMPENSATION.** Service Provider agrees to perform the work in Exhibit B, Summary & Scope of Work for the compensation provided in Exhibit B.

Unless Service Provider has received a written exemption from the City, Service Provider shall submit requests for payment for services performed under this agreement directly to

City of Nashua  
Attn: Accounts Payable  
PO Box 2019  
Nashua, NH 03061-2019

To facilitate the proper and timely payment of applications, the City of Nashua requires that all invoices contain a valid **PURCHASE ORDER NUMBER, if applicable.**

If applicable, requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Service Provider agrees to provide the following with each request for payment:

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.
2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

The City will pay for work satisfactorily completed by Service Provider in accordance with this Agreement. The City will pay Service Provider all undisputed portions of Service Provider's invoices within **30** days of receipt by the City of the submitted invoice forms and progress reports, unless otherwise collected at settlement as outlined in Exhibit B. The City will make no payments until the invoice forms and progress reports have been submitted and approved. If the City disagrees with any portion of an invoice, it shall notify Service Provider in writing of the amount in dispute and the specific reason for the objection within 10 days of the receipt of invoice. The City shall pay the undisputed portion of the invoice as specified above.

5. **EFFECTIVE DATE OF CONTRACT.** The Contract shall become effective upon approval by the City of Nashua Board of Aldermen.

6. **NOTICES.** All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

CITY REPRESENTATIVE:

Tim Cummings, Director  
Economic Development Division  
Office of the Mayor – City Hall  
229 Main Street  
Nashua, NH 03060

REPRESENTATIVE:

Chris Norwood, President  
NAI Norwood Group  
  
116 South River Road  
Bedford, NH 03110

City of Nashua may add additional POCs

Any notice required or permitted under this Contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City or Service Provider may change the address or representative by giving written notice to the other party.

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

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



\_\_\_\_\_  
*Service Provider (signature)*

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

Chris Norwood President  
*(Printed Name and Title)*

\_\_\_\_\_  
Date

7/8/20

\_\_\_\_\_  
Date

EXHIBIT A TABLE OF  
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## GENERAL CONDITIONS

1. **DEFINITIONS.** Unless otherwise required by the context, "Service Provider" includes any of the Service Provider's consultants, sub consultants, contractors, and subcontractors

2. **SERVICE PROVIDER STATUS AND PROVISION OF WORKERS' COMPENSATION COVERAGE.** The parties agree that Service Provider shall have the status of and shall perform all work under this contract as a Service Provider, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this Contract is between the City and Service Provider, and nothing in this Contract shall create any contractual relationship between the City and Service Provider's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Service Provider is not a City employee and that there shall be no:

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

Service Provider agrees, if not exempt, to maintain required workers' compensation coverage throughout the entire term of the contract. If Service Provider does not maintain coverage throughout the entire term of the contract, Service Provider agrees that City may, at any time the coverage is not maintained by Service Provider, order the Service Provider to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, Service Provider agrees, prior to the expiration of the six-month period, to provide another written request to its insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Service Provider does not make the request or does not provide the certificate before the expiration of the six-month period, Service Provider agrees that City may order the Service Provider to stop work, suspend the contract, or terminate the contract.

3. **STANDARD OF CARE.** Service Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Service Provider's work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Service Provider to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City may have, Service Provider shall, at its own expense and without additional compensation, re-perform work to correct or revise any omissions, or errors in the work or the product of the work or which result from Service Provider's failure to perform in accordance with this standard of care. Any approval by the City of any products or services furnished or used by Service Provider shall not in any way relieve Service Provider of the responsibility for professional and technical accuracy and adequacy of its work. City review, approval, or acceptance of, or payment for any of Service Provider's work under this contract shall not operate as a waiver of any of the City's rights or causes of action

under this contract, and Service Provider shall be and remain liable in accordance with the terms of the contract and applicable law.

Service Provider shall furnish competent and skilled personnel to perform the work under this contract. The City reserves the right to approve key personnel assigned by Service Provider to perform work under this contract. Approved key personnel shall not be taken off of the project by Service Provider without the prior written approval of the City, except in the event of termination of employment. Service Provider shall, if requested to do so by the City, remove from the job any personnel whom the City determines to be incompetent, dishonest, or uncooperative.

4. **CITY REPRESENTATIVE.** The City may designate a City representative for this contract. If designated, all notices, project materials, requests by Service Provider, and any other communication about the contract shall be addressed or be delivered to the City Representative.

5. **CHANGES TO SCOPE OF WORK.** The City may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Service Provider's performance under the contract. Service Provider shall provide to the City within 10 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City to be able to adequately analyze the proposal. The City will then determine in writing if Service Provider should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Service Provider's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Service Provider for adjustment under this clause shall be asserted in writing within 30 days of the date the City notified Service Provider of the change.

When Service Provider seeks changes, Service Provider shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City in writing of the estimate. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City to be able to adequately analyze the proposal. The City will then determine in writing if Service Provider should proceed with any or all of the proposed change.

Except as provided in this paragraph, Service Provider shall implement no change unless the City in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City may provide verbal approval of a change when the City, in its sole discretion, determines that time is critical or public health and safety are of concern. Any verbal approval shall be confirmed in writing no later than the next business day. Any change undertaken without prior City approval shall not be compensated and is, at the City's election, sufficient reason for contract termination.

6. **CITY COOPERATION.** The City agrees that its personnel will cooperate with Service Provider in the performance of its work under this contract and that such personnel will be available to Service Provider for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City also agrees to provide Service Provider with access to City records in a reasonable time and manner and to schedule items that require City board or committee

action in a timely manner. The City and Service Provider also agree to attend all meetings called by the City or Service Provider to discuss the work under the Contract, and that Service Provider may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City.

**7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES.** The City shall furnish to Service Provider all information and technical data in the City's possession or control reasonably required for the proper performance of the services. Service Provider shall be entitled to reasonably rely without independent verification upon the information and data provided by the city or obtained from generally accepted sources within the industry, except to the extent such verification by Service Provider is expressly required as a defined part of the Services.

Service Provider will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from Service Providers original interpretation through no fault of Service Provider and that additional costs necessary to conform to such changes or interpretation during or after execution of the Services will be subjected to an equitable adjustment in the Compensation and Project Schedule.

All future questions Service Provider may have concerning interpretation or clarification of this contract shall be submitted in within 10 calendar days of their arising. The contract shall state clearly and in full detail the basis for Service Provider's question or portion. The City representative shall render a decision with 15 calendar days. The City's decision on the matter is final. At all times, Service Provider shall carry on the work under this contract and maintain and complete work in accordance with the requirement of the contract or determination of the City. Service Provider is responsible, pursuant to the standard of care, for requesting clarification or interpretation in the event it discovers a conflict, error or omission or discrepancy in the contract documents, and is liable for its direct costs or expense to the extent caused by its failure to do so.

Service Provider shall be responsible for its performance and that of Service Provider's lower-tier subcontractors and vendors.

## **8. TERMINATION OF CONTRACT**

**A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL.** The City, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City chooses to terminate, abandon, or suspend all or part of the project, it shall provide Service Provider 10 day's written notice of its intent to do so.

If all or part of the project is suspended for more than 90 days, the suspension shall be treated as a termination at will of all or part of the project and contract.

Upon receipt of notice of termination, abandonment, or suspension at will, Service Provider shall:

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

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

**B. TERMINATION FOR CAUSE.** This agreement may be terminated by the City on 10 calendar day's written notice to Service Provider in the event of a failure by Service Provider to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City, pursue the project or to complete work in a timely and professional manner. Service Provider shall be given an opportunity for consultation with the City prior to the effective date of the termination. Service Provider may terminate the contract on 10 calendar days written notice if, through no fault of Service Provider, the City fails to pay Service Provider for 30 days after the date of approval of any submitted invoice forms and progress reports.

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

If after termination for the failure of Service Provider to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City, pursue the project or to complete work in a timely and professional manner, it is determined that Service Provider had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City shall make an equitable adjustment in the compensation paid to Service Provider. The adjustment shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.

**C. GENERAL PROVISIONS FOR TERMINATION.** Upon termination of the contract, the City may take over the work and prosecute it to completion by agreement with another party or otherwise.

Neither party shall be considered in default of the performance of its obligations hereunder to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of Service Provider's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Service Provider's control.

9. **DISPUTE RESOLUTION.** Any dispute not within the scope of section 7 or section 8 shall be resolved under this paragraph. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City Representative and a Service Provider representative. At all times and as long as the City is in compliance with its payment obligations to Service Provider of undisputed amounts, Service Provider shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City. If the dispute is not resolved within 60 days, either party pursue its remedies pursuant to this contract.

10. **NO DAMAGES FOR DELAY.** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Service Provider for damages because of hindrances or delays in the progress of the work from any cause, and Service Provider agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City may provide, except when the city request Service Provider to provide over time or expend additional resources to complete the work and such delay is not the result of Service Providers negligent acts, errors or omissions.

11. **INSURANCE.** Service Provider shall carry and maintain in effect during the performance of services under this contract:

- General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- \$1,000,000 Combined Single Limit Automobile Liability;  
**\*Coverage must include all owned, non-owned and hired vehicles.**
- \$1,000,000 Profession Liability;

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

Service Provider will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days written notice of cancellation of coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is authorized by the State of New

Hampshire. General Liability and Auto Liability policies must name the City of Nashua as an additional insured and reflect on the certificate of insurance. Service Provider is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions above \$100,000.00 shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Service Provider must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Service Provider of its responsibilities or limit the amount of its liability to the City or other persons, and Service Provider is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Service Provider is responsible for and required to remedy all damage or loss to any property, including property of the City, to the extent caused by Service Provider or anyone employed, directed, or supervised by Service Provider.

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

**13. FISCAL CONTINGENCY.** All payments under this contract are contingent upon the availability to the City of the necessary funds. This contract shall terminate and the City's obligations under it shall be extinguished at the end of any fiscal year in which the City fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

Nothing in this contract shall be construed to provide Service Provider with a right of payment over any other entity. Any funds obligated by the City under this contract that are not paid to Service Provider shall automatically revert to the City's discretionary control upon the completion, termination, or cancellation of the agreement. The City shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Service Provider. Service Provider shall have no claim of any sort to the unexpended funds.

**14. COMPENSATION.** If Applicable, review by the City of Service Provider's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City. If the City disagrees with any portion of an invoice or requires additional information, it shall notify Service Provider in writing of the amount in dispute and the specific reason for the objection within 10 days of receipt of invoice and The City shall pay all undisputed invoices of Service Provider in full within 30 days of the submitted monthly invoice forms and progress reports.

**15. COMPLIANCE WITH APPLICABLE LAWS.** Service Provider, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Service Provider shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

**16. NONDISCRIMINATION.** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Service Provider agrees to the following terms. Service Provider will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Service Provider agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

Without limitation of the foregoing, Service Provider's attention is directed to 41 C.F.R. § 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by reference, is incorporated into this contract, to 41 C.F.R. § 60-250 et seq. and the clause entitled "Affirmative Action Obligations of Service Providers and Subcontractor for Disabled Veterans and Veterans of the Vietnam Era," which, by reference, is incorporated in this contract, and to 41 C.F.R. § 60-471 and the clause entitled "Affirmative Action Obligations of Service Providers and Subcontractors for Handicapped Workers," which, by this reference, is incorporated in this contract.

In connection with the performance of work under this contract, Service Provider agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, or sexual orientation. This agreement includes, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Service Provider agrees, if applicable, to insert these provisions in all subcontracts, except for subcontracts for standard commercial supplies or raw materials. Any violation of any applicable provision by Service Provider shall constitute a material breach of the contract.

**17. FEDERAL SUBCONTRACTING REQUIREMENTS.** If Service Provider awards a subcontract under this contract, Service Provider, if applicable, shall use the following alternative steps:

- A. Using the services of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce, as appropriate; and
- B. Requiring the subcontractor, if it awards subcontracts, to take the affirmative steps set forth in paragraph A.

18. **ENDORSEMENT.** Service Provider shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Service Provider or under its direction as required under the laws of the State of New Hampshire.

19. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING.** Service Provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City is void. Any consent of the City to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

20. **CITY INSPECTION OF CONTRACT MATERIALS.** The books, records, documents and accounting procedures and practices of Service Provider related to this contract shall be subject to inspection, examination and audit by the City, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

21. **DISPOSITION OF CONTRACT MATERIALS.** Except for pre-existing works and/or other intellectual property owned by Service Provider, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Service Provider in the performance of its obligations under this contract shall be the exclusive property of the City and all such materials shall be remitted and delivered, at Service Provider's expense, by Service Provider to the City upon completion, termination, or cancellation of this contract. Alternatively, if the City provides its written approval to Service Provider, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Service Provider in the performance of its obligations under this contract must be retained by Service Provider for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City, in writing, requests any or all of the materials, then Service Provider shall promptly remit and deliver the materials to the City. Service Provider shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Service Provider's obligations under this contract without the prior written consent of the City. Service Provider shall not be responsible for any claims of the use of such materials by the City for any other purpose than that which is expressly set forth under this Contract.

22. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS.** Excluding Services Provider's preexisting work or intellectual property, Service Provider expressly agrees that all documents ever submitted, filed, or deposited with the City by Service Provider (including those remitted to the City by Service Provider pursuant to paragraph 21), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Service Provider in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Service Provider. The City shall have the right to reproduce any such materials.

Service Provider expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the City or any of its officers or employees, in either their official or individual capacity, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. Service Provider agrees to indemnify, to defend, and to hold harmless the City, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Service Provider infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Service Provider infringes any patent.

Service Provider shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing materials, concepts, products, or processes, or to modify such infringing materials, concepts, products, or processes so they become non-infringing, or to obtain the necessary licenses to use the infringing materials, concepts, products, or processes, provided that such substituted or modified materials, concepts, products, or processes shall meet all the requirements and be subject to all the terms and conditions of this contract.

23. *INTENTIONALLY OMITTED.*

24. *INTENTIONALLY OMITTED.*

25. **NON-WAIVER OF TERMS AND CONDITIONS.** None of the terms and conditions of this contract shall be considered waived by the City. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City in a written waiver.

26. **RIGHTS AND REMEDIES.** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

27. **PROHIBITED INTERESTS.** Service Provider shall not allow any officer or employee of the City to have any indirect or direct interest in this contract by way of employment through Service Provider. Service Provider warrants that no officer or employee of the City has any direct or indirect interest, whether contractual, non-contractual, financial or otherwise, in this contract or in the business of Service Provider. If any such interest comes to the attention of Service Provider at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City. Service Provider also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Service Provider further warrants that no person having such an interest shall be employed in the performance of this

contract. If City determines that a conflict exists and was not disclosed to the City, it may terminate the contract at will or for cause in accordance with paragraph 8.

In the event Service Provider (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, City may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, Service Provider shall refund to the City any profits realized under this contract, and Service Provider shall be liable to the City for any costs incurred by the City in completing the work described in this contract. At the discretion of the City, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

Service Provider warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Service Provider to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this contract. If City determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

The rights and remedies of this section shall in no way be considered for be construed as a waiver of any other rights or remedies available to the City under this contract or at law.

**28. THIRD PARTY INTERESTS AND LIABILITIES.** The City and Service Provider, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City and Service Provider.

**29. SURVIVAL OF RIGHTS AND OBLIGATIONS.** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.

**30. SEVERABILITY.** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.

**31. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT.** This contract constitutes the entire contract between the City and Service Provider. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.

**32. CHOICE OF LAW AND VENUE.** This contract shall be governed and construed in accordance with the law of the State of New Hampshire. Any action, complaint, cause of action, or other form of litigation, in law or in equity, arising out of this Agreement, the work performed or to be performed hereunder, or which is in any way referable hereto shall be brought in the

New Hampshire Superior Court for the Southern District of Hillsborough County or in the New Hampshire 9<sup>th</sup> Circuit Court situate in Nashua, New Hampshire and not elsewhere.

Exhibit B

Summary & Scope of Work

City of Nashua through the Office of Economic Development

Professional Services related to Commercial Real Estate Brokerage and Marketing Services

Summary

The purpose of this assignment is to provide marketing and brokerage services to the City of Nashua ("Owner"), through the Office of Economic Development related to the disposition of selected property.

Scope of Work

The Service Provider is hereby authorized to conduct the following Scope of Work, collectively defined as "Exclusive Listing Services". The services will be inclusive of the following obligations for both the Service Provider as well as the City of Nashua:

1. **Commissions:** Owner agrees to pay a commission at the rates set below if (a) during the term of the Contract the Broker, Owner or any other party, finds a purchaser, assignee or nominee, who is ready, willing and able to purchase the property in accordance with the terms and conditions of this Agreement, or such other terms and conditions as may be acceptable to Owner; or, (b) within 180 days after the termination of this agreement Owner is party to a binding Purchase and Sales agreement on the Property to any Qualifying Prospect. A Qualifying Prospect shall be any Buyer, identified in writing to Owner no later than 15 days after the termination of this agreement.

During the term of the Contract and as set forth above, commission is due and payable upon Owner approving a purchase and sale agreement with a ready willing and able buyer under terms and conditions agreeable to Owner. Commissions are collected at settlement, or lease signing.

The fee for leasing is 5% of base rent for the first five years of the lease and 2% of base rent for any additional years thereafter. This would be for the initial term of the lease only. No change in the above fee for a co-broke situation. In the event of a co-broke, Broker will split commission 50/50.

The fee for selling will be 6% of the first \$1,000,000 of purchase price; 5% of the purchase price between \$1,000,001 and \$2,000,000 and 4% of the purchase price

above \$2,000,000. No change in the above fee for a co-broke situation. In the event of a co-broke, Broker will split commission 50/50.

If the final sale price or final lease rate is less than 75% of Asking Price: the Broker's commission shall be 75% of the original asking price multiplied by the above commission rates.

**2. Authority of Broker:** The Broker is authorized to use reasonable efforts to procure a ready willing and able buyer for the Property in accordance with the terms and conditions of the Contract.

Owner agrees that the Broker, when requested by other agents or prospects, may disclose the existence of other offers on the Property.

The Broker is hereby authorized to:

- Place signage on the Property.
- Place information about the Property on the Internet and/or Multiple Listing Services.
- Advertise the Property in print media.
- Release data about the transaction, such as parties to the transaction, location and square footage as press releases and/or databases for statistical purposes.
- Owner acknowledges that Broker will enter this data into "NNEREN" within 15 days of this agreement and will put the name of the Owner as "On File".

**3. Acknowledgements and Obligations of Owner:** Owner agrees to cooperate with Broker in effecting the sale of the Property and to immediately refer to Broker all inquiries of anyone interested in the Property. All negotiations are to be through the Broker.

Owner represents that Owner is the legal owner of the Property and has the right to enter into this Contract.

Owner acknowledges that Broker has made no guarantee of procuring a ready, willing and able buyer for the Property.

Owner agrees to disclose to the Broker all information concerning the Property including: Income and expenses, the existence of asbestos, radon, PCB transformers, mold, underground storage tanks, lead paint, history of methamphetamine laboratory use, septic systems and water problems or any information concerning the property be they adverse or otherwise. The duty to disclose is ongoing and if the Owner discovers additional information concerning the condition of the Property, the Owner shall promptly disclose the additional information to Broker.

Owner acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, architect, contractor or any other professional service provider. Owner has been advised to seek professional

advice for any non-brokerage services. Broker shall not be liable for any action, inaction, failure, negligence, error or omission of any other professional service provider.

It shall not be the responsibility of the Broker to determine the qualifications and creditworthiness of any buyer with whom Owner may enter into a Purchase and Sales agreement. Owner waives any claims it may have against Broker resulting from any Owner losses and liabilities, which Owner may hereafter suffer by entering into a Purchase and Sales agreement with any buyer.

Owner agrees to allow Broker to cooperate with licensees from other firms who accept Buyer Agency (also known as Tenant Representation) and Facilitator agreements. Owner understands that Broker may represent buyers of who also have interest in the Property. In those circumstances, Broker shall fully inform Owner and provide Owner the opportunity to proceed under a Disclosed Dual Agency agreement.

**Property (ies)**

The City of Nashua shall enter into from time to time an "Exclusive Listing Services" Agreement for a specific property. At this time it will be the following "Property(ies)":

44 Broad Street, Nashua NH at a list price of \$525,000

\*It should be noted that other properties may be added.



# THE CITY OF NASHUA

Administrative Services  
Purchasing Department

"The Gate City"

July 28, 2020  
Memo #21-010

TO: Mayor Donchess  
Finance Committee

SUBJECT: Purchase of Wastewater Chemicals

Please see attached communications from David Boucher, Superintendent of the Wastewater Department dated June 30, 2020 for project specific details related to these purchases.

Item: Wastewater Chemicals: Sodium Bisulfite  
Value: \$64,000  
Vendor: JCI Jones Chemical  
Department: 169 Public Works  
Source Fund: 61156 Wastewater Chemicals

Ordinance: **§ 5-84 Special purchase procedures A. (3)** Purchases which can be procured through Cooperative intergovernmental purchase agreements with other governmental jurisdictions.

The Superintendent of Wastewater and Purchasing respectfully requests your approval of this purchase.

Respectfully,

*Kelly Parkinson*

Purchasing Manager

Cc: D Boucher  
C O'Connor

## City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: June 30, 2020

From: David Boucher, Superintendent  
Wastewater Department

Re: Sodium Bisulfite

**B. Motion:** To approve the purchase of the chemical Sodium Bisulfite in the amount of \$64,000 from JCI Jones Chemical of Sarasota, FL. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 61 Supplies & Materials.

**Discussion:** The Wastewater Department again participated in the Northeast/Merrimack Valley Chemical Consortium (NEMVCC) bid process. Sealed bids were due by May 21, 2020 electronically or on paper to the Groton Water Department.

JCI Jones Chemical was the low bidder for sodium bisulfite for the FY21 bid. Sodium bisulfite is used to remove residual chlorine in the wastewater before it is discharged. This chemical is used at the Wastewater Treatment Facility.

#79 – Sodium Bisulfite 38%, Bulk, price/ wet lb.

JCI Jones Chemical	Sarasota, FL	\$0.1179
PVS Chemical Solutions	Detroit, MI	\$0.1265
Univar U.S.A., Inc	Morrisville, PA	\$0.1790
Holland, Co	Adams, MA	\$0.1650



# THE CITY OF NASHUA

Administrative Services  
Purchasing Department

"The Gate City"

July 29, 2020  
Memo #21-011

TO: Mayor Donchess  
Finance Committee

SUBJECT: Purchase of Sign for Holman Stadium

Please see attached communications from Nicholas Caggiano, Superintendent Parks and Recreation Department dated July 23, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase of an electronic sign for Holman Stadium, Amherst St entrance  
Value: \$39,738  
Vendor: Scoreboard Enterprises Inc.  
Department: 177 Park Recreation  
Source Fund: GOFERR Grant

Ordinance: Pursuant to NRO : **§ 5-84 Special purchase procedures A. (3)** Purchases which can be procured through Cooperative intergovernmental purchase agreements with other governmental jurisdictions.

The Superintendent of Parks and Recreation and Purchasing respectfully request your approval of this contract.

Regards,

*Kelly Parkinson*  
Purchasing Manager

Cc: N Caggiano  
C O'Connor

## City of Nashua, Public Works Division

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

From: Nicholas Caggiano, Superintendent  
Parks and Recreation Department

Re: Purchase of an electronic sign with message board for Holman Stadium located at the Amherst Street entrance to the facility.

**A. Motion:** To approve the purchase of a GS6-60x150-15.85-R Galaxy Outdoor Message Center from Scoreboard Enterprises of Mansfield MA for the total purchase price of \$39,738. Funding will be through Department: 177 Parks and Recreation; Fund: Grant; Activity: GOFERR Grant.

