

FINANCE COMMITTEE

FEBRUARY 5, 2020

7:00 pm

City Hall – Room 208

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ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: Doria Brown, Energy Manager  
Re: Pre-approval to enter into contracts with 3<sup>rd</sup> party suppliers for natural gas and electricity supplies

From: Dan Kooken, Purchasing Manager  
Re: Approval for Donation of a Surplus Pickup Truck from the Parks and Recreation Department to Grow Nashua

From: Dan Kooken, Purchasing Manager  
Re: Purchase of Personal Protective Clothing/Equipment (Value: \$48,988) Department: 152 Fire Rescue; Fund: General

From: Dan Kooken, Purchasing Manager  
Re: Contract for Crown Hill Pool Rehabilitation (Value: \$34,200) Department: 177 Parks and Recreation; Fund: Capital

From: Dan Kooken, Purchasing Manager  
Re: Portable Toilet Contract (Value: \$32,140) Department: 177 Parks and Recreation; Funds: General and Trusts

From: Dan Kooken, Purchasing Manager  
Re: Energy Recovery Upgrades – Construction Services – Change Order 4 (Value: \$49,167) Department: 169 Wastewater; Fund: Wastewater

From: Dan Kooken, Purchasing Manager  
Re: Landfill Gas Expansion – Change Order 1 (Value: \$135,140) Department: 168 Solid Waste; Fund: Bond

UNFINISHED BUSINESS - None

NEW BUSINESS – RESOLUTIONS - None

NEW BUSINESS – ORDINANCES - None

RECORD OF EXPENDITURES

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT



**City of Nashua**  
Energy Manager  
229 Main Street - Nashua, NH 03060

(603) 589-3265

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January 28, 2020

**TO:** Mayor Donchess  
Finance Committee

**FROM:** Doria Brown, Energy Manager

**SUBJECT:** Pre-approval to enter into contracts with 3<sup>rd</sup> party suppliers for natural gas and electricity supplies

The Energy Manager is seeking pre-approval to competitively solicit and enter into agreements with 3<sup>rd</sup> party energy suppliers for the tariff-controlled supply portion of its natural gas and electricity utility bills. There are several reasons for the purpose of this pre-approval, which are as follows:

- The City has realized both substantial cost savings and budget certainty by utilizing 3<sup>rd</sup> party energy suppliers;
- These contracts must be executed and received by the supplier by 3 p.m. the same day the quote is received to ensure delivery of the stated price and to avoid unfavorable pricing terms and/or fluctuations;
- Natural Gas and/or Electricity contracts may be multi-year contracts to take advantage of the most favorable terms offered.

The executed contracts will be provided via communication to the Finance Committee at their next regularly scheduled meeting.



# THE CITY OF NASHUA

*Administrative Services  
Purchasing Department*

*"The Gate City"*

January 30, 2020

FROM: DAN KOOKEN – CITY OF NASHUA PURCHASING MANAGER  
TO: FINANCE COMMITTEE  
SUBJECT: APPROVAL FOR DONATION OF A SURPLUS PICKUP TRUCK FROM THE PARKS AND RECREATION DEPARTMENT TO GROW NASHUA

The purpose of this communication is to inform you of and ask your approval for an equipment donation of a surplus pickup truck from the City of Nashua Parks and Recreation Department to Grow Nashua. I have included a Memo from Nicholas Caggiano, Superintendent of Nashua Parks and Recreation Department with information about the donation of vehicle 09-532 along with images of the vehicle and a letter from Grow Nashua's Executive Director, Justin Munroe indicating their desire to accept this donation if approved and how it would be used by their organization.

**§ 5-88. Surplus stock.**

*[NRO 1975, T. 4, § 1618; NRO 1987, § 2-253; 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]*

All using agencies shall submit to the Purchasing Manager, at such times and in such form as he shall prescribe, reports showing stocks of all supplies which are no longer used or which have become obsolete, worn out or scrapped.

The Manager shall have the authority to transfer surplus stock to other using agencies. The Manager shall have the authority to sell, by sealed bid or online auction, all supplies which have become unsuitable for public use, or to exchange the same for, or trade in the same on, new supplies.

*[Amended 10-9-2012 by Ord. No. O-12-022]*

With approval of the Finance Committee, the Purchasing Manager may donate, barter, gift or otherwise dispose of surplus material, stock or equipment which has failed to be sold, exchanged or traded pursuant to Subsection B.

The Parks and Recreation Superintendent and the Purchasing Department recommend this donation to Grow Nashua.

Respectfully,

  
Dan Kookan  
Purchasing Manager

Cc: J Donchess K Kleiner



# THE CITY OF NASHUA

*Division of Public Works*

*Parks & Recreation Department* |

*"The Gate City"*

To: Dan Kooken Purchasing Manager

Date: January 27, 2020

From: Nicholas Caggiano Superintendent  
Parks and Recreation Department

Re: Donation of vehicle 09-532

The DPW was asked to locate a vehicle that was being replaced and see if it could be donated to Nashua Grows. This nonprofit is in need of a vehicle to take their restaurant compost program to the next level. I have attached a memo from Nashua Grows explaining their program as well as some pictures of the vehicle. Vehicle 09-532 was identified as a potential vehicle that could be donated. The vehicle is scheduled to be replaced this year through CERF this year. The vehicle is a 2009 2 wheel drive Ford F150 that is in fair condition. The vehicle would have the decals, radio, avl unit, and tow hitch removed. The tool boxes would remain.

The vehicle has a Kelley Blue Book value between \$5,500 and \$6,500. This vehicle would be able to be handed over as soon as all of the approvals have been received.



Nick Caggiano  
Superintendent  
Nashua Parks and Recreation Department  
100 Concord Street  
Nashua, NH 03064

January 22, 2020

Mr. Caggiano ,

We at Grow Nashua graciously accept your generous donation of a vehicle to use for the expansion of our Curbside Compost pickup program. We began this program in May of 2018 with the intention of:

- a) educating the Nashua community about the benefits of composting,
- b) diverting food waste from the Four Hills Landfill
- c) creating green jobs for our community
- d) garnering support for our other community-based programs

The Curbside Compost program has seen great success and steady growth since the launch of its pilot program, and we have since diverted over 30 tons of food waste and organic material from the landfill. While growth of this program has exceeded our expectations, we are currently missing a key component for our program to continue - a truck to transport materials.

With the City of Nashua's support and generous donation, we will gain capacity to expand our services to reach more residential and commercial clients, such as our local restaurant partners. This expansion will dramatically increase our ability to divert food waste from the landfill and believe we can increase our yearly average from 60,000 lbs per year to over 200,000 lbs per year.

We thank you from the bottom of our hearts, and we are confident that Grow Nashua will maximize the use of this vehicle while making the Division of Public Works and the City of Nashua proud to be our partners on this endeavor.

Sincerely,

Justin Munroe  
Executive Director Grow Nashua











**THE CITY OF NASHUA**

*Administrative Services  
Purchasing Department*

*"The Gate City"*

January 30, 2020  
Memo #20-076

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: PURCHASE OF PERSONAL PROTECTIVE CLOTHING/EQUIPMENT (VALUE:  
\$48,988)  
DEPARTMENT: 152 FIRE RESCUE; FUND: GENERAL

Please see the attached communication from Steve M. Buxton, Deputy Fire Chief to George A. Walker, Assistant Fire Chief dated January 16, 2020 for information related to this purchase.

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

Nashua Fire Rescue and the Purchasing Department recommend the purchase of this clothing/equipment from **Bergeron Protective Clothing of Epsom, NH** in the amount of **\$48,988**.

