

FINANCE COMMITTEE

MAY 6, 2020

7:00 PM

Call in Number: 1-978-990-5298 Access Code: 273974

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

ROLL CALL

COMMUNICATIONS

From: Mayor Jim Donchess

Re: Emergency PO Request - \$47,588.00 – Granger Medical, Inc.

From: Mayor Jim Donchess

Re: Emergency PO Request - \$38,080 Fastenal Company Purchase of FFR2/KN95 Masks

From: Kim Kleiner, Director of Administrative Services

Re: D.L. King & Associates, Chamber Renovations, Change Orders

From: Carrie Schena, UPD Manager

Re: Lead Paint Risk Assessment/Inspectional Services Contract Amendment

From: Dan Kookan, Purchasing Manager

Re: Castings Purchase for the 2020 Paving Program (Value: \$65,251) Department: 169 Wastewater;
Fund: Wastewater

From: Dan Kookan, Purchasing Manager

Re: Contract for Design/Build of Fuel Island Upgrade at the Street Department (Value \$267,000)
Department: 161 Streets; Fund: General & Trust

From: Dan Kookan, Purchasing Manager

Re: Contract for Pavement Management Engineering Services (Value: \$398,230) Department: 160
Admin/Engineering; Fund: Bond

From: Dan Kookan, Purchasing Manager

Re: Primary Tank Upgrade – Change Order 4 (Value \$49,336) Department: 169 Wastewater; Fund:
WERF and SRF Loan

From: Dan Kookan, Purchasing Manager

Re: Energy Recovery Upgrades – Change Order 6 (Value: \$5,619) Department: 169 Wastewater; Fund:
Wastewater

UNFINISHED BUSINESS

NEW BUSINESS – RESOLUTIONS

NEW BUSINESS – ORDINANCES

RECORD OF EXPENDITURES

GENERAL DISCUSSION

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
Filed With: Sue Lovering, City Clerk
From: Jim Donchess
Date: April 17, 2020
Re: Emergency PO Request – \$47,588.00 – Granger Medical, Inc.

Pursuant to 5-90 (G) of the NRO, which in part states that the Mayor may determine that an Immediate contract award is necessary to protect the public health or safety, I have authorized an Emergency Purchase Order Request for \$47,588.00 to Granger Medical Inc., for the purchase 20 Oxy-Lifeline Brass Patient Care Manifolds, flowmeters and assembly hoses. These supplies will be held at the Alternative Care at Nashua Senior High School South in the event the site needs to be activated due to the COVID-19 pandemic.

Included is a copy of the quote provided to Administrative Services from the Emergency Operations Center, detailing this purchase.

Once filed with the City Clerk's Office a Purchase Order will be generated.

Thank you,

Jim Donchess, Mayor

cc: Administrative Services
Emergency Management
Public Health

GRANGER MEDICAL, INC.

Medical Gas Equipment Sales & Service

230 GRANBY ROAD
BELCHERTOWN, MA 01007
T: 413-323-6182
F: 815-301-9315
OFFICE@GRANGERMEDICAL.NET

QUOTATION

Bill To: Southern New Hampshire Medical
Center
8 Prospect Street
Nashua, NH 03060

Ship To: Southern New Hampshire Med Ctr
Attn: Jim Beecher
Re: Distribution Block

Terms: Net 30 Days	Date: 4/6/2020	Ship Via: Best Way	Quote #: 15890
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Item Number	Description	Qty	Unit Price	Total Price
3155381-01-M1J	Concoa Dual Stage Regulator	20	535.00	10,700.00
OXYLL-PCM-8	Oxy-Lifeline Brass Patient Care Manifold with 8 DISS Demand Check Ports, DISS Male Inlet, 0-100 psig Pressure Gauge, mounted to Aluminum Support Channel - cleaned for oxygen	20	1,350.00	27,000.00
S-HS-20UO-DFDFC4	AMICO Hose Assembly - 20 Feet - DISS Hex Nut * DISS Hex Nut - 1/4" Conductive - Oxygen	20	48.80	976.00
FMO-15U-DN-D	AMICO Oxygen Flowmeter - Dial Style - DISS Hex Nut	160	55.00	8,800.00
FMX-SWVL-G	AMICO Flowmeter Swivel - Green	160	0.70	112.00
Freight is not included. Pre-Pay and Add.				

Total Amount: \$47,588.00

Title of this Equipment does not transfer until payment is made in full.

Return of Goods: Buyer agrees not to return goods for any reason, all sales are special order and final.

Payment Terms: Invoices are payable net thirty (30) days from date of invoice. Unless waived by GMI in writing, overdue invoices shall be subject to a late payment charge equal to the lesser of (i) one and one half percent (1 1/2%)

per month or (ii) the maximum rate allowed by law. Customer agrees to pay GMI for any and all costs and expenses (including without limitation reasonable attorneys' fees) incurred by GMI to collect any amounts owed to it, enforce any of its rights or seek any of its remedies hereunder.

Discount offered is for entire lot of equipment; if there are any changes to the equipment list, then the discount is subject to change.

Quote is Valid 60 Days

Jim Donchess

Mayor • City of Nashua

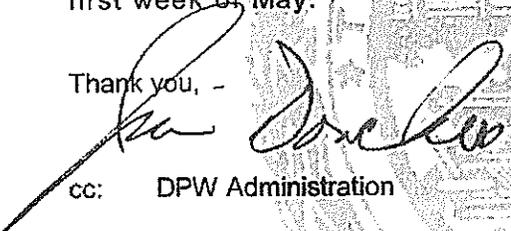
To: Board of Aldermen
Filed With: Sue Lovering, City Clerk
From: Jim Donchess
Date: April 30, 2020
Re: Emergency PO Request – \$38,080 Fastenal Company Purchase of FFR2/KN95 Masks

Pursuant to 5-90 (G) of the NRO, I have authorized Emergency Purchase Order Request for the purchase of 10,880 FFR/KN95 Masks at \$3.50 each for a total amount of \$38,080 to Fastenal Company.

Included is a copy of the Purchase Commitment Agreement signed by Dan Kookan, Purchasing Manager. These masks are critically needed to protect against the coronavirus 19.

Once filed with the City Clerk's office a Requisition will entered and a PO generated that will allow this purchase to be completed with delivery expected the first week of May.

Thank you, -


cc: DPW Administration

FASTENAL®

PURCHASE COMMITMENT AGREEMENT

This is an Agreement between City of Nashua (Buyer) and FASTENAL COMPANY (Seller) establishing that the following items are considered non-standard by Seller and have been requested for immediate purchase by Buyer pursuant to the terms below.

Fastenal Part #	Item Description	Quantity	Price Each	Extended Cost	Shipping Cost	Total Cost
TBD	FFR2/KN95 MASK	10880	\$3.50	\$38080	\$	\$38080
SUB TOTAL:						\$
Tax (X%):						\$
PROFORMA TOTAL:						\$38080

Buyer & Seller agree that this document acts as a commitment by the Buyer to purchase the products listed above from Seller, and for the Seller to proceed with the purchase of goods listed above from Seller's supplier.

Buyer & Seller agree that as a non-standard transaction, this document supersedes the standard Terms & Conditions within any pre-existing contract between the two parties as well as any Terms & Conditions within the Buyer's Purchase Order.

Seller agrees to provide CE Certification for the product listed above to be approved by Buyer.

Buyer shall purchase the products, quantities, and costs listed above. The Buyer confirms the document as Purchase Order # 155784

Buyer shall purchase the full quantity at the price listed above upon receipt of Proforma Invoice.

Buyer agrees that all sales are final and there is no possibility to return goods.

Customer Name (BUYER)

Signature: [Handwritten Signature]

Print Name: Dan Kooker

Company: City of Nashua

Title: Purchasing Manager

Date: 3/31/2020

FASTENAL COMPANY (SELLER)

Signature: _____

Print Name: _____

Title: _____

Date: _____



THE CITY OF NASHUA

Administrative Services Division

"The Gate City"

To: Mayor Donchess
Finance Committee

From: Kim Kleiner, Director of Administrative Services

Date: April 30, 2020

Subject: D.L. King & Associates, Chamber Renovations, Change Orders

D.L. King & Associates have 2 additional Change Orders to PO 154534 totaling \$3,311.54 as they complete the Aldermanic Chamber upgrades.

Change Order #2 totals \$2,671.51 for a number of changes to the original plan. Details are attached.

Change Order #3 totals \$640 for a repair to a damaged countertop after installation by the vendor.

The source of funds for these changes is the Building Trust Fund



REVISION

**PURCHASE ORDER NUMBER
154534**

This number must appear on all invoices, packages, cartons, bills of lading and packing slips.

01/21/2020

Vendor:

14161
D L KING & ASSOCIATES INC
27 TANGLEWOOD DR
NASHUA NH 03062

dlking03031@aol.com

Bill To:

CITY OF NASHUA
ATTN: ACCOUNTS PAYABLE
PO BOX 2019
229 MAIN STREET
NASHUA NH 03061-2019

Ship To:

ADMINISTRATIVE SERVICES
CITY OF NASHUA
229 MAIN STREET
NASHUA NH 03060

Buyer: AMY GIRARD
Phone: 603-589-3332

Requester: KARINA OCHOA
Requisition: 62168

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			FINANCE MEMO #20-067 CONTRACT FOR ALDERMANIC CHAMBER RENOVATIONS (VALUE: \$134,900)		
1	134,900.00	EA	CHAMBER RENOVATIONS CHAMBER RENOVATIONS	1.00	134,900.00
2	12,358.06	EA	CHANGE ORDER #1 Change Order #1	1.00	12,358.06
3	2,671.51	EA	CHANGE ORDER #2 Change Order #2	1.00	2,671.51
4	640.00	EA	CHANGE ORDER #3 Change Order #3 Revision: PO Line Add on April 24, 2020 Before Value:, After Value: PO Line	1.00	640.00
Purchase Order Summary					
Order Total:					\$150,569.57
Total Amount:					\$150,569.57

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

Dan Kookan
Purchasing Manager

COPY



27 Tanglewood Dr.
 Nashua, NH 03062
 Office: 603-883-5880
 Fax: 603-883-5061

Nashua Aldermanic Chamber – Change Order #2
Change drawers, replace table and floor outlet

March 24, 2020

Dan Kooken
 229 Main Street
 Nashua NH 03060

Mr. Kooken

D.L. King & Associates, Inc. is pleased to submit the enclosed proposal for Nashua Aldermanic Chambers Project. Our proposal includes remove drawer base & pencil drawer units and install 2 new drawers’ full width. Provide new table to match finish of new furniture. Replace floor electrical outlet on rear dais platform.

Pricing for work is as follows.

<u>Dennison Cabinets, Inc.</u> – Remove Drawer Base & Pencil Drawer Units, Install 2 New Drawers Full Width	\$ 375.00
<u>Dennison Cabinets, Inc.</u> – Provide new 30x60 Table. Finish to match new furniture.....	\$ 1,240.00
<u>Gate City Electric</u> – Replace floor outlet on rear dais platform	\$ 522.50
<u>DL King</u> – Core hole and repair carpet tile – DLK Carpenter 2hrs - \$70/hr	\$ 140.00
2% Bond and Insurance:	\$ 45.55
Subtotal:	\$ 2,323.05
15% OH&P:	\$ 348.46
<u>Grand Total:</u>	<u>\$ 2,671.51</u>

Attached are the subcontractor quotations for the work listed above.

Feel free to contact us with any questions.

Yours truly,

Arthur E King; PE; CEO
 D L King & Associates, Inc.

Request for Change Order

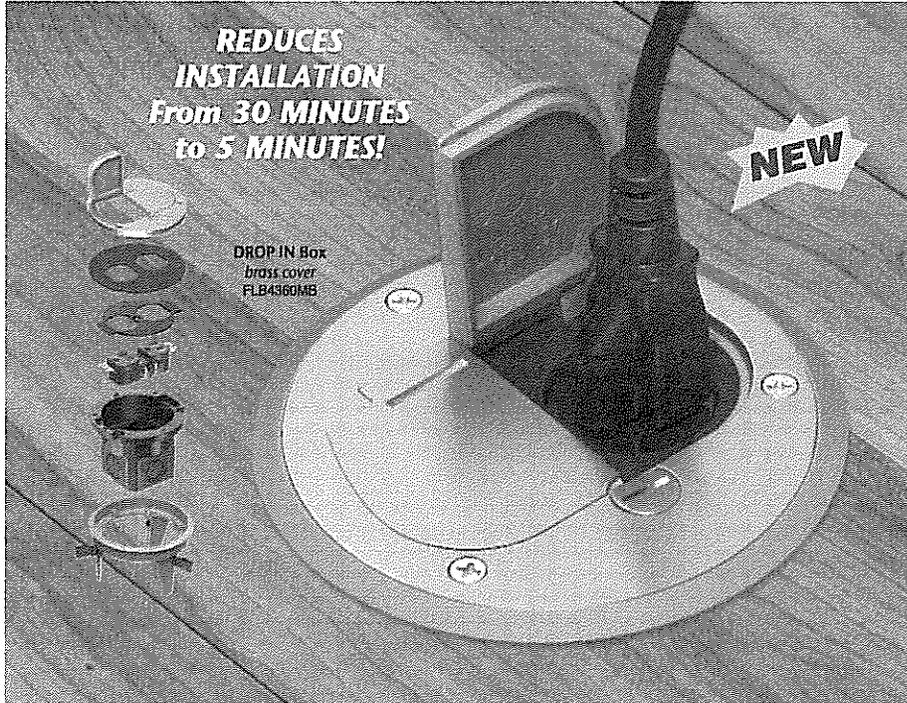
Job #	<u>19-281-02</u>
Date	<u>03/19/2020</u>

Job Name: Nashua Aldermanic Chambers																			
WS Dennison Cabinets, Inc. 779 Silver Hills Drive Pembroke, NH 03275 P: (603) 224-8434 F: (603) 228-9116 kaylee@dennisoncabinets.com keith@dennisoncabinets.com	To: DL King & Associates, Inc. 27 Tanglewood Drive Nashua, NH 03062-1044 ATTN: Curt Spencer																		
Change Order Description: Remove Drawer Base & Pencil Drawer Units <hr/> Install 2 New Drawers Full Width <hr/> <table border="0" style="width: 100%;"> <tr> <td style="width: 80%;">Drawer Units</td> <td style="text-align: right;">\$180.00</td> </tr> <tr> <td>Delivery</td> <td style="text-align: right;">\$65.00</td> </tr> <tr> <td>Install</td> <td style="text-align: right;">\$130.00</td> </tr> <tr><td> </td><td> </td></tr> </table>		Drawer Units	\$180.00	Delivery	\$65.00	Install	\$130.00												
Drawer Units	\$180.00																		
Delivery	\$65.00																		
Install	\$130.00																		
ACCEPTED - The above prices and specifications of this Change Order Proposal are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise stipulated.	\$ <u>375.00</u> Total Change Order Amount																		
ACCEPTANCE: <hr/> Print Name _____ <hr/> Signature _____ Date _____																			

DROP IN™ Floor Box Kits

NEW!
more on
reverse

FIVE MINUTE installation with SINGLE Hole Saw • Low Profile Covers

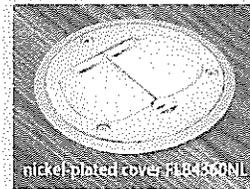


Arlington's LISTED DROP IN™ Floor Box Kits are the fastest way to install a BOX nearly flush in an EXISTING floor.

Designed for flush, neat installations and TIME-SAVINGS these floor boxes install with a SINGLE hole saw and sit just 1/8" off the floor!

DROP IN box accommodates most 3.5" standard covers, but Arlington's round low profile covers seat flush into the non-metallic ring, reducing trip hazards.

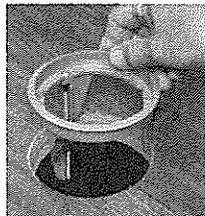
- BRASS OR NICKEL-PLATED BRASS Metal Covers have two gasketed flip lids that keep water out and protect the box.



Fastest box installation!

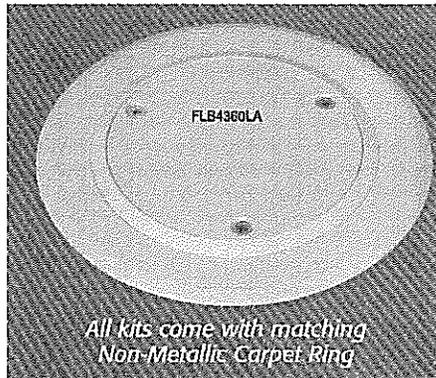


1 Determine box location, taking care to avoid structural framing members. Using hole saw cut 4-1/4" diameter opening through floor and subfloor.



2 Insert mounting bracket. Using indicator marks align bracket for proper receptacle orientation. Tighten (3) wing screws to secure bracket to floor.