**Attachments:** Quote

**Discussion:** Scoreboard Enterprises Inc. quoted these message centers through the Massachusetts Higher Education Consortium (MHEC) which is the equivalent of the State Bid.

This message center will free up a portable unit often stationed at the entrance to Holman Stadium and also replace the antiquated sign and post up letter board. It will be used by many City divisions to announce important information such as:

- Community Services: Covid 19 information on social distancing and mask use
- Health Department: testing sites, clinics, flu shots
- Emergency Management: amber alerts, active shooter information, shelter in place, FEMA information
- DPW: traffic pattern changes, weather statements, snow emergencies, facility closures, Solid Waste, Streets, Wastewater and P&R service announcements, parade information, civic event information

This new message center will be funded through the GOFFER grant as part of the reconstitution process not the Parks and Recreation Department budget.

# Scoreboard Enterprises Inc.

SALES - INSTALLATION - SERVICE

274 Fruit Street Mansfield, MA 02048  
508-339-8113 Fax 508-339-0184

www.scoreboardenterprises.com

Mike Renwick

Email: [mike@scoreboardenterprises.com](mailto:mike@scoreboardenterprises.com)

860-948-8112

## Estimate

Estimate #8648

11/7/2019

City of Nashua  
Attn: Accounts Payable  
PO Box 2019  
229 Main St.  
Nashua, NH 03064

Item	Description	Qty	Total
	Holman Stadium Message Display		
GS6-60x150-15.85-R...	Galaxy Outdoor Electronic Message Center - GS6 Series - 19.8mm RGB; 2V Interconnect Cable Length 20ft.	1	25,055.00
Verizon Data Plan fo...	Verizon Data Plan for Galaxy GS6 - includes data plan and control equipment.	1	1,358.00
External Temperatur...	External Temperature Sensor	1	275.00
Venus 1500 Software...	Web Seminar	1	300.00
	Accent Pieces		
Misc	DA-1000-8-LED; 3' H x 8'1" W - 2 trusses	1	3,420.00
Misc	2' x 2' Round Backlit Logo	2	1,850.00
Misc	Custom Outdoor Backlit Horizontal - 2 ad panels	1	4,530.00
Misc	MHEC Pricing + Discounting	1	-6,250.00
Shipping	Shipping	1	1,550.00
Installation- O/D Me...	Installation based on State/Local Building Code to include the following:  - Receive, inspect and uncrate new Daktronics Message Displays - Remove existing sign and paint existing pole - Mount and level Daktronics GS6-60x150 + Outdoor Backlit Ad Panels + Custom Trusses + Logo - Finish wire to power - power brought to the display by other - Install Verizon Communication Modem - Test all functions - Provide On-Site Start Up Training	1	7,650.00

**Total**

# Scoreboard Enterprises Inc.

SALES - INSTALLATION - SERVICE

274 Fruit Street Mansfield, MA 02048  
508-339-8113 Fax 508-339-0184

www.scoreboardenterprises.com

Mike Renwick

Email: [mike@scoreboardenterprises.com](mailto:mike@scoreboardenterprises.com)

860-948-8112

## Estimate

Estimate #8648

11/7/2019

City of Nashua  
Attn: Accounts Payable  
PO Box 2019  
229 Main St.  
Nashua, NH 03064

Item	Description	Qty	Total
Standard Exclusions	<p>Standard Exclusions to include:</p> <ul style="list-style-type: none"><li>- SEI requires full access to the site for the duration of the installation to include but not limited to - Crane Truck, Van, Trailer, Lift, Concrete Truck and Excavation Equipment access</li><li>- SEI is not responsible for finish landscaping around excavated areas</li><li>- SEI is not responsible for repairs to finish landscaping as a result of required installation access, however we will work diligently and closely with the owner to limit any impact to the area.</li><li>- SEI requires power to the base of the structure by others</li><li>- SEI is not responsible for removing excavated material from site - SEI does not provide soil testing required by us to move off site</li><li>- SEI is not responsible for the integrity of the existing structure or existing power/date feeds.</li><li>- SEI will pull through conduits provided by others</li><li>-Scoreboard Enterprises, Inc. is not responsible for unforeseen obstruction while excavating, i.e. rock, ledge, water, and pipe - additional cost may be incurred as a result of excavation obstructions to be invoiced separately</li><li>-Scoreboard Enterprises, Inc has based the above installation on normal soil conditions, if abnormal soil conditions are encountered, additional cost may be incurred as a result of additional footing design.</li><li>-The installation quote is based the scoreboards sizes provided on this quote, if larger scoreboards are selected it may result in increased installation costs due to footing &amp; steel requirements.</li><li>-Scoreboard Enterprises, Inc has based the above installation price on our standard Certificate of Insurance, if additional coverage or wording is required, additional fees will be the responsibility of the requestor for additional coverage/wording.</li></ul>	1	0.00

Quotes are valid for 60 days

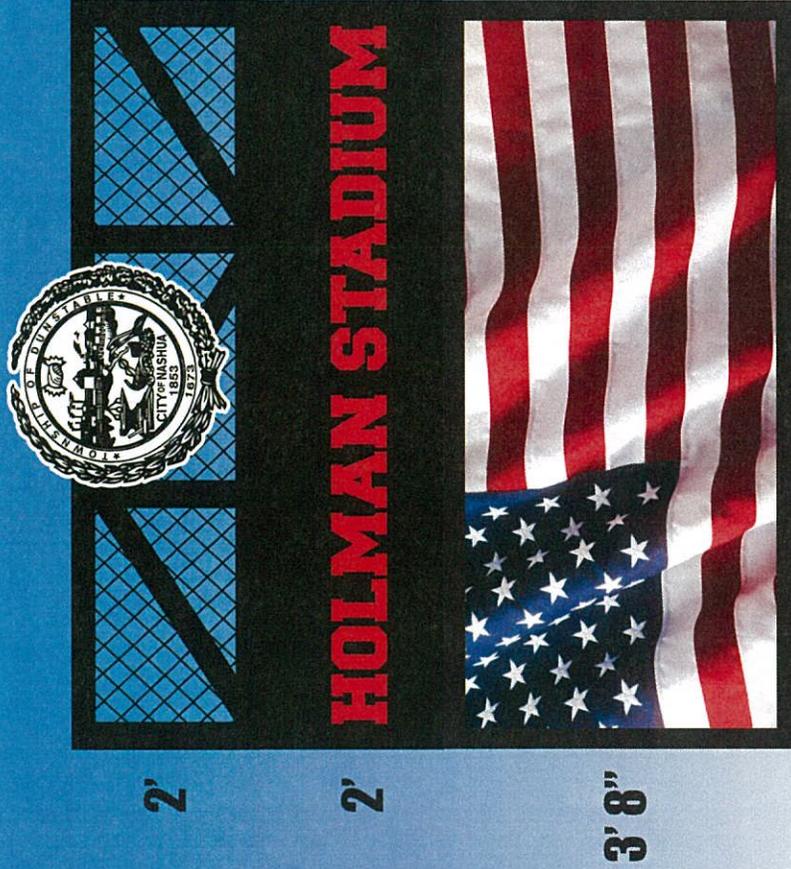
**Total \$39,738.00**

Scoreboards for all sports - Sound System Solutions - Portable Scoreboards - Swim Timing Systems - Message Centers - Custom Scoring & Timing System - Time/Temperature Displays - Gym Maintenance & Repair

# DAKTRONICS GALAXY

GS6 60x150 15.85mm  
Message Display

Custom DA-1000 Truss  
Back-lit 2' x 8' 1" Ad Panel



**Truss is not shown  
for production. Daktronics  
will need to adjust cross  
pieces and mesh for proper 8' 1  
proportions.**

**ALL DIMENSIONS ARE APPROXIMATE**





# THE CITY OF NASHUA

Administrative Services  
Purchasing Department

"The Gate City"

July 28, 2020  
Memo #21-012

TO: Mayor Donchess  
Finance Committee

SUBJECT: Pavement Management Engineering Services Contract Change Order

Please see attached communications from Daniel Hudson, City Engineer dated July 23, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Funding for year 2 of the 3 year contract for Paving Consulting  
Value: \$30,100  
Prior Approval: \$28,900  
Vendor: Stantec Consulting Services  
Department: 160 Admin/Engineering  
Source Fund: Paving Bond (2021 Year Four)

Ordinance: Pursuant to NRO § 5-83 Professional Services (A) In the purchase of accounting, architectural, auditing, engineering, legal, medical and ambulance services and purchases of independent professional consultant services for personnel, data processing, actuarial, planning, management and other comparable purchases competitive bidding shall not be required

The City Engineer, Board of Public Works (3/20/19 BPW meeting) and the Purchasing Department respectfully request your approval of this contract.

Regards,

*Kelly Parkinson*

Purchasing Manager

Cc: D Hudson  
C O'Connor

## City of Nashua, Public Works Division

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

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

Re: Pavement Management Support Services

**B. Motion:** To approve Change Order No. 1 to the Pavement Management Service Contract with Stantec Consulting Services, Inc. of Burlington, MA in an amount not to exceed \$30,100. Funding will be through Department: 160 Admin/Engineering; Fund: Bond; Activity: Paving.

**Attachment:** 3-Year Optional Pavement Management Support Service Proposal  
Stantec Pavement Management Change Order No. 1

**Discussion:** The City has contracted Stantec Consulting Services, Inc. since 2016 to provide assistance in evaluating the pavement condition of our 300 mile road network and to make recommendations on rehabilitation and preservation methods. Using their expertise, Stantec has provided assistance in developing the necessary protocols for preventative maintenance, including updating costs and decision trees for selecting prioritized lists of roadways to pave.

At the March 20, 2019 BPW meeting, the Board approved Stantec's contract to annually re-survey and evaluate 33 percent of the City's roadway network. However, funding is required to be approved annually. This request is for \$30,100 to fund the second year of the three-year contract.

Last year Stantec satisfactorily preformed the condition survey on the southern-third of the City. This year it is proposed to survey the middle-third of the City. Stantec will continue to use CartêGraph's PAVEMENTview® Plus software while evaluating approximately 101 miles, updating the Pavement Condition Index (PCI) rating for each road segment. This information enables us to assess the paving program's performance over time, monitor conditions, and select appropriate treatments in an objective and transparent way.

# CHANGE ORDER

No. 1

PROJECT: Pavement Management Services

OWNER'S CONTRACT NO.: Contract for Professional Services – Pavement Management Services

EXECUTED CONTRACT DATE: July 29, 2019

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

OWNER: City of Nashua, NH

OWNER's Purchase Order NO.: 149648

CONTRACTOR: Stantec Consulting Services, Inc.

ENGINEER: DPW Engineering

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

Description:

To execute the 2020 Pavement Management System 33% Update from the 3-Year Pavement Management Support Services Proposal.

Justification:

The City has contracted Stantec Consulting Services, Inc. since 2016 to provide assistance in updating the City's pavement condition records. This annual effort updates the condition of each roadway and provides a recommendation on what rehabilitation and preservation methods should be used.

Stantec annually re-surveys 33% of the City's roadway network, or approximately 101 centerline miles, updating the Pavement Condition Index (PCI) ratings using CartêGraph's PAVEMENTview® Plus software. Last year Stantec performed a condition survey on the southern-third of the City. The 2020 survey is planned for the middle-third of the City.

Attachments:

3-Year Optional Pavement Management Support Services Proposal

## Summary

<b><u>CHANGE IN CONTRACT PRICE:</u></b>		<b><u>CHANGE IN CONTRACT TIMES:</u></b>	
Original Contract Price  <b>\$28,900.00</b>		Original Contract Times  Substantial completion: <b>Dec 15, 2019</b> Ready for final payment: <b>Dec 31, 2019</b>	
Net changes from previous Change Orders  <b>\$0</b>		Net change from previous Change Orders  <b>0 days</b>	
Contract Price prior to this Change Order  <b>\$28,900.00</b>		Contract Times prior to this Change Order  Substantial completion: <b>Dec 15, 2019</b> Ready for final payment: <b>Dec 31, 2019</b>	
Net Increase ( <del>decrease</del> ) of this Change Order  <b>\$30,100</b>		Net Increase ( <del>decrease</del> ) of this Change Order  <b>366 Days</b>	
Contract Price with all approved Change Orders  <b>\$59,000</b>		Contract Times with all approved Change Orders  Substantial completion: <b>Dec 15, 2020</b> Ready for final payment: <b>Dec 31, 2020</b>	
<b><u>RECOMMENDED:</u></b>	<b><u>ACCEPTED:</u></b>	<b><u>APPROVED:</u></b>	
By: _____ DPW Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)	By: _____ Mayor Jim Donchess Owner (Authorized Signature)	
Date: _____	Date: _____	Date: _____	



**Stantec Consulting Services Inc.**  
5 Burlington Woods Drive Suite 210, Burlington MA 01803-4511

February 22, 2019

Stephen Dookran, P.E.  
City Engineer  
9 Riverside Street  
Nashua, NH 03062

Reference: **3-Year Optional Pavement Management Support Services Proposal**

Dear Mr. Dookran:

Per your request, Stantec Consulting Services, Inc. (Stantec) has prepared the following Pavement Management Services Proposal to ensure and protect the City's municipal pavement management system investment with providing system maintenance services to maintain the City's pavement management database system.

We hereby propose to maintain the City's Cartegraph pavement management system (PMS) in Cartegraph's Navigator, Stantec will update work history, conduct pavement conditions surveys, and perform data modeling and analysis on behalf of the City. Stantec will maintain the City's pavement management database and provide exports compatible with your GIS.

Below are specific work tasks proposed to support Nashua in continuing their pro-active approach to managing its pavement assets. The intent of these tasks will be to update the City's pavement management database on an annual basis by utilizing ongoing asset facility distress surveys, conduct data analysis for future capital improvement planning and monitor system-wide metrics on Nashua's roadways.

**WORK TASKS:**

**Pavement Management System Update:**

Stantec will annually re-survey 33% of the City's roadway network, approximately 101 centerline miles each year to update the pavement surface condition (PCI) ratings using CartêGraph's PAVEMENTview@Plus software. No data will be collected on indices other than pavement condition. For each pavement segment, Stantec will capture a digital picture image and link to the database.

Stantec staff will enter and update new work history repair records for the past construction season, update distress inspection records, and conduct modeling and analysis of upcoming fiscal year roadway repair plan. This service includes attendance at one (1) meeting at Nashua DPW, a written annual summary describing Nashua's pavement condition network and financial needs, and GIS shapefile export.

**SCHEDULE:**

Stantec will initiate the proposed work tasks immediately upon receipt of an executed copy of this agreement/Notice to Proceed such that work tasks can be performed as soon as possible. This project is expected to require approximately six (6) months from start to completion of each annual update.

Task	Expected Completion Schedule
Executed Contract Notice to Proceed	March 2019
2019 Pavement Management System 33% Update	October 2019
Optional 2020 Pavement Management System 33% Update	October 2020
Optional 2021 Pavement Management System 33% Update	October 2021

**FEE:**

Our not to exceed fee to complete the proposed scope of services as defined above is Twenty-Eight Thousand and Nine Hundred Dollars (\$28,900). Should the scope of services be expanded, Stantec will discuss the additional fee to accomplish the additional scope and an amendment to this Agreement will be executed. The proposed scope of services as defined above is broken down as follows:

1. 2019 Pavement Network-Level Update Task: \$ 28,900
2. Optional 2020 Pavement Network-Level Update Task: \$ 30,100
3. Optional 2021 Pavement Network-Level Update Task: \$ 31,600

**INVOICES:**

Stantec will invoice the City on a monthly basis during the performance of our services, the amount of each invoice will be based on the percentage completion for each work task at the time of work performance.

Enclosed are two (2) originals. Please indicate your acceptance of this proposal by signing and dating in the spaces provided and returning one signed copy to Stantec.

Regards,

**STANTEC CONSULTING SERVICES INC.**



**William P. Scarpati**  
Senior Project Manager  
Phone: (781) 221-1165  
william.scarpati@stantec.com



**William R. Moore, P.E.**  
Senior Principal  
Phone: (603) 263-4654  
bill.moore@stantec.com

**ACCEPTANCE OF THIS PROPOSAL:**

If the City of Nashua agrees with proposal, the City of Nashua shall authorize Stantec to perform the work by signing and returning a copy of this proposal. By signing, the City acknowledges and agrees to attached Stantec's Scope of Services, Schedule, Fee, and previously agreed Terms and Conditions.

**CITY:**

**By:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_



# THE CITY OF NASHUA

Administrative Services  
Purchasing Department

"The Gate City"

July 28, 2020  
Memo #21-013

TO: Mayor Donchess  
Finance Committee

SUBJECT: Pavement Management Engineering Services Contract Change Order

Please see attached communications from Daniel Hudson, City Engineer dated July 23, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Change Order - Sidewalk Construction Contract  
Value: \$40,000 (not to exceed)  
Prior Approval: \$171,759  
Vendor: RWC Enterprises  
Department: 160 Admin/Engineering  
Source Fund: Southeast Quadrant Fund (\$31,000) & Capital Fund (\$9,000)

Ordinance: Pursuant to § 5-78 Major purchases (greater than \$10,000) A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The City Engineer, Board of Public Works (7/23/20 BPW meeting) and the Purchasing Department respectfully request your approval of this contract.

Regards,  
*Kelly Parkinson*  
Purchasing Manager

Cc: D Hudson  
C O'Connor

## City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: July 23, 2020

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

Re: 2020 Sidewalk Program  
Change Order No. 1

**C. Motion:** To approve Change Order No. 1 to the 2020 Sidewalk Program Contract with RWC Enterprises of Nashua, NH for an amount not to exceed \$40,000 funded through the Southeast Quadrant Funds (\$31,000) and Capital (\$9,000). Funding will be through Department: 160 Admin/Engineering; Funds: Trust and Capital; Account Category: 54 Property Services and Activity: Sidewalks.

**Discussion:** In May a 2020 Sidewalk Program contract was approved to reconstruct approximately 900 feet of sidewalk on the south side of East Hollis Street between CVS and Harbor Avenue. Work includes construction of concrete pedestrian sidewalk, resetting of curb, and ADA compliance improvements at Medical Center Drive.

The purpose of this Change Order No. 1 is to address additional identified issues, including constructing ADA compliant ramps and landings at three adjacent street corners at the East Hollis Street/Harbor Ave/Spruce Street intersection, increasing thickness of sidewalk at the East Hollis Street/Medical Center Drive intersection to protect against damage from trucks, and improving matches to abutting properties through widened sidewalk and back curbing.

A Change Order is still being negotiated. The not to exceed estimate is based on an engineer's estimate of probable cost for extended and new contract items.

# CHANGE ORDER

No. 1

PROJECT: 2020 Sidewalk Program

OWNER'S CONTRACT NO.: IFB0851-032720

EXECUTED CONTRACT DATE: 6/11/2020

DATE OF ISSUANCE: 7/24/2020 EFFECTIVE DATE: Upon City Approval

OWNER: City of Nashua, NH

OWNER's Purchase Order NO.: 156959

CONTRACTOR: RWC Enterprises

ENGINEER: DPW Engineering

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

1. The City will add to the Contract quantities for additional ADA improvements:
  - Harbor Ave at East Hollis Street (McDonalds) east intersection corner,
  - East Hollis Street at Spruce Street east intersection corner, (Wendy's)
  - East Hollis Street at Spruce Street west intersection corner (Nashua House of Pizza)
2. The City will add to the Contract the following items based upon unforeseen site conditions:
  - Item 604.4 Reconstructing/Adjusting Catch Basins and Inlets
  - Item 608.36 6" Reinforced Concrete Sidewalk
  - Item 609.56 Reset Granite Curb 6" High Back Curb
  - Item 646.51 Turf Establishment with Mulch, Loam, and Tackfiers

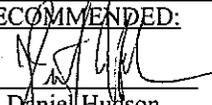
Unit costs provided for this work has been determined to be fair and reasonable.

Justification:

1. The project limits are adjacent to ADA deficient street corners on East Hollis Street at Harbor Ave and at Spruce Street that should be upgraded to be ADA compliant prior to paving East Hollis Street.
2. The inclusion of the additional pay items will allow for:
  - a. Work to continue despite unforeseen field conditions.
  - b. Inclusion of restoration items for disturbance at the back edge of sidewalk.
  - c. Inclusion of heavy duty sidewalk construction in an area prone to truck turn damage.

Total compensation for the work described and for changes to the Contract Documents shall not exceed \$40,000.00.

## Summary

<b><u>CHANGE IN CONTRACT PRICE:</u></b>		<b><u>CHANGE IN CONTRACT TIMES:</u></b>	
Original Contract Price		Original Contract Times	
<b>\$171,759.00</b>		Substantial completion: <b>August 7, 2020</b> Ready for final payment: <b>August 21, 2020</b>	
Net changes from previous Change Orders		Net change from previous Change Orders	
<b>\$0</b>		<b>0 days</b>	
Contract Price prior to this Change Order		Contract Times prior to this Change Order	
<b>\$171,759.00</b>		Substantial completion: <b>August 7, 2020</b> Ready for final payment: <b>August 21, 2020</b>	
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
<b>\$40,000.00</b>		<b>21 days</b>	
Contract Price with all approved Change Orders		Contract Times with all approved Change Orders	
<b>\$211,759.00</b>		Substantial completion: <b>August 28, 2020</b> Ready for final payment: <b>September 11, 2020</b>	
<b><u>RECOMMENDED:</u></b>	<b><u>ACCEPTED:</u></b>	<b><u>APPROVED:</u></b>	
By:  Daniel Hudson City Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)	By: _____ Mayor Jim Donchess Owner (Authorized Signature)	
Date: <u>07/27/2020</u>	Date: _____	Date: _____	

**SIDEWALK PROGRAM FY2020  
EAST HOLLIS STREET  
CO1 ADA Improvements**

Item No.	Item Description	Units	Quantites	Unit Price	Current Estimate
203.3	Unclassified Excavation	CY	13	\$50.00	\$643.52
304.3	Crushed Gravel	CY	8	\$25.00	\$189.81
403.12	Hot Bituminous Pavement, Hand Method	TON	0	\$200.00	\$0.00
608.24	4" Concrete Sidewalk	SY	22	\$75.00	\$1,666.67
608.26	6" Concrete Sidewalk	SY	6	\$100.00	\$620.37
608.54	Detectable Warning Device, Cast Iron, Powder Coated	SY	3	\$250.00	\$750.00
609.01	Straight Granite Curb	LF	206	\$60.00	\$12,360.00
609.02	Curved Granite Curb	LF	25	\$70.00	\$1,750.00
609.5	Reset Granite Curb	LF	25	\$50.00	\$1,250.00
618.6	Uniformed Officers	\$	0	\$1,800.00	\$0.00
618.7	Flaggers	HR	18	\$36.00	\$648.00
619.1	Maintenance of Traffic	U	0	\$1,000.00	\$0.00
628.1	Sawed Concrete Pavement	LF	30	\$6.00	\$180.00
628.2	Sawed Bituminous Pavement	LF	50	\$6.00	\$300.00
692	Mobilization (5%)	U	0	\$5,000.00	\$0.00
<b>Subtotal=</b>					<b>\$20,358.37</b>
<b>CO1 New Items</b>					
604.4	Reconstructing/Adjusting Catch Basins and Drop Inlets	LF	3	\$500.00	\$1,500.00
608.36	6" Reinforced Concrete Sidewalk	SY	26	\$130.00	\$3,380.00
609.56	Reset Granite Curb (6" Back Curb)	LF	125	\$55.00	\$6,875.00
646.51	Turf Establishment with Mulch, Loam, and Tackifiers	SY	225	\$35.00	\$7,875.00
<b>New Items Subtotal=</b>					<b>\$19,630.00</b>
<b>Contract =</b>					<b>\$171,759.00</b>
<b>CO-1 Rounded =</b>					<b>\$40,000.00</b>
<b>Project Total =</b>					<b>\$211,759.00</b>



# THE CITY OF NASHUA

Administrative Services  
Purchasing Department

"The Gate City"

July 28, 2020  
Memo #21-014

TO: Mayor Donchess  
Finance Committee

SUBJECT: Energy Recovery Upgrades

Please see attached communications from David Boucher, Superintendent Wastewater Department dated July 23, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Ammendment to the contract for upgrade of energy recovery system in the Nashua Wastewater Treatment Facility  
Value: \$19,568.90 (not to exceed)  
Prior Approval: \$101,695.74  
Vendor: Waldron Engineering  
Department: 169 Wastewater  
Source Fund: Wastewater

Ordinance: Pursuant to **§ 5-83. Professional services.** [NRO 1975, T. 4, § 1613; NRO 1987, § 2-248; amended 11-26-1977 by Ord. No. O-77-278; 4-22-1986 by Ord. No. O-86-50; 6-28-1988 by Ord. No. O-88-43; 3-10-1998 by Ord. No. O-98-05; 10-26-1999 by Ord. No. O-99-139] In the purchase of accounting, architectural, auditing, engineering, legal, medical and ambulance services and purchases of independent professional consultant services for personnel, data processing, actuarial, planning, management and other comparable purchases competitive bidding shall not be required. Competitive bidding is required in the procurement of insurance agents and consultants.