Respectfully,

  
Dan Kookan  
Purchasing Manager

Cc: S. Buxton G. Walker J. Graziano



**Nashua Fire Rescue**  
Administrative Office  
70 East Hollis Street, Nashua, NH 03060  
[www.nashuafire.com](http://www.nashuafire.com)

Deputy Chief Steve M. Buxton  
Group 2 Shift Commander  
Nashua Fire Rescue  
(603) 594-3636  
[BuxtonS@nashuanh.gov](mailto:BuxtonS@nashuanh.gov)

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To: Assistant Chief of Department George Walker  
From: Deputy Fire Chief Steve Buxton  
Re: PPE Procurement  
Date: January 16, 2020

Assistant Chief Walker,

I am requesting permission to move forward with the procurement of twenty (20) sets of Personal Protective Equipment (PPE) from Bergeron Protective Clothing. The quoted price per set is \$ 2435.28 for a total of \$ 48,988.28 including shipping.

The twenty (20) sets will be issued to existing members per our current replacement schedule. I have included the specifications for the PPE that will be manufactured by Globe Manufacturing, a New Hampshire Company.

Respectfully,

Steve M. Buxton  
Deputy Fire Chief



a limited liability company

1024 Suncook Valley Hwy., Unit 5-D  
Epsom NH, 03234  
TEL: 603.736.8500  
www.BergeronProtectiveClothing.com

**QUOTATION**

No. : 206718

Doc. Date : 01/10/2020  
Payment Terms : NET30  
Valid Until: 06/30/2020  
Customer PO:  
Salesperson : Maureen Gnecco  
Page : Page 1 of 2

**Bill To**

Nashua Fire Rescue  
Deputy Steve Buxton  
70 East Hollis Street  
Nashua NH 03060-0306

**Ship To :**

Deputy Chief Steve Buxton  
70 E Hollis Street  
Nashua NH 03060-0306

7/1/19 -6/30/20 Globe GXCEL Jacket and Harness Ready pants with Advance outer Shell.  
Annual price increase not to exceed 5% from 7/1/18 to 6/30/22.

Quantity	Style	Description	Unit Price	Your Cost
20	D27LMB	Globe G-XCEL Jacket, Advance Color: Gold -Glide Ice 2 layer thermal liner Thermal Liner -Stedair 3000 Moisture barrier -3-inch Lime/yellow triple trim NYC style(officers red/orange) -3-inch Scotchlite letters arched row B: "NASHUA" -Snaps in/Hook and Dee out closure -2 x 8 x 8 semi expansion pockets with fleece handwarmers -Full Kevlar lined pockets -Sunlance Flashlight holder-right chest -Self mic strap above utility pocket LC -Nomex wrister with thumb loop -Utility pocket 2x4x8 left chest-lined with Kevlar -Self mic strap on stormflap, top slanted towards leftside -Black Gemini XT cuffs -Crosstech adjustable sleeve wells	1,082.53	21,650.60
20	H27LMB	Globe IH Harness Ready Pant, Advance Color: Gold -Glide Ice 2 layer Thermal Liner -Stedair 3000 Moisture Barrier -3-inch Lime/yellow triple trim at cuff (officers red/orange) -Zipper/Velcro fly closure -Wide belt loops w Nomex belt closure -Right pocket rope pocket -Kevlar lined 2 x 10 x10 expansion pockets -Dragon hide knees -Silizone padded knees sewn on liner -2x10x10 pockets -Black padded rip cord suspenders -Black Gemini XT self cuffs	918.75	18,375.00

Financing options available on some turnout gear purchases. Prices quoted do not include shipping and handling. Shipping is FOB factory. This quote is based on current prices which are subject to change by the Manufacturer without notice. TERMS are NET 30 DAYS

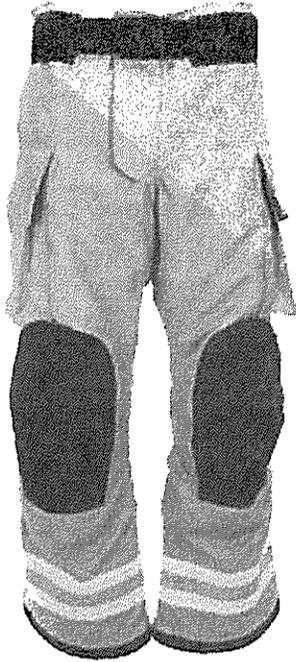
From: BERGERON PROTECTIVE CLOTHING LLC  
To: Nashua Fire Rescue

Document No. : 206718  
Doc. Date : 01/10/2020

Quantity	Style	Description	Unit Price	Your Cost
20	1201400-G	Globe Supreme 14" Pull On Mens Boot	434.00	8,680.00

<b>Subtotal</b>	2,435.28	48,705.60
<b>Shipping &amp; Handling</b>	282.68	282.68
<b>Total</b>	2,435.28	48,988.28

Financing options available on some turnout gear purchases. Prices quoted do not include shipping and handling. Shipping is FOB factory. This quote is based on current prices which are subject to change by the Manufacturer without notice. TERMS are NET 30 DAYS.





Company 0010 - CITY OF NASHUA  
 Requesting Location C-254 - EAST HOLLIS ST  
 FIRE STATION  
 Requisition 62095 - Unreleased  
 Purchase From  
 Buyer

Cost Default Vendor 12397 - BERGERON  
 PROTECTIVE CLOTHING  
 Requisition Description  
 Requester condek - KAREN CONDE  
 Deliver To

Item	Item Type	Quantity Ordered	UOM	Unit Cost	Extended Cost	Distributions	Activity / Account Category	Distribution Allocation	Requested Delivery Date	Sourcing Event Required
D27LMB GLOBE G- XCEL JACKET ADVA	Special	20.00	EA	1082.53	21650.60	52.1.625-061110- 0000		100.0%		No
<p>D27LMB Globe G-XCEL Jacket, Ad            Vendor: BERGERON PROTECTIVE CLOTHING            D27LMB Globe G-XCEL Jacket, Advance, Color: Gold, Glide ice 2 layer thermal liner Thermal Liner, Stedair 3000 Moisture barrier, 3 inch Lime/yellow triple trim NYC stylke (officers red/orange), 3 inch Scotchlet letters arched row B: "NASHUA", Sna ps in/Hook and Dae out closure, 2x8x8 semi expansion pockets with fleece handwarmers, Full Kevlar lined pockets, Sunlance Flashlight holder-right chest, Slef mic strap above utility pocket LC, Nomex wrister with thmb loop, Utility pocket 2x4x8 left chest-lined with Kevlar, Slef mic strap on stormflap, top slanted towards leftside, Black Gemini XT cuffs, Crosstech adjustable sleeve wells</p>										
H27LMB GLOBE IH HARNES READY PA	Special	20.00	EA	918.75	18375.00	52.1.625-061110- 0000		100.0%		No
<p>H27LMB Globe IH Harness Ready            Vendor: BERGERON PROTECTIVE CLOTHING            H27LMB Globe IH Harness Ready Pant, Advance Color:Gold, Glide ice 2 layer Thermal Liner, Stedair 3000 Moisture Barrier, 3-inch Lime/yellow triple trim at cuff (officers red/orange), Zipper/Velcro fly closure, Wide belt loops w Nomex belt closure, Right pocket rope pocket, Kevlar lined 2x10x10 expansion pockets, Dragon hide knees, Silizone padded knees sewn on liner, 2x10x10 pockets, Black padded rip cord suspenders, Black Gemini XT self cuffs</p>										
1201400-G GLOBE SUPREME 14" PULL	Special	20.00	EA	434.00	8680.00	52.1.625-061110- 0000		100.0%		No
<p>1201400-G Globe Supreme 14" Pu</p>										



**THE CITY OF NASHUA**

*Administrative Services  
Purchasing Department*

"The Gate City"

January 30, 2020  
Memo #20-058

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR CROWN HILL POOL REHABILITATION (VALUE: \$34,200)  
DEPARTMENT: 177 PARKS AND RECREATION; FUND: CAPITAL

Please see the attached communication from Nicholas Caggiano, Superintendent of Parks and Recreation Department, dated November 21, 2019 for information related to this purchase.