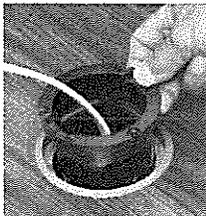
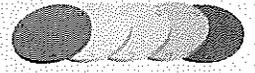
Non-metallic Blank Covers



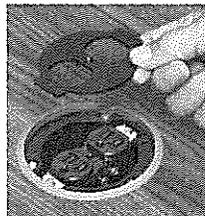
DROP IN kits are also available with NON-METALLIC Blank Covers.

They're perfect for covering unused receptacles. To use the receptacle simply remove the blank cover.

- Five decorator colors: dark brown, light almond, gray, caramel, black – each with a matching non-metallic mounting bracket, gasket and carpet ring.



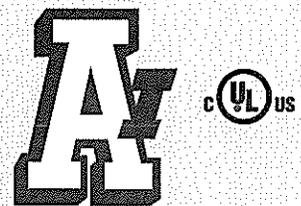
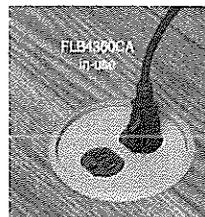
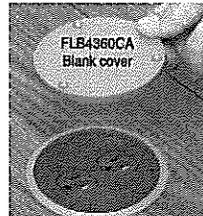
3 Pull cable. Install in box with supplied cable connector. Attach box to bracket with (3) #8 x 1/2" sheet metal screws (supplied) through the U-shaped cut outs in the box flange.



4 Wire receptacle. Install in box. Attach supplied gasket support plate to receptacle with #6 x 1/2" screw.



Cover Installation
Install gasket. Attach metal or non-metallic blank cover to box with (3) #8 x 1/2" flathead machine screws. When using the in-use non-metallic cover, substitute the colored in-use plate for the black gasket support plate.



Patent pending

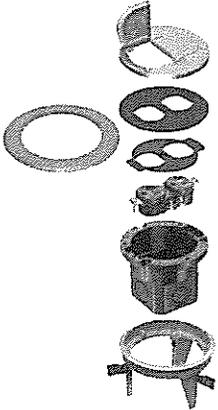
Arlington

1 Stauffer Industrial Park
Scranton, PA 18517
800/233.4717
Fax 570/562.0646
www.aifittings.com

DROP IN™ Floor Box Kits



Metal or Non-metallic Covers • FASTEST Installation in Existing Floor



FLB4360MB
brass cover

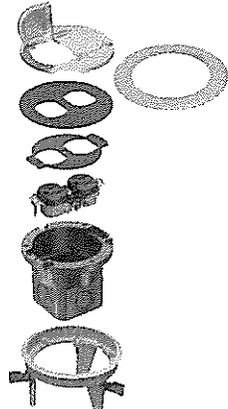
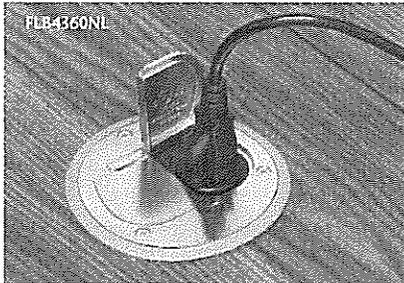
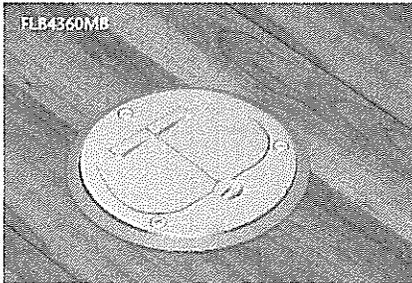
CATALOG NUMBER	UPC/DCI/NAED MFG. #018997	DESCRIPTION FINISH, COVER STYLE	UNIT PKG	STD PKG
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DROP IN™ BOX KITS with METAL COVERS

FLB4360MB	00760	Round non-metallic box, Brass cover w flip lids	1	1
FLB4360NL	00761	Round non-metallic box, Nickel-plated Brass cover w flip lids	1	1

ADD SUFFIX 'GC' to order with Ground Clip (Canada)

FLB4360MB and FLB4360NL DROP IN BOX Kits include non-metallic box, round 4" diameter metal cover with two flip lids, non-metallic gasket support plate, gasket, carpet ring, UL Listed 15 amp TR duplex receptacle, mounting bracket, NM94 and NM95 cable connectors, (3) #8 x 1/2" flathead screws and (1) #6 x 1/2" screw.



FLB4360NL
nickel-plated
brass cover

CATALOG NUMBER	UPC/DCI/NAED MFG. #018997	DESCRIPTION	COLOR STYLE / COLOR	UNIT PKG	STD PKG
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DROP IN™ BOX KITS with NON-METALLIC BLANK COVERS

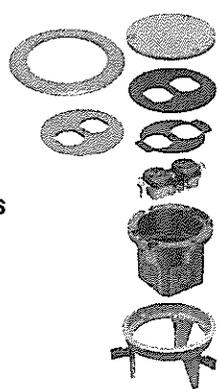
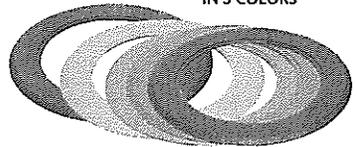
FLB4360BR	00763	Round non-metallic box	Blank, Dark Brown	1	1
FLB4360LA	00766	Round non-metallic box	Blank, Light Almond	1	1
FLB4360GY	00765	Round non-metallic box	Blank, Gray	1	1
FLB4360CA	00764	Round non-metallic box	Blank, Caramel	1	1
FLB4360BL	00762	Round non-metallic box	Blank, Black	1	1

ADD SUFFIX 'GC' to order with Ground Clip (Canada)

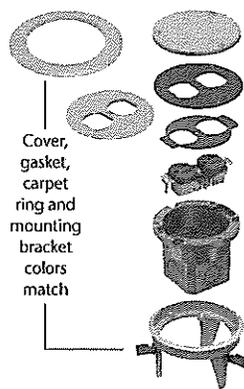
DROP IN BOX Kits with BLANK NON-METALLIC COVERS include non-metallic box, round 4" diameter non-metallic cover blank, non-metallic gasket support plate, gasket, carpet ring, UL Listed 15 amp TR duplex receptacle, mounting bracket, NM94 and NM95 cable connectors, (3) #8 x 1/2" flathead screws and (1) #6 x 1/2" screw.



COVERS, CARPET RINGS, GASKETS
IN 5 COLORS

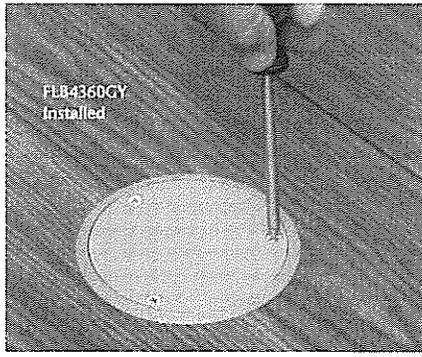


FLB4360CA



FLB4360GY

Cover, gasket, carpet ring and mounting bracket colors match



FLB4360GY
Installed

Distributed by



Arlington

1 Stauffer Industrial Park
Scranton, PA 18517
800/233.4717
Fax 570/562.0646
www.aifittings.com

© 2016 Arlington Industries, Inc.

Patent pending FLB4360 0716 REV0916/15M



INVOICE

27 Tanglewood Dr.
 Nashua, NH 03062
 Office 803-883-5880
 Fax: 803-883-5061

INVOICE DATE | 4/15/2020
 PURCHASE ORDER NUMBER | 154534
 INVOICE # 4 - Countertop Repairs

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

PROJECT:
 Nashua Aldermanic Chamber Renovations
 IFB 0745-120219
 PO #154534

ITEM	DESCRIPTION	AMOUNT
	Repairs to Damaged Countertop	\$ 640.00
	Grand Total	\$ 640.00

DIRECT ALL INQUIRIES TO:

Donna King
 803-883-5880
dllking03031@aol.com

DIRECT DEPOSIT

THANK YOU FOR YOUR BUSINESS!



City of Nashua
Community Development Division

City Hall, 229 Main Street, PO Box 2019
Nashua, New Hampshire 03061-2019

Community Development 589-3095
Planning and Zoning 589-3090
Building Safety 589-3080
Code Enforcement 589-3100
Urban Programs 589-3085
Transportation Department 880-0100
FAX 589-3119

www.nashuanh.gov

Memo

To: Finance Committee
Cc: Mayor Jim Donchess
Janet Graziano, Financial Manager
From: Carrie Schena, UPD Manager
Date: April 30, 2020
Re: Lead Paint Risk Assessment/Inspectional Services Contract Amendment

The City currently has a contract with Alchemy Lead Management to perform lead-paint Risk Assessments/Lead-Inspections (LIRA). The contract is funded under the City's grant from HUD's Office of Lead Hazard Control & Healthy Homes, in the amount of \$150,000 and expired February 1, 2020. The original contract included conducting inspections in 150 housing units over the three-year grant period.

The contract included set costs for the various components of a LIRA. These include initial inspections, initial lead-dust hazard wipes, soil samples, clearance inspection and post-work lead-dust hazard wipes. We estimated the total cost for each unit to be \$1,000.00. Actual costs have averaged \$1,150/unit, which will leave us approximately \$22,500.00 short. This variance is primarily due to the number of lead-dust hazard wipes and soil samples required, which depends on the size of the unit and property.

In order to address the under-estimated costs and continue services through the end of the grant period, the Urban Programs Department executed a contract amendment to increase the value to \$172,500.00 and to extend the expiration date to December 31, 2020.



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

April 30 2020
Memo #20-100

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CASTINGS PURCHASE FOR THE 2020 PAVING PROGRAM (VALUE: \$65,251)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER

Please see the attached communication from Daniel Hudson, P.E., City Engineer, dated April 23, 2020 for 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 City Engineer, Board of Public Works (April 23, 2020 BPW meeting) and the Purchasing Department recommend the approval of this purchase in an amount of **\$65,251** to **Concord Winwater Works Co. of Concord, NH.**

Respectfully,

Dan Kooker
Purchasing Manager

Cc: D Hudson L Fauteux

City of Nashua, Public Works Division

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

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

Re: 2020 Paving Program – Castings

C. Motion: To approve the purchase of manhole and catch basin castings from Concord Winwater Works Co. of Concord, NH in the amount of \$65,251.35. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Activity: Sewer Structures

Attachment: Casting Quantity Sheet

Discussion: Work associated with the annual paving program includes replacing all broken and non-standard manhole and catch basin castings. To keep costs down, the paving contract specifies that the castings will be supplied by the City.

Approximately 22 miles of additional roadway will be paved this year between two contracts and will require replacement castings as part of the work. Concord Winwater Works Co. was the low bidder and supplied the 2019 program with castings. Concord Winwater Works Co. has agreed to hold their 2019 prices for the 2020 season. All casting meet DPW specifications and they will be installed by the paving contractors.

City of Nashua

DPW - Engineering Department
2020 Paving Program - Castings

<u>Item No.</u>	<u>Quantity</u>	<u>Units</u>	<u>DESCRIPTION</u>	<u>REFERENCE NO.</u>	<u>Unit Price</u>	<u>Total Price</u>
1	165	EA	Catch Basin Grates	532031	\$72.35	\$11,937.75
2	40	EA	Drain Manhole Covers with Raised Letters "DRAIN".	200627	\$144.65	\$5,786.00
3	120	EA	Sewer Manhole Covers with Raised Letters "SEWER".	200628	\$144.65	\$17,358.00
4	75	EA	4 Flange Catch Basin Frames with 4" Rise	532111	\$104.94	\$7,870.50
5	25	EA	3 Flange Catch Basin Frames with 4" Rise	532113	\$102.91	\$2,572.75
6	15	EA	4 Flange Catch Basin Frames with 8" Rise	532013	\$125.29	\$1,879.35
7	30	EA	3 Flange Catch Basin Frames with 8" Rise	532011	\$118.06	\$3,541.80
8	130	EA	Manhole Frames with 6" Rise	200611	\$110.04	\$14,305.20
TOTAL BID PRICE IN FIGURES						\$65,251.35



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

April 30, 2020
Memo #20-101

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR DESIGN/BUILD OF FUEL ISLAND UPGRADE AT THE STREET
DEPARTMENT (VALUE: \$267,000)
DEPARTMENT: 161 STREETS; FUND: GENERAL & TRUST

Please see the attached communication from Jon Ibarra, Superintendent Street Department dated April 23, 2020 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 Street Department, Board of Public Works (April 23, 2020 meeting) and the Purchasing Department recommend the award of this contract in an amount of **\$267,000** to **Stephens Marquis of Merrimack, NH**.

Respectfully,

Dan Kooker
Purchasing Manager

Cc: J Ibarra L Fauteux

City of Nashua, Public Works Division

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

From: Jon Ibarra, Superintendent
Street Department

Re: Design /Build of Fuel Island upgrade at the Street Department

A. Motion: To award the contract for the Design/Build of the Fuel Island located at the Street Department Facility to Stephens-Marquis Associates Inc. of Merrimack, NH in the amount of \$267,000. Funding will be through Department: 161 Street; Funds; General and Escrow; Activity: Fuel Depot Rehabilitation.

Attachment: Scope of work

Discussion: The City of Nashua, Division of Public Works, Street Department solicited Design/ Build bids under IFB0465-080118 from qualified Vendors for the Design/Build for the upgrade of the fuel island located at the Street Department.

We began working with the low Bidder Envirotrac. We decided to terminate our contract with Envirotrac due to a number of factors including costly change orders. We were able to negotiate a favorable contract with the next lowest Bidder Stephens Marquis and recommend working with them to complete the project.



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is made:

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

And the CONTRACTOR: Stephens-Marquis Associates, Inc.
717 Daniel Webster Highway
Merrimack, NH 03054
and its successors, transferees and assignees
(together "CONTRACTOR")

For the following Project: Replacement of Fuel Dispenser Island located at
City of Nashua's Street Department

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. Construction Cost Breakdown Schedule dated April 8, 2020, attached as Exhibit A;
3. Performance Bond;
4. Insurance Certificate;
5. Notice to Proceed;
6. Written change orders for minor changes in the Work issued after execution of this Agreement; and
7. 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 (CONTRACTOR):

- **Site Work**
None
- **AST & UG Piping System**
Demotion of Existing Fuel & Misc. Labor;
Clean & Inspect ASTs;
AST I UST Upgrade Work, Underground Piping;
DES Compliance Work (per 16 item list);
Pressure Regulating Piping;
Hoses & Nozzles, 8ea; and
Hose Mast w/retractor, Diesel Only, 4ea
- **Fuel Equipment**
Shear Valves, 4ea;
Canopy Lights, HI/LOW, Bea, plus sensor; and
Decals, Signage
- **Canopy**
Canopy Erection, 24' x 40'
Canopy Fire Suppression, Pyro Chem, Nozzle Height 16' -7"above drive matt; and
Wire Fire Suppression
- **Electrical**
Material;
Labor; and
Low Voltage Disconnect
- **Concrete**
Bollards Install;
T&P Flat, Place & Finish; and
Rebar & Wire Mesh
- **Yard Work**
Painting
- **Materials & Misc. Expenses**
Grout Canopy Columns;
Site Labor, Misc.;
Saw cut Slabs & Seal & Caulk;
Misc. Materials; and
Concrete Protection (Blankets)
- **Yard Equipment**
Fire Extinguishers (2); and
Bollards, 6"



- **Construction Services**
Engineering Design & Inspections; and
Geotechnical & Testing

DESCRIPTION OF WORK (OWNER):

- **Site Work**
Demo Concrete & Asphalt;
E&B Canopy Foundations, Slab Prep 6" Gravels;
E&B Canopy Drains, BOLF 6" PVC;
Asphalt Patch, 4";
Striping; and
Landscaping, Sod & Seeding
- **AST & UG Piping System**
None
- **Fuel Equipment**
APT Piping;
APT Fittings;
Sumps & Misc.;
Valves, Including Pressure Regular;
Island Form; and
Dispenser, Bennett
- **Canopy**
Canopy Steel, 24' x 40'
- **Electrical**
None
- **Concrete**
Canopy Foundation; and
T&P Flat, Foam & Mix
- **Yard Work**
Signage
- **Materials & Misc. Expenses**
Safety Fence
- **Yard Equipment**
CO Boxes;
- **Construction Services**
None

ARTICLE 3 – PERIOD OF PERFORMANCE

CONTRACTOR shall perform and complete all work by August 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, a valid Purchase Order issued from the City of Nashua, and a Notice to Proceed.

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:

TWO HUNDRED SIXTY-SEVEN THOUSAND and 00/100 DOLLARS
(\$267,000.00)

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

Unless CONTRACTOR has received a written exemption from the City of Nashua, CONTRACTOR shall submit progress invoices, for services performed under this agreement, in accordance with the following schedule:

- At 50% completion;
- At 90% completion; and
- Remaining 10% at project completion.