The Superintendent Wastewater Department, the Board of Public Works (July 23, 2020 meeting) and the Purchasing Department respectfully request your approval of this contract.

Regards,  
*Kelly Parkinson*  
Purchasing Manager

Cc: D Boucher  
C O'Connor

## City of Nashua, Public Works Division

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

From: David L. Boucher, Superintendent  
Wastewater Department

Re: Energy Recovery Upgrades – Construction Phase Services

**A. Motion:** To approve Amendment #2 to the contract with Waldron Engineering of Exeter, NH in an amount not to exceed \$19,568.90 for construction administration services for the Energy Recovery Upgrade Project. Funding will be through: Department: 169- Wastewater; Fund: Wastewater; Activity: Energy Recovery Upgrades.

**Attachment:** Waldron Engineering Contract

**Discussion:** The Nashua Wastewater Treatment Facility is undergoing an upgrade of its energy recovery system. Work began in the summer of 2019 and Waldron Engineer was awarded the construction phase services contract in the amount of \$76,762. As work progressed on the project, it was realized the construction work was more complicated and took longer to install than realized. Waldron requested Amendment #1 to the contract in the amount of \$24,933.74 for additional work related to unknown utilities, associated RFI and change order reviews, and related activities. The new contract value following CO1 came to \$101,695.74.

Amendment #2 is for additional time need for the consultant services as a result of the construction taking approximately 7 months longer than anticipated. Part of the delay can be attributed to the complexity of the project but also due to Covid-19 that resulted in the delays to the contractor's ability to get work done. Amendment #2 is for \$19,568.90 bring the total contact amount to \$121,264.64. The total contract amount is still very reasonable equating to only 6% of the contract value whereas most other project have construction services costs of 8 – 10% of the construction contract value.

AMENDMENT NO.2  
TO  
AGREEMENT BETWEEN  
CITY OF NASHUA, NEW HAMPSHIRE  
AND  
WALDRON ENGINEERING & CONSTRUCTION, INC.  
FOR  
ENGINEERING CONSTRUCTION SERVICES

This AMENDMENT No.2 made the \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between The City of Nashua, New Hampshire, (hereinafter called OWNER), and Waldron Engineering & Construction, Inc. (hereinafter called ENGINEER).

WHEREAS, an AGREEMENT was entered into on January 17, 2019 and amended on December 24, 2020 between the OWNER and ENGINEER, which AGREEMENT is entitled "*Engineering Construction Service.*"

hereinafter referred to as AGREEMENT.

WHEREAS, the ENGINEER is requesting supplementary funds to perform additional engineering and design services for the Construction Administration -Resident Engineering portion of the work, related to the extension of the project site construction period and in accordance with attached scope of work dated July 8, 2020.

Payment will be made in accordance with the original agreement based on hours and rates by labor category with mark-up and incidental expenses in accordance with the attached fee, as modified for this amendment.

NOW, THEREFORE, in consideration of said AGREEMENT and other good and valuable considerations, it is hereby agreed and acknowledged by and between OWNER and ENGINEER to amend the AGREEMENT, as follows:

The AGREEMENT shall be further amended to include this Amendment, a copy of which shall be attached thereto and made a part thereof.

1. That the dollar amount in Section III, Paragraph A, Item 2, on page 3 be amended to read:

**“One Hundred and Twenty-One Thousand and Two Hundred and Sixty-Four and 64/100 Dollars  
(\$121,264.64)”**

2. That the dollar amount in Section III, Paragraph B, Item 2, on page 3 be amended to read:

**“Thirty-Nine Thousand and Five Hundred and Thirty-Seven and 90/100 Dollars  
(\$39,537.90)”**

IN WITNESS WHEREOF, the parties hereto have made and executed this AMENDMENT to said AGREEMENT as of the day and year first above written.

**ENGINEER:**

WALDRON ENGINEERING & CONSTRUCTION, INC.

By: \_\_\_\_\_  
(Authorized Representative \*)

Date: \_\_\_\_\_

**OWNER:**

CITY OF NASHUA

By: \_\_\_\_\_  
(Authorized Representative \*)

Date: \_\_\_\_\_

**APPROVED:**

DEPARTMENT OF ENVIRONMENTAL SERVICES  
Water Division

By: \_\_\_\_\_  
(Authorized Representative \*\*)

Date: \_\_\_\_\_

\* Signatures should be supported by appropriate document.

\*\* It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

**COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF**

Form Approved  
DES 02/06

**PART I - GENERAL**

1. GRANTEE / LOANEE City of Nashua, New Hampshire		2. GRANT/LOAN NO.
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Waldron Engineering & Construction, Inc.		4. DATE OF PROPOSAL July 8th, 2020
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) 37 Industrial Drive, Exeter, Suite G-1, NH 03833	6. TYPE OF SERVICE TO BE FURNISHED Engineering Services	

**PART II - COST SUMMARY**

7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Project Manager	11	74	\$814	
Lead Engineer	19	52	\$988	
Staff Engineer	120	32	\$3,840	
Lead Designer	0	40	\$0	
Staff Designer	0	33	\$0	
Technician				
Clerical	8	21	\$168	
<b>DIRECT LABOR TOTAL:</b>				<b>\$5,810</b>
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST	
	190%	\$5,810	\$11,039	
<b>INDIRECT COSTS TOTAL:</b>				<b>\$16,849</b>
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$1,035	
(2) PER DIEM				
<b>TRAVEL COSTS TOTAL:</b>				
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST
<b>EQUIPMENT SUBTOTAL:</b>				
c. SUBCONTRACTS			ESTIMATED COST	
<b>SUBCONTRACTS SUBTOTAL:</b>				
d. OTHER (Specify categories)			ESTIMATED COST	
<b>OTHER SUBTOTAL:</b>				
e. OTHER DIRECT COSTS TOTAL:				<b>\$1,035</b>
<b>10. TOTAL ESTIMATED COST</b>				<b>\$17,884</b>
<b>11. PROFIT</b>				<b>\$1,684.90</b>
<b>12. TOTAL PRICE</b>				<b>\$19,568.90</b>



**Nashua Wastewater Treatment Facility - Energy Recovery Generator Upgrade Project -Construction Phase Engineering**  
**Waldron Engineering and Construction, Inc**

Revised 07-22-20

Phase	DES Phase Description	Project Manager	Lead Project Engineer	Staff Engineer	Lead Designer	Staff Designer	Admin	Total Hours per Phase	Total Direct Labor Cost per Phase	Total Indirect Labor Cost per Phase	Other Direct Expense	Total Labor Cost & Other Direct Expense	Total Profit per Phase	Total Labor Cost & Profit & ODC Per Phase
001	Construction Administration	14	16	64				94	\$3,916.00	\$7,440.00	\$600.00	\$11,956.00	\$1,136.00	\$13,092.00
002	Resident Engineering	34	72					106	\$6,260.00	\$11,894.00		\$18,154.00	\$1,815.00	\$19,969.00
003	Initial Start-Up	10	58	112			4	184	\$7,424.00	\$14,106.00	\$3,200.00	\$24,730.00	\$2,153.00	\$26,883.00
004	O & M Manual	4	16	84			16	120	\$4,152.00	\$7,889.00		\$12,041.00	\$1,204.00	\$13,245.00
005	Record Drawings	2	6	18			4	30	\$1,120.00	\$2,128.00		\$3,248.00	\$325.00	\$3,573.00
	Total Hours per Category	64	168	278			24	534						
	Rates	\$74.00	\$52.00	\$32.00			\$21.00							
	<b>Total Cost per Category</b>	<b>\$4,736</b>	<b>\$8,736</b>	<b>\$8,896</b>			<b>\$504</b>		<b>\$22,872.00</b>	<b>\$43,457.00</b>	<b>\$3,800.00</b>	<b>\$70,129.00</b>	<b>\$6,633.00</b>	<b>\$76,762.00</b>
	<b>AMEND-1</b>													
	Revised Design	4	15	161	20	17	6.7	223.7						
	Rates	\$74.00	\$52.00	\$32.00	\$40	\$33	\$21.00							
		\$296.00	\$780.00	\$5,152.00	\$800	\$561	\$140.70		\$7,729.70	\$14,686.43	\$276.00	\$22,692.13	\$2,241.61	\$24,933.74
	<b>AMEND-2</b>													
	Revised Resident Engineering	11	19	120			8	158						
	Rates	\$74.00	\$52.00	\$32.00			\$21.00							
		\$814.00	\$988.00	\$3,840.00	\$0	\$0	\$168.00		\$5,810	\$11,039	\$1,035	\$17,884	\$1,684.90	\$19,568.90
	<b>Total Cost per Category (Amended)</b>	<b>5,846.00</b>	<b>10,504.00</b>	<b>17,888.00</b>	<b>800.00</b>	<b>561.00</b>	<b>812.70</b>		<b>36,411.70</b>	<b>69,182.43</b>	<b>5,111.00</b>	<b>110,705.13</b>	<b>10,559.51</b>	<b>121,264.64</b>

July 7<sup>th</sup>, 2020

Mr. William Keating  
Project Engineer  
Nashua Waste Water Treatment Facility  
Via Email

Reference: Contract Amendment-2  
Construction Administration-Extension of Resident Engineering Services

Dear Mr. Keating,

Thank you for the opportunity to present NWWTF with this proposal to perform additional engineering and design services for the Construction Administration-Resident Engineering portion of the work, related to the extension of the project site construction period.

**Summary**

Waldron Engineering proposes to add resident engineering services related to supporting the project site through the extended on-site construction period.

Waldron notes that the general contractor's on -site construction has been extended by seven (7) months, which is due in part to the COVID-19 crisis.

Waldron notes that the original contract has sixteen (16) days of on-site visits, and that the extended construction period has required additional visits not envisioned by the original contract, which will now number Thirty-one (31) which has entailed fifteen (15) additional visits.

**Project Implementation plan**

Project plan will be implemented upon release by client. Project implementation is as follows:

- Support continuing contractor RFI's
- Support contractor continuing submittal reviews
- Continue periodic inspections of the project sight
- Review and provide opinions on contractor potential change orders
- Review with Owner noted concerns from site visits

**Deliverables**

Waldron will implement the work plan above and deliver reports to the Owner

- Site visit reports
- Completed RFI response
- Completed submittal reviews
- Completed Change order Reviews

**Clarifications**

Waldron did not perform periodic site visits at the height of the COVID-19 crisis, when no active work was being performed, and has not included that time here within.

This scope covers work specifically related to overall extension of time for the general contractor to be on-site.

**Commercial**

Waldron will implement the site work and reviews noted above for the lump sum price of nineteen thousand five hundred and sixty-eight and 90/100 (\$19,568.90), which will be invoiced as an additional line item in the existing project invoice.

Terms of payment are net-45 days from date of invoice.

**Next steps**

If this meets with your approval, we have availability to start the work right away.

After your review of these materials, please do not hesitate to contact me at 603-770-0842 or [jsmith@waldron.com](mailto:jsmith@waldron.com) with any questions or comments.

Sincerely,  
Waldron Engineering & Construction, Inc.

***Jeremy P. Smith***

Jeremy P. Smith, P.E.  
Project Manager



# THE CITY OF NASHUA

Administrative Services  
Purchasing Department

"The Gate City"

July 28, 2020  
Memo #21-015

TO: Mayor Donchess  
Finance Committee

SUBJECT: Radio System Hardware/Software Upgrade and Maintenance

Please see attached communications from William Mansfield, Radio Systems Manager dated July 23, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Motorola Radio Upgrades and Maintenance  
Value: \$240,152.26  
Vendor: Motorola Solutions  
Department: 157 Citywide Communications  
Source Fund: General

Ordinance: Pursuant to NRO : § 5-84 Special purchase procedures A. (4) Sole-source procurements, where the proposed purchase is manufactured by only one company.

The Radio Systems Manager and the Purchasing Department respectfully request your approval of this contract.

Regards,

*Kelly Parkinson*  
Purchasing Manager

Cc: W Mansfield  
J Graziano



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**City of Nashua, NH**  
**Citywide Communications Division**  
**Wireless Communications**

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July 23, 2020

To: Kelly Parkinson, Purchasing Manager

From: William Mansfield, Radio Systems Manager

RE: Motorola Service & System Upgrade Agreements

Dear Ms Parkinson,

Attached please find copies of the Motorola Service Agreement and the System Upgrade Agreement (SUA II), totaling \$240,152.26. These Contracts have been reviewed and approved by Legal.

***System Upgrade Agreement II***

The City of Nashua's radio system is scheduled to be upgraded on a biennial schedule to keep current with hardware, software and security features to avoid any catastrophic failures. Due to the ever changing technologies and the never ending security concerns in the cyber world, it is imperative that the City continue the biennial upgrades to reduce our risk of a system failure. This will be the second payment of a two year SUA II. This year's installment is \$199,782.71. The upgrade has been scheduled for April 2021.

Along with the System Upgrade Agreement the Communication Division is also requesting to purchase the following additional services to assist with maintaining the system.

***Remote Security Upgrade Services*** ***\$20,564.19***

This service provides the City with the software necessary to upgrade our system security on a weekly basis. The City receives notification of an upgrade being available, the upgrade is received and then the upgrade is installed into the necessary equipment by our employees.

***ASTRO Technical Support*** ***\$8,041.17***

This service allows the Citywide Communications Staff to contact Motorola Solutions experts in Elgin, IL to assist us in troubleshooting issues or problems with the radio system.

***Preventive Maintenance*** ***\$11,764.37***

This service provides a Motorola System Technologist and the Local Radio Shop, Two Way Communications, to respond to the City on an annual basis and perform Preventive Maintenance on the system. The City's Communications Division does not have the equipment necessary to perform this function. The cost of this equipment would be too costly for the City to acquire and would require a substantial amount of additional training to be able to perform. It is more cost effective to have the personnel with the equipment and training to perform this function.

Pursuant to NRO Sec 5-84 (A)(4), Special purchasing procedures for sole-source procurements, a quotation dated April 2, 2020 was solicited from Motorola Solutions Inc. to purchase Maintenance Services along with the System Upgrade Agreement (SUA II) totaling \$240,152.26. Funding for these services is available in the FY 21 Citywide Communications Budget, Communications Equipment Maintenance, Account #57. 1. 620 54435.

Sincerely,

William Mansfield  
Radio Systems Manager  
City of Nashua

# SERVICE AGREEMENT

1299 E Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

Contract Number: USC000005299  
Contract Modifier: RN30-MAY-17

Date: 02-APR-2020

Company Name: Nashua Police Dept, City Of
Attn:
Billing Address: 229 Main St
City, Province, Postal Code: Nashua,NH,03060
Customer Contact: Lt William Mansfield
Phone: 603-594-3521

Required P.O.:  
Customer #: 1000413138  
Bill to Tag#: 0001  
Contract Start date: 01-JUL-2020  
Contract End date: 30-JUN-2021  
Anniversary Day: JUN 30th  
Payment Cycle: ANNUAL  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
1	SVC01SVC0140C	REMOTE SUS MANAGEMENT	\$1,713.68	\$20,564.19
1	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$670.10	\$8,041.17
1	SVC01SVC1405C	NETWORK PREVENTATIVE MAINT	\$980.36	\$11,764.37
			Sub Total	\$3,364.14
			Taxes	
			Grand Total	\$3,364.14
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			TAXES MAY APPLY AS PER THE JURISDICTIONS	
Contract End Date is the same as the Termination Date for purposes of Section 17.7 below				

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

\_\_\_\_\_  
AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

\_\_\_\_\_  
CUSTOMER (PRINT NAME)

\_\_\_\_\_  
MOTOROLA REPRESENTATIVE (SIGNATURE) TITLE DATE

Joshua Morick 518-928-2073  
\_\_\_\_\_  
MOTOROLA REPRESENTATIVE (PRINT NAME) PHONE

Company Name : Nashua Police Dept, City Of  
Contract Number : USC000005299  
Contract Modifier : RN30-MAY-17  
Contract Start Date: 01-JUL-2020  
Contract End Date : 30-JUN-2021

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM

THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than three (3) years after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15. INTENTIONALLY OMITTED**

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement shall be governed by the laws of the State of New Hampshire and any claim or action brought relating to this Agreement, the work performed or contracted to be performed hereunder shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9<sup>th</sup> Circuit Court, Nashua.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

# SERVICE AGREEMENT

1299 E Algonquin Road  
 Schaumburg, IL 60196  
 (800) 247-2346

Contract Number: USC000044501  
 Contract Modifier: RN30-MAY-17

Date: 02-APR-2020

Required P.O.:

Company Name: Nashua Police Dept, City Of Attn: Billing Address: 229 Main St City, Province, Postal Code: Nashua,NH,03060 Customer Contact: Lt William Mansfield Phone: 603-594-3521
---

Customer #: 1000413138  
 Bill to Tag#: 0001  
 Contract Start date: 01-JUL-2020  
 Contract End date: 30-JUN-2021  
 Anniversary Day: JUN 30th  
 Payment Cycle: ANNUAL  
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
1	SVC04SVC0169A	***** Recurring Services ***** SYSTEM UPGRADE AGREEMENT II	\$16,648.56	\$199,782.71
Sub Total			\$16,648.56	\$199,782.71
Taxes				
Grand Total			\$16,648.56	\$199,782.71
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS Contract End Date is the same as the Termination Date for purposes of Section 17.7 below			TAXES MAY APPLY AS PER THE JURISDICTIONS	

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
-------------------------------	-------	------

CUSTOMER (PRINT NAME)

MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
-------------------------------------	-------	------

Joshua Morick	518-928-2073	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

Company Name : Nashua Police Dept, City Of

Contract Number : USC000044501  
Contract Modifier : RN30-MAY-17  
Contract Start Date: 01-JUL-2020  
Contract End Date : 30-JUN-2021

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer (1) maintenance, support, or other services under a Motorola Service Agreement, (2) installation services under a Motorola Installation Agreement, or (3) SUA services (defined below) program as more specifically set forth in the attached SUA Addendum.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

2.4 "SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

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5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more

than three (3) years after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

#### **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

#### **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

#### **Section 15. INTENTIONALLY OMITTED**

#### **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

#### **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement shall be governed by the laws of the State of New Hampshire and any claim or action brought relating to this Agreement, the work performed or contracted to be performed hereunder shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9<sup>th</sup> Circuit Court, Nashua.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

## **SUA ADDENDUM**

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of SUA services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

### **1. DEFINITIONS**

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

### **2. SCOPE**

Motorola will provide SUA Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

### **3. TERMS AND CONDITIONS**

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

#### **3.2 SUA SERVICES**

3.2.1 **PURCHASE ORDER ACCEPTANCE.** Purchase orders for SUA services and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.2.2 The Software License Agreement included as Exhibit A to this Addendum applies to any Motorola Software provided as part of the SUA transactions.

3.2.3 The term of this Addendum is one year years, commencing on the Start Date identified on the Cover Page. The SUA Price for the one (1) year of service is \$193,963.80, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the SUA is a subscription service as more fully described in the applicable SUA Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.4 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Amendment is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.5 Acceptance of a SUA transaction occurs when the Equipment (if any) and Software are delivered and the SUA services are fully performed; there is no Acceptance Testing with a SUA transaction.

3.2.6 The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA services is set forth in the SUA Statement of

Work.

3.2.7 In addition to the description of the SUA services and exclusions provided in the SUA Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) SUA services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- c) Unless specifically included in this Addendum or the SUA Statement of Work, SUA services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA services.

3.2.8 The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.9 SUA INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

4. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END



# THE CITY OF NASHUA

Administrative Services  
Purchasing Department

"The Gate City"

July 28, 2020  
Memo #21-016

TO: Mayor Donchess  
Finance Committee

SUBJECT: Energy Recovery Upgrade Change Order

Please see attached communications from David Boucher, Superintendent of the Wastewater Department dated July 23, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Change Order - Energy Recovery Upgrade  
Value: \$39,315 (not to exceed)  
Orig Approval: \$1,911,588.27  
Vendor: Methuen Construction  
Department: 169 Wastewater  
Source Fund: Wastewater

Ordinance: Pursuant to § 5-78 Major purchases (greater than \$10,000) A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Superintendent Wastewater Department, the Board of Public Works (July 23, 2020 meeting) and the Purchasing Department respectfully request your approval of this contract.

Regards,

*Kelly Parkinson*

Purchasing Manager

Cc: D Boucher  
C O'Connor

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: July 23, 2020  
From: David L. Boucher, Superintendent  
Wastewater Department  
Re: Energy Recovery Upgrade – Methuen Construction Change Order #7

**B. Motion:** To approve Change Order #7 to the Energy Recovery Upgrade contract with Methuen Construction Company of Plaistow, NH in an amount not to exceed \$39,315 for various mechanical, instrumentation and electrical modifications to the energy recovery room. Funding will be through: Department: 169- Wastewater; Fund: Wastewater; Activity: Energy Recovery Upgrade Project.

**Attachment:** Summary of PCO Items for Change Order #7

**Discussion:** The energy recovery upgrade project involves upgrading all the major components in the energy recovery room with new generators, piping, heat exchangers, pumps, controls and associated electrical components. The contract with Methuen Construction was originally in the amount of \$1,787,378. Change orders 1 thru 6 added \$124,210.27 to the contract value bringing the new contract amount to \$1,911,588.27.

Change order #7 consists of 9 additional items from the contractor (PCO 18, 21, 22, 23, 25, 27, 28, 29 and 30. PCO's 21, 22, 25 occurred as a result of generator supplier Milton CAT requiring changes to construction after the project was bid. PCO 23 is an item required by Eversource before electricity can be supplied back to the grid (after the project was bid). PCO 18 and 24 occurred as a result of the Wastewater Plant changing the location of the gas skid. PCO24 has been denied and is considered covered by PCO018. The remaining PCOs, 27, 28 and 29 are justified as these items that were not in contract and/or unexpected field conditions encountered during construction. PCO30 is to have the Contractor's integrator provide SCADA setup for the new controls. Originally that was going to be done in-house, but the electrician that was going to do the SCADA setup no longer works for the City. Waldron has lowered the amounts requested in many of these PCO's for various reasons as described in the backup material. The new contract value following approval of these change orders will be \$1,950,903.27.