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 of Parks and Recreation Department, Board of Public Works (November 21, 2019 meeting) and the Purchasing Department recommend the award of this contract in an amount of **\$34,200** from **Forcier Contracting & Building Services, Inc of Nashua, NH.**

Respectfully,

  
Dan Kooker  
Purchasing Manager

Cc: N Caggiano L Fauteux

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: January 30, 2020  
From: Nicholas Caggiano Superintendent  
Parks and Recreation Department  
Re: Crown Hill Pool House

**A. Motion:** To approve a contract with Forcier Contracting & Building Services Inc of Nashua, NH for the building repairs at the Crown Hill Pool bathhouse in the amount of \$34,200. Funding will be through Department: Department 177 Parks and Recreation; Fund: Capital; Activity: Crown Hill Pool Building Repairs.

**Discussion:** This project will replace the roof, 4 exterior metal doors with frames, the exterior siding new counters and sinks. There is a one year warranty on workmanship and manufactures warranty on each item. This work is to be completed by May of 2020.

The project was advertised on August 22, 2019. A pre-bid meeting was held on September 3, 2019. Three contractors submitted qualified bids on October 18, 2019. The bids are as follows:

<b>Firm</b>	<b>Bid</b>
Fourcier Contracting & Building Services	\$34,200
Solid Roots Construction	\$34,825
Mark Carrier Construction, Inc	\$69,433

The bids were reviewed and Forcier Contracting and Building Services is the recommended qualified, low bidder. The recommendation of the Superintendent is to award the contract to Forcier Contracting and Building Services. This motion was held at the November meeting until such time that the contractor and the city resolved the parking issue at Artillery Lane. The issue has been resolved attached is the agreement between the contractor and the city regarding this issue.



**STANDARD FORM OF AGREEMENT  
BETWEEN OWNER AND CONTRACTOR**

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This agreement is made:

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

**And the CONTRACTOR:** Forcier Contracting & Building Services, Inc.  
24 Merrimack Street  
Nashua, NH 03064  
and its successors, transferees and assignees  
(together "CONTRACTOR")

For the following Project: **Crown Hill Pool Building Upgrades**  
**IFB0643-091319**

**ARTICLE 1 – THE CONTRACT DOCUMENTS**

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

1. This Agreement signed by the **OWNER** and **CONTRACTOR**, including the General Terms and Conditions;
2. Bid Specification Pricing Schedule submitted **October 17, 2019**;
3. Payment and Performance Bonds ( **Not Applicable**) and Insurance Certificate;
4. Written change orders for minor changes in the Work issued after execution of this Agreement; and
5. Fully Executed **OWNER** Purchase Order

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

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

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

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

### **DESCRIPTION OF WORK:**

**Material and labor to include the following tasks:**

**All disposal fees will be no charge at the Nashua Landfill**

#### **Roof**

- Strip and dispose of existing roof layers
- Furnish and install new lifetime architectural shingles (color TBD)
- Furnish and install new white 8" aluminum drip edge
- Furnish and install ice and water shield 6 ft. up on soffits and valleys
- All pipes receive new flashing boots
- Furnish and install up to 64 sq. ft. of damage or rooted plywood if necessary

#### **Exterior doors**

- Remove and dispose of 4 existing metal exterior doors. Save all locking knobs
- Furnish and install 4 new metal doors into existing steel welded frames
- Install existing locking door knobs
- 1 door to have louvered bottom to match existing

#### **Siding**

- Remove and dispose of existing plywood siding at building gables
- Furnish and install approx. 400 sq. of white paintable plastic V match vertical board siding
- Furnish and install approx. 75 linear feet x 12" vented vinyl soffit
- Furnish and install approx. 170 linear feet of metal wrap on existing wood trim

#### **Counter tops**

- Remove and dispose of girls and boys bathroom counter tops
- Remove and dispose of 3 sinks and faucets
- Install new laminate counters (color TBD)
- Install 3 new porcelain sinks and faucet kits

**ARTICLE 3 – PERIOD OF PERFORMANCE**

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

**ARTICLE 4 – CONTRACT SUM**

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

**THIRTY FOUR THOUSAND TWO HUNDRED DOLLARS (\$ 34,200)**

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

**ARTICLE 5 – INSURANCE AND INDEMNIFICATION**

**CONTRACTOR** shall carry and maintain in effect during the performance of services under this contract:

- General liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- Motor Vehicle Liability: \$1,000,000 Combined Single Limit; **\*Coverage must include all owned, non-owned and hired vehicles;** and
- Workers' Compensation Coverage in compliance with the State of NH Statutes, \$100,000/\$500,000/\$100,000.

The parties agree that **CONTRACTOR** shall have the status of and shall perform all work under this contract as an independent **CONTRACTOR**, maintaining control over all its consultants, sub consultants, or subcontractor's. The only contractual relationship created by this contract is between the **OWNER** and **CONTRACTOR**, and nothing in this contract shall create any contractual relationship between the **OWNER** and **CONTRACTOR**'s consultants, sub consultants, or subcontractor's. The parties also agree that **CONTRACTOR** is not an **OWNER** employee and that there shall be no:

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

**CONTRACTOR** will provide the **OWNER** with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the **OWNER** issues the notice of award. The **OWNER** requires thirty days written notice of

cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the OWNER as an additional insured** and reflect on the certificate of insurance. **CONTRACTOR** is responsible for filing updated certificates of insurance with the **OWNER's** Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- The specified insurance requirements do not relieve **CONTRACTOR** of its responsibilities or limit the amount of its liability to the **OWNER** or other persons, and **CONTRACTOR** is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the **OWNER** shall be called upon to contribute to a loss.
- **CONTRACTOR** is responsible for and required to remedy all damage or loss to any property, including property of the **OWNER**, caused in whole or part by **CONTRACTOR** or anyone employed, directed, or supervised by **CONTRACTOR**.
- The insurance provided herein is primary, and no insurance held or owned by the **OWNER**, shall be called upon to contribute to a loss.
- **CONTRACTOR** is responsible for and required to remedy all damage or loss to any property, including property of the **OWNER**, caused in whole or part by **CONTRACTOR** or anyone employed, directed, or supervised by **CONTRACTOR**.

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

## *General Terms and Conditions*

### ARTICLE 6 – GENERAL PROVISIONS

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

### ARTICLE 7 – OWNER

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

## ARTICLE 8 – CONTRACTOR

1. Execution of the Contract by the **CONTRACTOR** is a representation that the **CONTRACTOR** has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
2. The **CONTRACTOR** shall carefully study and compare the Contract Documents with each other and with information furnished by the **OWNER**. Before commencing activities, the **CONTRACTOR** shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the **CONTRACTOR** with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the **OWNER**.
3. ~~Within ten (10) days of notification of award, and prior to commencement of work, the **CONTRACTOR** shall obtain and forward to **OWNER** a Payment Bond and a Performance Bond representing 100% of the contract work.~~
4. The **CONTRACTOR** shall supervise and direct the Work, using the **CONTRACTOR**'s best skill and attention. The **CONTRACTOR** shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
5. The **CONTRACTOR**, as soon as practicable after award of the Contract, shall furnish in writing to the **OWNER** the names of subcontractors or suppliers for each portion of the Work. The **OWNER** will promptly reply to the **CONTRACTOR** in writing if, after due investigation, he has reasonable objection to the subcontractors or suppliers listed.
6. Unless otherwise provided in the Contract Documents, the **CONTRACTOR** shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.
7. The **CONTRACTOR** shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
8. The **CONTRACTOR** warrants to the **OWNER** that (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.
9. The **CONTRACTOR** shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.
10. The **CONTRACTOR** shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
11. The **CONTRACTOR** shall comply with and give notices required by agencies having jurisdiction over the Work. If the **CONTRACTOR** performs Work knowing it to be contrary to laws, statutes, ordinances building codes, and rules and regulations without notice to the **OWNER**, the **CONTRACTOR** shall assume full responsibility for such Work and shall bear the attributable costs. The **CONTRACTOR** shall promptly notify the **OWNER** in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.
12. The **CONTRACTOR** shall promptly review, approve in writing and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.
13. The **CONTRACTOR** shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the **OWNER**.