**** See ARTICLE 11 – PAYMENTS AND COMPLETION for submission instructions.****

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. 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.
4. 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.
5. 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.
6. The **CONTRACTOR** shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
7. 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.
8. The **CONTRACTOR** shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.
9. 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.
10. 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.
11. 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.
12. The **CONTRACTOR** shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the **OWNER**.

13. The **CONTRACTOR** shall be responsible for cutting, fitting or patching required completing the Work or to make its parts fit together properly.
14. The **CONTRACTOR** shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
15. 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. 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

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. If the Work is 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

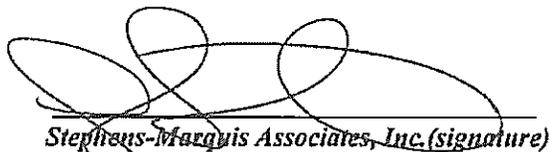
1. Neither party to the Contract shall assign the Contract as a whole without written consent of the other.
2. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall 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)

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

Date



Stephens-Marquis Associates, Inc. (signature)

*Dennis Stephens, President
(Printed Name and Title)*

*April 13, 2020
Date*



EXHIBIT A

April 8, 2020

Jonathan Ibarra
Superintendent of Streets
City of Nashua – Division of Public Works
9 Stadium Drive
Nashua, NH 03062

via: ibarraj@nashuanh.gov

Re: Nashua DPW Fuel Facility
9 Stadium Drive
Nashua, NH

Dear Jon,

Thank you for the opportunity to provide a proposal for the Nashua DPW Fuel Facility. Stephens-Marquis Associates will construct the fuel facility for a total cost of \$267,000.00.

The Plans for the project are titled "Proposed Replacement of Dispenser Island, Nashua Street Department", by DB Tank Design, dated 2/09/2020. A Construction Cost Breakdown dated April 8, 2020 is attached that itemizes the tasks included in our work. It also lists the materials and equipment provided by, and the tasks performed by, the Nashua DPW.

A Performance Bond has been provided for the contract amount. The bond will be terminated upon completion and acceptance of the work scope indicated in the plans. Progress payments will be made at 50% and 90% completion. The final 10% and retainage, if any withheld, will be paid within 30 days from completion of work. Work being performed directly by the DPW will not delay payment.

If you have any questions, please do not hesitate to contact me.

Respectfully,

A handwritten signature in black ink, appearing to read 'Dennis H. Stephens', written over a large, stylized scribble.

Dennis H. Stephens
President

Attachments: Construction Cost Breakdown, 4/8/20, 2 pgs.

717 DANIEL WEBSTER HWY, MERRIMACK, NH 03054
(603) 424-2555 • www.stephensmarquis.com

Handwritten initials in black ink, possibly 'LSD'.

Fueling Facility Upgrade
Nashua DPW
Construction Cost Breakdown
 April 8, 2020

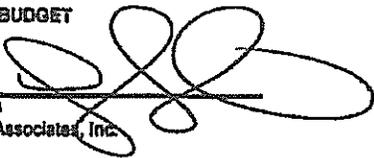
SCOPE OF WORK	Cost	DPW	Other
Site Work	\$27,000		
Demo Concrete & Asphalt	\$7,500	\$7,500	
E&B Canopy Foundations, Slab Prep 6" Gravels	\$11,000	\$11,000	
E&B Canopy Drains, 80LF 6" PVC	\$2,700	\$2,700	
Asphalt Patch, 4"	\$5,800	\$5,800	
Curb Restoration	Monolithic		
Striping	By DPW	By DPW	
Landscaping, Sod & Seeding	By DPW	By DPW	
AST & UG Piping System	\$124,594		
Demolition of Existing Fuel & Misc Labor	\$15,549		\$15,549
Clean & Inspect ASTs	\$16,238		\$16,238
AST / UST Upgrade Work, Underground Piping	\$37,147		\$37,147
DES Compliance Work (per 18 item list)	\$38,805		\$38,805
Pressure Regulating Piping	\$13,431		\$13,431
Hoses & Nozzles, 8ea	\$2,420		\$2,420
Hose Mast w/retractor, Diesel Only, 4ea	\$2,904		\$2,904
Fuel Equipment	\$56,393		
APT Piping	\$7,805	\$7,805	
APT Fittings	\$2,239	\$2,239	
Sumps & Misc.	\$3,122	\$3,122	
Valves, Incl Pressure Reg	\$3,155	\$3,155	
Island Form	\$3,972	\$3,972	
Dispenser, Bennett	\$30,800	\$30,800	
Shear Valves, 4ea	\$508		\$508
Canopy Lights, H/LDW, 8ea, plus sensor	\$4,550		\$4,550
Decals, Signage	\$242		\$242
Canopy	\$63,622		
Canopy Steel, 24' x 40'	\$22,700	\$22,700	
Canopy Erection, 24' x 40'	\$9,680		\$9,680
Canopy Fire Suppression, PyroChem, Nozzle			
Height 15'-7" above drive matl.	\$29,064		\$29,064
Wire Fire Suppression	\$2,178		\$2,178
Electrical	\$34,122		
Material	\$12,947		\$12,947
Labor	\$20,066		\$20,066
Low Voltage Disconnect	\$1,089		\$1,089
Concrete	\$43,004		
Canopy Foundations	\$5,490	\$5,490	
Bollards Install	\$1,224		\$1,224
T&P Flat, Place & Finish	\$13,871		\$13,871
T&P Flat, Form & Mix	\$15,159	\$15,159	
Rebar & Wire Mesh	\$7,280		\$7,280
Yard Work	\$2,366		
Painting	\$1,466		\$1,466
Signage	\$900	\$900	



Fueling Facility Upgrade
Nashua DPW
Construction Cost Breakdown
April 8, 2020

SCOPE OF WORK	Cost	DPW	SMA
Materials & Misc. Expenses	\$7,514		
Safety Fence	\$1,500	\$1,500	
Grout Canopy Columns	\$750		\$750
Site Labor, misc.	\$1,378		\$1,378
Sawcut Slabs & Seal & Caulk	\$932		\$932
Misc. Materials	\$988		\$988
Concrete Protection (Blankets)	\$1,984		\$1,984
Equipment Rentals	N/A		
Yard Equipment	\$1,513		
CO Boxes	\$158	\$158	
Fire Extinguishers (2)	\$829		\$829
Boards, 6"	\$726		\$726
Yard Light Fixtures, 2ea	N/A		
Traffic Signs	N/A		
Construction Services	\$3,750		
Engineering Design & Inspections	\$2,550		\$2,550
Survey/Layout	N/A		
Geotechnical & Testing	\$1,200		\$1,200
Bond	\$4,000		\$4,000
General Conditions	\$23,122		\$23,122
SUB-TOTAL	\$391,000	\$124,000	\$267,000
	\$0.00		
ALLOWANCES			
TOTAL PROJECT BUDGET	\$391,000	\$124,000	\$267,000

Submitted by:


 Dennis H. Stephens
 Stephens-Marquis Associates, Inc.

EXCLUSIONS

AST Painting
 AST 15 Gal Remote Spill Containers (2), 6211R-151B3N, Allow \$3300 if required

THE AMERICAN INSTITUTE OF ARCHITECTS



Premium Amount Based
on Final Contract Amount

Bond No. 0230880

**AIA Document A312
Performance Bond**

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):
STEPHENS-MARQUIS ASSOCIATES, INC
717 DANIEL WEBSTER HIGHWAY
MERRIMACK, NH 03054**

**SURETY (Name and Principle Place of Business):
BERKLEY INSURANCE COMPANY
PO BOX 9010
WESTBROOK, ME 04098**

**OWNER (Name and Address):
CITY OF NASHUA, NH
229 MAIN STREET
NASHUA, NH 03060**

CONSTRUCTION CONTRACT

Date: April 6th, 2020

Amount: TWO HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS \$270,000.00

Description (Name and Location):

Nashua DPW Fuel Facility - 9 Stadium Drive, Nashua, NH

BOND

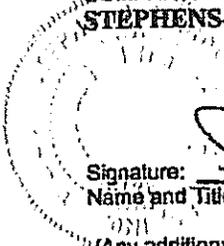
Date (No earlier than Construction Contract Date): April 6th, 2020

Amount: TWO HUNDRED SEVENTY THOUSAND AND 00/100 DOLLARS \$270,000.00

Modifications to this Bond: None See Page 3

**CONTRACTOR AS PRINCIPAL
COMPANY: (Corporate Seal)
STEPHENS-MARQUIS ASSOCIATES, INC**

**SURETY
COMPANY: (Corporate Seal)
BERKLEY INSURANCE COMPANY**



Signature:

Name and Title:

(Any additional signatures appear on page 3)

[Handwritten Signature]
President

Signature:

Name and Title: NICKI A. RUNCI, ATTORNEY-IN-FACT

[Handwritten Signature]



**FOR INFORMATION ONLY-Name, Address, and Telephone
AGENT OR BROKER:
FIAI INC. DBA CROSS INSURANCE-MANCHESTER
1100 ELM STREET
MANCHESTER, NH 03103**

**OWNER'S REPRESENTATIVE (Architect,
or Engineer or other party):**

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its rights to perform and complete, arrange for completion, or obtain a new contractor and with

reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL
Company: _____ (Corporate Seal)

SURETY
Company: _____ (Corporate Seal)

Signature: _____
Name and Title:
Address:

Signature: _____
Name and Title:
Address:

ElitePac®
General Liability Extension Endorsement

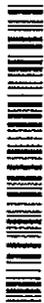
COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-9) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 8
Blanket Additional Insureds - As Required By Contract	Page 5
• Owners, Lessees or Contractors (includes Architects, Engineers or Surveyors)	
• Lessors of Leased Equipment	
• Managers or Lessors of Premises	
• Mortgagees, Assignees and Receivers	
• Any Other person or organization other than a joint venture	
• Grantors of Permits	
Broad Form Vendors Coverage	Page 7
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 9
Employees As Insureds Modified	Page 5
Employer's Liability Exclusion Amended (Not applicable in New York)	Page 3
Incidental Malpractice Exclusion modified	Page 7
Knowledge of Occurrence, Claim, Suit or Loss	Page 7
Liberalization Clause	Page 8
Mental Anguish Amendment (Not applicable to New York)	Page 9
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 5
Personal And Advertising Injury - Discrimination Amendment (Not applicable in New York)	Page 8
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Two or More Coverage Parts or Policies Issued By Us	Page 8
Unintentional Failure to Disclose Hazards	Page 8
Waiver of Transfer of Rights of Recovery (subrogation)	Page 8
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

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ElitePac®
General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY
CG 73 00 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The **SECTIONS** of the Commercial General Liability Coverage Form identified in this endorsement will be amended as shown below. However, if (a) two or more Coverage Parts of this policy, or (b) two or more forms or endorsements within the same Coverage Part apply to a loss, coverage provision(s) with the broadest language will apply, unless specifically stated otherwise within the particular amendment covering that loss.

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

COVERAGES - Amendments

SECTION I - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

EXCLUSIONS

Employer's Liability Amendment

(This provision is not applicable in the State of New York).

The following is added to Exclusion e. **Employer's Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion also does not apply to any "temporary worker".

Non-Owned Aircraft, Auto or Watercraft

A. Paragraph (2) of Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced with the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long and not being used to carry persons or property for a charge; or
 - (b) At least 26 feet, but less than 60 feet long, and not being used to carry persons or property for a charge. Any person is an insured who uses or is responsible for the use of such watercraft with your expressed or implied consent. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

B. The following is added to Exclusion g. **Aircraft, Auto Or Watercraft** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**:

This exclusion does not apply to:

- (6) Any aircraft, not owned or operated by any insured, which is hired, chartered or loaned with a paid crew. However, if the insured has any other valid and collectible insurance for "bodily injury" or "property damage" that would be covered under this provision, or on any other basis, this coverage is then excess, and subject to Condition 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**.

Damage To Premises Rented to You

A. The last paragraph of Paragraph 2. **Exclusions** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE** is deleted in its entirety and replaced with the following:

Exclusions c. through n. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

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B. Paragraph 6. under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced with the following:

6. Subject to Paragraph 5. above, the most we will pay under **COVERAGE A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner, for all such damage caused by fire, lightning or explosion proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of the three, is the amount shown in the Declarations for the Damage To Premises Rented To You Limit.

C. Paragraph a. of Definition 9. "Insured contract" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract";

Electronic Data Liability

A. Exclusion p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability** under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** is deleted in its entirety and replaced by the following:

p. **Access or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

B. The following paragraph is added to **SECTION III - LIMITS OF INSURANCE**:

Subject to 5. above, the most we will pay under **COVERAGE A** for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is a sub-limit of \$100,000.

SECTION I - COVERAGE C MEDICAL PAYMENTS EXCLUSIONS

Any Insured Amendment

Exclusion a. **Any Insured** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

a. **Any Insured**

To any insured.

This exclusion does not apply to:

- (1) "Not-for-profit members";
- (2) "Golfing facility" members who are not paid a fee, salary, or other compensation; or
- (3) "Volunteer workers".

This exclusion exception does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

Product Amendment

Exclusion f. **Products-Completed Operations Hazard** under **COVERAGE C MEDICAL PAYMENTS, 2. Exclusions** is deleted in its entirety and replaced with the following:

f. **Products-Completed Operations Hazard**

Included within the "products-completed operations hazard".

This exclusion does not apply to "your products" sold for use or consumption on your premises, while such products are still on your premises.

This exclusion exception, does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded by another endorsement to this Coverage Part.

SECTION I - SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

Expenses For Bail Bonds And Loss Of Earnings

A. Subparagraph 1.b. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

B. Subparagraph 1.d. under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** is deleted in its entirety and replaced with the following:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

SECTION II - WHO IS AN INSURED - Amendments

Not-for-Profit Organization Members

The following paragraph is added to **SECTION II - WHO IS AN INSURED**:

If you are an organization other than a partnership, joint venture, or a limited liability company, and you are a not-for-profit organization, the following are included as additional insureds:

1. Your officials;
2. Your trustees;
3. Your members;
4. Your board members;
5. Your commission members;
6. Your agency members;
7. Your insurance managers;
8. Your elective or appointed officers; and
9. Your "not-for-profit members".

However only with respect to their liability for your activities or activities they perform on your behalf.

Employees As Insureds Modified

- A. Subparagraph 2.a.(1)(a) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" to a "temporary worker" caused by a co-"employee" who is not a "temporary worker".
- B. Subparagraph 2.a.(2) under **SECTION II - WHO IS AN INSURED** does not apply to "property damage" to the property of a "temporary worker" or "volunteer worker" caused by a co-"employee" who is not a "temporary worker" or "volunteer worker".
- C. Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

With respect to this provision only, Subparagraph (1) of Exclusion 2. e. **Employer's Liability** under **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply.

Newly Formed Or Acquired Organizations

- A. Subparagraph 3.a. under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. However, **COVERAGE A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

- B. The following paragraph is added to **SECTION II - WHO IS AN INSURED**, Paragraph 3:

If you are engaged in the business of construction of dwellings three stories or less in height, or other buildings three stories or less in height and less than 25,000 square feet in area, you will also be an insured with respect to "your work" only, for the period of time described above, for your liability arising out of the conduct of any partnership or joint venture of which you are or were a member, even if that partnership or joint venture is not shown as a Named Insured. However, this provision only applies if you maintain or maintained an interest of at least fifty percent in that partnership or joint venture for the period of that partnership or joint venture.

This provision does not apply to any partnership or joint venture that has been dissolved or otherwise ceased to function for more than thirty-six months.

With respect to the insurance provided by this provision, **Newly Formed or Acquired Organizations**, the following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY**, Paragraph 4. **Other Insurance**, Subparagraph b. **Excess Insurance**:

The insurance provided by this provision, **Newly Formed or Acquired Organizations**, is excess over any other insurance available to the insured, whether primary, excess, contingent or on any other basis.

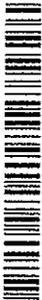
(All other provisions of this section remain unchanged)

Blanket Additional Insureds - As Required By Contract

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

A. Owners, Lessees or Contractors/Architects, Engineers and Surveyors

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and



2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above:

Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts of omissions of those acting on your behalf;

in the performance of your ongoing operations performed for the additional insured in Paragraph 1., above.

However, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services by or for you, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, inspection, architectural or engineering activities.

Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

A person or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. Other Additional Insureds

Any of the following persons or organizations with whom you have agreed in a written contract, written agreement or written permit that such persons or organizations be added as an additional insured on your commercial general liability policy:

1. Lessors of Leased Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises

Any person or organization from whom you lease premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

This insurance does not apply to any "occurrence" which takes place after you cease to be a tenant of that premises.

3. Mortgagees, Assignees or Receivers

Any person or organization with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of your premises.

This insurance does not apply to any "occurrence" which takes place after the mortgage is satisfied, or the assignment or receivership ends.