**CHANGE ORDER**

No. 007

PROJECT: Energy Recovery Upgrade DATE OF ISSUANCE: 7/15/20  
 OWNER: City of Nashua, NH  
229 Main St, Nashua, NH  
 (Address)

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

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

Description:

Purpose of Change Order:

Justification:

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>1,787,378.00</u>	Original Contract Time <u>280 (final completion)</u> (days or date)
Previous Change Orders \$ <u>124,210.27</u>	Net change from previous Change Orders <u>10</u> (days)
Contract Price prior to this Change Order \$ <u>1,911,588.27</u>	Contract Time prior to this Change Order <u>290 (final completion)</u> (days or date)
Net Increase (Decrease) of this Change Order \$ <u>39,315.00</u>	Net Increase (decrease) this Change Order <u>0</u> (days)
Contract Price with all approved Change Orders \$ <u>1,950,903.27</u>	Contract Time with all Change Orders <u>290 (final completion)</u> (days or date)

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

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

RECOMMENDED: APPROVED: APPROVED: APPROVED:  
 By: Jeremy Smith By: \_\_\_\_\_ By: \_\_\_\_\_ By: \_\_\_\_\_  
 Engineer Owner Contractor NHDES  
7/15/20 \_\_\_\_\_  
 Date Date Date Date

Summary of PCO Items for Change Order 7

Energy Recovery Upgrades project

MC PCO	Description	MC COST	Amount		Comments
			Allowed	by Waldron	
PCO18	Fuel Blending Skid relocation	10108	6652	not enough deduct on original skid	
PCO19	Chimney Stack support	3126	0	was "as equal" to specs thfr no payment	
PCO20	Fuel train gas vents	6714.78	0	MC did not read plans correctly on where vent pipe is to terminate at designated location	
PCO21	Install Oil Mister	5648.38	3936	Waldron recommend 1/2 assessed costs	
PCO22	Piping relocation for generators	1837.55	891	Assessed at 1/2 value of work since flex hose installation on generator was foreseeable work	
PCO23	Install wiring T7 to switchgear	5171.4	5171	required by Eversource	
PCO24	Blending skid vents	9749.52	0	should have been part of PCO018; not clear any extra piping req'd due to skid relocation	
PCO25	Fuel train fabrication	2743.06	2743	justified since Milton CAT equipment required changes to pipe fabrication	
PCO25	Natural Gas Emission Testing	6725	0	Denied by Waldron-within scope of work	
PCO27	Recoring Stack 2	1109	1109	Approved by Waldron	
PCO28	Electrical costs due to damage wires	17168	736	Extra electrical cost should be expected when walls and/or floor was demoed as shown on plans	
PCO29	Upgrade SCADA HMI Interface	13452.26	10454	Justified as originally to be done by NWTf; but assessed at fair market value of work	
PCO30	Reconnect gas pressure transmitter to new control panel	7707.75	7623	Justified as transmitter is existing but was not connected Requires coring hole thru wall to new control panel location	

Total for CO7: \$39,315.00

MIC = Methuen Construction  
 PCO=Proposed Change Order

**WALDRON ENGINEERING & CONSTRUCTION, INC.**

To: William Keating, P.E., Project Engineer, Nashua Wastewater Treatment Facility  
From: Jeremy P. Smith, P.E., Waldron Engineering & Construction, Inc.  
Date: June 26, 2020  
Re: Change Order Request Review 018  
NWWTF Energy Recovery Upgrade Project  
Attachments: Methuen Construction PCO-018 Fuel blending skid relocation

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Mr. Keating:

Waldron has compiled its review based on review of the Owner's documentation (design documents, OEM submittals, submittal reviews, RFI responses, and project notes) and the Contractor's documentation (RFI's, Submittals, Reports, issued Change Orders). Specifically; Waldron has reviewed the issue of additional work associated with the relocation of the fuel blending skid.

**Summary Review**

<b>Original Schedule</b>	<b>Schedule Adjustment claim</b>	<b>Direct Schedule Impact Assessment</b>	<b>Schedule Claim Recommended</b>
None	10	0	0
<b>Original Cost</b>	<b>Cost Adjustment claim</b>	<b>Direct Cost Impact Assessment</b>	<b>Cost Adjustment Recommended</b>
None	\$10,108	\$9,633 to \$14,450	\$6,652

**Detailed Review-Base Cost Validity**

Methuen has made a claim for the work as required based on RFI responses, submittal reviews and Field conditions. The claim is based on their work and their subcontractor's work resulting from the above. Waldron has reviewed the design documents, OEM submittals, submittal reviews, and RFI responses regarding this issue. Waldron has relied on vendor quotes, project cost estimations, historical project data, RS Means, and its own proprietary cost data to review the cost validity of the work scope.

The relocation of the fuel blending skid was to maintain access to the digester equipment. MC did need to extend piping and provide on-wall pipe supports. MC was able to remove pipe stanchion supports that would have been required in the original design. MC was also able to remove foundations for pipe stanchions.

Overall Waldron concurs with MC's representation of their costs, but recommends a higher value be assigned to the deduct.

Mr. William Keating  
 COR review  
 6/26/20

The table below summarizes the total value of the work, which will be assessed value of the work performed less the assessed value of the deduct.

The claimed cost of work (take the lower of the higher estimate or the claim)

Claimed Cost of Work	Fair Market Value of Work scope	Allowable Mark-up**	Work Value Assessment
\$13,133	\$9,747 (includes materials & equipment)*	15% on MC Work 10% on Subs (<\$50k) 7-1/2% on Subs (\$50-100k) 5% on Subs (>100k)	\$13,133
*Market Value Assessment=\$9,633 to \$14,450 (+/- 20%)			

The claimed cost of the deduct (take the higher of the lower estimate or the claim)

Claimed Cost of Deduct	Fair Market Value of Work scope	Allowable Mark-up**	Deduct Value Assessment
\$5,012	\$8,850 (includes materials & equipment)*	15% on MC Work 10% on Subs (<\$50k) 7-1/2% on Subs (\$50-100k) 5% on Subs (>100k)	\$7,788
*Market Value Assessment=\$7,788 to \$11,682 (+/- 20%)			

Total value assessed is assessed work less assessed deduct plus allowance for fees

Work Value Assessment	Deduct Assessment	Aggregated fees and bonding	Total Value Assessment
\$13,133	(\$7,788)	\$1,307	\$6,652

Detailed Review-Schedule

Methuen made a claim for schedule adjustment but has not provided a CPM (critical path method) schedule showing how this item moved onto the critical path. Their schedule claim is therefore evaluated at 0 days. Therefore we recommend 0 days be awarded.

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	10	0	0

Mr. William Keating  
COR review  
6/26/20

Conclusion

Waldron has reviewed all the available information, and has taken into consideration the factors surrounding the issues in question.

Waldron recommends approving \$6,652 of the claim as noted above 0 days of schedule relief.

If you have any questions on the above, please don't hesitate to contact me at 603 772 7153 x 105 or [jsmith@waldron.com](mailto:jsmith@waldron.com)

Sincerely  
Waldron Engineering & Construction, Inc.

***Jeremy P. Smith, P.E.***

Jeremy Smith, P.E.



**PCO #018**

Methuen Construction Co., Inc.  
 144 Main Street - PO Box 980  
 Plaistow, New Hampshire 03865  
 Phone: (603) 328-2222

Project: 181012 - Nashua Energy Recovery Upgrade  
 2 Sawmill Rd.  
 Nashua, New Hampshire 03060

**Prime Contract Potential Change Order #018: Fuel Blending Skid Relocation**

<b>TO:</b>	City of Nashua 229 Main Street Nashua New Hampshire, 03060	<b>FROM:</b>	Methuen Construction Co., Inc. 144 Main Street PO Box 980 Plaistow New Hampshire, 03865
<b>PCO NUMBER/REVISION:</b>	018 / 0	<b>CONTRACT:</b>	IFB0501-090618 NASHUA PO #146851 - Nashua Energy Recovery Upgrade
<b>REQUEST RECEIVED FROM:</b>	Jeremy Smith, P.E. (Waldron Engineering & Construction, Inc.)	<b>CREATED BY:</b>	Kelly Rochford (Methuen Construction Co., Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/10 /2020
<b>REFERENCE:</b>		<b>DATE SENT:</b>	5/26/2020
<b>FIELD CHANGE:</b>	No	<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>LOCATION:</b>	Fuel Blending Skid		
<b>SCHEDULE IMPACT:</b>	10 days	<b>ACCOUNTING METHOD:</b>	Amount Based
<b>PAID IN FULL:</b>	No	<b>TOTAL AMOUNT:</b>	\$10,108.41

Methuen Construction (MC), hereby submits this PCO in accordance with the documentation referenced herein. It is expressly understood and agreed that this proposal is valid for the time as specified within this document from the date of the PCO. The Proposal is based upon current day construction costs and does not include escalation costs for any material items that are either volatile or market sensitive. This Proposal does not include overtime acceleration or expediting costs. This proposal does not include the costs associated with out of sequence construction, interference, impact related delays and disruptions. MC reserves its rights under the agreement to seek additional time, indirect and impact costs associated with the PCO, once the impacts can be fully evaluated. This proposal is submitted based on the understanding that it is exempt from WBE/MBE participation requirements and acceptance of this proposal waives the participation requirements associated with this additional work.

**POTENTIAL CHANGE ORDER TITLE:** Fuel Blending Skid Relocation

**CHANGE REASON:** Client Request

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

CE #042 - PCO 018 Fuel Blending Skid Relocation

Per RFI#21 the Owner requested the relocation of the fuel blending skid to maintain access to the digester. This relocation has caused in an increase in costs related to this work. This proposal covers the additional labor and materials required for the relocation including added vent pipe length, added biogas, natural gas and blended gas piping, additional hangers as well as custom supports for the skid. In addition, this relocation impacted the overall project completion so we are requesting and additional 10 days be added to the contract completion date.

**ATTACHMENTS:**

PCO No 18- FBS Extra Work.pdf

#	Cost Code	Description	Type	Amount	Burden Rate (43.00% Applies to Labor.)	Subtotal
1	001-0002 - Sick Time	Labor	Labor	\$ 2,431.28	\$ 1,045.45	\$3,476.73
2	22-0150 - PROCESS PIPING	Subcontractor Labor	Subcontract or	\$ 7,110.00	\$ 0.00	\$7,110.00



PCO #018

	INSTALLATION					
3	22-0150 - PROCESS PIPING INSTALLATION	Labor	Subcontractor	(\$5,012.32)	\$ 0.00	(\$5,012.32)
4	22-0150 - PROCESS PIPING INSTALLATION	Material	Material	\$ 2,547.44	\$ 0.00	\$2,547.44
Subtotal:				\$7,076.40	\$1,045.45	\$8,121.85
GC Work Total Fee - Labor: 13.00% Applies to Labor.						\$ 451.81
GC Work Total Fee - Material & Equipment: ≈ 17.74% Applies to Other, Material, and Equipment.						\$ 451.81
GC Subcontractors Work Fee: ≈ 32.81% Applies to Subcontractor.						\$ 688.17
Bond & General Liability: ≈ 4.05% Applies to Other, Material, Committed Costs, Labor, Rental Equipment Relief, Equipment, Subcontractor, and Burden.						\$ 394.77
Grand Total:						\$10,108.41

Jeremy Smith, P.E. (Waldron Engineering & Construction, Inc.)  
 37 Industrial Drive Suite G-1  
 Exeter, New Hampshire 03833

City of Nashua  
 229 Main Street  
 Nashua, New Hampshire 03060

Methuen Construction Co., Inc.  
 144 Main Street PO Box 980  
 Plaistow, New Hampshire 03865

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE



Doc #: PCO 18  
 Ref. Document:  
 Date: 3-Apr-20

PROJECT NAME: Nashua Energy Recovery

PROJECT NO: 181012

PHASE

**COST SUMMARY SHEET**

*FBS RELOCATION- Extra Work*

A	MC Labor (Recap Sheet):	\$3,476.73
B	MC Materials, & Equipment (Recap Sheet):	\$2,547.44
C	MC Fee (A x 15%) + (B x 15%):	\$903.63
D	Subtotal MC Work (A + B + C):	\$ 6,927.80
E	Total Subcontractors (Below):	\$7,110.00
F	MC Mark-up on Subcontractor Work (5%, 7.5% or 10%):	\$ 688.17
G	Bond (1%) and General Liability (1%):	\$394.77
H	Original FBS Location Credit	(\$5,012.32)
Total Proposal (D + E + F + G):		<u>\$ 10,108.41</u>

SUBCONTRACTOR SUMMARY		
Subcontractor	Description	Amount
JPW	Fabricate Extra Piping Due to Relocation of Fuel Blending Skid	\$ 7,110.00
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total Subcontractors:		<u>\$ 7,110.00</u>

**WALDRON ENGINEERING & CONSTRUCTION, INC.**

To: William Keating, P.E., Project Engineer, Nashua Wastewater Treatment Facility  
From: Jeremy P. Smith, P.E., Waldron Engineering & Construction, Inc.  
Date: March 26, 2020  
Re: Change Order Request Review 021  
NWWTF Energy Recovery Upgrade Project  
Attachments: Methuen Construction PCO-021 Oil Mister Installtion

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Mr. Keating:

Waldron has compiled its review based on review of the Owner's documentation (design documents, OEM submittals, submittal reviews, RFI responses, and project notes) and the Contractor's documentation (RFI's, Submittals, Reports, issued Change Orders). Specifically; Waldron has reviewed the issue of additional work associated with the installation of the jacket water booster pumps. Methuen has previously submitted for the related electrical scope of work.

Summary Review

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	5	0	0
Original Cost	Cost Adjustment claim	Direct Cost Impact Assessment	Cost Adjustment Recommended
None	\$5,648	\$3,926	\$3,936

Detailed Review-Base Cost Validity

Methuen has made a claim for the work as required based on RFI responses, submittal reviews and Field conditions. The claim is based on their work and their subcontractor's work resulting from the above. Waldron has reviewed the design documents, OEM submittals, submittal reviews, and RFI responses regarding this issue. Waldron has relied on vendor quotes, project cost estimations, historical project data, RS Means, and its own proprietary cost data to review the cost validity of the work scope.

The submitted PCO is based on additions to the work encountered in the field around field installation of the oil mister system for Engines 1&2. Installation of the oil mister was a foreseeable project work as it was listed as a ship loose item. However the work was more complicated than the simple ship loose listing. Waldron's opinion is to offer the contract ½ of the assted market value of the additional installation work.

Mr. William Keating  
 COR review  
 6/26/20

The table below summarizes the total value of the work, which will be assessed value of the work performed less the assessed value of the deduct.

The claimed cost of work (take the lower of the higher estimate or the claim)

Claimed Cost of Work	Fair Market Value of Work scope	Allowable Mark-up**	Work Value Assessment
\$5,649	\$3,200 (includes materials & equipment)*	15% on MC Work 10% on Subs (<\$50k) 7-1/2% on Subs (\$50-100k) 5% on Subs (>100k)	\$4,244
*Market Value Assessment=\$2,816 to \$4,244 (+/- 20%)			

The claimed cost of the deduct (take the higher of the lower estimate or the claim)

Claimed Cost of Deduct	Fair Market Value of Work scope	Allowable Mark-up**	Deduct Value Assessment
\$0	\$1,600 (includes materials & equipment)*	15% on MC Work 10% on Subs (<\$50k) 7-1/2% on Subs (\$50-100k) 5% on Subs (>100k)	\$1,280
*Market Value Assessment=\$1,280 to 1,920 (+/- 20%)			

Total value assessed is assessed work less assessed deduct plus allowance for fees

Work Value Assessment	Deduct Assessment	Aggregated fees and bonding	Total Value Assessment
\$4,244	(\$1,280)	\$732	\$3,696

Detailed Review-Schedule

Methuen made a claim for schedule adjustment but has not provided a CPM (critical path method) schedule showing how this item moved onto the critical path. Their schedule claim is therefore evaluated at 0 days. Therefore we recommend 0 days be awarded.

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	5	0	0

Mr. William Keating  
COR review  
6/26/20

Conclusion

Waldron has reviewed all the available information, and has taken into consideration the factors surrounding the issues in question.

Waldron recommends approving \$3,936 of the claim as noted above 0 days of schedule relief.

If you have any questions on the above, please don't hesitate to contact me at 603-772-7153 x 105 or [jsmith@waldron.com](mailto:jsmith@waldron.com)

Sincerely  
Waldron Engineering & Construction, Inc.

***Jeremy P. Smith, P.E.***

Jeremy Smith, P.E.



**PCO #021**

Methuen Construction Co., Inc.  
 144 Main Street - PO Box 980  
 Plaistow, New Hampshire 03865  
 Phone: (603) 328-2222

Project: 181012 - Nashua Energy Recovery Upgrade  
 2 Sawmill Rd.  
 Nashua, New Hampshire 03060

**Prime Contract Potential Change Order #021: Oil Mister Install**

<b>TO:</b>	City of Nashua 229 Main Street Nashua New Hampshire, 03060	<b>FROM:</b>	Methuen Construction Co., Inc. 144 Main Street PO Box 980 Plaistow New Hampshire, 03865
<b>PCO NUMBER/REVISION:</b>	021 / 0	<b>CONTRACT:</b>	IFB0501-090618 NASHUA PO #146861 - Nashua Energy Recovery Upgrade
<b>REQUEST RECEIVED FROM:</b>	Richard Czerw (Methuen Construction Co., Inc.)	<b>CREATED BY:</b>	Kelly Rochford (Methuen Construction Co., Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	4/10 /2020
<b>REFERENCE:</b>		<b>DATE SENT:</b>	5/27/2020
<b>FIELD CHANGE:</b>	Yes	<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>LOCATION:</b>			
<b>SCHEDULE IMPACT:</b>	5 days	<b>ACCOUNTING METHOD:</b>	Amount Based
<b>PAID IN FULL:</b>	No	<b>TOTAL AMOUNT:</b>	\$5,648.38

Methuen Construction (MC), hereby submits this PCO in accordance with the documentation referenced herein. It is expressly understood and agreed that this proposal is valid for the time as specified within this document from the date of the PCO. The Proposal is based upon current day construction costs and does not include escalation costs for any material items that are either volatile or market sensitive. This Proposal does not include overtime acceleration or expediting costs. This proposal does not include the costs associated with out of sequence construction, interference, impact related delays and disruptions. MC reserves its rights under the agreement to seek additional time, indirect and impact costs associated with the PCO, once the impacts can be fully evaluated. This proposal is submitted based on the understanding that it is exempt from WBE/MBE participation requirements and acceptance of this proposal waives the participation requirements associated with this additional work.

POTENTIAL CHANGE ORDER TITLE: Oil Mister Install

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #045 - PCO 021 Oil Mister Install

The 2 oil misters were requested to be added to each generator engine per PCO-013. These were not in the original bid documents, thus requiring extra work. The scope of work includes assembling two oil misters, installing support brackets to each WHB frame, and installing each oil mister. As a result of this, MC is requesting an additional 5 days to be added to the overall schedule.

ATTACHMENTS:

PCO 21- Oil Mister Install.pdf

#	Cost Code	Description	Type	Amount	Burden Rate (43.00% Applies to Labor.)	Subtotal
1	87-0305 - Generator mister install	Labor	Labor	\$ 2,729.60	\$ 1,173.73	\$3,903.33
2	87-0305 - Generator mister install	Equipment	Equipment	\$ 680.00	\$ 0.00	\$680.00
3	87-0301 - Generator pad changes	Material	Material	\$ 232.00	\$ 0.00	\$232.00



PCO #021

Subtotal:	\$3,641.60	\$1,173.73	\$4,815.33
		GC Work Total Fee - Labor: 15.00% Applies to Labor.	\$ 585.50
		GC Work Total Fee - Material & Equipment: 15.00% Applies to Other, Material, and Equipment.	\$ 136.80
		GC Subcontractors Work Fee: 10.00% Applies to Subcontractor.	\$ 0.00
		Bond & General Liability: 2.00% Applies to Other, Material, Committed Costs, Labor, Rental Equipment Relief, Equipment, Subcontractor, and Burden.	\$ 110.75
		Grand Total:	\$5,648.38

Jeremy Smith, P.E. (Waldron Engineering & Construction, Inc.)  
 37 Industrial Drive Suite G-1  
 Exeter, New Hampshire 03833

City of Nashua  
 229 Main Street  
 Nashua, New Hampshire 03060

Methuen Construction Co., Inc.  
 144 Main Street PO Box 980  
 Plaistow, New Hampshire 03865

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE



PROJECT NAME:

Nashua Energy Recovery

Doc #: PCO 21

Ref. Document:

Date: 26-May-20

PROJECT NO: 181012

PHASE

### COST SUMMARY SHEET

#### *Oil Mister Install*

A	MC Labor (Recap Sheet):	\$3,903.33
B	MC Materials, & Equipment (Recap Sheet):	\$912.00
C	MC Fee (A x 15%) + (B x 15%):	\$722.30
D	Subtotal MC Work (A + B + C):	\$ 5,537.63
E	Total Subcontractors (Below):	
F	MC Mark-up on Subcontractor Work (5%, 7.5% or 10%):	
G	Bond (1%) and General Liability (1%):	\$110.75

Total Proposal (D + E + F + G): \$ 5,648.38

#### SUBCONTRACTOR SUMMARY

Subcontractor	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

Total Subcontractors: \$ -

# WALDRON ENGINEERING & CONSTRUCTION, INC.

To: William Keating, P.E., Project Engineer, Nashua Wastewater Treatment Facility  
From: Jeremy P. Smith, P.E., Waldron Engineering & Construction, Inc.  
Date: July 9<sup>th</sup>, 2020  
Re: Change Order Request Review 022  
NWWTF Energy Recovery Upgrade Project  
Attachments: Methuen Construction PCO-022 Piping Re-location

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Mr. Keating:

Waldron has compiled its review based on review of the Owner's documentation (design documents, OEM submittals, submittal reviews, RFI responses, and project notes) and the Contractor's documentation (RFI's, Submittals, Reports, issued Change Orders). Specifically; Waldron has reviewed the issue of additional work associated with the installation of the jacket water booster pumps. Methuen has previously submitted for the related electrical scope of work.

### Summary Review

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	1	0	0
Original Cost	Cost Adjustment claim	Direct Cost Impact Assessment	Cost Adjustment Recommended
None	\$1,837.55	\$891.00	\$891.00

### Detailed Review-Base Cost Validity

Methuen has made a claim for the work as required based on RFI responses, submittal reviews and Field conditions. The claim is based on their work and their subcontractor's work resulting from the above. Waldron has reviewed the design documents, OEM submittals, submittal reviews, and RFI responses regarding this issue. Waldron has relied on vendor quotes, project cost estimations, historical project data, RS Means, and its own proprietary cost data to review the cost validity of the work scope.

The submitted PCO is based on additions to the work encountered in the field around field installation of the SCAC systems for Engines 1&2. Installation of the SCAC flex hoses was a foreseeable project work as it was listed as a ship loose item. However the work was more complicated than the simple ship loose listing. Waldron's opinion is to offer the contract ½ of the assed market value of the additional installation work.

Mr. William Keating  
 COR review  
 6/26/20

The table below summarizes the total value of the work, which will be assessed value of the work performed and taken at 1/2 value.

The claimed cost of work (take the lower of the higher estimate or the claim)

Claimed Cost of Work	Fair Market Value of Work scope	Allowable Mark-up**	Work Value Assessment
\$1,837	\$1,350 (includes materials & equipment)*	15% on MC Work 10% on Subs (<\$50k) 7-1/2% on Subs (\$50-100k) 5% on Subs (>100k)	\$1,782
*Market Value Assessment-\$1,188 to \$1,782 (+/- 20%)			

Work Value Assessment	Deduct Assessment	Mark down by 50% as noted above	Total Direct Value Assessment
\$1,782	(\$0)	\$891	\$891

Detailed Review-Schedule

Methuen made a claim for schedule adjustment but has not provided a CPM (critical path method) schedule showing how this item moved onto the critical path. Their schedule claim is therefore evaluated at 0 days. Therefore we recommend 0 days be awarded.

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	1	0	0

Conclusion

Waldron has reviewed all the available information, and has taken into consideration the factors surrounding the issues in question.