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

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

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

#### **ARTICLE 10 – TIME**

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

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

1. The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the **OWNER** to the **CONTRACTOR** for performance of the Work under the Contract Documents.
2. Once every thirty (30) days, the **CONTRACTOR** shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such application shall be supported by such data substantiating the **CONTRACTOR's** right to payment as the **OWNER** may reasonably require.
3. Application for Payment performed under this agreement shall be submitted as follows:
  - Electronically via email to [VendorAPIInvoices@NashuaNH.gov](mailto:VendorAPIInvoices@NashuaNH.gov)

**OR**

- Paper Copies via US Mail to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ***TERMINATION FOR CAUSE***

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

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

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

5. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the **OWNER** to resume performance.

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

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

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

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

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

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

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

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

**ARTICLE 18 – MISCELLANEOUS PROVISIONS**

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

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

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

\_\_\_\_\_  
*Forcier Contracting & Building Services, Inc. (signature)*

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

\_\_\_\_\_  
*(Printed Name and Title)*

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

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

**Crown Hill Pool Building Upgrades**  
**Bid Specification Pricing Schedule**  
**IFB0643-101819**

**Material and labor to include the following tasks:**

**All disposal fees will be no charge at the Nashua Landfill**

**Roof**

- Strip and dispose of existing roof layers
- Furnish and install new lifetime architectural shingles (color tbd)
- Furnish and install new white 8" aluminum drip edge
- Furnish and install ice and water shield 6 ft up on soffits and valleys
- All pipes receive new flashing boots
- Furnish and install up to 64 sq ft of damage or rooted plywood if necessary

Cost 17,025.00

**Exterior doors**

- Remove and dispose of 4 existing metal exterior doors. Save all locking knobs
- Furnish and install 4 new metal doors into existing steel welded frames
- Install existing locking door knobs
- 1 door to have louvered bottom to match existing

Cost 5425.00

**Siding**

- Remove and dispose of existing plywood siding at building gables
- Furnish and install approx. 400 sq of white paintable plastic V match vertical board siding
- Furnish and install approx. 75 linear feet x 12" vented vinyl soffit
- Furnish and install approx. 170 linear feet of metal wrap on existing wood trim

Cost 7,025.00

**Counter tops**

- Remove and dispose of girls and boys bathroom counter tops
- Remove and dispose of 3 sinks and faucets
- Install new laminate counters (color tbd)
- Install 3 new porcelain sinks and faucet kits

Cost 4725.00

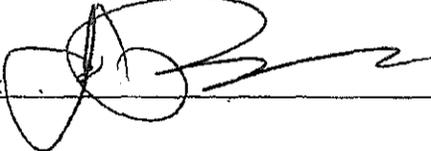
Total Cost 34,200.00

Please describe the warranty period for each task

1 year workmanship on each task & manufacturer's warranty on products

Contractor: Farcier Contracting + Building Services Inc.

Address: 24 Merrimack St. Nashua NH 03064

Signature: 

Date: 10/17/19

Phone: 603-882-6871 Fax: \_\_\_\_\_

Email Address: johnfarcier@comcast.net

24 MERRIMACK ST  
NASHUA, NH 03064  
FAX: (603) 882-8863  
OFFICE: (603) 882-6871  
MOBILE: (603)235-1006



## Proposal

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**PREPARED FOR:** Scott Painter  
**JOB ADDRESS:** Crown Hill Pool  
**PREPARED BY:** Rocky Hanson ON 4/24/19

---

### Material and labor to include:

#### Roof

- Strip and dispose of existing roof layers
- Furnish and install new lifetime architectural shingles (color tbd) ( 32)
- Furnish and install new white 8" aluminum drip edge
- Furnish and install ice and water shield 6 ft up on soffits and valleys
- All pipes receive new flashing boots
- Furnish and install up to 64 sq ft of damage or rooted plywood if necessary

#### Exterior doors

- Remove and dispose of 4 existing metal exterior doors. Save all locking knobs
- Furnish and install 4 new metal doors into existing steel welded frames
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- 1 door to have louvered bottom to match existing

#### Siding

- Remove and dispose of existing plywood siding at building gables
- Furnish and install approx. 400 sq of white paintable plastic V match vertical board siding
- Furnish and install approx. 75 linear feet x 12" vented vinyl soffit
- Furnish and install approx. 170 linear feet of metal wrap on existing wood trim

#### Counter tops

- Remove and dispose of girls and boys bathroom counter tops
- Remove and dispose of 3 sinks and faucets
- Install new laminate counters (color tbd)
- Install 3 new porcelain sinks and faucet kits

**Total \$34,200.00**

Please call me with any questions/concerns.  
Thank You, John (603) 2350738



# THE CITY OF NASHUA

*Administrative Services*

*Purchasing Department*

"The Gate City"

January 30, 2020  
Memo #20-077

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

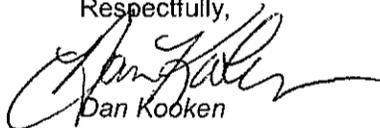
SUBJECT: PORTABLE TOILET CONTRACT (VALUE: \$32,140)  
DEPARTMENT: 177 PARKS AND RECREATION; FUNDS: GENERAL AND TRUSTS

Please see the attached communication dated January 30, 2020 from Nicholas Caggiano, Superintendent Parks and Recreation for the information related to this purchase.

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 of the Parks and Recreation Department, Board of Public Works (1/30/2020 Meeting) and the Purchasing Department recommend the award of this contract in an amount of **\$32,140** to **United Site Services of Haverhill, MA**.

Respectfully,



Dan Kooker

Purchasing Manager

Cc: N Caggiano L Fautex

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: January 30, 2020

From: Nicholas Caggiano - Superintendent  
Parks and Recreation Department

Re: Contract for Portable Restroom Rental and Service.

**B. Motion:** To approve the purchase of Rest Room Services with United Site Services of Haverhill MA for the 2020, 2021, 2023 portable restroom contract for the annual sum of \$32,140.00. Funding for the contract will be through Department: 177 Park & Recreation; Fund: General and Trusts; Account Classification: 54 Property Services.

**Attachments:** Quote from United Site Services.

**Discussion:** This purchase will continue to provide portable restroom services at a rate of \$119.00 per month and ADA units at \$169.00 per month. The contract was advertised through the Purchasing Department. The bid was sent to 7 vendors and was advertised through the Bid Express System. One bid was received. The bid came in much higher than anticipated. We met with the vendor and negotiated the rate down and they have agreed to hold these rates through 2023. This rate is lower than the current NH state Bid. Currently we seasonally provide 32 units at various parks and playgrounds through out the city. The units are serviced 2 times per week. The majority of the units are in place from Mid-April through Early November. The Superintendent and Purchasing Manager recommends awarding the purchase to United Site Services.