4. Any Person or Organization Other Than A Joint Venture

Any person or organization (other than a joint venture of which you are a member), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts of omissions of those acting on your behalf in the performance of your ongoing operations or in connection with property owned by you.

5. State or Governmental Agency or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, but only with respect to:

- a. Operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization; or
- b. The following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
- (2) The construction, erection or removal of elevators; or
- (3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" arising out of operations performed for the federal government, state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to Paragraphs 2. through 4., this insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury" or "property damage" or "personal and advertising injury".

Broad Form Vendors Coverage

Subject to the **Primary and Non-Contributory** provision set forth in this endorsement, **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization (referred to below as vendor) for whom you have agreed in a written contract or written agreement to provide coverage as an additional insured under your policy. Such person or organization is an additional insured only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business. However, the insurance afforded the vendor does not apply to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement; however this exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- b. Any express warranty unauthorized by you;

- c. Any physical or chemical change in the product made intentionally by the vendor;
- d. Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business in connection with the sale of the product; or
- f. Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part of ingredient of any other thing or substance by or for the vendor; however this insurance does not apply to any insured person or organization, from who you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

The provisions of this coverage extension do not apply unless the written contract or written agreement has been signed by the Named Insured prior to the "bodily injury" or "property damage".

Incidental Malpractice

Subparagraph 2.a.(1)(d) under **SECTION II - WHO IS AN INSURED** is deleted in its entirety and replaced with the following:

- (d) Arising out of his or her providing or failing to provide professional health care services.

This does not apply to nurses, emergency medical technicians or paramedics if you are not in the business or occupation of providing any such professional services.

This also does not apply to "bodily injury" caused by cardio-pulmonary resuscitation or first aid services administered by a co-"employee".

This provision does not apply if you are a Social Service or Senior Living risk.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS - Amendments

Knowledge Of Occurrence, Claim, Suit Or Loss

The following is added to Paragraph 2. **Duties in the Event of Occurrence, Offense, Claim or Suit** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The requirements under this paragraph do not apply until after the "occurrence" or offense is known to:

- 1. You, if you are an individual;
- 2. A partner, if you are a partnership;

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3. An "executive officer" or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company; or
5. Your elected or appointed officials, officers, members, trustees, board members, commission members, agency members, or your administrator or your insurance manager if you are an organization other than a partnership, joint venture, or limited liability company.

Primary and Non-Contributory Provision

The following is added to Paragraph 4. **Other Insurance, b. Excess Insurance** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

This insurance is primary to and we will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in a written contract, written agreement or written permit that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Unintentional Failure To Disclose Hazards

The following is added to Paragraph 6. **Representations** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you should unintentionally fail to disclose any existing hazards in your representations to us at the inception date of the policy, or during the policy period in connection with any additional hazards, we shall not deny coverage under this Coverage Part based upon such failure to disclose hazards.

Waiver Of Transfer Of Rights Of Recovery

The following is added to Paragraph 8. **Transfer of Rights Of Recovery Against Others To Us** under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

We will waive any right of recovery we may have against a person or organization because of payments we make for "bodily injury" or "property damage" arising out of your ongoing operations or "your work" done under a written contract or written agreement and included in the "products-completed operations hazard", if:

1. You have agreed to waive any right of recovery against that person or organization in a written contract or written agreement;
2. Such person or organization is an additional insured on your policy; or

3. You have assumed the liability of that person or organization in that same contract, and it is an "insured contract".

The section above only applies to that person or organization identified above, and only if the "bodily injury" or "property damage" occurs subsequent to the execution of the written contract or written agreement.

Liberalization

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If we revise this Coverage Part to provide more coverage without additional premium charge, subject to our filed company rules, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

Two or More Coverage Parts or Policies Issued By Us

(This provision is not Applicable in the state of New York or Wisconsin).

The following condition is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

It is our intention that the various coverage parts or policies issued to you by us, or any company affiliated with us, do not provide any duplication or overlap of coverage. We have exercised diligence to draft our coverage parts and policies to reflect this intention. However, if the facts and circumstances that will respond to any claim or "suit" give rise to actual or claimed duplication or overlap of coverage between the various coverage parts or policies issued to you by us or any company affiliated with us, the limit of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limit under this coverage, or any one of the other coverage forms or policies.

This condition does not apply to any Excess or Umbrella policy issued by us specifically to apply as excess insurance over this coverage part or policy to which this coverage part is attached.

SECTION V - DEFINITIONS

Discrimination

(This provision does not apply in New York).

- A. The following is added to Definition 14. "Personal and advertising injury":

"Personal and advertising injury" also means "discrimination" that results in injury to the feelings or reputation of a natural person, however only if such "discrimination" or humiliation is:

1. Not done by or at the direction of:
 - a. The insured; or

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b. Anyone considered an insured under **SECTION II - WHO IS AN INSURED;**

- 2. Not done intentionally to cause harm to another person.
- 3. Not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.
- 4. Not arising out of any "advertisement" by the insured.

B. The following definition is added to **SECTION V - DEFINITIONS:**

"Discrimination" means:

- a. Any act or conduct that would be considered discrimination under any applicable federal, state, or local statute, ordinance or law;
- b. Any act or conduct that results in disparate treatment of, or has disparate impact on, a person, because of that person's race, religion, gender, sexual orientation, age, disability or physical impairment; or
- c. Any act or conduct characterized or interpreted as discrimination by a person based on that person's race, religion, gender, sexual orientation, age, disability or physical impairment.

It does not include acts or conduct characterized or interpreted as sexual intimidation or sexual harassment, or intimidation or harassment based on a person's gender.

Electronic Data

The following definition is added to **SECTION V - DEFINITIONS:**

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cell, data processing devices or any other media which are used with electronically controlled equipment. For the purpose of the Electronic Data Liability coverage provided by this endorsement, Definition 17. "Property damage" is deleted in its entirety and replaced by the following:

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For the purpose of the Electronic Data Liability coverage provided by this endorsement, "electronic data" is not tangible property.

Employee Amendment

Definition 5. "Employee" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced by the following:

- 5. "Employee" includes a "leased worker", or a "temporary worker". If you are a School, "Employee" also includes a student teacher.

Golfing Facility

The following definition is added to **SECTION V - DEFINITIONS:**

"Golfing facility" means a golf course, golf club, driving range, or miniature golf course.

Mental Anguish Amendment

(This provision does not apply in New York).

Definition 3. "Bodily injury" under **SECTION V - DEFINITIONS** is deleted in its entirety and replaced with the following:

- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time. This includes mental anguish resulting from any bodily injury, sickness or disease sustained by a person. (In New York, mental anguish has been determined to be "bodily injury").

Not-for-profit Member

The following definition is added to **SECTION V - DEFINITIONS:**

"Not-for-profit member" means a person who is a member of a not-for-profit organization, including clubs and churches, who receives no financial or other compensation.

ElitePac® Commercial Automobile Extension

COMMERCIAL AUTO
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by the endorsement.

AMENDMENTS TO SECTION II — LIABILITY COVERAGE

A. If this policy provides Auto Liability coverage for Owned Autos, the following extensions are applicable accordingly:

NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following is added to **SECTION II, A.1. — Who Is An Insured:**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no similar insurance available to that organization. However:

1. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

EXPENSES FOR BAIL BONDS AND LOSS OF EARNINGS

Paragraphs (2) and (4) of **SECTION II, A.2.a. — Supplementary Payments** are deleted in their entirety and replaced with the following:

- (2) Up to the Limit of Insurance shown on the ElitePac Schedule for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" covered under this policy. We do not have to furnish these bonds.

- (4) All reasonable expenses incurred by the "insured" at our request. This includes actual loss of earnings because of time off from work, which we will pay up to the Limit of Insurance shown on the ElitePac Schedule.

EMPLOYEE INDEMNIFICATION AND EMPLOYER'S LIABILITY AMENDMENT

The following is added to **SECTION II, B.4. — Exclusions:**

This exclusion does not apply to a "volunteer worker" who is not entitled to workers compensation, disability or unemployment compensation benefits.

FELLOW EMPLOYEE COVERAGE

The **Fellow Employee Exclusion, SECTION II, B.5. —** is deleted in its entirety.

CARE, CUSTODY OR CONTROL AMENDMENT

The following is added to **SECTION II, B.6. — Exclusions:**

This exclusion does not apply to property owned by anyone other than an "insured", subject to the following:

1. The most we will pay under this exception for any one "accident" is the Limit of Insurance stated in the ElitePac Schedule; and
2. A per "accident" deductible as stated in the ElitePac Schedule applies to this exception.

B. If this policy provides Auto Liability coverage for Owned Autos or Non-Owned Autos, the following extension is applicable accordingly:

LIMITED LIABILITY COMPANIES

The following is added to **SECTION II, A.1. — Who Is An Insured:**

If you are a limited liability company, your members and managers are "insureds" while using a covered "auto" you don't own, hire or borrow during the course of their duties for you.

BLANKET ADDITIONAL INSUREDS — As Required By Contract

The following is added to **SECTION II, A.1. — Who Is An Insured:**

Any person or organization whom you have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional "insured" on your policy. Such person or organization is an additional "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your ownership, maintenance or use of a covered "auto". This coverage shall be primary and non-contributory with respect to the additional "insured". This provision only applies if:

1. It is required in the written contract, written agreement or written permit identified in this section;
 2. It is permitted by law; and
 3. The written contract or written agreement has been executed (executed means signed by a named insured) or written permit issued prior to the "bodily injury" or "property damage".
 4. If covered "auto" is not a non-owned "auto".
- C. If this policy provides Auto Liability coverage for Non-Owned Autos, the following extension is applicable accordingly:

EMPLOYEES AS INSUREDS

If this policy provides Auto Liability coverage for Non-Owned Autos, the following is added to **SECTION II, A.1. — Who Is An Insured:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name with your permission, while performing duties related to the conduct of your business.

AMENDMENTS TO SECTION III — PHYSICAL DAMAGE COVERAGE

If this policy provides Comprehensive, Specified Causes of Loss or Collision coverage, the following extensions are applicable for those "autos" for which Comprehensive, Specified Causes of Loss or Collision coverage is purchased:

TOWING AND LABOR

SECTION III, A.2. — Towing is deleted in its entirety and replaced with the following:

We will pay all reasonable towing and labor costs up to the maximum Limit of Insurance shown on the ElitePac Schedule per tow each time a covered "Private Passenger Auto", "Social Service Van or Bus" or "Light Truck" is disabled and up to the maximum Limit of Insurance per tow each time a covered "Medium Truck", "Heavy Truck" or "Extra Heavy Truck" is disabled.

For labor charges to be eligible for reimbursement the labor must be performed at the place of disablement.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

GLASS BREAKAGE DEDUCTIBLE

The following is added to **SECTION III, A.3. — Glass Breakage — Hitting A Bird Or Animal — Falling Objects or Missiles:**

If damaged glass is repaired rather than replaced, no deductible will apply for such repair. This extension does not apply to Emergency Services Organizations and Governmental Entities.

ADDITIONAL TRANSPORTATION EXPENSES

SECTION III, A.4.a. — Transportation Expenses is deleted in its entirety and replaced with the following:

We will pay up to the maximum Limit of Insurance shown on the ElitePac Schedule for temporary transportation expenses that you incur because of any "loss" to a covered "auto", but only if the covered "auto" carries the coverages and meets the requirements described in 1. or 2. below:

1. We will pay temporary transportation expenses for total theft of a covered "auto". We will only pay for such expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".
2. For "loss" other than total theft of a covered "auto" under Comprehensive or Specified Causes of Loss Coverage, or for any "loss" under Collision Coverage to a covered "auto", we will only pay for those temporary transportation expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the number of days reasonably required to repair or replace the covered "auto" or 30 days.

Paragraph 2. of this extension does not apply while there are spare or reserve "autos" available to you for your operations.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

The following is added to **SECTION III, A.4. — Coverage Extensions:**

Physical Damage coverage is hereby extended to apply to Physical Damage "loss" to "autos" leased, hired, rented or borrowed without a driver. We will provide coverage equal to the broadest coverage available to any covered "auto" shown in the Declarations. But, the most we will pay for "loss" to each "auto" under this coverage extension is the lesser of:

1. The Limit of Insurance stated in the ElitePac Schedule; or
2. The actual cash value of the damaged or stolen property as of the time of the "loss"; or

3. The actual cost of repairing or replacing the damaged or stolen property with other property of like kind and quality. A part is of like kind and quality when it is of equal or better condition than the pre-accident part. We will use the original equipment from the manufacturer when:
 - (a) The operational safety of the vehicle might otherwise be impaired;
 - (b) Reasonable and diligent efforts to locate the appropriate rebuilt, aftermarket or used part have been unsuccessful; or
 - (c) A new original equipment part of like kind and quality is available and will result in the lowest overall repair cost.

For each leased, hired, rented or borrowed "auto" our obligation to pay "losses" will be reduced by a deductible equal to the highest deductible applicable to any owned "auto" for that coverage. No deductible will be applied to "losses" caused by fire or lightning.

SECTION IV, B.5. Other Insurance Condition, Paragraph 5.b. is deleted in its entirety and replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent, or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

HIRED AUTO LOSS OF USE COVERAGE

The following is added to **SECTION III, A.4. — Coverage Extensions**:

We will pay expenses for which you are legally responsible to pay up to the Limit of Insurance shown on the ElitePac Schedule per "accident" for loss of use of a leased, hired, rented or borrowed "auto" if it results from an "accident".

This coverage extension does not apply to Emergency Services Organizations, Governmental Entities, and Schools.

AUTO LOAN/LEASE GAP COVERAGE (Not Applicable in New York)

The following is added to **SECTION III, A.4. — Coverage Extensions**:

In the event of a total "loss" to a covered "auto" we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and

2. Any:
 - a. Overdue lease/loan payments at the time of "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear, high mileage or similar charges;
 - c. Security deposits not refunded by the lessor or financial institution;
 - d. Costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous leases or loans.

You are responsible for the deductible applicable to the "loss" for the covered "auto".

This extension only applies if the lessor or financial institution is an additional "insured" under this Coverage Form.

PERSONAL EFFECTS

The following is added to **SECTION III, A.4. — Coverage Extensions**:

If this policy provides Comprehensive Coverage for a covered "auto" you own and that covered "auto" is stolen, we will pay up to the Limit of Insurance shown on the ElitePac Schedule, without application of a deductible, for lost personal effects that were in the covered "auto" at the time of theft. Personal effects do not include jewelry, tools, money, or securities. This coverage is excess over any other collectible insurance.

AIRBAG COVERAGE

The following is added to **SECTION III, B.3.a. — Exclusions**:

Mechanical breakdown does not include the accidental discharge of an airbag.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

EXPANDED AUDIO, VISUAL, AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III, B.4. — Exclusions

This exclusion does not apply to the following:

1. Global positioning systems;
2. "Telematic devices"; or
3. Electronic equipment that reproduces, receives or transmits visual or data signals and accessories used with such equipment, provided such equipment is:
 - a. Permanently installed in or upon the covered "auto" at the time of the "loss";
 - b. Removable from a housing unit that is permanently installed in the covered "auto" at the time of the "loss";
 - c. Designed to be solely operated by use of power from the "auto's" electrical system; or

- d. Designed to be used solely in or upon the covered "auto".

For each covered "loss" to such equipment, a deductible of \$50 shall apply, unless the deductible otherwise applicable to such equipment is less than \$50, at which point the lower deductible, if any, will apply.

COMPREHENSIVE DEDUCTIBLE — LOCATION TRACKING DEVICE

The following is added to **SECTION III, D. — Deductible:**

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the covered "auto" is equipped with a location tracking device and that device was the sole method used to recover the "auto".

PHYSICAL DAMAGE LIMIT OF INSURANCE

SECTION III, C. — Limit Of Insurance is deleted in its entirety and replaced with the following:

The most we will pay for a "loss" in any one "accident" is the lesser of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

This coverage extension does not apply to Emergency Services Organizations and Governmental Entities.

AMENDMENTS TO SECTION IV — BUSINESS AUTO CONDITIONS

DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The following is added to **SECTION IV, A.2.a. — Duties In The Event Of Accident, Claim, Suit Or Loss:**

The notice requirements for reporting "accident" claim, "suit" or "loss" information to us, including provisions related to the subsequent investigation of such "accident", claim, "suit" or "loss" do not apply until the "accident", claim, "suit" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation;
4. Your members, managers or insurance manager, if you are a limited liability company;
5. Your elected or appointed officials, trustees, board members or your insurance manager, if you are an organization other than a partnership, joint venture or limited liability company.

But, this section does not amend the provisions relating to notification of police or protection or examination of the property that was subject to the "loss".

WAIVER OF SUBROGATION

SECTION IV, A.5. — Transfer Of Rights Of Recovery Against Others To Us is deleted in its entirety and replaced with the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" resulting from the ownership, maintenance or use of a covered "auto" but only when you have assumed liability for such "bodily injury" or "property damage" in an "insured contract". In all other circumstances, if a person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us.