Waldron recommends approving \$891 of the claim as noted above 0 days of schedule relief.

If you have any questions on the above, please don't hesitate to contact me at 603-772-7153 x 105 or [jsmith@waldron.com](mailto:jsmith@waldron.com)

Sincerely  
 Waldron Engineering & Construction, Inc.

**Jeremy P. Smith, P.E.**  
 Jeremy Smith, P.E.



**PCO #022**

Methuen Construction Co., Inc.  
 144 Main Street - PO Box 980  
 Plaistow, New Hampshire 03865  
 Phone: (603) 328-2222

Project: 181012 - Nashua Energy Recovery Upgrade  
 2 Sawmill Rd.  
 Nashua, New Hampshire 03060

**Prime Contract Potential Change Order #022: Piping Relocation for Generator Engines**

<b>TO:</b>	City of Nashua 229 Main Street Nashua New Hampshire, 03060	<b>FROM:</b>	Methuen Construction Co., Inc. 144 Main Street PO Box 980 Plaistow New Hampshire, 03865
<b>PCO NUMBER/REVISION:</b>	022 / 0	<b>CONTRACT:</b>	IFB0501-090618 NASHUA PO #146861 - Nashua Energy Recovery Upgrade
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Anthony Crespo (Methuen Construction Co., Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	6/29 /2020
<b>REFERENCE:</b>		<b>DATE SENT:</b>	6/29/2020
<b>FIELD CHANGE:</b>	No	<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>LOCATION:</b>			
<b>SCHEDULE IMPACT:</b>	1 day	<b>ACCOUNTING METHOD:</b>	Amount Based
<b>PAID IN FULL:</b>	No	<b>TOTAL AMOUNT:</b>	\$1,837.55

Methuen Construction (MC), hereby submits this PCO in accordance with the documentation referenced herein. It is expressly understood and agreed that this proposal is valid for the time as specified within this document from the date of the PCO. The Proposal is based upon current day construction costs and does not include escalation costs for any material items that are either volatile or market sensitive. This Proposal does not include overtime acceleration or expediting costs. This proposal does not include the costs associated with out of sequence construction, interference, impact related delays and disruptions. MC reserves its rights under the agreement to seek additional time, indirect and impact costs associated with the PCO, once the impacts can be fully evaluated. This proposal is submitted based on the understanding that it is exempt from WBE/MBE participation requirements and acceptance of this proposal waives the participation requirements associated with this additional work.

**POTENTIAL CHANGE ORDER TITLE:** Piping Relocation for Generator Engines

**CHANGE REASON:** No Change Reason

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract is Changed As Follows)*  
CE #052 - PCO 022- Pipe Relocation for Generators

**ATTACHMENTS:**

#	Cost Code	Description	Type	Amount	Burden Rate (43.00% Applies to Labor)	Subtotal
1	22-0150 - PROCESS PIPING INSTALLATION	LABOR	Labor	\$ 577.36	\$ 248.26	\$825.62
2	22-0150 - PROCESS PIPING INSTALLATION	EQUIPMENT	Equipment	\$ 136.00	\$ 0.00	\$136.00







**WALDRON ENGINEERING & CONSTRUCTION, INC.**

To: William Keating, P.E., Project Engineer, Nashua Wastewater Treatment Facility  
From: Jeremy P. Smith, P.E., Waldron Engineering & Construction, Inc.  
Date: July 9<sup>th</sup>, 2020  
Re: Change Order Request Review 023  
NWWTF Energy Recovery Upgrade Project  
Attachments: Methuen Construction PCO-023 Remote Status Wiring

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Mr. Keating:

Waldron has compiled its review based on review of the Owner's documentation (design documents, OEM submittals, submittal reviews, RFI responses, and project notes) and the Contractor's documentation (RFI's, Submittals, Reports, issued Change Orders). Specifically; Waldron has reviewed the issue of additional work associated with the installation of the jacket water booster pumps. Methuen has previously submitted for the related electrical scope of work.

Summary Review

<b>Original Schedule</b>	<b>Schedule Adjustment claim</b>	<b>Direct Schedule Impact Assessment</b>	<b>Schedule Claim Recommended</b>
None	3	0	0
<b>Original Cost</b>	<b>Cost Adjustment claim</b>	<b>Direct Cost Impact Assessment</b>	<b>Cost Adjustment Recommended</b>
None	\$5,171.40	\$5,171	\$5,171

Detailed Review-Base Cost Validity

Methuen has made a claim for the work as required based on RFI responses, submittal reviews and Field conditions. The claim is based on their work and their subcontractor's work resulting from the above. Waldron has reviewed the design documents, OEM submittals, submittal reviews, and RFI responses regarding this issue. Waldron has relied on vendor quotes, project cost estimations, historical project data, RS Means, and its own proprietary cost data to review the cost validity of the work scope.

The submitted PCO is based on additions to the work encountered in the field around a requirement from Eversource to include a breaker status wired point. The conduit for this already existed, but new wire had to be pulled in to accommodate this work. This is an extra to the overall scope of work.

Mr. William Keating  
 COR review  
 7/9/20

The table below summarizes the total value of the work, which will be assessed value of the work performed at fair market conditions with no deducts or mark-down %.

The claimed cost of work (take the lower of the higher estimate or the claim)

Claimed Cost of Work	Fair Market Value of Work scope	Allowable Mark-up**	Work Value Assessment
\$5,171.40	\$4,140 (includes materials & equipment)*	15% on MC Work 10% on Subs (<\$50k) 7-1/2% on Subs (\$50-100k) 5% on Subs (>100k)	\$5,171
*Market Value Assessment-\$3,643 to \$5,465 (+/- 20%)			

Work Value Assessment	Deduct Assessment	Mark down by 0% as noted above	Total Direct Value Assessment
\$5,171	(\$0)	\$0	\$5,171

Detailed Review-Schedule

Methuen made a claim for schedule adjustment but has not provided a CPM (critical path method) schedule showing how this item moved onto the critical path. Their schedule claim is therefore evaluated at 0 days. Therefore we recommend 0 days be awarded.

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	3	0	0

Conclusion

Waldron has reviewed all the available information, and has taken into consideration the factors surrounding the issues in question.

Waldron recommends approving **\$5,171** of the claim as noted above **0** days of schedule relief.

If you have any questions on the above, please don't hesitate to contact me at 603-772-7153 x 105 or [jsmith@waldron.com](mailto:jsmith@waldron.com)

Sincerely  
 Waldron Engineering & Construction, Inc.

**Jeremy P. Smith, P.E.**  
 Jeremy Smith, P.E.



**PCO #023**

Methuen Construction Co., Inc.  
 144 Main Street - PO Box 980  
 Plaistow, New Hampshire 03865  
 Phone: (603) 328-2222

Project: 181012 - Nashua Energy Recovery Upgrade  
 2 Sawmill Rd.  
 Nashua, New Hampshire 03060

**Prime Contract Potential Change Order #023: PCO 023- 52U Remote Status Trip Wiring**

<b>TO:</b>	City of Nashua 229 Main Street Nashua New Hampshire, 03060	<b>FROM:</b>	Methuen Construction Co., Inc. 144 Main Street PO Box 980 Plaistow New Hampshire, 03865
<b>PCO NUMBER/REVISION:</b>	023 / 0	<b>CONTRACT:</b>	IFB0501-090618 NASHUA PO #146861 - Nashua Energy Recovery Upgrade
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Anthony Crespo (Methuen Construction Co., Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	6/30 /2020
<b>REFERENCE:</b>		<b>DATE SENT:</b>	
<b>FIELD CHANGE:</b>	No	<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>LOCATION:</b>			
<b>SCHEDULE IMPACT:</b>	3 days	<b>ACCOUNTING METHOD:</b>	Amount Based
<b>PAID IN FULL:</b>	No	<b>TOTAL AMOUNT:</b>	\$5,171.40

Methuen Construction (MC), hereby submits this PCO in accordance with the documentation referenced herein. It is expressly understood and agreed that this proposal is valid for the time as specified within this document from the date of the PCO. The Proposal is based upon current day construction costs and does not include escalation costs for any material items that are either volatile or market sensitive. This Proposal does not include overtime acceleration or expediting costs. This proposal does not include the costs associated with out of sequence construction, interference, impact related delays and disruptions. MC reserves its rights under the agreement to seek additional time, indirect and impact costs associated with the PCO, once the impacts can be fully evaluated. This proposal is submitted based on the understanding that it is exempt from WBE/MBE participation requirements and acceptance of this proposal waives the participation requirements associated with this additional work.

POTENTIAL CHANGE ORDER TITLE: PCO 023- 52U Remote Status Trip Wiring

CHANGE REASON: Client Request

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*  
 CE #053 - PCO 23- 52U Remote Status Trip Wiring

**ATTACHMENTS:**

#	Cost Code	Description	Type	Amount	Burden Rate (43.00% Applies to Labor.)	Subtotal
1	28-0100 - BASIC ELECTRICAL	SUBCONTRACTOR	Subcontract or	\$ 4,664.40	\$ 0.00	\$4,664.40
<b>Subtotal:</b>				\$4,664.40	\$0.00	\$4,664.40
<b>GC Work Total Fee - Labor: 15.00% Applies to Labor.</b>						\$ 0.00
<b>GC Work Total Fee - Material &amp; Equipment: 15.00% Applies to Other, Material, and Equipment.</b>						\$ 0.00
<b>GC Subcontractors Work Fee: = 8.7% Applies to Subcontractor.</b>						\$ 405.60





PROJECT NAME:

Nashua Energy Recovery

Doc #: PCO 23

Ref. Document:

Date: 30-Jun-20

PROJECT NO: 181012

PHASE

### COST SUMMARY SHEET

52U Remote Status Trip Wiring

A	MC Labor (Recap Sheet):	\$0.00
B	MC Materials, & Equipment (Recap Sheet):	\$0.00
C	MC Fee (A x 15%) + (B x 15%):	\$0.00
D	Subtotal MC Work (A + B + C):	\$ -
E	Total Subcontractors (Below):	\$4,664.40
F	MC Mark-up on Subcontractor Work (5%, 7.5% or 10%):	\$ 405.60
G	Bond (1%) and General Liability (1%):	\$101.40

Total Proposal (D + E + F + G): \$ 5,171.40

SUBCONTRACTOR SUMMARY		
Subcontractor	Description	Amount
EII	See attached	\$ 4,664.40
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

Total Subcontractors: \$ 4,664.40



**WALDRON ENGINEERING & CONSTRUCTION, INC.**

To: William Keating, P.E., Project Engineer, Nashua Wastewater Treatment Facility  
From: Jeremy P. Smith, P.E., Waldron Engineering & Construction, Inc.  
Date: July 9<sup>th</sup>, 2020  
Re: Change Order Request Review 025  
NWWTF Energy Recovery Upgrade Project  
Attachments: Methuen Construction PCO-025 Fuel train re-build

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Mr. Keating:

Waldron has compiled its review based on review of the Owner's documentation (design documents, OEM submittals, submittal reviews, RFI responses, and project notes) and the Contractor's documentation (RFI's, Submittals, Reports, issued Change Orders). Specifically; Waldron has reviewed the issue of additional work associated with the installation of the jacket water booster pumps. Methuen has previously submitted for the related electrical scope of work.

Summary Review

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	10	0	0
Original Cost	Cost Adjustment claim	Direct Cost Impact Assessment	Cost Adjustment Recommended
None	\$2,743.06	\$2,743	\$2,743

Detailed Review-Base Cost Validity

Methuen has made a claim for the work as required based on RFI responses, submittal reviews and Field conditions. The claim is based on their work and their subcontractor's work resulting from the above. Waldron has reviewed the design documents, OEM submittals, submittal reviews, and RFI responses regarding this issue. Waldron has relied on vendor quotes, project cost estimations, historical project data, RS Means, and its own proprietary cost data to review the cost validity of the work scope.

The submitted PCO is based on additions to the work encountered in the field around a requirement from CAT to accommodate fuel train components of mis-sized (not all one corresponding size) into a single assembly. While the fuel train components were listed as a ship loose item, it is not reasonable that the contractor would understand that those pieces of equipment would be mis-sized. We also note that CAT was requested to reduce their fuel train pressure drop to accommodate the operating profile of the blending skid, and this led to revised fuel train component selections, which were not all available in a full menu of sizes, which led to the mis-matched sizes (i.e. it was not logistically feasible to get every component in 2 1/2")

Mr. William Keating  
 COR review  
 7/9/20

The table below summarizes the total value of the work, which will be assessed value of the work performed at fair market conditions with no deducts or mark-down %.

The claimed cost of work (take the lower of the higher estimate or the claim)

Claimed Cost of Work	Fair Market Value of Work scope	Allowable Mark-up**	Work Value Assessment
\$2,743.06	\$2,500 (includes materials & equipment)*	15% on MC Work 10% on Subs (<\$50k) 7-1/2% on Subs (\$50-100k) 5% on Subs (>100k)	\$2,743
*Market Value Assessment-\$2,200 to \$3,300 (+/- 20%)			

Work Value Assessment	Deduct Assessment	Mark down by 0% as noted above	Total Direct Value Assessment
\$2,743	(\$0)	\$0	\$2,743

Detailed Review-Schedule

Methuen made a claim for schedule adjustment but has not provided a CPM (critical path method) schedule showing how this item moved onto the critical path. Their schedule claim is therefore evaluated at 0 days. Therefore we recommend 0 days be awarded.

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	10	0	0

Conclusion

Waldron has reviewed all the available information, and has taken into consideration the factors surrounding the issues in question.

Waldron recommends approving \$2,743 of the claim as noted above 0 days of schedule relief.

If you have any questions on the above, please don't hesitate to contact me at 603-772-7153 x 105 or [jsmith@waldron.com](mailto:jsmith@waldron.com)

Sincerely  
 Waldron Engineering & Construction, Inc.

**Jeremy P. Smith, P.E.**  
 Jeremy Smith, P.E.



**PCO #025**

Methuen Construction Co., Inc.  
 144 Main Street - PO Box 980  
 Plaistow, New Hampshire 03865  
 Phone: (603) 328-2222

Project: 181012 - Nashua Energy Recovery Upgrade  
 2 Sawmill Rd.  
 Nashua, New Hampshire 03060

**Prime Contract Potential Change Order #025: Fuel Train Fabrication**

<b>TO:</b>	City of Nashua 229 Main Street Nashua New Hampshire, 03060	<b>FROM:</b>	Methuen Construction Co., Inc. 144 Main Street PO Box 980 Plaistow New Hampshire, 03865
<b>PCO NUMBER/REVISION:</b>	025 / 0	<b>CONTRACT:</b>	IFB0501-090618 NASHUA PO #146861 - Nashua Energy Recovery Upgrade
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Anthony Crespo (Methuen Construction Co., Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	6/30 /2020
<b>REFERENCE:</b>		<b>DATE SENT:</b>	6/30/2020
<b>FIELD CHANGE:</b>	No	<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>LOCATION:</b>			
<b>SCHEDULE IMPACT:</b>	10 days	<b>ACCOUNTING METHOD:</b>	Amount Based
<b>PAID IN FULL:</b>	No	<b>TOTAL AMOUNT:</b>	\$2,743.06

Methuen Construction (MC), hereby submits this PCO in accordance with the documentation referenced herein. It is expressly understood and agreed that this proposal is valid for the time as specified within this document from the date of the PCO. The Proposal is based upon current day construction costs and does not include escalation costs for any material items that are either volatile or market sensitive. This Proposal does not include overtime acceleration or expediting costs. This proposal does not include the costs associated with out of sequence construction, interference, impact related delays and disruptions. MC reserves its rights under the agreement to seek additional time, indirect and impact costs associated with the PCO, once the impacts can be fully evaluated. This proposal is submitted based on the understanding that it is exempt from WBE/MBE participation requirements and acceptance of this proposal waives the participation requirements associated with this additional work.

POTENTIAL CHANGE ORDER TITLE: Fuel Train Fabrication

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*  
 CE #055 - PCO 25- Fuel Train Fabrication

Scope: Per RFI#62, we were required to fabricate and install extra pipe and fittings to accommodate the metric flanged connections on the generator fuel trains. As a result of this, MC is requesting 10 additional days to be added to the overall construction schedule due to delays in procurement of necessary flanges.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount	Burden Rate (43.00% Applies to Labor.)	Subtotal
1	22-0150 - PROCESS PIPING INSTALLATI ON	SUBCONTRACTOR	Subcontract or	\$ 2,144.00	\$ 0.00	\$2,144.00
2	22-0150 - PROCESS PIPING INSTALLATI ON	EQUIPMENT	Material	\$ 287.72	\$ 0.00	\$287.72



PCO #025

Subtotal:	\$2,431.72	\$0.00	\$2,431.72
GC Work Total Fee - Labor: 15.00% Applies to Labor.			\$ 0.00
GC Work Total Fee - Material & Equipment: 15.00% Applies to Other, Material, and Equipment.			\$ 43.16
GC Subcontractors Work Fee: 10.00% Applies to Subcontractor.			\$ 214.40
Bond & General Liability: 2.00% Applies to Other, Material, Committed Costs, Labor, Rental Equipment Relief, Equipment, Subcontractor, and Burden.			\$ 53.78
Grand Total			\$3,743.00

Jeremy Smith, P.E. (Waldron Engineering & Construction, Inc.)  
 37 Industrial Drive Suite G-1  
 Exeter, New Hampshire 03833

City of Nashua  
 229 Main Street  
 Nashua, New Hampshire 03060

Methuen Construction Co., Inc.  
 144 Main Street PO Box 980  
 Plaistow, New Hampshire 03865

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE



PROJECT NAME: Nashua Energy Recovery

Doc #: PCO 25  
 Ref. Document:  
 Date: 30-Jun-20

PROJECT NO: 181012  
 PHASE

### COST SUMMARY SHEET

#### *Fuel Train Fabrication*

A	MC Labor (Recap Sheet):	\$0.00
B	MC Materials, & Equipment (Recap Sheet):	\$287.72
C	MC Fee (A x 15%) + (B x 15%):	\$43.16
D	Subtotal MC Work (A + B + C):	\$ 330.88
E	Total Subcontractors (Below):	\$2,144.00
F	MC Mark-up on Subcontractor Work (5%, 7.5% or 10%):	\$ 214.40
G	Bond (1%) and General Liability (1%):	\$53.79
Total Proposal (D + E + F + G):		\$ 2,743.06

SUBCONTRACTOR SUMMARY		
Subcontractor	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total Subcontractors:		\$ -



**WALDRON ENGINEERING & CONSTRUCTION, INC.**

To: William Keating, P.E., Project Engineer, Nashua Wastewater Treatment Facility  
From: Jeremy P. Smith, P.E., Waldron Engineering & Construction, Inc.  
Date: **July 7<sup>th</sup>, 2020 (revised)**  
Re: Change Order Request Review **027**  
NWWTF Energy Recovery Upgrade Project  
Attachments: Methuen Construction PCO-027 Re-coring Stack#2

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Mr. Keating:

Waldron has compiled its review based on review of the Owner's documentation (design documents, OEM submittals, submittal reviews, RFI responses, and project notes) and the Contractor's documentation (RFI's, Submittals, Reports, issued Change Orders). Specifically; Waldron has reviewed the issue of additional work associated with the installation of the jacket water booster pumps. Methuen has previously submitted for the related electrical scope of work.

Summary Review

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	1	0	0
Original Cost	Cost Adjustment claim	Direct Cost Impact Assessment	Cost Adjustment Recommended
None	\$1,109	\$1,109	\$1,109

Detailed Review-Base Cost Validity

Methuen has made a claim for the work as required based on RFI responses, submittal reviews and Field conditions. The claim is based on their work and their subcontractor's work resulting from the above. Waldron has reviewed the design documents, OEM submittals, submittal reviews, and RFI responses regarding this issue. Waldron has relied on vendor quotes, project cost estimations, historical project data, RS Means, and its own proprietary cost data to review the cost validity of the work scope.

The submitted PCO is based on additions to the work for re-coring of the existing stack penetration, which was found in the field to be not plumb. Waldron's opinion is that the out-of-plumb core was an unforeseen existing condition which the G.C. could not reasonably have predicted during the project bid.

Mr. William Keating  
COR review  
6/26/20

Detailed review of the fair market value

Claimed Cost of Work	Fair Market Value of Work scope	Allowable Mark-up**	Work Value Assessment
\$1,109	\$640 (includes materials & equipment)*	15% on MC Work 10% on Subs (<\$50k) 1-1/2% on Subs (\$50-100k) 5% on Subs (>100k)	\$1,109
*Market Value Assessment-\$1,082 to \$1,624 (+/- 20%)			

Detailed Review-Schedule

Methuen made a claim for schedule adjustment but has not provided a CPM (critical path method) schedule showing how this item moved onto the critical path. Their schedule claim is therefore evaluated at 0 days. Therefore we recommend 0 days be awarded.

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	1	0	0

Conclusion

Waldron has reviewed all the available information, and has taken into consideration the factors surrounding the issues in question.

Waldron recommends approving \$1,109 of the claim as noted above 0 days of schedule relief.

If you have any questions on the above, please don't hesitate to contact me at 603-772-7153 x 105 or [jsmith@waldron.com](mailto:jsmith@waldron.com)

Sincerely  
Waldron Engineering & Construction, Inc.

**Jeremy P. Smith, P.E.**

Jeremy Smith, P.E.



**PCO #027**

Methuen Construction Co., Inc.  
 144 Main Street - PO Box 980  
 Plaistow, New Hampshire 03865  
 Phone: (603) 328-2222

Project: 181012 - Nashua Energy Recovery Upgrade  
 2 Sawmill Rd.  
 Nashua, New Hampshire 03060

**Prime Contract Potential Change Order #027: Recoring for Chimney Stack #2**

<b>TO:</b>	City of Nashua 229 Main Street Nashua New Hampshire, 03060	<b>FROM:</b>	Methuen Construction Co., Inc. 144 Main Street PO Box 980 Plaistow New Hampshire, 03865
<b>PCO NUMBER/REVISION:</b>	027 / 0	<b>CONTRACT:</b>	IFB0501-090618 NASHUA PO #146861 - Nashua Energy Recovery Upgrade
<b>REQUEST RECEIVED FROM:</b>	Don Hutchinson (Methuen Construction Co., Inc.)	<b>CREATED BY:</b>	Anihony Crespo (Methuen Construction Co., Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	6/10 /2020
<b>REFERENCE:</b>		<b>DATE SENT:</b>	
<b>FIELD CHANGE:</b>	No	<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>LOCATION:</b>	Energy Recovering Building		
<b>SCHEDULE IMPACT:</b>	1 day	<b>ACCOUNTING METHOD:</b>	Amount Based
<b>PAID IN FULL:</b>	No	<b>TOTAL AMOUNT:</b>	\$1,109.22

Methuen Construction (MC), hereby submits this PCO in accordance with the documentation referenced herein. It is expressly understood and agreed that this proposal is valid for the time as specified within this document from the date of the PCO. The Proposal is based upon current day construction costs and does not include escalation costs for any material items that are either volatile or market sensitive. This Proposal does not include overtime acceleration or expediting costs. This proposal does not include the costs associated with out of sequence construction, interference, impact related delays and disruptions. MC reserves its rights under the agreement to seek additional time, indirect and impact costs associated with the PCO, once the impacts can be fully evaluated. This proposal is submitted based on the understanding that it is exempt from WBE/MBE participation requirements and acceptance of this proposal waives the participation requirements associated with this additional work.