**CONTRACT FOR INDEPENDENT CONTRACTOR**

---

**PORTABLE TOILET RENTALS**

**IFB0945-112519**

A CONTRACT BETWEEN

**THE CITY OF NASHUA, 229 MAIN STREET, CITY HALL, NASHUA, NH 03060**  
AND

**UNITED SITE SERVICES NORTHEAST, INC**  
**and its successors, transferees and assignees (together "Independent Contractor")**

---

NAME AND TITLE OF INDEPENDENT CONTRACTOR

---

**1069 SOUTH MAMMOTH ROAD, MANCHESTER, NH 03109**

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ADDRESS OF INDEPENDENT CONTRACTOR

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of an Independent Contractor ; and

WHEREAS, it is deemed that the services of an Independent Contractor herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

WHEREAS, Independent Contractor 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 herein made, the parties mutually agree as follows:

**I. DOCUMENTS INCORPORATED.** The following exhibits are by this reference incorporated herein and are made part of this contract:

- Exhibit A--General Conditions for Contracts
- Exhibit B-- Pricing Summary

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, Independent Contractor shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described.

**DESCRIPTION OF SERVICE:**

- To provide thirty one (31) portable toilets required at various City park and playground areas, based on locations provided in BID PACKAGE.
- Per unit rates to include two (2) services per week.

**3. PERIOD OF PERFORMANCE.** Independent Contractor shall perform and complete all work within the time periods set forth, which 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. Independent Contractor shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

The term of the contract will be for **two (2) years**, with options for a **third** and **fourth** year of service. The base contract will commence on or about **January 1, 2020 and terminating on December 31, 2021**, unless extended by amendment. Each year is subject to annual budget appropriations and at the City of Nashua's sole discretion. A separate/amended purchase order shall be issued for each year of the contract.

**4. COMPENSATION.** Independent Contractor agrees to perform the work for a total cost not to exceed

**Thirty-Two Thousand One Hundred Forty and 00/100 Dollars (\$ 32,140.00) Base Contract**

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

Unless Independent Contractor has received a written exemption from the City of Nashua, Independent Contractor shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such applications shall be supported by such data substantiating the Independent Contractor's right to payment as the City of Nashua may reasonably require. Independent Contractor shall submit monthly requests for payment for services performed under this agreement directly to:

- Electronically via email to [VendorAPInvoices@NashuaNH.gov](mailto:VendorAPInvoices@NashuaNH.gov)

**OR**

- Paper Copies via US Mail to:

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

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

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

Applications for Payment shall be submitted no later than fifteen (15) days after the end of each month. The City of Nashua will pay for work satisfactorily completed and accurately invoiced by Independent Contractor within thirty (30) days from the time of approval by the City of Nashua.

**5. EFFECTIVE DATE OF CONTRACT.** This contract shall not become effective upon the date of execution 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:

Nick Caggiano, Superintendent  
City of Nashua, Parks Department  
100 Concord Street  
Nashua, NH 03064

INDEPENDENT CONTRACTOR

Brett Berberian  
United Site Services Northeast Inc.  
1069 South Mammoth Road  
Manchester, NH 03109

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 Independent Contractor 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)*

\_\_\_\_\_  
*United Site Service Northeast, Inc.  
(signature)*

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

\_\_\_\_\_  
*(Printed Name and Title)*

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

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

**EXHIBIT A  
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27. <b>CHOICE OF LAW AND VENUE</b>	GC--11

## *General Terms and Conditions*

1. **DEFINITIONS** Unless otherwise required by the context, "Independent Contractor", and its successors, transferees and assignees (together "Independent Contractor") includes any of the Independent Contractor's consultants, sub consultants, contractors, and subcontractors.
  
2. **INDEPENDENT CONTRACTOR STATUS** The parties agree that Independent Contractor shall have the status of and shall perform all work under this contract as an Independent Contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Independent Contractor, and nothing in this contract shall create any contractual relationship between the City of Nashua and Independent Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Independent Contractor is not a City of Nashua employee and that there shall be no:
  - (1) Withholding of income taxes by the City of Nashua;
  - (2) Industrial insurance coverage provided by the City of Nashua;
  - (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
  - (4) Participation or contributions by either the Independent Contractor or the City of Nashua to the public employee's retirement system;
  - (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
  - (6) Unemployment compensation coverage provided by the City of Nashua.
  
3. **STANDARD OF CARE** Independent Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Independent Contractor warrants that all 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 Independent Contractor 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 of Nashua may have, Independent Contractor shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Independent Contractor's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any products or services furnished or used by Independent Contractor shall not in any way relieve Independent Contractor of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of Independent Contractor's work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and Independent Contractor shall be and remain liable in accordance with the terms of the contract and applicable law.

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

4. **CITY OF NASHUA REPRESENTATIVE** The City of Nashua may designate a City of Nashua representative for this contract. If designated, all notices, project materials, requests by Independent Contractor, and any other communication about the contract shall be addressed or be delivered to the City of Nashua Representative.
5. **CHANGES TO SCOPE OF WORK** The City of Nashua 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 Independent Contractor's performance under the contract. Independent Contractor shall provide to the City of Nashua 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 of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Independent Contractor'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 Independent Contractor for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Independent Contractor of the change.

When Independent Contractor seeks changes, Independent Contractor shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City of Nashua 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 of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change.

Except as provided in this paragraph, Independent Contractor shall implement no change unless the City of Nashua in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City of Nashua may provide verbal approval of a change when the City of Nashua, 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 as soon as practicable. Any change undertaken without prior City of Nashua approval shall not be compensated and is, at the City of Nashua's election, sufficient reason for contract termination.

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Independent Contractor in the performance of its work under this contract and that such personnel will be available to Independent Contractor for consultation at

reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Independent Contractor with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Independent Contractor also agree to attend all meetings called by the City of Nashua or Independent Contractor to discuss the work under the Contract, and that Independent Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES** Independent Contractor warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Independent Contractor. All future questions Independent Contractor may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Independent Contractor's question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Independent Contractor prior to having received the City of Nashua's resolution shall be at Independent Contractor's risk and expense. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Independent Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. **TERMINATION OF CONTRACT**

**A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL.** The City of Nashua, 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 of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide Independent Contractor 10 days' 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, Independent Contractor 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 Nashua 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 of Nashua 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 of Nashua to resume performance.

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

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

Upon receipt of notice of termination for cause, Independent Contractor shall:

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

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

must be submitted to the City of Nashua within 30 days of the effective date of the notice of termination.

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

**C. GENERAL PROVISIONS FOR TERMINATION** Upon termination of the contract, the City of Nashua may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Independent Contractor shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Independent Contractor assigned to the performance of the contract.

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 Independent Contractor's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Independent Contractor's control.

9. **DISPUTE RESOLUTION** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a Independent Contractor Representative. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, the parties may request that the dispute be submitted to the Board of Public Works for resolution. If the parties are dissatisfied with the decision of the Board of Public Works, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.
10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Independent Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Independent Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.

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

- General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
- \$1,000,000 Combined Single Limit Automobile Liability; **\*Coverage must include all owned, non-owned and hired vehicles**; and
- Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

Independent Contractor 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 Independent Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Independent Contractor under this contract. The City of Nashua shall not maintain any insurance on behalf of Independent Contractor. Subcontractors are subject to the same insurance requirements as Independent Contractor and it shall be the Independent Contractor's responsibility to ensure compliance of this requirement.

Independent Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Independent Contractor 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 shall be fully disclosed in the certificate(s) of insurance.
- The specified insurance requirements do not relieve Independent Contractor of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Independent Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Independent Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Independent Contractor or anyone employed, directed, or supervised by Independent Contractor.
- 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.