MULTIPLE DEDUCTIBLES

The following is added to **SECTION IV, A. — Loss Conditions:**

If a "loss" from one event involves two or more covered "autos" and coverage under Comprehensive or Specified Causes of Loss applies, only the highest applicable deductible will be applied.

CONCEALMENT, MISREPRESENTATION OR FRAUD

The following is added to **SECTION IV, B.2. — Concealment, Misrepresentation Or Fraud:**

If you should unintentionally fail to disclose any existing hazards in your representations to us prior to the inception date of the policy or during the policy period in connection with any newly discovered hazards, we will not deny coverage under this Coverage Form based upon such failure.

POLICY PERIOD, COVERAGE TERRITORY

SECTION IV, B.7. — Policy Period, Coverage Territory is deleted in its entirety and replaced with the following:

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the "Coverage Territory".

We also cover "loss" to or "accidents" involving a covered "auto" while being transported between any of these places.

TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US — DEDUCTIBLES

The following is added to **SECTION IV, B.8. — Two Or More Coverage Forms Or Policies Issued By Us:**

If a "loss" covered under this Coverage Form also involves a "loss" to other property resulting from the same "accident" that is covered under this policy or another policy issued by us or any member company of ours, only the highest applicable deductible will be applied.

AMENDMENTS TO SECTION V — DEFINITIONS

BODILY INJURY INCLUDING MENTAL ANGUISH (Not Applicable in New York)

The definition of bodily injury is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" includes mental anguish resulting from bodily injury, sickness or disease sustained by a person.

ADDITIONS TO SECTION V — DEFINITIONS

COVERAGE TERRITORY

"Coverage Territory" means:

1. The United States of America (including its territories and possessions), Canada and Puerto Rico; and
2. Anywhere in the world, except for any country or jurisdiction that is subject to trade or other economic sanction or embargo by the United States of America, if a covered "auto" is leased, hired, rented, or borrowed without a driver for a period of 30 days or less, and the insured's responsibility to pay "damages" is determined in a "suit" on the merits in and under the substantive law of the United States of America (including its territories and possessions), Puerto Rico, or Canada, or in a settlement we agree to.

If we are prevented by law, or otherwise, from defending the "insured" in a "suit" brought in a location described in Paragraph 2. above, the insured will conduct a defense of that "suit". We will reimburse the "insured" for the reasonable and necessary expenses incurred for the defense of any such "suit" seeking damages to which this insurance applies, and that we would have paid had we been able to exercise our right and duty to defend.

EXTRA HEAVY TRUCK

"Extra Heavy Truck" means a truck with a gross vehicle weight rating of 45,001 pounds or more.

HEAVY TRUCK

"Heavy Truck" means a truck with a gross vehicle weight rating of 20,001 pounds to 45,000 pounds.

LIGHT TRUCK

"Light Truck" means a truck with a gross vehicle weight rating of 10,000 pounds or less.

MEDIUM TRUCK

"Medium Truck" means a truck with a gross vehicle weight rating of 10,001 pounds to 20,000 pounds.

PRIVATE PASSENGER AUTO

"Private Passenger Auto" means a four-wheel "auto" of the private passenger or station wagon type. A pickup, panel truck or van not used for business is included within the definition of a "private passenger auto".

SOCIAL SERVICE VAN OR BUS

"Social Service Van or Bus" means a van or bus used by a government entity, civic, charitable or social service organization to provide transportation to clients incidental to the social services sponsored by the organization, including special trips and outings.

TELEMATIC DEVICE

"Telematic Device" includes devices designed for the collection and dissemination of data for the purpose of monitoring vehicle and/or driver performance. This includes Global Positioning System technology, wireless safety communications and automatic driving assistance systems, all integrated with computers and mobile communications technology in automotive navigation systems.

VOLUNTEER WORKER

"Volunteer worker" means a person who performs business duties for you, for no financial or other compensation.



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

April 30 2020
Memo #20-102

TO: MAYOR DONCHESSE
FINANCE COMMITTEE

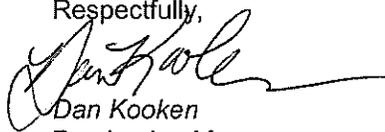
SUBJECT: CONTRACT FOR PAVEMENT MANAGEMENT ENGINEERING SERVICES (VALUE:
\$398,230)
DEPARTMENT: 160 ADMIN/ENGINEERING; FUND: BOND

Please see the attached communication from Daniel Hudson, P.E., City Engineer, dated April 23, 2020 for information related to this contract.

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

The City Engineer, Board of Public Works (April 23, 2020 BPW meeting) and the Purchasing Department recommend the approval of this contract in an amount of **\$398,230** to **Hayner/Swanson, Inc.** of Nashua, NH.

Respectfully,



Dan Kooker
Purchasing Manager

Cc: D Hudson L Fauteux

City of Nashua, Public Works Division

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

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

Re: Pavement Management Engineering Services – Hayner/Swanson, Inc.

B. Motion: To approve the engineering services contract with Hayner/Swanson. Inc. (HSI) of Nashua, NH in the amount of \$398,230 for the management and construction administration of the paving program. Department: 160 Admin/Engineering; Fund: Bond; Activity: Paving.

Attachment: HSI Proposal (dated January 15, 2020)

Discussion: This year, Public Works is taking on a very extensive paving program which includes 22 miles of roadways. This work is to be completed using two contracts totaling approximately \$8.3 million. In addition to the new contracts there are carry over streets from the 2019 paving program and a proposed change order to the federally funded program to construct ADA compliant ramps.

A professional services contract with HSI is necessary to assist City Engineering staff with the overall management, coordination, construction administration and observation of the paving program. The effort in construction coordination is significant given that there will be multiple contracts with several contractors throughout the City at the same time.

The term of this proposed contract will be from March 1, 2020 through December 1, 2020. More details of HSI's services are in their proposal (attached). The services to be provided on the paving program will be varied and HSI's responsibilities may be adjusted by the City based upon the specific needs and workload of the City staff. DPW continues to recommend HSI for these types of services because of their extensive experience on successful City projects, their attention to cost control and their responsiveness to the City's needs.



CONTRACT FOR PROFESSIONAL SERVICES

PAVEMENT MANAGEMENT ENGINEERING SERVICES

A CONTRACT BETWEEN

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

HAYNER/SWANSON, INC.
and its successors, transferees and assignees (together "Professional Engineer")

NAME AND TITLE OF PROFESSIONAL ENGINEER

3 CONGRESS STREET, NASHUA, NH 03062

ADDRESS OF PROFESSIONAL ENGINEER

WHEREAS, the City of Nashua, a political subdivision of the State of New Hampshire, from time to time requires the services of a Professional Engineer ; and

WHEREAS, it is deemed that the services of a Professional Engineer herein specified are both necessary and desirable and in the best interests of the City of Nashua; and

WHEREAS, Professional Engineer 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:

1. 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--Scope of Services, Contract Time, Fee Schedule

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

In the event of a conflict between the terms of the Proposal and the terms of this Agreement, a written change order and/or fully executed City of Nashua Purchase Order, the terms of this Agreement, the written change order or the fully executed City of Nashua Purchase Order shall control over the terms of the Proposal.

2. WORK TO BE PERFORMED Except as otherwise provided in this contract, Professional Engineer 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:

To provide professional services in support of, and as an extension of, the City of Nashua's Engineering Department's Paving Program. Services to be provided include management, administration, and construction observation.

3. PERIOD OF PERFORMANCE. Professional Engineer shall perform and complete all work all work by December 1, 2020, and may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Professional Engineer shall begin performance upon receipt of an Executed Contract and a valid Purchase Order issued from the City of Nashua.

4. COMPENSATION. Professional Engineer agrees to perform the work for a total cost not to exceed **THREE HUNDRED NINETY-EIGHT THOUSAND TWO HUNDRED THIRTY DOLLARS**
(\$398,230.00)

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

Unless Professional Engineer has received a written exemption from the City of Nashua, Professional Engineer shall submit monthly requests for payment for services performed under this agreement in accordance with the values stated in the Agreement. Such requests shall be supported by such data substantiating the Professional Engineer's right to payment as the City of Nashua may reasonably require. Professional Engineer shall submit monthly requests for payment for services performed under this agreement shall be submitted as follows:

- Electronically via email to 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**.

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

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

billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

The City of Nashua will pay for work satisfactorily completed by Professional Engineer. The City of Nashua will pay Professional Engineer within 30 days of approval by the City of Nashua of the submitted invoice forms and progress reports. The City of Nashua will make no payments until the invoice forms and progress reports have been submitted and approved.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the City of Nashua.

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

CITY OF NASHUA REPRESENTATIVE:

Mark Saunders, Senior Staff Engineer
Division of Public Works, Engineering
9 Riverside Street
Nashua, NH 03062

REPRESENTATIVE:

John Vancor, P.E. – Vice President
Hayner/Swanson, Inc.
3 Congress Street
Nashua, NH 03062

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 Professional Engineer 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)

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

Date



Hayner/Swanson, Inc. (signature)

*John C Vancor, Vice President
(Printed Name and Title)*

*4/15/2020
Date*

**EXHIBIT A
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General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "Professional Engineer", and its successors, transferees and assignees (together "Professional Engineer") includes any of the Professional Engineer's consultants, sub consultants, contractors, and subcontractors

2. **PROFESSIONAL ENGINEER STATUS** The parties agree that Professional Engineer shall have the status of and shall perform all work under this contract as a Professional Engineer, 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 Professional Engineer, and nothing in this contract shall create any contractual relationship between the City of Nashua and Professional Engineer's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Professional Engineer 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 Professional Engineer 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** Professional Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Professional Engineer 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 Professional Engineer 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, Professional Engineer 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 Professional Engineer'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 Professional Engineer shall not in any way relieve Professional Engineer 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 Professional Engineer'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 Professional Engineer shall be and remain liable in accordance with the terms of the contract and applicable law.

Professional Engineer 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 Professional Engineer to perform work under this contract. Approved key personnel shall not be taken off of the project by Professional Engineer without the prior written approval of the City of Nashua, except in the event of termination of employment. Professional Engineer 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 Professional Engineer, 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 Professional Engineer's performance under the contract. Professional Engineer 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 Professional Engineer should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Professional Engineer'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 Professional Engineer for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Professional Engineer of the change.

When Professional Engineer seeks changes, Professional Engineer 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 Professional Engineer should proceed with any or all of the proposed change.

Except as provided in this paragraph, Professional Engineer 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 Professional Engineer in the performance of its work under this contract and that such personnel will be available to Professional Engineer 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 Professional Engineer 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 Professional Engineer also agree to attend all meetings called by the City of Nashua or Professional Engineer to discuss the work under the Contract, and that Professional Engineer 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** Professional Engineer 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 Professional Engineer. All future questions Professional Engineer 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 Professional Engineer'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 Professional Engineer prior to having received the City of Nashua's resolution shall be at Professional Engineer's risk and expense. At all times, Professional Engineer 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. Professional Engineer 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 Professional Engineer 10 day's written notice of its intent to do so.

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

Upon receipt of notice of termination, abandonment, or suspension at will, Professional Engineer 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, Professional Engineer shall receive all amounts due and not previously paid to Professional Engineer 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 Professional Engineer in the event of a failure by Professional Engineer 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. Professional Engineer shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Professional Engineer may terminate the contract on 10 calendar days written notice if, through no fault of Professional Engineer, the City of Nashua fails to pay Professional Engineer 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, Professional Engineer 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, Professional Engineer shall receive all amounts due and not previously paid to Professional Engineer 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 Professional Engineer's failure. Professional Engineer 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 Professional Engineer until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Professional Engineer 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 Professional Engineer 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 Professional Engineer 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 Professional Engineer such that Professional Engineer 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 Professional Engineer shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Professional Engineer 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 Professional Engineer's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Professional Engineer'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 Professional Engineer Representative. At all times, Professional Engineer 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 Professional Engineer for damages because of hindrances or delays in the progress of the work from any cause, and Professional Engineer agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.
11. **INSURANCE** Professional Engineer shall carry and maintain in effect during the performance of services under this contract:
 - General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
 - \$1,000,000 Combined Single Limit Automobile Liability;
 - ***Coverage must include all owned, non-owned and hired vehicles.**
 - \$1,000,000 Profession Liability;
 - and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

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

Professional Engineer will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City of Nashua issues the notice of award. 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. Professional Engineer 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.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Professional Engineer must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Professional Engineer of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Professional Engineer 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.
- Professional Engineer 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 Professional Engineer or anyone employed, directed, or supervised by Professional Engineer.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Professional Engineer 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 Professional Engineer or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Professional Engineer'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 Professional Engineer 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 Professional Engineer 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 Professional Engineer. Professional Engineer shall have no claim of any sort to the unexpended funds.

14. **COMPENSATION** Review by the City of Nashua of Professional Engineer'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 Professional Engineer to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Professional Engineer in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.

15. **COMPLIANCE WITH APPLICABLE LAWS** Professional Engineer, 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. Professional Engineer 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, Professional Engineer agrees to the following terms. Professional Engineer 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. Professional Engineer 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, Professional Engineer'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.

Professional Engineer 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 Professional Engineer under this contract.

In connection with the performance of work under this contract, Professional Engineer 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.

Professional Engineer 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 Professional Engineer shall constitute a material breach of the contract.

17. **ENDORSEMENT** Professional Engineer shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Engineer or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Professional Engineer 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. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Professional Engineer related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

20. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Engineer in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Professional Engineer's expense, by Professional Engineer to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Professional Engineer, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Engineer in the performance of its obligations under this contract must be retained by Professional Engineer for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Professional Engineer shall promptly remit and deliver the materials, at Professional Engineer's expense, to the City of Nashua. Professional Engineer shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Professional Engineer's obligations under this contract without the prior written consent of the City of Nashua.
21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Professional Engineer expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Engineer (including those remitted to the City of Nashua by Professional Engineer pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

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

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

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

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Professional Engineer shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Professional Engineer in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Engineer with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Engineer shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.
23. **TAXES** Professional Engineer 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. Professional Engineer 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.
24. **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.
25. **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.
26. **PROHIBITED INTERESTS** Professional Engineer 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. Professional Engineer 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 Professional Engineer. If any such interest comes to the attention of Professional Engineer at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Professional Engineer 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. Professional Engineer 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 Professional Engineer (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, Professional Engineer shall refund to the City of Nashua any profits realized under this contract, and Professional Engineer 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.

Professional Engineer warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Professional Engineer 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.

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Professional Engineer, 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 Professional Engineer.
28. **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.
29. **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.
30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Professional Engineer. 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.
31. **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.



Hayner/Swanson, Inc.

Civil Engineers/Land Surveyors

EXHIBIT B

January 15, 2020

Ms. Lisa Fauteux
Director of Public Works
9 Riverside Street
Nashua, NH 03062

Dear Ms. Fauteux:

Hayner/Swanson, Inc. (HSI) is pleased to submit this proposal to provide professional services in support of the City of Nashua's paving program. Consistent with the services we have provided in an earlier contract, this work will be performed as an extension of the City Engineering Department.

We note that the term of our most recent contract was established to run through December 29, 2019. We project that remaining budget for that contract will provide for our services through the end of February 2020.

The term of this proposed contract will be from March 1, 2020 through December 1, 2020. It is anticipated that the extent to which support will be needed during winter 2020/2021 will be assessed in Fall 2020.

In this highly integrated effort, coordination and construction administration will be staffed by both City staff and HSI personnel.

We understand that the services to be provided on the paving program will be varied and will include management, administration and construction observation. At times, we will be directly responsible for tasks. At other times, we will work in direct support of City staff. Our commitment to flexibility and to consistent and clear communication with the City will continue to be a key element in this program.

We understand that our responsibilities may be adjusted by the City based upon the specific needs and workload of the City staff. We anticipate that tasks which we may be called upon to undertake include:

- Overall coordination related to programming and scheduling project work
- Coordination with Stantec as they work to update their pavement condition database
- Coordination with privately owned utilities in advance of and during construction

- Review of existing conditions to identify issues such as existing driveway or walk puddles, and utility concerns
- Assistance during construction start-up including kick-off meetings and establishment of working and reporting practices with contractors
- Construction observation including measuring and tracking quantities, as well as preparation of comprehensive daily reports
- Supervision of the construction observation effort, whether performed by HSI or by City staff
- Compilation of project records
- Administration and support of construction contract closeout process
- Additional oversight, recordkeeping and coordination with NHDOT/FHWA as required for the remaining Federally funded contract

In performing these services, we understand that our efforts will always be as directed by the City Engineer. At times, we may perform services which the City's standard General Conditions for construction contracts assign to the "Engineer". We note that performing these duties will not bestow upon us the role and responsibilities of "Engineer" as may be defined in contracts with construction contractors.