POTENTIAL CHANGE ORDER TITLE: Recoring for Chimney Stack #2

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #056 - PCO 27- Recoring Chimney Stack #2

Scope: There were issues running generator #2 exhaust stack through the ceiling. The existing core holes through the roof were not plumb making it impossible to run the stack through. MC had to recore the holes so that the stack could properly be erected. The below is a breakdown of the work performed including, renting core drill, coring through roof, cleanup, etc. As a result MC is requesting 1 day to be added to the overall construction schedule.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount	Burden Rate (43.00% Applies to Labor.)	Subtotal
1	22-0300 - BREECHING SYSTEM PIPING	Labor	Labor	\$ 577.36	\$ 248.26	\$825.62
2	22-0300 - BREECHING SYSTEM PIPING	Equipment	Equipment	\$ 120.00	\$ 0.00	\$120.00



PCO #027

Subtotal:	\$697.36	\$248.26	\$945.62
GC Work Total Fee - Labor: 15.00% Applies to Labor.			\$ 123.84
GC Work Total Fee - Material & Equipment: 15.00% Applies to Other, Material, and Equipment.			\$ 18.00
GC Subcontractors Work Fee: 10.00% Applies to Subcontractor.			\$ 0.00
Bond & General Liability: 2.00% Applies to Other, Material, Committed Costs, Labor, Rental Equipment Relief, Equipment, Subcontractor, and Burden.			\$ 21.76
Grand Total:			\$1,108.22

Jeremy Smith, P.E. (Waldron Engineering & Construction, Inc.)  
 37 Industrial Drive Suite G-1  
 Exeter, New Hampshire 03833

City of Nashua  
 229 Main Street  
 Nashua, New Hampshire 03060

Methuen Construction Co., Inc.  
 144 Main Street PO Box 980  
 Plaistow, New Hampshire 03865

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE



PROJECT NAME: Nashua Energy Recovery

Doc #: PCO 27  
 Ref. Document:  
 Date: 2-Jun-20

PROJECT NO: 181012  
 PHASE

**COST SUMMARY SHEET**

*Recoring Chimney Stack #2*

A	MC Labor (Recap Sheet):	\$825.62
B	MC Materials, & Equipment (Recap Sheet):	\$120.00
C	MC Fee (A x 15%) + (B x 15%):	\$141.84
D	Subtotal MC Work (A + B + C):	\$ 1,087.47
E	Total Subcontractors (Below):	
F	MC Mark-up on Subcontractor Work (5%, 7.5% or 10%):	
G	Bond (1%) and General Liability (1%):	\$21.75
H	Original FBS Location Credit	\$0.00
Total Proposal (D + E + F + G):		\$ 1,109.22

SUBCONTRACTOR SUMMARY		
Subcontractor	Description	Amount
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

Total Subcontractors: \$ -

Recoring Chimney Stack #2

Scope: There were issues running generator #2 exhaust stack through the ceiling. The existing core holes through the roof were not plumb making it impossible to run the stack through. MC had to recore the holes so that the stack could properly be erected. The below is a breakdown of the work performed including, renting core drill, coring through roof, cleanup, etc. As a result MC is requesting 1 day to be added to the overall construction schedule.

1-LABOR						
CATEGORY	HRS	RATE/HR	PREMIUM	SUBTOTAL	LINE TOTAL	TOTAL
FOREMAN		\$68.24				
LABORER		\$55.81		\$0.00		
CARPENTER		\$68.72		\$0.00		
SUPERINTENDENT	8	\$72.47		\$577.36		
PLUMBER		\$79.69		\$0.00		
PIPELAYER		\$56.06		\$0.00		
PIPEFITTER		\$74.70		\$0.00		
MILLWRIGHT		\$69.72		\$0.00		
ELECTRICIAN		\$82.23		\$0.00		
TRUCK DRIVER				\$0.00		
SUBTOTAL					\$577.36	

2-MATERIALS				
DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL
SUBTOTAL				\$ -

3-EQUIPMENT				
CATEGORY	QTY	RATE	UNIT	SUBTOTAL
EXCAVATOR PC300		\$180.35	HR	\$0.00
EXCAVATOR CAT 330		\$100.37	HR	\$0.00
EXCAVATOR CAT 320		\$58.71	HR	\$0.00
DUMP TRUCK		\$61.23	HR	\$0.00
PICKUP TRUCK		\$17.00	HR	\$0.00
FRONT END LOADER		\$66.40	HR	\$0.00
DOZER		\$54.42	HR	\$0.00
COMPACTOR (WALK BEHIND)		\$35.88	HR	\$0.00
ROAD SAW		\$35.88	HR	\$0.00
HYDRAULIC BREAKER		\$45.51	HR	\$0.00
CAT 420 BACKHOE		\$41.49	HR	\$0.00
FORKLIFT LULL		\$30.01	HR	\$0.00
COMPRESSOR 185CFM		\$15.08	HR	\$0.00
STAGING		\$500.00	LS	\$0.00
CORE DRILL	1	\$120.00	DAY	\$120.00
SUBTOTAL				\$120.00

**WALDRON ENGINEERING & CONSTRUCTION, INC.**

To: William Keating, P.E., Project Engineer, Nashua Wastewater Treatment Facility  
From: Jeremy P. Smith, P.E., Waldron Engineering & Construction, Inc.  
Date: March 28, 2020  
Re: Change Order Request Review 028  
NWWTF Energy Recovery Upgrade Project  
Attachments: Methuen Construction PCO-028 Electrical items (list of six)

---

Mr. Keating:

Waldron has compiled its review based on review of the Owner's documentation (design documents, OEM submittals, submittal reviews, RFI responses, and project notes) and the Contractor's documentation (RFI's, Submittals, Reports, issued Change Orders). Specifically; Waldron has reviewed the issue of additional work associated with the installation of the jacket water booster pumps. Methuen has previously submitted for the related electrical scope of work.

Summary Review

<b>Original Schedule</b>	<b>Schedule Adjustment claim</b>	<b>Direct Schedule Impact Assessment</b>	<b>Schedule Claim Recommended</b>
None	14	0	0
<b>Original Cost</b>	<b>Cost Adjustment claim</b>	<b>Direct Cost Impact Assessment</b>	<b>Cost Adjustment Recommended</b>
None	\$17,168	\$736	\$736

Detailed Review-Base Cost Validity

Methuen has made a claim for the work as required based on RFI responses, submittal reviews and Field conditions. The claim is based on their work and their subcontractor's work resulting from the above. Waldron has reviewed the design documents, OEM submittals, submittal reviews, and RFI responses regarding this issue. Waldron has relied on vendor quotes, project cost estimations, historical project data, RS Means, and its own proprietary cost data to review the cost validity of the work scope.

The submitted PCO is based on additions to the work for various electrical items which MC believes are additional to the project. The various items are summarized in the next sheet as to their validity and any specific reasons. Generally, items which are unforeseeable-unknown existing conditions or legitimate additional work requested by others are recommended. Those that are foreseeable work due to conditions that could have or should have been assessed during bid walkthroughs, or are the result of trade-to-trade coordination (which is the responsibility of the G.C.) are not recommended.

Mr. William Keating  
 COR review  
 6/26/20

Work Item	Cause of Rework/Add	Recommend (Reason)	Portion of Claim
1-Gas Detector Wiring	Damaged by coring work	No (Foreseeable/Trade coord.)	\$5,191
2-Plant Phone Wiring	Damaged by sawing work	No (Foreseeable/Trade coord.)	\$2,911
3-New Boiler Room Cir. Pumps	Added work	Yes (Legitimate Add)	\$736
4-Thermostat Wiring	Damaged by sawing work	No (Foreseeable/Trade coord.)	\$1,038
5-Receptacle Wiring	Damaged by sawing work	No (Foreseeable/Trade coord.)	\$2,696
6-Ext. Light Wiring	Damaged by Wall demo	No (Foreseeable/Trade coord.)	\$4,583

Therefore, of the list of Work items #1-6 above, only #3 appears to be an extra item

As such, work item #3 will be evaluated for total market value

Only Work Item #3 (take the higher assessed value or the claim, whichever is lower)

Claimed Cost of Work	Fair Market Value of Work scope	Allowable Mark-up**	Work Value Assessment
\$736	\$684 (includes materials & equipment)*	15% on MC Work 10% on Subs (<\$50k) 7-1/2% on Subs (\$50-100k) 5% on Subs (>100k)	\$736
*Market Value Assessment-S602 to S903 (+/- 20%)			

Detailed Review-Schedule

Methuen made a claim for schedule adjustment but has not provided a CPM (critical path method) schedule showing how this item moved onto the critical path. Their schedule claim is therefore evaluated at 0 days. Therefore we recommend 0 days be awarded.

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	14	0	0

Mr. William Keating  
COR review  
6/26/20

Conclusion

Waldron has reviewed all the available information, and has taken into consideration the factors surrounding the issues in question.

Waldron recommends approving \$736 of the claim as noted above 0 days of schedule relief

If you have any questions on the above, please don't hesitate to contact me at 603-772-7153 x 105 or [jsmith@waldron.com](mailto:jsmith@waldron.com)

Sincerely  
Waldron Engineering & Construction, Inc.

*Jeremy P. Smith, P.E.*

Jeremy Smith, P.E.





**PCO #028**

Methuen Construction Co., Inc.  
 144 Main Street - PO Box 980  
 Plaistow, New Hampshire 03865  
 Phone: (603) 328-2222

Project: 181012 - Nashua Energy Recovery Upgrade  
 2 Sawmill Rd.  
 Nashua, New Hampshire 03060

**Prime Contract Potential Change Order #028: PCO 028- Basic Electrical**

<b>TO:</b>	City of Nashua 229 Main Street Nashua New Hampshire, 03060	<b>FROM:</b>	Methuen Construction Co., Inc. 144 Main Street PO Box 980 Plaistow New Hampshire, 03865
<b>PCO NUMBER/REVISION:</b>	028 / 0	<b>CONTRACT:</b>	IFB0501-090618 NASHUA PO #146861 - Nashua Energy Recovery Upgrade
<b>REQUEST RECEIVED FROM:</b>	Eva Fritz (Electrical Installations Inc.)	<b>CREATED BY:</b>	Anthony Crespo (Methuen Construction Co., Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	6/10 /2020
<b>REFERENCE:</b>		<b>DATE SENT:</b>	6/10/2020
<b>FIELD CHANGE:</b>	No	<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>LOCATION:</b>			
<b>SCHEDULE IMPACT:</b>	14 days	<b>ACCOUNTING METHOD:</b>	Amount Based
<b>PAID IN FULL:</b>	No	<b>TOTAL AMOUNT:</b>	\$17,158.33

Methuen Construction (MC), hereby submits this PCO in accordance with the documentation referenced herein. It is expressly understood and agreed that this proposal is valid for the time as specified within this document from the date of the PCO. The Proposal is based upon current day construction costs and does not include escalation costs for any material items that are either volatile or market sensitive. This Proposal does not include overtime acceleration or expediting costs. This proposal does not include the costs associated with out of sequence construction, interference, impact related delays and disruptions. MC reserves its rights under the agreement to seek additional time, indirect and impact costs associated with the PCO, once the impacts can be fully evaluated. This proposal is submitted based on the understanding that it is exempt from WBE/MBE participation requirements and acceptance of this proposal waives the participation requirements associated with this additional work.

POTENTIAL CHANGE ORDER TITLE: PCO 028- Basic Electrical

CHANGE REASON: No Change Reason

**POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract Is Changed As Follows)**

CE #057 - PCO 028- Basic Electrical Changes

The following work was performed to accommodate the conduit relocations exceeding the values from PCO 7:

CO 12- Gas Detection- Repair the existing gas detection conduit and wire which was damaged while coring holes for the new Digester Gas line.

CO 13- Conduit & Wire for 2 plant phones- Repair the conduit and wire which was damaged while saw cutting for the new generator engine pad.

CO 14- Boiler Room Circulation Pumps- Wired up the new circulation pumps on boiler. Permanent wire in the feeds.

CO 15- Thermostats for Unit Heaters- While saw cutting for the Gen #2 pad, the existing unit heater thermostats were in the wall and damaged. These have been replaced.

CO 16- Pull Wire & Install Receptacles- Repair conduit, wire, & install receptacles from generator pad saw cutting

CO 17- Conduit & Wire Repair Outside Wall Pac Lights- Repair conduit 7 wire damaged during the demo of the interior wall connecting the old electrical room to the generator room.

Please see attached subcontractor breakdown. As a result, MC is requesting an extra 14 days to be added to the overall schedule

**ATTACHMENTS:**

#	Cost Code	Description	Type	Amount	Burden Rate (43.00% Applies to Labor.)	Subtotal
1	26-0100 - BASIC ELECTRICAL	Subcontractor	Subcontractor	\$ 15,476.14		\$ 0.00 \$15,476.14



**PCO #028**

Subtotal:	\$15,476.14	\$0.00	\$15,476.14
GC Work Total Fee - Labor: 15.00% Applies to Labor.			\$ 0.00
GC Work Total Fee - Material & Equipment: 15.00% Applies to Other, Material, and Equipment.			\$ 0.00
GC Subcontractors Work Fee: = 8.7% Applies to Subcontractor.			\$ 1,345.75
Bond & General Liability: 2.00% Applies to Other, Material, Committed Costs, Labor, Rental Equipment Relief, Equipment, Subcontractor, and Burden.			\$ 336.44
Grand Total!			\$17,168.33

Jeremy Smith, P.E. (Waldron Engineering & Construction, Inc.)  
 37 Industrial Drive Suite G-1  
 Exeter, New Hampshire 03833

City of Nashua  
 229 Main Street  
 Nashua, New Hampshire 03060

Methuen Construction Co., Inc.  
 144 Main Street PO Box 980  
 Plaistow, New Hampshire 03865

SIGNATURE                      DATE                      SIGNATURE                      DATE                      SIGNATURE                      DATE



Doc #: PCO 28  
 Ref. Document:  
 Date: 2-Jun-20

PROJECT NAME: Nashua Energy Recovery

PROJECT NO: 181012  
 PHASE

**COST SUMMARY SHEET**

*Basic Electrical- Conduit Relocations*

A	MC Labor (Recap Sheet):	\$0.00
B	MC Materials, & Equipment (Recap Sheet):	\$0.00
C	MC Fee (A x 15%) + (B x 15%):	\$0.00
D	Subtotal MC Work (A + B + C):	\$ -
E	Total Subcontractors (Below):	\$15,476.14
F	MC Mark-up on Subcontractor Work (5%, 7.5% or 10%):	\$ 1,345.75
G	Bond (1%) and General Liability (1%):	\$336.44
H	Original FBS Location Credit	\$0.00

Total Proposal (D + E + F + G): \$ 17,158.33

SUBCONTRACTOR SUMMARY		
Subcontractor	Description	Amount
EII	Conduit Relocations CO 12-17	\$ 15,476.14
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

Total Subcontractors: \$ 15,476.14



# WALDRON ENGINEERING & CONSTRUCTION, INC.

To: William Keating, P.E., Project Engineer, Nashua Wastewater Treatment Facility  
From: Jeremy P. Smith, P.E., Waldron Engineering & Construction, Inc.  
Date: July 9<sup>th</sup>, 2020  
Re: Change Order Request Review 029  
NWWTF Energy Recovery Upgrade Project  
Attachments: Methuen Construction PCO-029 HMI programming

---

Mr. Keating:

Waldron has compiled its review based on review of the Owner's documentation (design documents, OEM submittals, submittal reviews, RFI responses, and project notes) and the Contractor's documentation (RFI's, Submittals, Reports, issued Change Orders). Specifically; Waldron has reviewed the issue of additional work associated with the installation of the jacket water booster pumps. Methuen has previously submitted for the related electrical scope of work.

## Summary Review

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	2	0	0
Original Cost	Cost Adjustment claim	Direct Cost Impact Assessment	Cost Adjustment Recommended
None	\$13,452.26	\$10,454	\$10,454

## Detailed Review-Base Cost Validity

Methuen has made a claim for the work as required based on RFI responses, submittal reviews and Field conditions. The claim is based on their work and their subcontractor's work resulting from the above. Waldron has reviewed the design documents, OEM submittals, submittal reviews, and RFI responses regarding this issue. Waldron has relied on vendor quotes, project cost estimations, historical project data, RS Means, and its own proprietary cost data to review the cost validity of the work scope.

The submitted PCO is based on additions to the work encountered in the field around Engineering change notice (ECN) regarding transfer of the HMI programming scope from NWWTF as a self-perform, to add to the contractors' scope of work. As this is added work, the addition is valid, and needs only the assessment of the FMV.

Mr. William Keating  
 COR review  
 7/9/20

The table below summarizes the total value of the work, which will be assessed value of the work performed at fair market conditions with no deducts or mark-down %.

The claimed cost of work (take the lower of the higher estimate or the claim)

Claimed Cost of Work	Fair Market Value of Work scope	Allowable Mark-up**	Work Value Assessment
\$13,452.26	\$7,920 (includes materials & equipment)*	15% on MC Work 10% on Subs (<\$50k) 7-1/2% on Subs (\$50-100k) 5% on Subs (>100k)	\$10,454
*Market Value Assessment-\$6,970 to \$10,454 (+/- 20%)			

Work Value Assessment	Deduct Assessment	Mark down by 0% as noted above	Total Direct Value Assessment
\$10,454	(\$0)	\$0	\$10,454

Detailed Review-Schedule

Methuen made a claim for schedule adjustment but has not provided a CPM (critical path method) schedule showing how this item moved onto the critical path. Their schedule claim is therefore evaluated at 0 days. Therefore we recommend 0 days be awarded.

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	2	0	0

Conclusion

Waldron has reviewed all the available information, and has taken into consideration the factors surrounding the issues in question.

Waldron recommends approving **\$10,454** of the claim as noted above **0** days of schedule relief.

If you have any questions on the above, please don't hesitate to contact me at 603-772-7153 x 105 or [jsmith@waldron.com](mailto:jsmith@waldron.com)

Sincerely  
 Waldron Engineering & Construction, Inc.

**Jeremy P. Smith, P.E.**  
 Jeremy Smith, P.E.



**PCO #029**

Methuen Construction Co., Inc.  
 144 Main Street - PO Box 980  
 Plaistow, New Hampshire 03865  
 Phone: (603) 328-2222

Project: 181012 - Nashua Energy Recovery Upgrade  
 2 Sawmill Rd.  
 Nashua, New Hampshire 03060

**Prime Contract Potential Change Order #029: PCO 029- SCADA HMI Interface**

<b>TO:</b>	City of Nashua 229 Main Street Nashua New Hampshire, 03060	<b>FROM:</b>	Methuen Construction Co., Inc. 144 Main Street PO Box 980 Plaistow New Hampshire, 03865
<b>PCO NUMBER/REVISION:</b>	029 / 0	<b>CONTRACT:</b>	IFB0501-090618 NASHUA PO #146861 - Nashua Energy Recovery Upgrade
<b>REQUEST RECEIVED FROM:</b>	Jeremy Smith, P.E. (Waldron Engineering & Construction, Inc.)	<b>CREATED BY:</b>	Anthony Crespo (Methuen Construction Co., Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	7/9 /2020
<b>REFERENCE:</b>		<b>DATE SENT:</b>	7/9/2020
<b>FIELD CHANGE:</b>	No	<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>LOCATION:</b>			
<b>SCHEDULE IMPACT:</b>	2 days	<b>ACCOUNTING METHOD:</b>	Amount Based
<b>PAID IN FULL:</b>	No	<b>TOTAL AMOUNT:</b>	\$13,452.26

Methuen Construction (MC), hereby submits this PCO in accordance with the documentation referenced herein. It is expressly understood and agreed that this proposal is valid for the time as specified within this document from the date of the PCO. The Proposal is based upon current day construction costs and does not include escalation costs for any material items that are either volatile or market sensitive. This Proposal does not include overtime acceleration or expediting costs. This proposal does not include the costs associated with out of sequence construction, interference, impact related delays and disruptions. MC reserves its rights under the agreement to seek additional time, indirect and impact costs associated with the PCO, once the impacts can be fully evaluated. This proposal is submitted based on the understanding that it is exempt from WBE/MBE participation requirements and acceptance of this proposal waives the participation requirements associated with this additional work.

**POTENTIAL CHANGE ORDER TITLE:** PCO 029- SCADA HMI Interface

**CHANGE REASON:** Design Development

**POTENTIAL CHANGE ORDER DESCRIPTION:** *(The Contract Is Changed As Follows)*

**CE #062 - PCO 29- SCADA HMI Interface**

Per Waldrons ECN-005, EII will install SCADA HMI interface screens for WWTF Energy recovery equipment to match those provided in 409423 2.04.A. EII will also develop SCADA screens and test with PLC15. Transfer to all SCADA nodes, and train operators as needed. MC requests 2 additional days to be added to the overall construction schedule. We have included 2 days of on-site supervision to cover this additional work.

**ATTACHMENTS:**

ECN-005 SCADA Screen Development.doc.pdf

#	Cost Code	Description	Type	Amount	Burden Rate (43.00% Applies to Labor.)	Subtotal
1	26-0100 - BASIC ELECTRICAL	SUBCONTRACTOR	Subcontractor	\$ 10,183.25	\$ 0.00	\$10,183.25
2	01-0530 - SUPERINTENDENT	LABOR	Labor	\$ 1,154.72	\$ 496.53	\$1,651.25



PCO #029

3	01-0530 - SUPERINTENDENT	EQUIPMENT	Equipment	\$ 192.00	\$ 0.00	\$192.00	
			<b>Subtotal:</b>	\$11,529.97	\$496.53	\$12,026.50	
						<b>GC Work Total Fee - Labor: 15.00% Applies to Labor.</b>	\$ 247.69
						<b>GC Work Total Fee - Material &amp; Equipment: 15.00% Applies to Other, Material, and Equipment.</b>	\$ 28.80
						<b>GC Subcontractors Work Fee: ~ 5.1% Applies to Subcontractor.</b>	\$ 559.50
						<b>Bond &amp; General Liability: 2.00% Applies to Other, Material, Committed Costs, Labor, Rental Equipment Relief, Equipment, Subcontractor, and Burden.</b>	\$ 263.77
						<b>Grand Total:</b>	<b>\$13,452.26</b>

Jeremy Smith, P.E. (Waldron Engineering & Construction, Inc.)  
 37 Industrial Drive Suite G-1  
 Exeter, New Hampshire 03833

City of Nashua  
 229 Main Street  
 Nashua, New Hampshire 03060

Methuen Construction Co., Inc.  
 144 Main Street PO Box 980  
 Plaistow, New Hampshire 03865

\_\_\_\_\_  
 SIGNATURE DATE

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 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE



PROJECT NAME: Nashua Energy Recovery

Doc #: PCO 29  
Ref. Document:  
Date: 8-Jul-20

PROJECT NO: 181012  
PHASE

### COST SUMMARY SHEET

#### SCADA HMI Interface

A	MC Labor (Recap Sheet):	\$1,651.25
B	MC Materials, & Equipment (Recap Sheet):	\$192.00
C	MC Fee (A x 15%) + (B x 15%):	\$276.49
D	Subtotal MC Work (A + B + C):	\$ 2,119.74
E	Total Subcontractors (Below):	\$10,183.25
F	MC Mark-up on Subcontractor Work (5%, 7.5% or 10%):	\$ 885.50
G	Bond (1%) and General Liability (1%):	\$263.77
H	Original FBS Location Credit	\$0.00
Total Proposal (D + E + F + G):		\$ 13,452.26

SUBCONTRACTOR SUMMARY		
Subcontractor	Description	Amount
EII	SCADA HMI Interface per attached quote & ECN-005	\$ 10,183.25
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

Total Subcontractors: \$ 10,183.25



**WALDRON ENGINEERING & CONSTRUCTION, INC.**

To: William Keating, P.E., Project Engineer, Nashua Wastewater Treatment Facility  
From: Jeremy P. Smith, P.E., Waldron Engineering & Construction, Inc.  
Date: July 9<sup>th</sup>, 2020  
Re: Change Order Request Review 030  
NWWTF Energy Recovery Upgrade Project  
Attachments: Methuen Construction PCO-030 Gas Level transmitter

---

Mr. Keating:

Waldron has compiled its review based on review of the Owner's documentation (design documents, OEM submittals, submittal reviews, RFI responses, and project notes) and the Contractor's documentation (RFI's, Submittals, Reports, issued Change Orders). Specifically; Waldron has reviewed the issue of additional work associated with the installation of the jacket water booster pumps. Methuen has previously submitted for the related electrical scope of work.