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

13. **FISCAL CONTINGENCY** All payments under this contract are contingent upon the availability to the City of Nashua of the necessary funds. This contract shall terminate and the City of Nashua's obligations under it shall be extinguished at the end of any fiscal year in which the City of Nashua 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 Independent Contractor with a right of payment over any other entity. Any funds obligated by the City of Nashua under this contract that are not paid to Independent Contractor shall automatically revert to the City of Nashua's discretionary control upon the completion, termination, or cancellation of the agreement. The City of Nashua shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Independent Contractor. Independent Contractor shall have no claim of any sort to the unexpended funds.

14. **COMPENSATION** Review by the City of Nashua of Independent Contractor's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City of Nashua. If there is insufficient information, the City of Nashua may require Independent Contractor to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Independent Contractor in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.

15. **COMPLIANCE WITH APPLICABLE LAWS** Independent Contractor, 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. Independent Contractor 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 of Nashua 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, Independent Contractor agrees to the following terms. Independent Contractor 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. Independent Contractor 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, Independent Contractor's attention is directed to Title 41 "Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

Independent Contractor agrees to assist disadvantaged business enterprises in obtaining business opportunities by identifying and encouraging disadvantaged suppliers, consultants, and sub consultants to participate to the extent possible, consistent with their qualification, quality of work, and obligation of Independent Contractor under this contract.

In connection with the performance of work under this contract, Independent Contractor 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.

Independent Contractor 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 Independent Contractor shall constitute a material breach of the contract.

17. **ENDORSEMENT** Independent Contractor shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Independent Contractor or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Independent Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua 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.

19. **TAXES** Independent Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Independent Contractor hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
20. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. 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 of Nashua in a written waiver.
21. **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.
22. **PROHIBITED INTERESTS** Independent Contractor shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Independent Contractor warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Independent Contractor. If any such interest comes to the attention of Independent Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Independent Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Independent Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

In the event Independent Contractor (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 of Nashua may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, Independent Contractor shall refund to the City of Nashua any profits realized under this contract, and Independent Contractor shall be liable to the City of Nashua for any costs incurred by the City of Nashua in completing the work described in this contract. At the discretion of the City of Nashua, these sanctions shall also be applicable to any such conviction obtained after the expiration or completion of the contract.

Independent Contractor warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Independent Contractor to any officer or employee of the City of Nashua 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 of Nashua 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 of Nashua under this contract or at law.

23. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Independent Contractor, 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 of Nashua and Independent Contractor.
24. **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.
25. **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.
26. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Independent Contractor. 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.
27. **CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

**EXHIBIT B**

**BID SUMMARY SHEET**

**IFB0945-112519**

<u>Item</u>	<u>Unit</u>	<u>Quantity</u>	<u>From</u>	<u>Thru</u>	<u>Unit Price</u>	<u>Total Price</u>
<b>Deluxe Restroom</b>	<b>EA</b>	<b>29</b>	<b>01/01/20</b>	<b>Indef</b>	<b>119.00</b>	<b>3,451.00</b> per billing cycle
Additional Weekly Service - 2X	EA	29	01/01/20	Indef	0.00	0.00 per billing cycle
<b>Per Billing Cycle Subtotal</b> . . . . .						<b>3,451.00</b>
Delivery, Setup, Removal	EA	1	01/01/20	01/01/20	0.00	0.00 one time
<b>Deluxe Restroom Subtotal</b> : . . . . .						<b>3,451.00</b>
<b>Wheelchair Accessible</b>	<b>EA</b>	<b>3</b>	<b>01/01/20</b>	<b>Indef</b>	<b>169.00</b>	<b>507.00</b> per billing cycle
Additional Weekly Service - 2X	EA	3	01/01/20	Indef	0.00	0.00 per billing cycle
<b>Per Billing Cycle Subtotal</b> . . . . .						<b>507.00</b>
Delivery, Setup, Removal	EA	1	01/01/20	01/01/20	0.00	0.00 one time
<b>Wheelchair Accessible Subtotal</b> : . . . . .						<b>507.00</b>



# THE CITY OF NASHUA

*Administrative Services*

*Purchasing Department*

"The Gate City"

January 30, 2020  
Memo #20-078

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

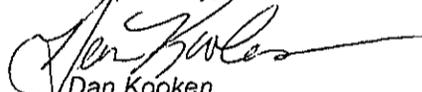
SUBJECT: ENERGY RECOVERY UPGRADES – CONSTRUCTION SERVICES – CHANGE  
ORDER 4 (VALUE: \$49,167)  
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER

Please see the attached communication from David L. Boucher, Superintendent Wastewater Department dated January 30, 2020 for the information related to this contract.

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 (January 30, 2020 meeting) and the Purchasing Department recommend the award of this contract change order 4 in an amount of **\$49,167 to Methuen Construction of Plaistow, NH.**

Respectfully,

  
Dan Kooker  
Purchasing Manager

Cc: D Boucher L Fautuex

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: January 30, 2020  
From: David L. Boucher, Superintendent  
Wastewater Department  
Re: Energy Recovery Upgrade – Methuen Construction Change Order #4

**B. Motion:** To approve Change Order #4 to the Energy Recovery Upgrade contract with Methuen Construction Company of Plaistow, NH in an amount not to exceed \$49,167.26 for structural and electrical modifications to the energy recovery room. Funding will be through: Department: 169- Wastewater; Fund: Wastewater; Activity: Energy Recovery Upgrade Project.

**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 order 1 was for relocating a water expansion tank and installing pump disconnect switches in the amount of \$16,742.40. Change order 2 was for new LED lights and painting the room in the amount of \$21,181.16. Change order 3 was to relocate conduit in the floor slab in the amount of \$10,710. The total contract amount following CO's 1, 2 and 3 comes to \$1,836,011.56.

Change order 4 consists of 3 items. The first item (PCO003) is for new pipe supports into the existing concrete ceiling in the amount of \$19,000.87. The second item (PCO008) is for modification to the existing floor to support one of the 2 new generators in the amount of \$9,416.00. The third item (PCO009) is for electrical modifications to the MCC, starters and other electrical components in the amount of \$20,750.39. The total of these items comes to \$49,167.26 bringing the new contract value to \$1,885,178.82.

B-6.1

CHANGE ORDER

No. 004

PROJECT: Energy Recovery Upgrade DATE OF ISSUANCE: 1/17/19
OWNER: City of Nashua, NH
229 Main St, Nashua, NH
(Address)

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

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

Description:
Purpose of Change Order:
Justification: Refer to attached PCO reviews for project PCOs 003,008,009
Attachments: (List documents supporting change)

Table with 2 columns: CHANGE IN CONTRACT PRICE and CHANGE IN CONTRACT TIME. Rows include Original Contract Price (\$1,787,378.00), Previous Change Orders (\$48,633.56), Contract Price prior to this Change Order (\$1,836,011.56), Net Increase (Decrease) of this Change Order (\$49,167.26), and Contract Price with all approved Change Orders (\$1,885,178.82).

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: [Signature] By: By: By:
Engineer Owner Contractor NHDES
1/17/20 Date Date Date Date

**WALDRON ENGINEERING & CONSTRUCTION, INC.**

To: William Keating, P.E., Project Engineer, Nashua Wastewater Treatment Facility  
From: Erich Gustenhoven, P.E. Waldron Engineering & Construction, Inc.  
Date: January 17, 2020  
Re: Change Order Request Review 003-Revision 2  
NWWTF Energy Recovery Upgrade Project  
Attachments: Methuen Construction PCO #003-Revision 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 Unistrut pipe support system, installed on the Energy Recovery Building roof.