HSI will not be given the authority to stop the Contractor's work, nor to order the Contractor to perform work beyond contract limits. If so directed by the City Engineer, we will deliver such orders on the Engineer's behalf.

On occasions when City staff may be working under the direct supervision of HSI, we understand that the City staff will perform work with a standard of care equal to or exceeding the standard we require of our own staff. City staff working under our supervision on construction sites will be expected to always wear appropriate safety equipment and maintain detailed records.

We understand that it is the City's desire to establish a budget for HSI's services which will be performed as directed by the City Engineer. On a monthly basis, we will prepare a report on the status of our overall budget and submit the report with our invoice. We anticipate that as work progresses, the specific tasks we work on will vary dependent upon the workload of City staff, as well as the budget remaining for our support.

We anticipate that our work will fall under four categories:

1. Principal Level: Work under this category will be administrative and supervisory support. We anticipate that these services will primarily be provided by John Vancor, P.E. and Paul Hayner, P.E.
2. Engineering and Construction Manager: Work under this category will include utility coordination, review of technical concerns, review of payment requisitions, resolution of disputes and preparation of possible change order documentation, preparation of bid

documents and contract coordination with contractors. We anticipate that these services will primarily be provided by Scott Murphy, P.E. and Ray Gelinias.

3. Construction Observation and Technical Support: Work under this category will include field and office work directly associated with construction observation, as well as plan preparation. We will assign Dan Brown and Denis Hayner to the field effort and will supplement Dan and Denis's services with other staff, including Ethan Beals and Steve Auger, as workload demands.
4. Administrative Support: Work under this category includes administrative efforts including compilation of records and preparation of documents. This work will be performed by Karen Blake.

As a basis for establishing the budget for the 2020 construction season, we have estimated work effort by each category.

Principal Level

Estimate 8 hours/week for 39 weeks =		312 hours
312 hours x \$170/hour	=	\$53,040

Engineering and Construction Manager

Estimate 12 hours/week for 39 weeks	=	468 hours
468 hours x \$135*/hour	=	\$63,180

*Composite rate used

Construction Observation Support/Coordination

Estimate 75 hours/week for 39 weeks	=	2,925 hours
2,925 hours x \$95*/hour	=	\$277,875

*Composite rate used

Administrative Support

Estimate 1 hours/week for 39 weeks	=	39 hours
39 hours x \$65/hour	=	\$2,535

Total Labor Budget	=	\$396,630
Allowance for Expenses	=	\$1,600
Program Budget		\$398,230

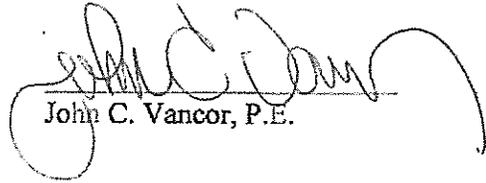
We understand that the actual work performed will be as directed and that the split of work between categories may vary significantly. We also understand that actual work performed will be only as directed and may be less than the budget presented.

We propose to provide the services described herein in accordance with the same terms and conditions used in our current contract to provide similar services.

If you have any questions or comments regarding this proposal, please contact me.

APPROVED BY:

Mayor


John C. Vancor, P.E.



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

April 30, 2020
Memo #20-103

TO: MAYOR DONCHESS
FINANCE COMMITTEE

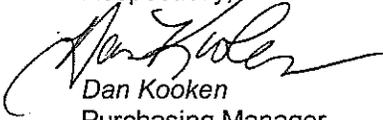
SUBJECT: PRIMARY TANK UPGRADE – CHANGE ORDER 4 (VALUE: \$49,336)
DEPARTMENT: 169 WASTEWATER; FUND: WERF AND SRF LOAN

Please see the attached communication from David L. Boucher, Superintendent Wastewater Department dated April 23, 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 (April 23, 2020 meeting) and the Purchasing Department recommend this change order in the amount **\$49,336** 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: April 23, 2020
From: David L. Boucher, Superintendent
Wastewater Department
Re: Primary Tank Upgrade Project – CO4

B. Motion: To approve Change Order #4 to the contract with Methuen Construction in an amount of \$49,335 for the construction of upgrades to the primary tanks at the Wastewater Treatment Facility. Funding will be through Department: 169 Wastewater; Fund: WERF and SRF Loan; Activity: Primary Upgrade Project.

Attachment: Change Order #4

Discussion: The Nashua Wastewater Treatment Facility is undergoing an upgrade of its primary tanks. Methuen Construction was awarded the contract in the amount of \$3,629,340. Change order 1 was for using the preferred chain and flight manufacturer in the amount of \$20,000 to bring the contract amount to \$3,649,340. Change order 2 was for an increase in the Davis Bacon wage rates for electricians in the New Year in the amount of \$4,978.31. Change order 3 was for changing the primary gallery exhaust fan to a 2 starter fan in the amount of \$3,483.78. The new contract amount is currently \$3,657,802.09.

This change order is for 3 items: 1) additional work with coating the existing weirs in the thickened primary sludge tanks. The existing weirs are rusting and should be cleaned and coated with new epoxy paint prior to installing new fiber glass weirs. 2) Some additional costs incurred by the Contractor's earth sub when it was decided to move the electrical building to the north to keep away from an underground electric duct bank. 3) Upgrade the PLC processor in the new electric building. The total of these items comes to \$49,335. The new contract amount following this change order comes to \$3,727,146.09.

CHANGE ORDER

No. 4

PROJECT: <u>Primary Tank Upgrade Project</u>	DATE OF ISSUANCE: <u>3/16/20</u>
OWNER: <u>City of Nashua, New Hampshire</u>	
<u>229 Main Street</u> (Address)	OWNER'S Purchase Order No.
CONTRACTOR: <u>Methuen Construction</u>	OWNER's Project No. <u>IFB 0285-112918</u>
CONTRACT FOR: <u>Primary Tank Upgrade Project</u>	ENGINEER <u>Wright-Pierce</u>
	ENGINEER's Project No. <u>13774</u>

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

Description: *See attached backup from Methuen Construction for various PCOs. Wright-Pierce and the City waived the requirement for Methuen to provide additional breakdown for PCOs-05 and -07 but will require Methuen to provide all subcontractor breakdowns for all future change orders.*

Purpose of Change Order: *Change in contract price for additional work and deductions from credited work*

Attachments: *Methuen PCO NO. 05 Weirs and Baffles, Methuen PCO NO. 06 Balancing Change Order, Methuen PCO NO. 07 Electrical Building Relocation, PCO NO. 08 PLC Processor Upgrade*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>3,629,340.00</u>	Original Contract Time Subs. Completion: <u>6/18/20 / Final: 8/17/20</u> (days or date)
Previous Change Orders \$ <u>28,462.09</u>	Net change from previous Change Orders Subs. Completion: <u>0 / Final: 0</u> (days)
Contract Price prior to this Change Order \$ <u>3,657,802.09</u>	Contract Time prior to this Change Order Subs. Completion: <u>6/18/20 / Final: 8/17/20</u> (days or date)
Net Increase (Decrease) of this Change Order \$ <u>46,335.68</u>	Net Increase (decrease) this Change Order Subs. Completion: <u>35 / Final: 35</u> (days)
Contract Price with all approved Change Orders \$ <u>3,704,137.77</u>	Contract Time with all Change Orders Subs. Completion: <u>7/23/20 / Final: 9/21/20</u> (days or date)

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

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

RECOMMENDED:	APPROVED:	APPROVED:	APPROVED:
By: _____	By: _____	By: <u>Joseph White</u> _____	By: _____
Engineer	Owner	Contractor	NHDES
<u>4/15/2020</u>	_____	<u>4/15/20</u>	_____
Date	Date	Date	Date

CITY OF NASHUA, NH
 PRIMARY TANK UPGRADES
 CHANGE ORDER NO. 4
 SUMMARY

ORIGINAL CONTRACT PRICE / DATE OF SUBSTANTIAL COMPLETION \$ 3,629,340.00 6/18/2020

CONTRACT PRICE / TIME PRIOR TO CHANGE ORDER \$ 3,657,802.00 6/18/2020

Item No.	Description of Item	Add / Deduct		
PCO-05	PCO-005 Waste and Baffles	\$ 36,522.35	15	days
PCO-06	PCO 005 Balancing Change Order	\$ 1,594.72	0	days
PCO-07	PCO 007 Electrical Building Relocation	\$ 5,256.86	15	days
PCO-08	PCO 008 PLC Processor Upgrade	\$ 3,021.75	5	days

Net Contract Price Increase of this Change Order (PCO-005, -006, -007, -008): \$ 46,335.68 35 days

CONTRACT PRICE / TIME WITH ALL APPROVED CHANGE ORDERS: \$ 3,704,137.77 7/23/2020

Doc #: 5
 Ref. Document:
 Date: 23-Dec-19

PROJECT NAME: Nashua Primary Tank Upgrades

PROJECT NO: 181016
 PHASE

COST SUMMARY SHEET

Weirs Attachement

A	MC Labor (Recap Sheet):	\$20,256.51
B	MC Materials, & Equipment (Recap Sheet):	\$6,590.20
C	MC Fee (A x 15%) + (B x 15%):	\$4,027.01
D	Subtotal MC Work (A + B + C):	\$ 30,873.72
E	Total Subcontractors (Below):	\$11,000.00
F	MC Mark-up on Subcontractor Work (5%, 7.5% or 10%):	\$ 956.52
G	Bond (1%) and General Liability (1%):	\$716.12
H	DEDUCT SOV FOR GT WEIRS DEMO (SEE ATTACHED)	(\$7,024.01)
Total Proposal (D + E + F + G):		\$ 36,522.35

SUBCONTRACTOR SUMMARY		
Subcontractor	Description	Amount
JB Safety International	Sandblast & paint weirs for 2 GT	\$ 11,000.00
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
Total Subcontractors:		\$ 11,000.00

Weirs Attachement

Scope: Proposal for change of material requirements for FRP weir plates, as well as installation and recoating of existing weirs: Set up staging and drill approximately (84) 3/8" holes in existing weirs. Assist Painters bring in blast media and removing blast media and disposal.
 Gasket: * Addition of 3/8" thick x 6" wide 40 durometer Shore A neoprene rubber to be mounted between new FRP weir and existing aluminum weir. 1 month for 2 Tanks- Set up staging, clearing debris, surface prep for painters, drilling weirs, site clean up after painting.

1-LABOR						
CATEGORY	HRS	RATE/HR	PREMIUM	SUBTOTAL	LINE TOTAL	TOTAL
FOREMAN	80	\$77.34		\$6,187.20		
LABORER	2 160	\$55.81		\$8,929.60		
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					\$15,116.80	

2-MATERIALS					
DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL	
Estimated					
FFI- 3/8" thick x 6" wide duromete	1	\$	2,700.00	\$ 2,700.00	\$ 2,700.00
Dumpster / Disposal	1	\$	455.00	\$ 455.00	\$ 455.00
Drill Bits / Consumables	1	\$	125.00	\$ 125.00	\$ 125.00
SUBTOTAL					\$ 3,280.00

3-EQUIPMENT					
CATEGORY	HRS	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	80.0	\$17.00	HR	\$1,360.00	
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	
STAGING	20	\$30.01	HR	\$600.20	
COMPRESSOR 185CFM		\$15.08	HR	\$0.00	
SISSOR LIFT 19'		\$4.18	HR	\$0.00	
MAG DRILL	10	\$120.00	DAY	\$1,200.00	
SUBTOTAL					\$3,160.20

Weirs Attachment

Scope: Proposal for change of material requirements for FRP weir plates, as well as installation and recoating of existing weirs: Set up staging and drill approximately (84) 3/8" holes in existing weirs. Assist Painters bring in blast media and removing blast media and disposal.
 Gasket: * Addition of 3/8" thick x 6" wide 40 durometer Shore A neoprene rubber to be mounted between new FRP weir and existing aluminum weir. 1 month for 2 Tanks- Set up staging, clearing debris, surface prep for painters, drilling weirs, site clean up after painting.

4-SUPPLEMENTAL COSTS				
DESCRIPTION	QTY	RATE	UNIT	SUBTOTAL
ASBUILT DRAWINGS				\$0.00
WARRANTIES				\$0.00
TESTING				\$0.00
ENGINEERING				\$0.00
LEGAL				\$0.00
TRAVEL				\$0.00
TEMP FACILITIES				\$0.00
STORAGE				\$0.00
ICE & WATER				\$0.00
FUEL				\$0.00
TELEPHONE				\$0.00
SAFETY	2	\$75.00		\$150.00
SUBTOTAL				\$150.00

5-BURDEN		
CATEGORY	RATE	
BURDEN RATE	34.00%	\$5,139.71

6-GC WORK TOTAL	
SUBTOTAL (Item 1+2+3+4)	\$26,846.71

7-SUBCONTRACTORS WORK				
SUBCONTRACTOR	UNIT COST	QTY	COST	TOTAL
JB Safety International	LS	1	\$11,000.00	\$11,000.00
SUBTOTAL				\$11,000.00
GC MARKUP (typically 10%) x (Subcontractor cost/1.15)				\$956.52

8-FEE	
GC (15% X Items 1&5 + 15% X Items 2&3&4 + 5%, 7.5% or 10% X Item 7)	\$4,983.53

8-SUBTOTAL	
	\$42,830.24

BOND (1% X Item 8)	\$358.06
GENERAL LIABILITY (1% X Item 8)	\$358.06
9-TOTAL (Item 8 + Bond + General Liability)	\$43,546.36
updated to reflect the credited items	

COST SUMMARY SHEET

Scope: Omit original scope of removing all the old weirs from existing Gravity Thickeners.

1-LABOR

CATEGORY	HRS	RATE/HR	PREMIUM	SUBTOTAL	LINE TOTAL
SUPERINTENDENT				\$0.00	
FOREMAN				\$0.00	
LABORER	80	-\$55.81		(\$4,464.80)	
SUBTOTAL					(\$4,464.80)
15% MARKUP					(\$669.72)
SUBTOTAL WITH 15% MARKUP					(\$5,134.52)

2-MATERIALS

DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL	
Estimated Consumables- Saw B	1		\$ (125.00)	\$ (125.00)	
				\$ -	
				\$ -	
				\$ -	
				\$ -	
SUBTOTAL					\$ (125.00)
15% MARKUP					\$ (18.75)
SUBTOTAL WITH 5% MARKUP					-\$ 143.75

3-EQUIPMENT

CATEGORY	HRS	RATE	UNIT	SUBTOTAL	
PICK-UP TRUCK	0.0		HR	\$0.00	
SUBTOTAL					\$0.00
15% MARKUP					\$0.00
SUBTOTAL WITH 15% MARKUP					\$ -

5-BURDEN

CATEGORY	RATE	
BURDEN RATE	34.00%	(\$1,745.74)

TOTAL DEDUCTION -\$7,024.01



PCO #005

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

Project: 181016 - Nashua Primary Tank Upgrades
2 Sawmill Road
Nashua, New Hampshire 03060

Prime Contract Potential Change Order #005: Weirs & Baffles

Table with 4 columns: Field Name, Value 1, Field Name, Value 2. Rows include TO/FROM, PCO NUMBER/REVISION, REQUEST RECEIVED FROM, STATUS, REFERENCE, FIELD CHANGE, LOCATION, SCHEDULE IMPACT, PAID IN FULL, CONTRACT, CREATED BY, CREATED DATE, DATE SENT, PRIME CONTRACT CHANGE ORDER, ACCOUNTING METHOD, and TOTAL AMOUNT.

Methuen Construction (MC), hereby submits this PCO in accordance with the documentation referenced herein. It is expressly understood and agreed that this proposal is valid for the time as specified within this document from the date of the PCO. The Proposal is based upon current day construction costs and does not include escalation costs for any material items that are either volatile or market sensitive.

POTENTIAL CHANGE ORDER TITLE: Weirs & Baffles

CHANGE REASON: No Change Reason

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

CE #10 - PCO 005 Weirs & Baffles

Proposal for change of material requirements for FRP weir plates, as well as installation and recoating of existing weirs: Gasket: * Addition of 3/8" thick x 6" wide 40 durometer Shore A neoprene rubber to be mounted between new FRP weir and existing aluminum weir. 1 month for 2 Tanks- Set up staging, clearing debris, surface prep for painters, drilling wiers, site clean up after painting.