**Summary Review**

<b>Original Schedule</b>	<b>Schedule Adjustment claim</b>	<b>Direct Schedule Impact Assessment</b>	<b>Schedule Claim Recommended</b>
None	2	0	0
<b>Original Cost</b>	<b>Cost Adjustment claim</b>	<b>Direct Cost Impact Assessment</b>	<b>Cost Adjustment Recommended</b>
None	\$7,707.75	\$7,623	\$7,623

**Detailed Review-Base Cost Validity**

Methuen has made a claim for the work as required based on RFI responses, submittal reviews and Field conditions. The claim is based on their work and their subcontractor's work resulting from the above. Waldron has reviewed the design documents, OEM submittals, submittal reviews, and RFI responses regarding this issue. Waldron has relied on vendor quotes, project cost estimations, historical project data, RS Means, and its own proprietary cost data to review the cost validity of the work scope.

The submitted PCO is based on additions to the work encountered in the field around additions of the gas level transmitters to the PLC-15 system. Previously these transmitters were not connected, and this is additional work to the project. A FMV will be performed.

Mr. William Keating  
 COR review  
 7/9/20

The table below summarizes the total value of the work, which will be assessed value of the work performed at fair market conditions with no deducts or mark-down %.

The claimed cost of work (take the lower of the higher estimate or the claim)

Claimed Cost of Work	Fair Market Value of Work scope	Allowable Mark-up**	Work Value Assessment
\$7,707.75	\$5,775 (includes materials & equipment)*	15% on MC Work 10% on Subs (<\$50k) 7-1/2% on Subs (\$50-100k) 5% on Subs (>100k)	\$7,623
*Market Value Assessment-\$5,082 to \$7,623 (+/- 20%)			

Work Value Assessment	Deduct Assessment	Mark down by 0% as noted above	Total Direct Value Assessment
\$7,623	(\$0)	\$0	\$7,623

Detailed Review-Schedule

Methuen made a claim for schedule adjustment but has not provided a CPM (critical path method) schedule showing how this item moved onto the critical path. Their schedule claim is therefore evaluated at 0 days. Therefore we recommend 0 days be awarded.

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	2	0	0

Conclusion

Waldron has reviewed all the available information, and has taken into consideration the factors surrounding the issues in question.

Waldron recommends approving \$7,623 of the claim as noted above 0 days of schedule relief.

If you have any questions on the above, please don't hesitate to contact me at 603-772-7153 x 105 or [jsmith@waldron.com](mailto:jsmith@waldron.com)

Sincerely  
 Waldron Engineering & Construction, Inc.

**Jeremy P. Smith, P.E.**  
 Jeremy Smith, P.E.



**PCO #030**

Methuen Construction Co., Inc.  
 144 Main Street - PO Box 980  
 Plaistow, New Hampshire 03865  
 Phone: (603) 328-2222

Project: 181012 - Nashua Energy Recovery Upgrade  
 2 Sawmill Rd.  
 Nashua, New Hampshire 03060

**Prime Contract Potential Change Order #030: Gas Level Transmitter**

<b>TO:</b>	City of Nashua 229 Main Street Nashua New Hampshire, 03060	<b>FROM:</b>	Methuen Construction Co., Inc. 144 Main Street PO Box 980 Plaistow New Hampshire, 03865
<b>PCO NUMBER/REVISION:</b>	030 / 0	<b>CONTRACT:</b>	IFB0501-090618 NASHUA PO #146861 - Nashua Energy Recovery Upgrade
<b>REQUEST RECEIVED FROM:</b>		<b>CREATED BY:</b>	Anthony Crespo (Methuen Construction Co., Inc.)
<b>STATUS:</b>	Pending - In Review	<b>CREATED DATE:</b>	7/9 /2020
<b>REFERENCE:</b>		<b>DATE SENT:</b>	
<b>FIELD CHANGE:</b>	No	<b>PRIME CONTRACT CHANGE ORDER:</b>	None
<b>LOCATION:</b>			
<b>SCHEDULE IMPACT:</b>	2 days	<b>ACCOUNTING METHOD:</b>	Amount Based
<b>PAID IN FULL:</b>	No	<b>TOTAL AMOUNT:</b>	\$7,707.75

Methuen Construction (MC), hereby submits this PCO in accordance with the documentation referenced herein. It is expressly understood and agreed that this proposal is valid for the time as specified within this document from the date of the PCO. The Proposal is based upon current day construction costs and does not include escalation costs for any material items that are either volatile or market sensitive. This Proposal does not include overtime acceleration or expediting costs. This proposal does not include the costs associated with out of sequence construction, interference, impact related delays and disruptions. MC reserves its rights under the agreement to seek additional time, indirect and impact costs associated with the PCO, once the impacts can be fully evaluated. This proposal is submitted based on the understanding that it is exempt from WBE/MBE participation requirements and acceptance of this proposal waives the participation requirements associated with this additional work.

POTENTIAL CHANGE ORDER TITLE: Gas Level Transmitter

CHANGE REASON: No Change Reason

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #063 - PCO 30- Gas Level transmitter

The current gas level transmitters are not shown to be wired to PLC 15. Please see the attached EII proposal for the labor and material involved for wiring the engine gas level transmitters to PLC-15. MC requests 2 days to be added to the overall schedule. We have included 2 days of supervision for this additional work.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount	Burden Rate (43.00% Applies to Labor.)	Subtotal
1	28-0100 - BASIC ELECTRICAL	SUBCONTRACTOR	Subcontractor	\$ 5,001.93	\$ 0.00	\$5,001.93
2	01-0530 - SUPERINTENDENT	LABOR	Labor	\$ 1,154.72	\$ 495.53	\$1,651.25
3	01-0530 - SUPERINTENDENT	EQUIPMENT	Equipment	\$ 192.00	\$ 0.00	\$192.00



PCO #030

Subtotal:	\$6,348.65	\$496.53	\$6,845.18
		GC Work Total Fee - Labor: 15.00% Applies to Labor.	\$ 247.69
		GC Work Total Fee - Material & Equipment: 15.00% Applies to Other, Material, and Equipment.	\$ 28.80
		GC Subcontractors Work Fee: ≈ 8.7% Applies to Subcontractor.	\$ 434.95
		Bond & General Liability: 2.00% Applies to Other, Material, Committed Costs, Labor, Rental Equipment Relief, Equipment, Subcontractor, and Burden.	\$ 151.13
		Grand Total.	\$7,107.15

Jeremy Smith, P.E. (Waldron Engineering & Construction, Inc.)  
 37 Industrial Drive Suite G-1  
 Exeter, New Hampshire 03833

City of Nashua  
 229 Main Street  
 Nashua, New Hampshire 03060

Methuen Construction Co., Inc.  
 144 Main Street PO Box 980  
 Plaistow, New Hampshire 03865

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE

\_\_\_\_\_  
 SIGNATURE DATE



PROJECT NAME: Nashua Energy Recovery

Doc #: PCO 30  
 Ref. Document:  
 Date: 8-Jul-20

PROJECT NO: 181012  
 PHASE

**COST SUMMARY SHEET**

*Gas Level Transmitter*

A	MC Labor (Recap Sheet):	\$1,651.25
B	MC Materials, & Equipment (Recap Sheet):	\$192.00
C	MC Fee (A x 15%) + (B x 15%):	\$276.49
D	Subtotal MC Work (A + B + C):	\$ 2,119.74
E	Total Subcontractors (Below):	\$5,001.93
F	MC Mark-up on Subcontractor Work (5%, 7.5% or 10%):	\$ 434.95
G	Bond (1%) and General Liability (1%):	\$151.13
H	Original FBS Location Credit	\$0.00
Total Proposal (D + E + F + G):		<u>\$ 7,707.75</u>

SUBCONTRACTOR SUMMARY		
Subcontractor	Description	Amount
EII	Gas Level Transmitter Conduit & Wire to PLC-15.	\$ 5,001.93
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total Subcontractors:		<u>\$ 5,001.93</u>



# THE CITY OF NASHUA

Administrative Services  
Purchasing Department

"The Gate City"

July 29, 2020  
Memo #21-017

TO: Mayor Donchess  
Finance Committee

SUBJECT: Moving Services for Public Health Move

Please see attached communications from Jennifer Deshaies, Risk Manager and Kimberly Kleiner, Administrative Services Director dated July 28, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Moving Services for Public Health Department  
Value: \$39,547.50  
Vendor: Sterling Corporation  
Department: 156 City Buildings  
Source Fund: GOFERR CARES Act Funding

Ordinance: Pursuant to § 5-78 Major purchases (greater than \$10,000) A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Director of Administrative Services, the Risk Manager, and the Purchasing Department respectfully request your approval of this contract.

Regards,

*Kelly Parkinson*

Purchasing Manager

Cc: K Kleiner  
J Deshaies  
J Graziano



# THE CITY OF NASHUA

Administrative Services Division

*"The Gate City"*

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To: Jim Donchess, Mayor

From: Jenifer Deshaies, Risk Manager & Kim Kleiner, Administrative Services Director

Cc: T. Cummings, Director of Economic Development & B. Bagley, Public Health Director

Date: July 28, 2020

**Re: Request for Approval of a Moving Services Contract Not to Exceed \$39,547.50**

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Over the last few months, as we began to plan in earnest the renovation of the Public Health Building it became apparent that operating in the building while under construction would not be tenable due to COVID-19.

To that end, in consultation with the Office of Economic Development, the Administrative Services Division through the Risk Management and Purchasing departments, drafted and released RFP #0634-070620 seeking proposal for professional moving services. After a site visit by 6 potential responders, we ultimately received 5 proposals.

The Risk Management Office, Building Maintenance, Public Health Office met to discuss the proposals and upon consultation with the city's Procurement Office and upon careful evaluation, reference check and consideration Sterling Corporation was deemed the most qualified responsible bidder. They were the lowest bidder and can perform the services as desired.

The enclosed contract is the city's standard professional services contract with a scope and fee attached. Please approve and award the enclosed contract to Sterling Corporation for a not to exceed amount of \$39,547.50.



# PROPOSAL FOR MOVING SERVICES RFP0634-070620

Amy Girard  
City of Nashua  
[girard@nashuanh.gov](mailto:girard@nashuanh.gov)



Presented by:

Skipper Church 978-891-2309  
[schurch@sterlingmail.com](mailto:schurch@sterlingmail.com)

Will Hurley 978-4908416  
[whurley@sterlingmail.com](mailto:whurley@sterlingmail.com)

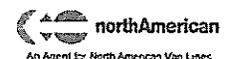
**Public Health &  
Community Services**

**18 Mulberry St.  
Nashua NH**



*Services and expertise for all your relocation, reconfiguration, and  
project management needs*

**Sterling Corporation**  
20 Industrial Ave  
Chelmsford, MA 01824  
<https://sterlingofficemoving.com>



## Our Move Plan

**Day 1 and 2 (8/10-8/11) – Empty 2<sup>nd</sup> floor. Relocate 7.5 truckloads of crates, furniture and computers.**

**Day 3 (8/12) – Empty 1<sup>st</sup> floor. Relocate 5 truckloads of creates, furniture and computers.**

**Day 4 (8/13) – Empty Lower level. Relocate 2.5 truckloads of crates, furniture, and computers.**

**Overall, relocating 15 truckloads from 18 Mulberry St. to 138-144 Main St “The Landmark Building”. We put together an aggressive schedule to complete this in 4 days, all during normal business hours.**

**The only delay we worry about is the elevator at destination. We recommend having someone at the ready. We do believe 95% percent of product will fit in the elevator. It is imperative that it is working at all times.**

# The Sterling advantage

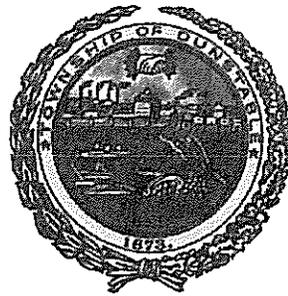
- ☉ Quality focused - customer driven service!
- ☉ Your single source provider for all your relocation services
- ☉ Competitive rates
- ☉ Large capacity: An extensive truck fleet equipped to handle many jobs of all sizes simultaneously
- ☉ Painstaking handling of fragile, electronic equipment, lab equipment
- ☉ Managers and supervisor with years of experience advising your company based on direct experience
- ☉ In-house trained, skilled, crews experienced in office, technology, and industrial moves
- ☉ No temporary labor is ever used!





# PROPOSAL FOR MOVING SERVICES RFP0634-070620

Amy Girard  
City of Nashua  
[girard@nashuanh.gov](mailto:girard@nashuanh.gov)



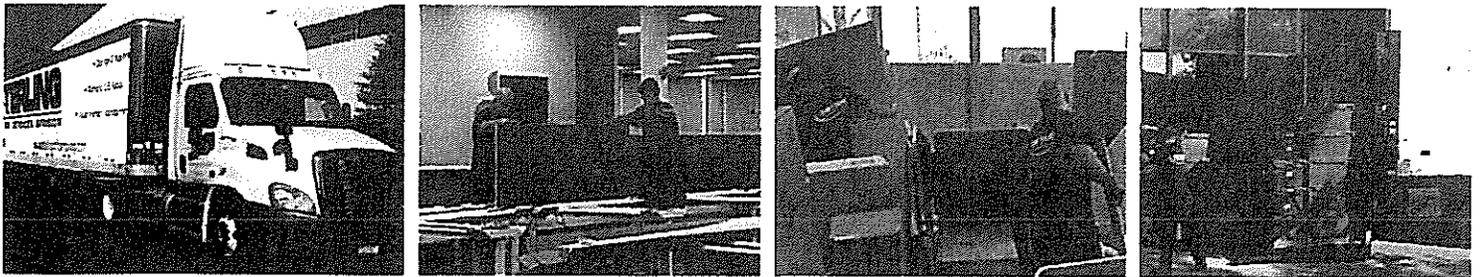
Presented by:

Skipper Church 978-891-2309  
[schurch@sterlingmail.com](mailto:schurch@sterlingmail.com)

Will Hurley 978-4908416  
[whurley@sterlingmail.com](mailto:whurley@sterlingmail.com)

**Public Health &  
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- ☉ In-house trained, skilled, crews experienced in office, technology, and industrial moves
- ☉ No temporary labor is ever used!





# Company Profile Sterling Corporation



# Company History

In 2019 Sterling Corporation merged with Sterling Office Service under the ownership of Dan and Jerry Markow. This merger has allowed us to become the leader in commercial moving services as well as logistics, warehousing, and specialized transportation in New England.

Founded in 1952, Sterling Corporation has been providing customers with world class asset-based logistics and supply chain management, order fulfillment services, and flexible variable-cost outsourced warehousing and distribution in the U.S. and Canada. Sterling Office Services was founded in 1994 to meet the diverse moving and relocation needs of the New England and the Greater Boston business community.

As a combined unit, we are excited to expand our service offering. This will enable us to maintain and grow the company as the single-source provider we have become and ensure we meet all our customer's needs into the future.

STERLING CORPORATION



# Who We Are

All of our crew members are trained in-house – not at your job site. You can feel secure knowing your job will be handled by a professional, well trained team who arrive on time, in uniform, prepared to work. We have on average 120 full time employees and with our permanent part time staff, that number increases to 150 during peak moving times. This gives us the flexibility to handle multiple, large projects at any time including nights and weekends.

**We Never use temporary labor!**

## **Project Managers**

Our Project Managers have five to twenty-five years of commercial move management experience. All are highly knowledgeable in the requirements of the industries we serve: offices, industrial and manufacturing, high-tech, large server rooms, government agencies, biotech laboratories, hospitals, universities and school systems, libraries, and more.

## **Supervisors**

All of our Supervisors average over 10 years of supervisory experience in commercial moving and a significant number of them have been with us since our early days.

## **Drivers**

We are proud to employ some of the best Drivers in the industry. Their skill, knowledge, and overall experience ensures your shipment arrives safely and securely at it's destination.

## **Installers**

Our in-house trained Installers are highly skilled with an in-depth knowledge of all major brands and models of cubicle and office furniture. They are also qualified in pallet racking and cage installations and decommissions.

## **Helpers**

Our crews assist the Supervisors, Drivers, and Installers in their everyday activities. Like our Installers, they receive comprehensive training to ensure proper handling and safe practices.

## **Computer Move Specialists**

Every Computer Move Specialist is trained in a rigorous set of standards covering the handling of a wide variety of IT equipment and the procedures and protocols we require for safe handling. This level of training assures our customers that their equipment is properly disconnected and reconnected. Your employees will sit down at their new workstation, on their first day back, and start working with no downtime at your expense.



# Quality Focused, Customer Driven

## Capacity:

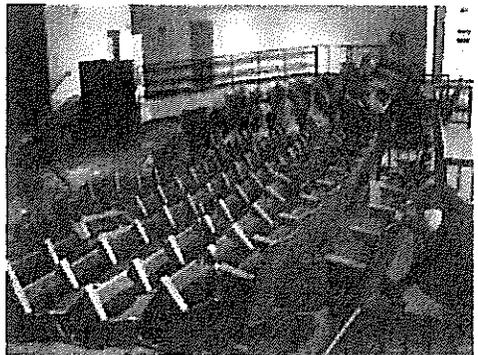
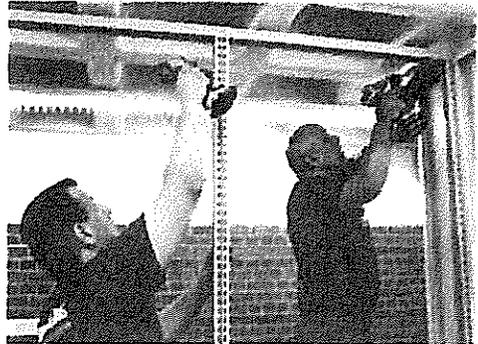
Sterling's size gives us a unique advantage - an advantage that we are able to share with our customers. Because our capacity allows us to perform many large projects simultaneously, we don't defer other jobs to accommodate a single large job as other moving companies must.

This capacity also ensures your job is easily completed during off hours and weekends - whether your schedule requires a Saturday or an evening - we are there to get it done! Your job, no matter how small or large, and your schedule, both receive the attention they deserve. You will find many of our reference companies who will gladly address how their job was conveniently scheduled and completed according their needs.

## Reliability:

It is important to trust the company you choose - that they will live up to your highest expectations. Whether you have a large move, reorganization, or installation or smaller projects - limited in scope, having the peace-of-mind knowing your organization's needs are being fully met to your standards is part of our commitment to every customer we serve.

Your dedicated Project Manager will work with our operations department to always assigns the precise mix of personnel and skill sets for your job. Supervisors are informed of the project scope prior to move day so every crew arrives well prepared. Our customers can rest easy knowing our commitment to arriving on time, prepared, and ready to work. The know to expect a highly trained and experienced professional crew, and we deliver!



### **References:**

Our list of references is current and updated frequently. It is important to note that we are not offering one or two of our best, but numerous firms from all areas of the marketplace. You may recognize many of the companies we service.

Often, we get the opportunity to bid on projects solely because of a recommendation from a current or previous customer. Our reputation for professionalism has spread across many industries, proving that we are the preferred mover of New England.

### **Quality Assurance:**

Here at Sterling, our daily goal is to provide a consistent level of superior service. Quality is the rule, not the exception. This commitment to excellence, backed with our satisfaction guarantee, is the reason why we are at the top of our industry!



## References

### City of Manchester -

-Relocated both East and West City Hall. Several Library and School Department projects. Most recent May 2020.

### Contacts

Eric Krueger 603-792-5316  
ekrueger@manchesternh.gov

### BAE Systems

-Currently in process of relocating 150+ truckloads from Nashua to new building in Hudson.

### Contacts

John Plourde 603-566-0849  
john.plourde@baesystems.com

Connie Giniewicz 603-508-1071  
constance.i.giniewicz@baesystems.com

### DEKA Research and Development

-Many projects over 4-5 years.