**Summary Review**

<b>Original Schedule</b>	<b>Schedule Adjustment claim</b>	<b>Direct Schedule Impact Assessment</b>	<b>Schedule Claim Recommended</b>
None	n/a	Refer to PCO-004	Refer to PCO-004
<b>Original Cost</b>	<b>Cost Adjustment claim</b>	<b>Direct Cost Impact Assessment</b>	<b>Cost Adjustment Recommended</b>
None	\$19,000.87	\$13,104 to \$19,656	\$19,000.87

**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 original scope of work included supporting pipe by hanging it directly from the roof/ceiling of the Energy Recovery Building. The revised scope of work included the additional scope of installation of a unistrut system below the roof, from which pipe could then be supported. Methuen included cost associated with supporting the pipe directly from the roof in their original price. The addition of the Unistrut system did not substantially alter the cost of this work. The addition of the Unistrut did cause Methuen to incur additional cost associated with installation of the system itself, for which we recommend that they are compensated. These costs included the below:

1. Materials such as Unistrut components and Hilti anchors

2. Subcontractor services including ground penetrating radar and installation of the Unistrut system.
3. Self-performed labor including staging delivery of material, material pickup, exploratory drilling in the ceiling, and conducting pull tests of test anchors.

The table below summarizes the total value of the work.

Claimed Cost of Work	Fair Market Value of Work scope	Allowable Mark-up**	Total Value Assessment
\$19,000.87	\$15,891.00 (includes materials & equipment)*	15% on MC Work 10% on Subs (<\$50k) 7-1/2% on Subs (\$50-100k) 5% on Subs (>100k)	\$13,104.00 to \$19,656.00
*Market Value Assessment=\$11,913 to \$17,869 (+/- 20%)			
** This review assumes all labor performed by subcontractors. See below.			

Note that Methuen's summary page identifies a credit of \$4,232.40. This credit is intended to account for the cost of the original pipe support system. It is incorrectly labelled as "Bond (1%) and General Liability (1%)". Waldron evaluated the cost claim on the basis of the incremental cost increase associated with the addition of the Unistrut system only. Thus no credit is considered in our evaluation, but since Methuen's final claim amount falls within the fair value of the incremental scope of work we take no exception.

Note that some of the material costs were added between the original version and revision 1. This occurred because some materials were delivered after the original version of the PCO.

Note that after revision 1 Methuen was asked to clarify GPR charges between this and PCO-008. As a result, revision 2 was issued with an increase in claimed cost based on these revisions.

#### Detailed Review-Superintendent Labor Hours

The General Contractor's superintendent labor hours can only be charged to the project when he self-performs work. Supervisory duties of GC labor or his subcontractor's labor are not chargeable as they are included in the General Contractor's markup. As noted above, Methuen has provided a description of work performed directly by the project superintendent. To the best of our knowledge this information is accurate and we recommend they are compensated. Including this cost, the Methuen claim still falls within the assessed cost of this scope of work.

#### Detailed Review-General Contractor Markup

The general Contractor is permitted to mark-up his sub's work in accordance with the contract general conditions section 17.3. The schedule of permitted mark-up is shown in the summary table above. In this PCO, Methuen applied markup correctly, we take no exception.

#### Detailed Review-Schedule

Methuen reserves their right to claim schedule impacts under separate cover. Methuen PCO-004 is designated to account for delays.

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	n/a	n/a	n/a

Conclusion

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

Waldron recommends approving \$19,000.87 of the claim as noted above and did not review schedule impacts under this PCO.

If you have any questions on the above, please don't hesitate to contact me at 603-772-7153 x 148 or [egustenhoven@waldron.com](mailto:egustenhoven@waldron.com)

Sincerely  
Waldron Engineering & Construction, Inc.

Erich L. Gustenhoven, P.E.



PROJECT NAME: Nashua Energy Recovery

PROJECT NO: 181012  
PHASE

Doc #: PCO 3  
Ref. Document:  
Date: 26-Dec-19

### COST SUMMARY SHEET

#### *Pipe Supports*

A	MC Labor (Recap Sheet):	\$3,868.31
B	MC Materials, & Equipment (Recap Sheet):	\$7,431.78
C	MC Fee (A x 15%) + (B x 15%):	\$1,695.01
D	Subtotal MC Work (A + B + C):	\$ 12,995.11
E	Total Subcontractors (Below):	\$9,000.00
F	MC Mark-up on Subcontractor Work (5%, 7.5% or 10%):	\$ 782.61
G	Bond (1%) and General Liability (1%):	\$455.55
H	Bond (1%) and General Liability (1%):	(\$4,232.40)
Total Proposal (D + E + F + G):		\$ 19,000.87

SUBCONTRACTOR SUMMARY		
Subcontractor	Description	Amount
JP Welding	Installation of Unistrut Ceiling Grid	\$ 9,000.00
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total Subcontractors:		\$ 9,000.00

**Pipe Supports**

Scope: Methuen Construction had concerns with the pipe support system called out in the contract documents. Waldron had distributed ECN-002 expressing their concerns with the existing roof integrity. Following this decision, Methuen had GPR on site to scan the roof/ceiling to further examine existing conditions. It was determined that there were various voids all throughout the ceiling. In order to further explore the ceiling integrity, we had to perform some exploratory drilling to accurately map out the voids in the ceiling. We also performed pull tests on sample anchors. After gathering all this data, the owner/engineer was able to provide a pipe support design as requested by the city of Nashua. Once we had the design, we called a Hilti rep to inspect the ceiling, and provide Unistrut's and Hilti epoxy. We then furnished and installed the Unistrut and pipe support system. Labor includes everything mentioned above, including- ordering staging + delivery, material pickups, subcontractor material prep, subcontractor cleanup. This is a delay in our critical path which will require an extension to our contract. PLEASE NOTE THAT 80 CALENDAR DAYS NEEDS TO BE ADDED TO THE FINAL COMPLETION DATE. PROJECT WAS DLEAYED FROM 7/19/19-11/16/19. Approximately 2 months working on a new pipe support design and 2 months installing the system (5 day working weeks). Methuen reserves our rights for extending general conditions which are submitted under a separate PCO No 004.

1-LABOR						
CATEGORY	HRS	RATE/HR	PREMIUM	SUBTOTAL	LINE TOTAL	TOTAL
FOREMAN		\$68.24		\$0.00		
LABORER		\$55.81		\$0.00		
CARPENTER		\$68.72		\$0.00		
SUPERINTENDENT	40	\$72.17		\$2,886.80		
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					\$2,886.80	

2-MATERIALS					
DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL	
Estimated					
GPRS services 10/2/2019 (Only charged 2/3 of the cost)	1	LS	\$ 1,066.67	\$ 1,066.67	
Unistruts, Fasteners, Threaded Rod, etc.	1	LS	\$ 3,287.78	\$ 3,287.78	
Hilti Adhesive, Anchor Rods	1	LS	\$ 2,003.32	\$ 2,003.32	
SUBTOTAL					\$ 6,357.77

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	
TOOL TRUCK	32.0	\$17.00	HR	\$544.00	
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	1	\$30.01	HR	\$30.01	
COMPRESSOR 185CFM		\$15.08	HR	\$0.00	
STAGING	1	\$500.00	LS	\$500.00	
CORE DRILL		\$120.00	DAY	\$0.00	
SUBTOTAL					\$1,074.01



## JOHNSON'S PRECISION WELDING

37 Allison Park  
Brewer, ME 04412  
207.570.2690  
[jpwelding5@gmail.com](mailto:jpwelding5@gmail.com)

Quote: Nashua Energy Recovery  
Ceiling Grid and Support Steel

10.27.19

Metheun Construction Facilities Services  
Attn: Don Hutchins  
144 Main Street P.O. Box 980  
Plaistow, NH 03865

Price includes installation of Unistrut Ceiling grid for piping and additional support steel for generator. Materials supplied by others.