ATTACHMENTS:

181016-PCO#5 Weirs & Baffles-\$38,867.56.pdf_



Quote Name Q12266-Nashua, NH CO #1
 Created Date 8/26/2019
 Expiration Date 10/31/2019

Company Address 964 Douglas Pike
 Smithfield, RI 02917
 Phone (401) 231-3552
 Website www.fibfab.com

Prepared By Tim Streuli
 Phone (401) 231-3552
 Email tstreuli@fibfab.com

Quote To Name Anthony Crespo, Methuen Construction
 Email acrespo@methuenindustrial.com

PROJECT INFO

Project Name Nashua, NH Primary Tank Upgrade Project Location Nashua, NH

Product	Quote Line Description	Sales Price	Quantity	Total Price
Misc.	<p>Proposal for change of material requirements for FRP weir plates:</p> <p>Gasket: * Addition of 3/8" thick x 6" wide 40 durometer Shore A neoprene rubber to be mounted between new FRP weir and existing aluminum weir. * Gasket was not detailed in contract drawings or mentioned in the specification and has been requested by the project engineer after the purchase contract has been executed. * The engineer's request lists 30 durometer neoprene. As this product is not readily available, FFI proposes 40 durometer neoprene</p> <p>Fasteners: * Addition of fasteners due to the project engineer's request to decrease the spacing between fasteners from 24" to 12". * As 24" is the industry standard for weir plates on a round tank, this increases the number of fasteners required by 100%</p>	\$2,700.00	1.00	\$2,700.00
Grand Total		\$2,700.00		

- PE Stamp not included in quotation
- ** Price good for sixty (60) days from issue.
- ** Quoted price is for changes to required material/products for previous purchase order.
- ** Freight is included in quote.
- ** Terms - Net 30 days.

By : *Anthony Capo, Jr.*

Anthony Capo, Jr.
 (acapo@fibfab.com)



Consulting
Safety Audits
Safety Training
Safety Products
Experiential Training
Mobile Health Services
Environmental Services

“Leading Safety Beyond the 21st Century”

November 26, 2019

Methuen Construction
Anthony Crespo
Project Engineer
144 Main Street
Plaistow, NH 03865

RE: COATING REPAIR FOR WEIRS PRIMARY TANK NASHUA NH

Anthony,

Thank you for giving us the opportunity to quote your coating repair project. We are committed to providing our customers with the highest quality, safety and environmentally conscious field installation projects available in the professional coatings industry and we look forward to performing the scope of work for you.

Project address:
Nashua Waste Water
2 Saw Mill Rd
Nashua, NH 03063

JB Safety International, Inc. ♦ P.O. Box 476 ♦ Seguin, TX 78156 ♦ 281-857-7919 ♦ jeff@jbsafetyintl.com
<http://www.jbsafetyintl.com>



We are pleased to provide you with our proposal including the following sections:

- Section I: Scope of Work**
- Section II: Surface Preparation**
- Section III: Material Application**
- Section IV: Health, Safety and Environment**
- Section V: Quality Control and Assurance**
- Section VI: Schedule**
- Section VII: Clarifications and Requirements**
- Section VIII: Insurance**
- Section IX: Pricing**
- Section X: Terms & Conditions**
- Section XI: Warranty**
- Section XII: Acceptance**

Section I: Scope of Work

Prepare by mechanical blasting and coat with Sherwin Williams coatings system 163 ft of weirs of the Primary Tank for the city of Nashua waste water project.

- A. Protect all surface not being coated
- B. Clean to SSPC SP 10
- C. Prime and coat with 3coat system as per specs.
- D. Provide inspection report.
- E. Return area to broom clean condition.

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<http://www.jbsafetyintl.com>



- F. Owner to supply waste removal.
- G. Owner to supply scaffolding.
- H. Area to be free of materials, equipment and other obstacles. To be moved by owner.

Section II: Surface Preparation

Prepare surfaces in a professional manner so as to produce finish work of a quality appearance and durability. Abide by standards set forth by SSPC-Society of Protective Coatings and Painting & Decorating Contractors of America.

Prepare all surfaces as needed to an SSPC- SP 10.

The inspection parameters for the surface preparation shall be in accordance with The Society of Protective Coatings (SSPC), *SSPC 05-03, Surface Preparation Specifications and Practices, SSPC VIS 3, Guide and Reference Photographs for Steel Surfaces Prepared by Power and Hand Tool Cleaning.*

- Clean areas to SSPC SP 10.
- Solvent Cleaning to SSPC SP-1 as applicable.
- Protect adjacent surfaces, from paint drips or spatter.

SOCIETY OF PROTECTIVE COATINGS (SSPC) SURFACE PREPARATION STANDARDS

- Yes No {SP-1} Solvent Cleaning: Removal of oil, grease, dirt, soil, salts, and contaminants by cleaning with solvent, vapor, alkali, emulsion, or steam.
- Yes No {SP-2} Hand Tool Cleaning: Removal of loose rust, loose mill scale, and loose paint to degree specified by hand chipping, scraping, sanding, and wire brushing.
- Yes No {SP-3} Power Tool Cleaning: Removal of loose rust, loose mill scale, and loose paint to a degree specified by tool chipping, scraping, sanding, and wire brushing.

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- Yes No (SP-5) White Metal Blast Cleaning: Removal of all visible rust, mill scale, paint and foreign matter by blast cleaning by wheel or nozzle (dry or wet) using sand, grit, or shot for very corrosive atmospheres where high cost of cleaning is warranted.
- Yes No (SP-6) Commercial Blast Cleaning: Blast cleaning until at least two-thirds of the surface area is free of all visible residues or rather severe conditions of exposure.
- Yes No (SP-7) Brush Off Blast Cleaning: Blast cleaning of all surface area except tightly adhering residues of mill scale, rust, and coatings, exposing numerous, evenly distributed flecks of underlying metal.
- Yes No (SP-10) Near White Blast Cleaning: Blast cleaning nearly to White Metal cleanliness, until at least 95% of the surface area is free of all visible residues for high humidity, chemical atmosphere, marine, or other corrosive environments.
- Yes No (SP-13) Power Cleaning to Bare concrete: Complete removal of all scale, and paint by power tools with resultant surface profile.

Section III: Material Application

Apply high quality professional high-performance coating materials. Apply materials evenly and free from defects, so as to produce finish work of a quality appearance and durability.

Materials: All Technical Data Sheets and SDS Sheets will be provided to customer upon request.

AS PER SPECIFICATIONS FEDERAL SPECIFICATIONS.

Note: All of the above coating systems are high-performance coating systems. Final choice of product will be dependent on availability, job site restrictions and availability of products.

The inspection parameters for the application of each coat shall be in accordance with SSPC PA-2, *Measurement of Dry Coating Thickness with Magnetic Gages on Ferrous Substrates.*

NOTE: We reserve the right to modify the selection of coating manufacturers prior to commencing our field operations as long as they meet or exceed specified coating and meet with customer approval.

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<http://www.jbsafetyintl.com>



Section IV: Health, Safety & Environment

Our price includes having all our personnel properly trained pursuant to all state and federally mandated OSHA and EPA standards and they will have the necessary PPE and be fully trained and qualified within their respective trades, on the specific equipment they are working with, and the present and potential hazards associated with the industrial environment in which we are working in. Our price does not include the exposure of our personnel, to others or the environment to any previously applied coatings that contain any hazardous materials, including, but not limited to, lead, asbestos or cadmium containing compounds. If the presence of hazardous materials is unknown, we suggest samples of the existing coatings should be taken to ascertain and evaluate the levels, if any, of hazardous substances to insure compliance to all local, state and federal EPA and OSHA regulations. Our price includes all of our field personnel receiving a safety briefing at your location, provided by others to acquaint our staff with the specific health, safety and environmental considerations at the site, if necessary. Our pricing includes the proper handling and disposal of all waste materials we generate on the project in customer provided dumpster.

Section V: Quality Control and Assurance

This project will be assigned a NACE or SSPC Certified Coating Inspector for quality control purposes. Our corporate Quality Control (QC) programs are administered on an ongoing basis by a NACE or SSPC Level 3 Certified Coating Inspector. A site-specific inspection plan will be written and presented to you for your consideration and approval prior to the commencement of our scope of work at your written request.

Section VI: Schedule

Our pricing is based upon one mobilization to the site and continuing to proceed with our work on a full-time basis, in one mobilization, until project is completed. We anticipate the project taking 7 calendar days (weather permitting) in order to be in compliance to coating cure times and overcoat times.

Section VII: Clarifications and Requirements

1. Our standard work hours are Monday thru Friday, 8:00 AM to 4:30 PM but hours may be adjusted at the discretion of contractor to start as early as 6:00 AM and/or finish at sundown.

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<http://www.jbsafetyintl.com>



2. For this project we may be working on Saturday and Sunday to apply coatings.
3. We require an area to store our material and equipment that is protected from the elements.
4. We will require sanitary restroom and break room facilities for our crew.
5. We will leave the site in a broom clean condition.
6. Our price does include the disposal of all of our generated waste materials in dumpsters provided by owner.
7. Our price does not include repairing any damage to the installed coating system caused by the neglect, abuse or accidents of others.
8. Our price does not provide for the cost of dehumidification and dust collection equipment, if required.
9. Our price is based on customer providing any heat, lighting, water electricity or any other utilities.

Section VIII: Insurance

We have various levels of insurance as mandated by local, state and federal laws for the various jurisdictions we work in, including general liability, workmen's compensation and automobile coverage. All certificates of insurance will be presented prior to the commencement of our work to meet the minimum project specifications and list additional insured parties, if required.

Section IX: Pricing

We propose to furnish all of the labor, materials, lift, supervision and insurance necessary to complete the project as defined and presented in this proposal for the lump sum of:

\$ 11,000.00 (Eleven Thousand Dollars US)

Section X: Terms and Conditions

50% prior to mobilization, 50% on completion, 0.5%net 10

Our price does not include any local, state or federal acceptance of a formal contract.

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<http://www.jbsafetyintl.com>



Section XI: Warranty

JB Safety Intentional, Inc. warrants that all of our installations shall be free from defects in workmanship for a period of five (5) years after project completion. We expect the lifespan of the project to be significantly longer. Materials have their own warranty.

Section XII: Acceptance

I have read and understand this proposal. The above prices, specifications and conditions are satisfactory and I accept them. You are authorized to do the work as specified. Payment will be made as outlined above.

Thank you for the opportunity to quote this to you. If you have any question, please call.

Sincerely,

Jeff Beard
President



PCO #006

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

Project: 181016 - Nashua Primary Tank Upgrades
 2 Sawmill Road
 Nashua, New Hampshire 03060

Prime Contract Potential Change Order #006: Balancing Change Order

TO:	City of Nashua 229 Main Street Nashua New Hampshire, 03060	FROM:	Methuen Construction Co., Inc. 144 Main Street PO Box 980 Plaistow New Hampshire, 03865
PCO NUMBER/REVISION:	006 / 2	CONTRACT:	CS-330158-30 NASHUA PO 147380 - Nashua Primary Tank Upgrades Prime Contract
REQUEST RECEIVED FROM:	Joseph White (Methuen Construction Co., Inc.)	CREATED BY:	Kelly Rochford (Methuen Construction Co., Inc.)
STATUS:	Pending - In Review	CREATED DATE:	12/6 /2019
REFERENCE:		DATE SENT:	
FIELD CHANGE:	No	PRIME CONTRACT CHANGE ORDER:	None
LOCATION:			
SCHEDULE IMPACT:		ACCOUNTING METHOD:	Amount Based
PAID IN FULL:	No	TOTAL AMOUNT:	\$1,534.72

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

POTENTIAL CHANGE ORDER TITLE: Balancing Change Order

CHANGE REASON: No Change Reason

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

CE #11 - PCO 006 Balancing Change Order

Balancing change order to cover the markup loss in PCO #003 and #004. MCC was notified that the PCO markup structure was not acceptable. Originally Methuen had been marking up labor 15% and materials 10%, when it should have been markup up 15% for both. Methuen has also been marking up subcontractor costs at 5% in PCO #003 & #004 when it should have been 10%.

****REVISED 1/23/2020**

This PCO reflects the markup loss in PCO's 3&4. This PCO also includes the \$847.85 from PCO #3 which was not included on CO#3. Change Order #3 reflected a (\$-660.00) in our overall contract, when it should have been a (\$+847.85). This was noted and approved in an email discussion between Anthony Crespo and Wiley Little on 10/25/2019.

****REVISED 1/27/2020**

ATTACHMENTS:

PCO 006 Balancing PCO#3&4, CO#3 Revision.pdf _PCO.No 6- Balancing CO \$160.06.pdf

#	Cost Code	Description	Type	Amount	Burden Rate (34.00% Applies to Labor.)	Subtotal
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Doc #: 06
 Ref. Document: 181016-PCO#6
 Date: 22-Jan-20

PROJECT NAME: Nashua Primary Tank Upgrades

PROJECT NO: 181016
 PHASE

COST SUMMARY SHEET

Balancing PCO, PCO#3 not reflected on CO#3

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

Total Proposal (D + E + F + G): \$ 1,534.72

METHUEN CONSTRUCTION SUMMARY		
METHUEN CONSTRUCTION	Description	Amount
\$660.33	This (+)\$660.00, reflects balancing out the original (-)\$660.00 deducted in CO#3	\$ 660.33
\$160.06	This value is from the original PCO#6 for the markup loss on both PCO 3 & 4	\$ 160.06
\$847.85	This value us from the approved PCO #3	\$ 847.85
-\$133.52	This value is reflective of the difference from the original and revised PCO-004	\$ (133.52)
		\$ -
		\$ -
		\$ -
Total:		\$ 1,534.72

Balancing PCO, Credit Request missed on CO#3

Scope: This PCO reflects the markup loss in PCO's 3&4. This PCO also includes the \$847.85 from PCO#3 which was not included on CO#3. Change Order #3 reflected a (-660.00) in our overall contract, when it should have been a (+847.85). This was noted and approved in an email discussion between Anthony Crespo & Wiley Little 10/25/2019

1-LABOR

CATEGORY	HRS	RATE/HR	PREMIUM	SUBTOTAL	LINE TOTAL	TOTAL
SUPERINTENDENT		\$95.00		\$0.00		
FOREMAN		\$68.24		\$0.00		
LABORER		\$55.81		\$0.00		
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-MATERIALS

DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL
Estimated				
Consumables		\$ 500.00	\$ 500.00	\$ -
Dumpster / Disposal		\$ 750.00	\$ 750.00	\$ -
SUBTOTAL				\$ -

3-EQUIPMENT

CATEGORY	HRS	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		\$17.00	HR	\$0.00
FRONT END LOADER		\$66.40	HR	\$0.00
DOZER		\$54.42	HR	\$0.00
COMPACTOR (WALK BEHIND)		\$35.88	HR	\$0.00
ROAD SAW		\$35.88	HR	\$0.00
HYDRAULIC BREAKER		\$45.51	HR	\$0.00
CAT 420 BACKHOE		\$41.49	HR	\$0.00
FORKLIFT LULL		\$30.01	HR	\$0.00
COMPRESSOR 185CFM		\$15.08	HR	\$0.00
SISSOR LIFT 19'		\$4.18	HR	\$0.00
CORE DRILL		\$120.00	DAY	\$0.00
SUBTOTAL				

Balancing PCO, Credit Request missed on CO#3

Scope: This PCO reflects the markup loss in PCO's 3&4. This PCO also includes the \$847.85 from PCO#3 which was not included on CO#3. Change Order #3 reflected a (-660.00) in our overall contract, when it should have been a (+847.85). This was noted and approved in an email discussion between Anthony Crespo & Wiley Little 10/25/2019

4-SUPPLEMENTAL COSTS

DESCRIPTION	QTY	RATE	UNIT	SUBTOTAL
ASBUILT DRAWINGS				\$0.00
WARRANTIES				\$0.00
TESTING				\$0.00
ENGINEERING				\$0.00
LEGAL				\$0.00
TRAVEL				\$0.00
TEMP FACILITIES				\$0.00
STORAGE				\$0.00
ICE & WATER				\$0.00
FUEL				\$0.00
TELEPHONE				\$0.00
ELECTRICITY				\$0.00
OFFICE EQUIPMENT				\$0.00
SAFETY				\$0.00
SUBTOTAL				\$0.00

5-BURDEN

CATEGORY	RATE	
BURDEN RATE	34.00%	\$0.00

6-GC WORK TOTAL

SUBTOTAL (Item 1+2+3+4)

7-SUBCONTRACTORS WORK

SUBCONTRACTOR	UNIT COST	QTY	COST	TOTAL
	LS			\$0.00
SUBTOTAL				\$0.00

8-FEE

GC (15% X Items 1&5 + 10% X Items 2&3&4 + 5% X Item 7)

8-SUBTOTAL

*BOND (1% X Item8)
GENERAL LIABILITY (1% X Item 8)*

9-TOTAL (Item 8 + Bond + General Liability)

CITY OF NASHUA, NH
 PRIMARY TANK UPGRADES
 CHANGE ORDER NO. 3
 SUMMARY

ORIGINAL CONTRACT PRICE / DATE OF SUBSTANTIAL COMPLETION	\$	3,629,349.60	6/18/2010
CONTRACT PRICE / TIME PRIOR TO CHANGE ORDER	\$	3,654,318.31	6/18/2010
<u>Item No.</u>	<u>Description of Item</u>	<u>Add / Deduct</u>	
PCO-03	PCO No 3 - Credit Request for Reducing Plant Water Pump Panel Feeder	\$ (860.33)	0 days
PCO-04	PCO No 4 - MCC 2-Speed Starter	\$ 4,144.11	0 days
Net Contract Price Increase of this Change Order (PCO-02):		\$ 3,483.78	0 days
CONTRACT PRICE / TIME WITH ALL APPROVED CHANGE ORDERS:	\$	3,657,842.69	6/18/2010

Value should be \$4,010.59 based off the updated PCO No 4. That is reflected in this PCO.