### Contacts

Don Clark 603-235-7555  
dclark@technologycenternh.com



## Company References

### BJ's Wholesale HQ

25 Research Dr  
Westboro, MA 01581

Tim Quinn 774-512-5917

*Complete 1200 person office move*

*250 cube install & decommission*

*Ongoing projects*



### Monster

133 Boston Post Road  
Weston, MA 02493

Mary Pattison 781-201-9132

*Large Moves and ongoing*

*MAC projects.*



### Osram Sylvania

1200 Ballardvale St

Wilmington, MA

Vincent Byron

978-570-3000

vincent.byron@sylvania.com



### Olympus NDT

48 Waerd Avenue

Waltham, MA 02453

Jason Shapiro 781-419-3527

*Ongoing moves, stockroom relocations*

*and furniture installs*



### Analog Devices

804 Woburn Street

Wilmington, MA 01887

Mike Haun 781-329-4700

*Major relocation of over 50 labs*

*22 year relationship of office moving,*

*installations, high-tech relocations*



### Fidelity Investments

2 Contra Way

Merrimack, NH

Elizabeth Ouellette 603-791-5060

*Relocated 500 people.*

*Ongoing moves, installations, and  
desktop disconnect and reconnects*



### EMD Millipore

290 Concord Road

Billerica, MA

Lynda Beausoleil

800-645-5476

*Ongoing internal moves and*

*MAC projects*



### Dunkin Brands

130 Royall Street

Canton, MA 02021

Colby Filiippelli 401-276-0151

robert.anderson@dunkinbrands.com

*Ongoing major and minor installation,  
move, and facilities projects*



### Liberty Mutual

175 Berkley Street

Boston, MA 02116

Hattie Arsenault – LaRosa

603-431-3350

*Relocated 1,000+ people in new*

*Dover, NH facility*



### MA Institute of Technology (MIT)

77 Mass Avenue

Cambridge, MA 02139

Christine Perec 617-324-6173

*Ongoing lab, museum relocations*



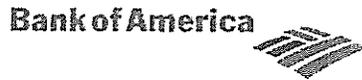
## Company References (page 2)

### Bank of America

100 Federal Street  
Boston, MA 02110

Roland Barbie 617-434-3412

*Internal office and site to site moves,  
decommissionings across New England*



### Wolverine

101 Spring Street Lexington, MA  
02420

Orlando Cartegena 617-460-1802

*Internal moves, building restacks  
NY & KY moves*



### Fresenius Medical Care

888 Commonwealth Avenue  
Boston, MA 02215

Earl Lane 617-739-3000

*Ongoing dialysis clinic moves*



### Bose Corporation

The Mountain

Framingham, MA 01701

Cindy Camuso 508-766-1014

*Long time relationship  
Ongoing moves and installations*



### Hewlett Packard

153 Taylor Road  
Littleton, MA

June Forester - 978-486-0898

june.forester@us.issworld.com

*Long term relationship of  
multiple services*



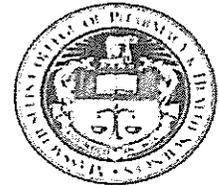
### Massachusetts College of Pharmacy

179 Longwood Ave

Boston, MA 02115

Peg Crawford 617-732-2800

*Ongoing Lab, office, and dorm  
room moves*



### Waters Corporation

34 Maple Street

Milford, MA 01757

Chris Manna 508-482-3130

*Relocated Office/Lab equipment into  
new building over several phases*



### iRobot

8 Crosby Dr.

Bedford, MA 01730

Todd Casparius 781-430-3000

*Relocated 40 trailerloads of offices  
Ongoing moving and installation projects*



### EF Education

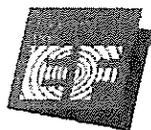
1 Education Street

Cambridge, MA 02141

Jeff Lord 617-619-1000

*900 person relocation*

*Installation of 500 Italian desk units*



### Thomson Reuters

22 Thomson Place

Boston, MA 02210

Barbara Kenney - 617-856-1057

barbara.kenney@thomsonreuters.com

*Ongoing weekly installation and move  
projects*



### American Tower

10 Presidential Way

Woburn, MA

Nancy Rogers 781-926-4978

*Ongoing moves in Boston and Woburn*



Vista Print

95 Hayden Ave Lexington,

MA 02421

Paul Pereira 781-652-6111

*Large internal relocations*



## Company References (page 3)

### Nuance

1 Wayside Rd.  
Burlington, MA 01801  
Rick Garcia - 781-565-5000  
rick.sarcia@nuance.com  
*Moved labs, offices and server rooms  
on-going relationship*



### Staples

500 Staples Drive  
Framingham, MA 01701  
Eddie Rivera - 508-253-5000  
*Internal, site to site and out of area  
moves, reconfigurations and builds*



### New Balance Athletic Shoe, Inc.

5 S Union St Lawrence, MA  
Robert McAloon - 978-725-2707  
*Ongoing move projects in  
Lawrence facility*



### Perkin Elmer

930 Winter Street  
Waltham, MA  
Joe Fletcher - 781-663-6900  
*Ongoing lab and office relocations*



### Astra Zeneca

50 Ottis Street  
Westboro, MA 01581  
Deborah Bazinet - 508-366-1100  
deborah.bazinet@astrazenaca.com  
*Ongoing moves and installations*



### Comcast

5 Omni Way  
Chelmsford, MA 01824  
Jesse Mower - 855-452-1500  
jmower@comcast.net  
*Ongoing installations, moves, and other  
regular projects*



### Autodesk

250 Commercial Street  
Manchester, NH 03101  
Steve Boulas - 781-879-3780  
*Relocated entire company including  
divisions throughout the area*



### Sunlife Financial

One Sunlife Executive Park  
Wellesley Hills, MA 02481  
Walter Papsedero 781-431-4986  
*Ongoing moves and cubicle installations  
and decommissions*



### Mercury Systems

50 Minuteman Rd  
Andover, MA  
Scott Lemay - 978-967-1401  
*Long standing moving,  
installation and  
decommissioning account*



### Aecom

250 Apollo Drive  
Chelmsford, MA 01824  
Carlene Zaccardi - 978-905-2468  
*500 person and library relocation  
Decommissioned Facility's*



### Museum of Science

Museum Park  
Boston, MA 02114  
Jena Boehm - 617 694 1532  
*Ongoing relationship*



### United Way

51 Sleeper St  
Boston, MA 02210  
Diane Dragoff - 617-624-8000  
ddragoff@supportunitedway.org  
*Internal moves, reconfigure cubicles,  
on-going projects*



**Nordblom Company**

71 Third Avenue  
Burlington, MA 01803  
Danielle Ramsey - 781-272-4000  
kduggan@nordblom.com  
*Decommissioned 60,000 sqft building*



**Hitachi Data Systems**

610 Lincoln St.  
Waltham, MA 02451 Brent  
Kilgore 781-296-7990  
brent.kilgore@hds.com



**Haemonetics Corporation**

400 Wood Road  
Braintree, MA 02184  
Rod Rodrigues - 781-356-9599  
*Ongoing relationship - lab and office moves*



**Rising Tides Charter School**

59 Armstrong Rd  
Plymouth, MA  
Eric Mello 508-747-2620  
*Relocated into new state-of-the-art School*



**Catholic Charities**

51 Sleeper Street  
Boston, MA 02210  
Dan Dormer 617-451-7949  
*Ongoing relocations through MA*



**Cognex**

1 Vision Drive  
Natick, MA 01760  
Jay Quigley 508-314-7701  
*Ongoing relationship - lab and office moves, MAC projects*



**L3 Communications**

24 Nemco Way  
Ayer, MA 01432  
Brad Mulhern 508-791-1950  
*120 Trailerload Relocation*



**Fishman Transducers**

3 Riverside Dr,  
Andover, MA 01810  
Jason Campra 978-253-5408  
jcambra@fishman.com  
*Large office, lab, and stockroom relocation*



**Cumberland Farms**

165 Flanders Road  
Westborough, MA  
Mike Tierney - 508-366-4445  
mtierney@cumberlandfarms.com



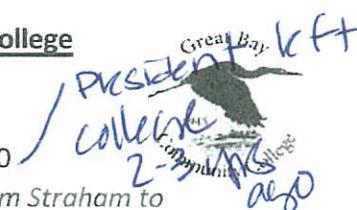
**Parallel Wireless**

100 Innovative Way  
Nashua, NH  
Sean Falvey 603-589-9937  
sfalvey@parallelwireless.com  
*Furniture installations and office relocations*



**Great Bay Community College**

320 Corporate Drive  
Portsmouth, NH 03801  
Will Arvelo 603-427-7600  
*Moved entire college from Straham to Portsmouth*



**Salesforce.com**

5 Wall Street  
Burlington, MA 01803  
Kelly Jenke 781-425-1400  
*Ongoing internal moves, MAC projects, and storage*



**Schneider**

30 Neponset St  
Foxboro, MA  
Jim Morse 508-543-8750  
*100,000sf + remodel & On going projects*





# At a glance

## Location:

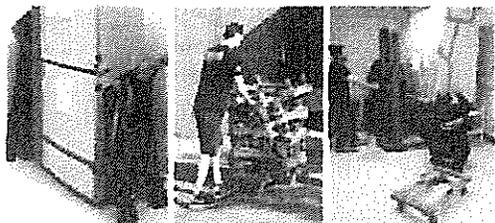
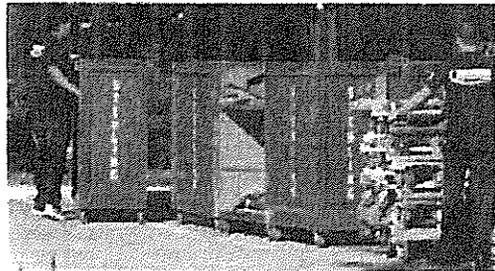
20 Industrial Ave  
Chelmsford, MA

## Our crews:

20 Supervisors  
30 Truck Drivers  
35 Installers  
60+ Movers

## Our equipment & resources

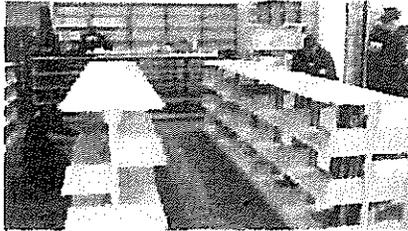
- ♦ Over 30 tractor trailers and 10 straight trucks - all with lift gates
- ♦ 1,200 dollies
- ♦ 160 computer carts
- ♦ 80 panel carts
- ♦ 150 library carts
- ♦ Hoods lifts
- ♦ Safe jacks
- ♦ Die lifts (1,100 lb. capacity)
- ♦ Electric pallet jacks
- ♦ Stair climber (1,500 lb. capacity)





Sterling's Expertise  
Quality Focused, Customer Driven

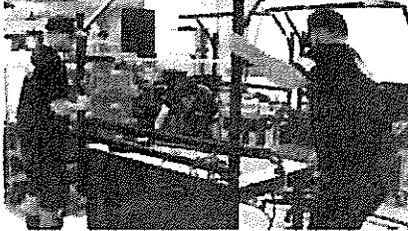
## Unbeatable Attention to Your Organization's Requirements



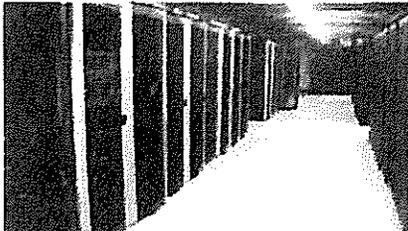
Biotechnology and Laboratories



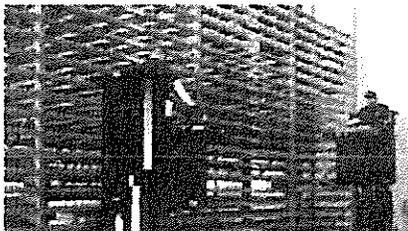
Data Centers



Healthcare and Hospitals



Libraries



Manufacturing

Office Moves

Schools and Universities

Technology Companies

Warehouses and Stockrooms



Sterling's Services  
Quality Focused, Customer Driven

## Your Single Source for All Your Commercial Relocation Services

Project Management

Furniture Installation

Building Decommissioning

Space Planning

Furniture Layout Design

MAC: Move - Add - Change

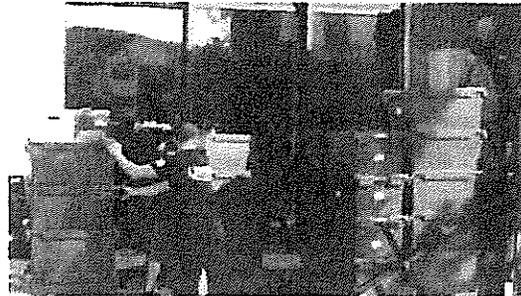
Packing and Unpacking

Storage and Warehouse

Shelving and Caging

Computer Disconnect/Reconnect

Commercial Moving Services



## Cost Proposal

Note: All costs are included in the fees for services proposed, and there will be no additional expenses billed to the City for any reason.

Cost Proposals must be submitted on this form

### Base Bid

\$ 39,547.50

Please list items included in base bid, including number of personnel, trucks, etc.

- See attached for complete breakdown

### Other Costs

Please indicate other costs not listed that are normally part of your service. Also include any minimum charges and travel costs.

### Description

Cost

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Submitted by:

Company Name and Address: Sterling 20 Industrial Ave Chelmsford, Ma

Telephone: 978-891-2309

E-mail: Schurch@sterlingmail.com

Authorized Signature: \_\_\_\_\_

Date: 6/30/20

Printed Name: Skinner Church

Title: Sales



Your Single Source for All Your Commercial Relocation Services

**Transparent Cost Breakdown**

**Date - 8/10-8/13/20**

Relocate 15 truckloads to Landmark Building.

*Based on move being completed on REG hours.*

<i>Item/Position</i>	<i>Qty.</i>	<i>Rate</i>	<i>Hours</i>	<i>Total</i>
Supervisor	2	\$52.00	9	\$936.00
Truck w/Driver	2	\$72.00	9	\$1,296.00
Installers	3	\$40.00	9	\$1,080.00
Helpers	15	\$36.00	9	\$4,860.00
Fuel	2	\$50.00		\$100.00
<b><i>Labor Total=</i></b>				<b><i>\$8,272.00</i></b>
			<b><i>x 4 days</i></b>	<b><i>\$33,088.00</i></b>
Computer Tech	2	\$52.00	18	\$1,872.00
				<b><i>\$34,960.00</i></b>

*Includes travel time*

**Required Materials**

<i>Item</i>	<i>Qty.</i>	<i>Rate</i>	<i>Unit</i>	<i>Total</i>
Crates	680	\$4.00	2-wk rental	\$2,720.00
P/U and Delivery	4	\$300.00	Each	\$1,200.00
Keyboard bags	30	\$1.35	Each	\$40.50
Flat Screen bags	60	\$1.95	Each	\$117.00
Commercial Bins	10	\$35.00	Each	\$350.00
Shrink Wrap	4	\$35.00	Each	\$70.00
Labels	6	\$15.00	Pack 500	\$90.00
<b><i>Material Totals</i></b>				<b><i>\$4,587.50</i></b>

**Total = \$39,547.50**



**THE CITY OF NASHUA**

*Administrative Services  
Purchasing Department*

"The Gate City"

June 25, 2020

**RFP0634-070620  
Moving Services  
Addendum #1**

Information included in this document becomes a part of the original RFP.

If you are submitting a paper bid, please sign below to indicate receipt of this additional information and **include this page with your bid submittal**. If you are submitting a bid via Bid Express please be sure to acknowledge the addendum on the website before submitting your bid.

**ADDENDUM 1 is being issued to respond to submitted questions.**

All other aspects of the original document remain the same.

**Failure to acknowledge the addendum will result in the bid submittal being disqualified.**

Sincerely,

Dan Kooken  
City of Nashua – Purchasing Manager  
[kookend@nashuanh.gov](mailto:kookend@nashuanh.gov)

**Addendum #1 received and incorporated into bid submittal for RFP0634-070620.  
Please sign and include this addendum in your bid package.**

  
\_\_\_\_\_  
(Authorized Signature)

6/30/20  
\_\_\_\_\_  
(Date)

Sterling  
\_\_\_\_\_  
(Name of Firm)

## Questions & Answers

1. RFP states that we are responsible for disconnecting, moving and placing all computer desktops. Want to make sure the reconnection isn't required also?

Reconnection is not required. City of Nashua IT will handle that task.

2. Will the city take care of any meters or details needed?

City of Nashua will take care of providing parking for unloading and any Police detail that may be needed.

3. Would you like an option for a settle-in crew following the move to hang any pictures, boards, etc...?

No.

4. Are we pricing just the move out? Not including moving back into Mulberry St.?

Yes. Just the move out.

5. Is this to be a FIRM BID PRICE?

Yes.



## CONTRACT FOR PROFESSIONAL SERVICES

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### TITLE:

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, CITY HALL, NASHUA, NH 03060  
AND

and its successors, transferees and assignees  
NAME AND TITLE OF SERVICE PROVIDER

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ADDRESS OF SERVICE PROVIDER

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WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of a Service Provider; and

WHEREAS, it is deemed that the services of a Service Provider herem specified are both necessary and desirable and in the best interests of the City of Nashua; and

WHEREAS, Service Provider represents they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

NOW, THEREFORE, in consideration of the agreements herem made, the parties mutually agree as follows:

**1. DOCUMENTS INCORPORATED.** The following exhibits are by this reference incorporated herem and are made part of this contract:

- Exhibit A--General Conditions for Contracts
- Exhibit B--Scope of Services, Contract Time, Fee Schedule

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

In the event of a conflict between the terms of the Proposal and the terms of this Agreement, a written change order and/or fully executed City of Nashua Purchase Order, the terms of this Agreement, the written change order or the fully executed City of Nashua Purchase Order shall control over the terms of the Proposal.

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

3. ~~PERIOD OF PERFORMANCE~~. Service Provider shall perform and complete all work by 8/14/20 which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Service Provider shall begin performance upon receipt of an Executed Contract and a valid Purchase Order issued from the City of Nashua.

4. ~~COMPENSATION~~. Service Provider agrees to perform the work for a total cost not to exceed Dollars (\$39,547.50)

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

Unless Service Provider has received a written exemption from the City of Nashua, Service Provider shall submit monthly requests for payment for services performed under this agreement in accordance with the values stated in the Agreement. Such requests shall be supported by such data substantiating the Service Provider's right to payment as the City of Nashua may reasonably require. Service Provider shall submit monthly requests for payment for services performed under this agreement shall be submitted as follows:

- Electronically via email to Vendor APInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

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

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

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

Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Service Provider agrees to provide the following with each request for payment:

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.
2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

The City of Nashua will pay for work satisfactorily completed by Service Provider. The City of Nashua will pay Service Provider within 30 days of approval by the City of Nashua of the submitted invoice forms and progress reports. The City of Nashua will make no payments until the invoice forms and progress reports have been submitted and approved.

5. **EFFECTIVE DATE OF CONTRACT.** This contract shall not become effective until and unless approved by the City of Nashua.

6. **NOTICES.** All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

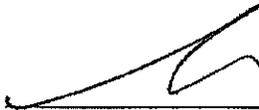
CITY OF NASHUA REPRESENTATIVE:

REPRESENTATIVE:

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or Service Provider may change the address or representative by giving written notice to the other party.

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

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

  
\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*James Donchess, Mayor*  
*(Printed Name and Title)*

*Skipper Church - Sales*  
\_\_\_\_\_  
*(Printed Name and Title)*

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

*6/30/20*  
\_\_\_\_\_  
*Date*



## RESOLUTION

AUTHORIZING THE CITY OF NASHUA TO EXECUTE A LEASE WITH  
WHITING BUILDING, LLC

### *CITY OF NASHUA*

*In the Year Two Thousand and Twenty*

**RESOLVED** by the Board of Aldermen of the City of Nashua that the City is authorized to enter into a lease with Whiting Building, LLC for the premises identified as the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) floor office space(s) in the Landmark Building with a postal address of 138-144 Main Street, Nashua, for the Public Health Relocation Plan, in substantially the same form as the attached ("Lease").

**FURTHER RESOLVED** by the Board of Aldermen of the City of Nashua that the Mayor, with the assistance of the Office of Corporation Counsel, is authorized to prepare and execute all necessary documents and take all necessary actions contemplated by the Lease or required to effectuate the same, including but not limited to grants or other funding sources for the Lease and exercising the right to renew the Lease.

**LEGISLATIVE YEAR 2020**

**RESOLUTION:** R-20-054

**PURPOSE:** Authorizing the City of Nashua to execute a Lease with Whiting Building, LLC

**ENDORSERS:** Mayor Jim Donchess  
Alderman Richard A. Dowd  
Alderman Patricia Klee  
Alderman Linda Harriott-Gathright

**COMMITTEE  
ASSIGNMENT:** Finance Committee

**FISCAL NOTE:** The cost of the one year lease is \$48,300 funded by the GOFERR Grant Fund.

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**ANALYSIS**

This resolution authorizes the City to enter into a lease with Whiting Building, LLC substantially similar to the attached document.

Under NRO Section 5.4 D, the Board of Aldermen shall approve the rental of lands and buildings not owned by the City with “any rental agreement that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated.”

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**Approved as to form:** Office of Corporation Counsel

By:  \_\_\_\_\_

Date: 7/9/2020

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## LEASE

THIS LEASE is made as of \_\_\_\_\_, 2020, by and between the Whiting Building, LLC, a New Hampshire limited liability Company, with a principle address at of 75 Concord Street, Nashua, NH 03064 (the "Lessor") and The City of Nashua, New Hampshire, a municipality with an address of 229 Main Street, Nashua, NH 03060, (the "Lessee") and

DESCRIPTION OF PREMISES. The Lessor hereby agrees to lease to the Lessee, subject to the terms and conditions set forth herein, and the Lessee agrees to lease from the Lessor, the premises identified as the fourth (4<sup>th</sup>) and fifth (5<sup>th</sup>) floor office space(s) in the Landmark Building with a postal address of 138-144 Main Street and located on the City of Nashua's Assessor's Tax Map 33, Lot 91, Comprising of 4,830 square feet of office space in total between the two floors and as more specifically described on Exhibit A attached hereto "The Public Health Relocation Plan" (the "Premises").

TERM. The term of the Lease shall be up to 12 months, commencing on the date hereof and ending on \_\_\_\_\_ (the "Term") subject to Lessee's right to terminate as set forth below.

OPTION. The Lessee shall have the right at its sole discretion to renew this lease with a maximum three percent (3%) increase over the gross rent agreed to below in paragraph five (5).

TERMINATION. The Lessee may terminate the Lease at any time during the Term of the Lease by written notice delivered to the Lessor at least 60 days prior to the date of termination set forth in such notice.

RENT. The rent for the Premises to be paid by the Lessee to the Lessor during the Term of the Lease shall be \$48,300, which rent shall be due and payable with an initial payment of \$24,150.00, at the commencement of the lease and a second payment for \$24,150.00 due six months later during the Term of the Lease. If the Lease is renewed for consecutive year(s), rent shall be due in two installments as follows: the first installment being one-half (1/2) of the then-current rent will be due the first day of the renewal term and the second installment, totaling the balance of the then-current annual rent will be due six months later or ½ way to the end of the renewal terms, whichever is later.

MAINTENANCE & REPAIRS BY LESSEE. The Lessee shall maintain the Premises in a clean and sanitary condition. The Lessee shall make all the repairs which are usual, necessary, or required for the use of the Premises in the Premises and shall keep the Premises in such repair, order, and condition as the same are in at the commencement of this Term. Lessee shall not be responsible for common areas of the building.

ALTERATIONS AND IMPROVEMENTS. The Lessee shall not, without the prior written consent of the Lessor, make any alterations, improvements, renovations or additions (collectively, "Improvements") to or upon the Premises, which consent shall not be unreasonably withheld. Further, Lessor will be deemed to have consented to Lessee's proposed alterations, improvements, renovations or additions if Lessor does not respond within 21 days after Lessee's written submittal.

INDEMNITY. The Lessee agrees to indemnify the Lessor against all loss, damage, liability, or expense arising out of injury to third parties or their property, or in connection with anything owned or controlled by the Lessee, or resulting from any act, failure to act, or negligence of the Lessee or Lessee's servants or agents, or from any nuisance made or suffered on the Premises. Lessee's indemnity shall not apply to liability caused by the negligence or willful misconduct of Lessor.

DAMAGE OR DESTRUCTION. In the event that the Premises or a substantial portion thereof are destroyed or damaged by fire, flood, war, or other casualty, the Lessor shall not be obligated to rebuild or replace any building wholly or substantially destroyed. In the event of such substantial destruction either party shall have the option of terminating this Lease by giving written notice to the same to the other party within 30 days of the occurrence of such destruction. Lessee shall be entitled to a rebate or refund, as applicable, for the time the Premises is inhabitable by Lessee.

ENCUMBRANCE, SUBLETTING, AND ASSIGNMENT. This Lease may be assigned at any time by the Lessor. This Lease shall not be assigned or sublet in whole or in part by the Lessee without prior written consent by Lessor, and any attempt therefore shall be void. Lessee shall not otherwise encumber the Premises or its leasehold interest therein, and shall not permit any mechanic's lien or other lien for the provision of goods or services on the Premises.

QUIET POSSESSION. The Lessor covenants and warrants that the Lessor has full right and lawful authority to enter into this Lease for the full Term hereof, and that the Lessor is lawfully seized of the Premises hereby leased and has good title thereto free and clear of all tenancies. The Lessor further covenants and warrants that if the Lessee shall discharge the obligations herein set forth to be performed by the Lessee, then the Lessee shall have and enjoy, during the Term and any renewal or extension hereof, the quiet and undisturbed possession of the Premises for the uses herein described, together with all appurtenances thereto.

DEFAULT. If the Lessee shall violate any of the covenants, conditions, or provisions contained herein and such violation shall continue for more than ten (14) days after receipt of written notice by Lessee of the Lessor's notice of such default, the Lessor may immediately, or at any time thereafter, and without demand or further notice to the Lessee (unless required by law), elect to terminate this Lease and commence an action for eviction and removal of Lessee and exercise any other remedies available to Lessor, singly or cumulatively.

REDELIVERY OF PREMISES. The Lessee will peaceably and quietly quit and deliver up to the Lessor, the Premises at the expiration of the Term, leaving the Premises in as good condition as they now are or may be placed in during the Term of this Lease, reasonable and ordinary wear expected. Lessee shall remove all of their property at the end of the Term. Any property abandoned by Lessee will be disposed of by the Lessor or kept as abandoned property.

NOTICE. Any written notice, request, or demand required or permitted hereunder shall, until either party shall notify the other in writing of a different address, be properly given if sent by certified or registered mail, postage prepaid, addressed to the other at the address set forth above.

MISCELLANEOUS. This lease is to be construed as a New Hampshire lease and is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisee, executors, administrators, successors and assigns; and may be canceled, modified, or amended only by written instrument signed by both the Lessor and the Lessee.

The Lessor and the Lessee have executed this Lease effective as of the date first written above.

LESSOR:  
**Whiting Building, LLC**

By: \_\_\_\_\_  
Name: Dmitry Zhivotovsky  
Title: Manager

LESSEE:  
**The City of Nashua**

By: \_\_\_\_\_  
Name: James W. Donchess  
Title: Mayor