Pipe Support LS price:	\$9,000.00
Generator Pad LS price:	\$2,890.00
Total:	\$11,890.00

Thank you for the opportunity to bid the work.

Sincerely,

Matthew A. Johnson, Owner  
Johnson's Precision Welding

Terms and Conditions: Net 15 and no retainage.

TITLE

Scope: The original estimate for the pipe support plan prior to the change required in PCO #3.

1-LABOR						
CATEGORY	HRS	RATE/HR	PREMIUM	SUBTOTAL	LINE TOTAL	TOTAL
FOREMAN		\$68.24		\$0.00		
LABORER	40	\$55.81		\$2,232.40		
CARPENTER		\$68.72		\$0.00		
OPERATOR		\$72.17		\$0.00		
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					\$	2,232.40

2-MATERIALS				
DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL
Estimated				
Clevice Hangers & Anchor Rods	1	\$	2,000.00	\$ 2,000.00
Dumpster / Disposal		\$	750.00	\$ -
SUBTOTAL				\$ 2,000.00
SUBTOTAL 1 & 2				\$4,232.40

Consider (\$4,232.40) as a deduct in this overall PCO #3.



# THE CITY OF NASHUA

*Administrative Services*  
*Purchasing Department*

"The Gate City"

January 30, 2020  
Memo #20-079

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: LANDFILL GAS EXPANSION – CHANGE ORDER 1 (VALUE: \$135,140)  
DEPARTMENT: 168 SOLID WASTE; FUND: BOND

Please see the attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated January 30, 2020 for the information related to this contract.

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 Solid Waste Department Superintendent, Board of Public Works (January 30, 2020 meeting) and the Purchasing Department recommend the award of this contract change order 1 in an amount of **\$135,140 to SCS Field Services of Reston, VA.**

Respectfully,

  
Dan Kooker  
Purchasing Manager

Cc: J Lafleur L Fauteux

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: September 26, 2019

From: Jeff Lafleur, Superintendent  
Solid Waste Department

Re: 2019 Landfill Gas Collection and Control System Expansion Change Order

**A. Motion:** To approve a change order to the contract with SCS Field Services of Reston, VA in the amount of \$135,140 pending bond approval. Funding will be through Department 168 Solid Waste; Fund: Bond; Activity: Landfill Gas Expansion FY20.

**Attachments:** Schedule of Values

**Discussion:** The City issued a contract to SCS Field Services to construct an expansion of the landfill gas collection system in the Phase I/II landfill. After receiving bids to build the expansion, which includes new horizontal and vertical gas wells, one of the main vacuum headers in the landfill began showing signs of failure (e.g. loss of vacuum to several gas collectors). This change order is for the replacement of the vacuum header. The Solid Waste Department's engineering firm, Sanborn Head and Associates, Inc. (SHA) prepared a construction design for the replacement header. This work is required to control odors, mitigate fugitive methane surface emissions and comply with the NHDES approved *Operating Plan – Phase II Secure Landfill Expansion* and the *Landfill Gas Collection System Enhanced Monitoring Protocol/Standard Operating Procedures (EMP/SOP)*.

Schedule of Values  
 LFG Header Replacement  
 (Add on to 2019 Landfill Gas System Expansion)  
 Four Hills Landfill  
 Nashua, New Hampshire

Item No.	Description	Quantity (w/ units)		Bid Unit Cost (\$/units)		Extended Prices (\$)
1	Connect to Existing 12"Ø Header	1	LS	\$2,000.00	LS	\$2,000.00
2	Furnish & Install Landfill Gas Conveyance Pipe					
	a. 6"Ø Solid SDR 17 HDPE Pipe	720	LF	\$70.00	LF	\$50,400.00
	b. 12"Ø Solid SDR 17 HDPE Pipe	620	LF	\$87.00	LF	\$53,940.00
3	Furnish & Install Isolation Valve (12"Ø)	1	LS	\$5,000.00	LS	\$5,000.00
4	Reconnect Wellhead Assemblies	28	EA	\$850.00	EA	\$23,800.00
<b>Total</b>						<b>\$135,140.00</b>

Note:

- All pipe lengths in the table above are plan view lengths (2D) and do not account for slope.

## CHANGE ORDER

No.1

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PROJECT: 2019 Landfill Gas System Expansion

OWNER'S CONTRACT NO: IFB0593-080919

EXECUTED CONTRACT DATE: September 19, 2019

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

OWNER: City of Nashua, NH

OWNER's Purchase Order NO.: 152614

CONTRACTOR: SCS Field Services

ENGINEER: Sanborn Head & Associates

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

Description: For the replacement of a vacuum header.

Justification: During the construction of Phase I/II for the Landfill Gas Collection System, which included new horizontal and vertical gas wells, one of the main vacuum headers in the Landfill began showing signs of failure (e.g. loss of vacuum to several gas collectors). The Engineer, Sanborn Head Associates, has prepared a construction design for the replacement of the vacuum header.

Attachment(s): Sanborn Head Associates Schedule of Values

**Summary**

<p align="center"><b><u>CHANGE IN CONTRACT PRICE:</u></b></p> <p>Original Contract Price</p> <p align="center">\$323,470</p>		<p align="center"><b><u>CHANGE IN CONTRACT TIMES:</u></b></p> <p>Original Contract Times</p> <p>Final completion: <u>December 18, 2019</u></p> <p>Ready for final payment: <u>January 17, 2020</u></p>	
<p>Net changes from previous Change Orders</p> <p align="center">\$0.00</p>		<p>Net change from previous Change Orders</p> <p align="center">None</p>	
<p>Contract Price prior to this Change Order</p> <p align="center">\$323,470</p>		<p>Contract Times prior to this Change Order</p> <p>Final completion: <u>December 18, 2019</u></p> <p>Ready for final payment: <u>January 17, 2020</u></p>	
<p>Net Increase (<del>decrease</del>) of this Change Order</p> <p align="center">\$135,140</p>		<p>Net Increase (<del>decrease</del>) of this Change Order</p> <p>Final completion: <u>135 calendar days</u></p> <p>Ready for final payment: <u>30 calendar days</u></p>	
<p>Contract Price with all approved Change Orders</p> <p align="center">\$458,610</p>		<p>Contract Times with all approved Change Orders</p> <p>Final completion: <u>May 1, 2020</u></p> <p>Ready for final payment: <u>May 31, 2020</u></p>	
<p align="center"><b><u>RECOMMENDED:</u></b></p> <p>By: _____</p> <p align="center">Sanborn Head &amp; Associates Engineer (Authorized Signature)</p> <p>Date: _____</p>	<p align="center"><b><u>ACCEPTED:</u></b></p> <p>By: _____</p> <p align="center">SCS Field Services Contractor (Authorized Signature)</p> <p>Date: _____</p>	<p align="center"><b><u>APPROVED:</u></b></p> <p>By: _____</p> <p align="center">Mayor Jim Donchess Owner (Authorized Signature)</p> <p>Date: _____</p>	

Schedule of Values  
 LFG Header Replacement  
 (Add on to 2019 Landfill Gas System Expansion)  
 Four Hills Landfill  
 Nashua, New Hampshire

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4	Reconnect Wellhead Assemblies	28	EA	\$850.00	EA	\$23,800.00
<b>Total</b>						<b>\$135,140.00</b>

Note:

1. All pipe lengths in the table above are plan view lengths (2D) and do not account for slope.