Please note that this value should be 847.85.

Please note that this value should be 847.85.

847.85

it

PCO #	Original Dollar Amount \$	Corrected Dollar Amount \$	Loss \$
	(Labor 15%, Equipment 10%, Sub Markup 5%)	(Labor 15%, Equipment 15%, Sub Markup 10%)	

191916-Nashua Primary Tank Upgrades Markup Loss Backup Info

PCO #	Original Dollar Amount \$	Corrected Dollar Amount \$	Loss \$	
3	\$847.85 (Labor 15%, Equipment 10%, Sub Markup 5%)	\$873.97 (Labor 15%, Equipment 15%, Sub Markup 10%)	\$26.12	
4	3	\$4,010.59	\$4,144.53	\$229.93
4		\$4,010.59	\$4,144.53	\$229.93

TOTAL- \$160.06

TOTAL- \$160.06

Dan Dudley from NH DES has made the following comments below:

- Dan Dudley from NH DES has made the following comments below:
 - Methuen should not include Superintendent's time in future change orders that are based on General Condition 17.1.c (change order prices that are calculated based on labor, equipment and material cost). See yellow highlighted text in GC 17.2 below.
 - Methuen has been marking up labor by 15%, and equipment and materials by 10%. However, they are allowed to mark up all of these costs by 15%.
 - Methuen has been marking up subcontractor costs by 5%, but could charge higher markup as allowed by GC 17.3 (see below). Note that GC 17.3 does not allow the general contractor to mark up their subcontractor's markup. Some of the subcontractors (e.g. EIP and Lemire) break out their markup, which makes it easier to calculate markup. If the subcontractor does not break out their markup, the general contractor's markup can be calculated as follows: GC markup on subcontractor = allowable percentage from the last sentence of GC 17.3 (typically 10%) x subcontractor's markup. Note that if a change order includes multiple items, then the markup schedule in 17.3 applies separately to each item.

Based off his comments, the specifications call out an exact markup structure mentioned above. Moving forward, we will be marking up labor and material cost at 15%, and 10% markups for all our subcontractors.

Dan referenced the conditions below in section 17 of the General Conditions.
 Dan referenced the conditions below in section 17 of the General Conditions.

Electrical Building Relocation

Scope: Original excavation to find unknown electrical duct bank. Re-Excavation for new location of building and New utility trench locations. Core new hole and connect drainage to existing storm drain structure. Remove existing stairs (Reinstall of stairs is not covered in this PCO). Install new grout between new electrical building and stair tower. Site work costs credits for this PCO include removing all pavement requested in RFP 4 as well as all Contract pavement (not completed already) shown on contract drawing C-4

1-LABOR

CATEGORY	HRS	RATE/HR	PREMIUM	SUBTOTAL	TOTAL
FOREMAN	24	\$77.34		\$1,856.16	
LABORER	24	\$55.81		\$1,339.44	
SUBTOTAL					\$3,195.60

2-MATERIALS

DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL
Jersey Barriars		TBD	\$ -	\$ -
Sloped Grout	1		\$ 75.00	\$ 75.00
12" BWP Manhole Boot	1		\$ 83.34	\$ 83.34
SUBTOTAL				\$ 158.34

3-EQUIPMENT

CATEGORY	QTY	RATE	UNIT	SUBTOTAL
TOOL TRUCK	24.0	\$17.00	HR	\$408.00
CORE DRILL	1	\$120.00	DAY	\$120.00
SUBTOTAL				\$528.00

4-SUPPLEMENTAL COSTS

DESCRIPTION	QTY	RATE	UNIT	SUBTOTAL
SUBTOTAL				\$0.00

5-BURDEN

CATEGORY	RATE	TOTAL
BURDEN RATE	34.00%	\$1,086.50

6-GC WORK TOTAL

SUBTOTAL (Item 1+2+3+4+5)	\$4,968.44
---------------------------	------------

7-SUBCONTRACTORS WORK

SUBCONTRACTOR	UNIT COST	QTY	COST	TOTAL
ROADWAY EXCAVATORS	LS	1	\$7,025.00	\$7,025.00

Electrical Building Relocation

Scope: Original excavation to find unknown electrical duct bank. Re-Excavation for new location of building and New utility trench locations. Core new hole and connect drainage to existing storm drain structure. Remove existing stairs (Reinstall of stairs is not covered in this PCO). Install new grout between new electrical building and stair tower. Site work costs credits for this PCO include removing all pavement requested in RFP 4 as well as all Contract pavement (not completed already) shown on contract drawing C-4

SUBTOTAL	\$7,025.00
GC MARKUP (typically 10%) x (Subcontractor cost/1.15)	\$610.87
8-FEE	
GC (15% X Items 1&5 + 15% X Items 2&3&4 + 5%, 7.5% or 10% X Item 7)	\$1,356.14
8-SUBTOTAL	\$13,349.58
8-SUBTOTAL WITH CREDIT	\$5,153.79
BOND (1% X Item8)	\$51.54
GENERAL LIABILITY (1% X Item 8)	\$51.54
9-TOTAL (Item 8 + Bond + General Liability)	\$5,256.86

Relocate Electrical Building Deductions

Scope: Credit Note 3 (Abandon LPA). Credit Note 2 Hydrant is special order and is not returnable. Credit CB-1, Credit DMH-1.

1-LABOR

CATEGORY	HRS	RATE/HR	PREMIUM	SUBTOTAL	LINE TOTAL
SUPERINTENDENT				\$0.00	
FOREMAN	18	-\$77.34		(\$1,392.12)	
LABORER	18	-\$55.81		(\$1,004.58)	
SUBTOTAL					(\$2,396.70)
15% MARKUP					(\$359.51)
SUBTOTAL WITH 15% MARKUP					(\$2,756.21)

2-MATERIALS

DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL
Estimated				
Storm Drain Mater	1		\$ (189.00)	\$ (189.00)
6" SS Materials	1		\$ (1,547.20)	\$ (1,547.20)
Omit DMH-1	1		\$ (988.50)	\$ (988.50)
Omit CB-1	1		\$ (884.50)	\$ (884.50)
SUBTOTAL				\$ (3,609.20)
15% MARKUP				\$ (541.38)
SUBTOTAL WITH 15% MARKUP				-\$ 4,150.58

3-EQUIPMENT

CATEGORY	HRS	RATE	UNIT	SUBTOTAL
PICK-UP TRUCK	18.0	(\$17.00)	HR	-\$306.00
SUBTOTAL				(\$306.00)
15% MARKUP				(\$45.90)
SUBTOTAL WITH 15% MARKUP				-\$ 351.90

5-BURDEN

CATEGORY	RATE	TOTAL
BURDEN RATE	34%	(\$937.11)

TOTAL DEDUCTIONS **-\$8,195.79**



Bid Proposal for Nashua, NH - 6" Material

METHUEN CONSTRUCTION CO INC
Bid Date: 12/28/2019
Core & Main 1151853

Core & Main
83 Progress Ave
Springfield, MA 01104
Phone: 413-732-8400
Fax: 413-732-8411

Seq#	Qty	Description	Units	Price	Ext Price
10	20	6 N12 AASHTO STIB SOLID 20' DUAL WALL 06150020IB	FT	2.70	54.00
20	1	S406-12BWP-EX MH BOOT FOR 6"	EA	83.34	83.34
				Sub Total	137.34
				Tax	0.00
				Total	137.34

Branch Terms:

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES UPON THIRTY (30) CALENDAR DAYS' NOTICE TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

Roadway Excavators Inc.

P.O Box 227
Derry NH 03038
603-235-3740

Roadwayexcavates@aol.com

Estimate 1968
Date 2/3/2020

Estimate To
Methuen Construction Don Reynolds

Property Address
2 Sawmill st Nashua NH.

Quantity	Description;	Amount
	<ul style="list-style-type: none">• Additional electrical trenches due to interference with other underground utilities.	3500.00
	<ul style="list-style-type: none">• Excavation to find Unknown Electrical Duct Bank• Idle Equipment• Winter conditions due to delay• Removal and disposal of existing Pavement and 12" of existing subgrade.• Replace 6" Pavement, and 12" new compacted gravel based off the new electrical building location drawing.• Additional Mobilization in Spring	21,875.00 3,525.00



PROJECT NAME:

Nashua Primary Tank Upgrades

Doc #: PCO 8

Ref. Document:

Date: 9-Jan-20

PROJECT NO: 181016

PHASE

COST SUMMARY SHEET

PLC Processor Upgrade

A	MC Labor (Recap Sheet):	\$0.00
B	MC Materials, & Equipment (Recap Sheet):	\$0.00
C	MC Fee (A x 15%) + (B x 15%):	\$0.00
D	Subtotal MC Work (A + B + C):	\$ -
E	Total Subcontractors (Below):	\$2,725.50
F	MC Mark-up on Subcontractor Work (5%, 7.5% or 10%):	\$ 237.00
G	Bond (1%) and General Liability (1%):	\$59.25

Total Proposal (D + E + F + G): \$ 3,021.75

SUBCONTRACTOR SUMMARY

Subcontractor	Description	Amount
EII	PLC Processor Upgrade	\$ 2,725.50
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

Total Subcontractors: \$ 2,725.50

PLC Processor Upgrade

Scope: The A-B1769L33ER is the processor that was spect and will not work with the I/O required in PLC-8.
 A-B1769L36ERM is what is need to complete the PLC programming.

4-SUPPLEMENTAL COSTS					
DESCRIPTION	QTY	RATE	UNIT	SUBTOTAL	
ASBUILT DRAWINGS					\$0.00
WARRANTIES					\$0.00
TESTING					\$0.00
ENGINEERING					\$0.00
LEGAL					\$0.00
TRAVEL					\$0.00
TEMP FACILITIES					\$0.00
STORAGE					\$0.00
ICE & WATER					\$0.00
FUEL					\$0.00
TELEPHONE					\$0.00
ELECTRICITY					\$0.00
OFFICE EQUIPMENT					\$0.00
SAFETY					\$0.00
SUBTOTAL					\$0.00

5-BURDEN			
CATEGORY	RATE		
BURDEN RATE	34.00%		\$0.00

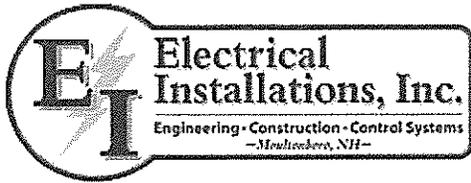
6-GC WORK TOTAL	
SUBTOTAL (Item 1+2+3+4)	\$0.00

7-SUBCONTRACTORS WORK					
SUBCONTRACTOR	UNIT COST	QTY	COST	TOTAL	
EII- Labor	LS	1	\$55.00		\$55.00
EII- Material	LS	1	\$2,315.00		\$2,315.00
EII- Markup	LS	1	\$355.50		\$355.50
SUBTOTAL					\$2,370.00
SUBTOTAL WITH MARKUP					\$2,725.50

8-FEE	
GC (15% X Items 1&5 + 15% X Items 2&3&4 + 5%, 7.5% or 10% X Item 7,	\$237.00

8-SUBTOTAL	
	\$2,962.50

BOND (1% X Item 8)	\$29.63
GENERAL LIABILITY (1% X Item 8)	\$29.63
9-TOTAL (Item 8 + Bond + General Liability)	\$3,021.75



MAIN OFFICE
 397 Whittier Highway
 Moultonboro, NH 03254
 603-253-4525
 FAX 603-253-6284

BRANCH OFFICE
 930B American Legion Hwy
 Westport, MA 02790
 508-636-8600
 FAX 508-636-8650

VT License EM-2667 ME License 7905 NH License 46C MA License 221MR

Potential Change Order Request

18101 — Nashua, NH - WWTF Primary Tank Upgrade
 (DB Rates)

Subject: PLC Processor upgrade for
 required I/O

To Anthony Crespo
 Methuen Construction

Number: 18101-CO-003
 Revision Number: 0
 Date: 1/3/2020

Return To Chuck Fritz
 Electrical Installations, Inc.
 245 Charlotte Street
 Manchester, NH 03103
 603-520-0513
 935-7862 (FAX)
 chuck.fritz@eii-hq.com

Work Type: Price / Do Not
 Proceed
 Days Valid: 5

Comments / Time Extension Request

The A-B1769L33ER is the processor that was spect and will not work with the I/O required in PLC-8
 A-B1769L36ERM is what is need to complete the PLC programming.

Details

Description	Cost / Rate	Qty / Hrs	Workers	Ext
Clerical	\$55.00	1.00 Hrs	1.00	\$55.00
Electrician	\$95.00	0.00 Hrs	0.00	\$0.00
Engineer Programmer	\$110.00	0.00 Hrs	0.00	\$0.00
Panel Shop	\$65.00	0.00 Hrs	0.00	\$0.00
A-B1769L36ERM	\$5,490.00	1.00 EACH	-	\$5,490.00
A-B1769L33ER	(\$3,175.00)	1.00 EACH	-	(\$3,175.00)

Breakout

Labor : \$55.00
 Gross Margin Percent @ 15%: \$8.25
 Material : \$2,315.00

Gross Margin Percent @ 15%: \$347.25

Total: \$2,725.50

Reservation of Rights

This price does not include any amount for impacts such as interference, disruptions, rescheduling, changes in the sequence of work, delays and/or associated acceleration. We expressly reserve the right to submit our request for any of these items.

Signed By: _____

Dated: 1/3/2020



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

April 30, 2020
Memo #20-104

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: ENERGY RECOVERY UPGRADES – CHANGE ORDER 6 (VALUE: \$5,619)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER

Please see the attached communication from David L. Boucher, Superintendent Wastewater Department dated April 23, 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 (April 23, 2020 meeting) and the Purchasing Department recommend this change order in the amount **\$5,619** to **Methuen Construction, of Plaistow, NH.**

Respectfully,

A handwritten signature in black ink, appearing to read 'Dan Kooker'.

Dan Kooker
Purchasing Manager

Cc: D Boucher L Fautuex

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 23, 2020
From: David L. Boucher, Superintendent
Wastewater Department
Re: Energy Recovery Upgrade – Methuen Construction Change Order #6

A. Motion: To approve Change Order #6 to the Energy Recovery Upgrade contract with Methuen Construction Company of Plaistow, NH in an amount not to exceed \$5,619.29 for structural support modifications to the energy recovery room. Funding will be through: Department: 169- Wastewater; Fund: Wastewater; Activity: Energy Recovery Upgrade Project.

Attachment: Change Order #6

Discussion: The energy recovery upgrade project involves upgrading all the major components in the energy recovery room with new generators, piping, heat exchangers, pumps, controls and associated electrical components. The contract with Methuen Construction was originally in the amount of \$1,787,378. Change orders 1 thru 5 were for various modifications to the original layout largely due to unforeseen building conflicts and/or additional items (pumps, electrical sizing) required by the equipment manufacturer (Milton CAT) that came after the project was bid and approved. The total of change orders 1-5 is \$118,590.98 with a new contract value of \$1,905,968.98.

Change order 6 consists of 2 items. The first item (PCO015) is for supports for 2 ground level heat exchangers. Normally a vendor supplied heat exchanger comes with supports attached to it which can be fastened into a concrete pad. That was not the case and the contractor has to fabricate and install supports in an amount of \$3,372.53. The second item (PCO016) is for supports to mount the jacket water pumps to the ceiling. The contractor was informed by supplier Milton CAT after the work started that it would be necessary to install the jacket water pumps. This was not part of the Contractor's scope and costs for this work is in an amount of \$2,246.76.

CHANGE ORDER

No. 006

PROJECT: Energy Recovery Upgrade DATE OF ISSUANCE: 3/12/20
 OWNER: City of Nashua, NH
229 Main St, Nashua, NH
 (Address)
 CONTRACTOR: Methuen Construction Co., Inc OWNER's Project No. IFB0501-091618
 CONTRACT FOR: Energy Recovery Upgrade ENGINEER Waldron Engineering & Construction, Inc.
 at Nashua NH Wastewater Treatment ENGINEER's Project No. 359.01

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

Description:

Purpose of Change Order:

Justification: Refer to attached summary and PCO reviews for project PCOs 015 & 016

Attachments: (List documents supporting change)

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIME
Original Contract Price \$ <u>1,787,378.00</u>	Original Contract Time <u>280 (final completion)</u> (days or date)
Previous Change Orders \$ <u>118,590.98</u>	Net change from previous Change Orders <u>10</u> (days)
Contract Price prior to this Change Order \$ <u>1,905,968.98</u>	Contract Time prior to this Change Order <u>290 (final completion)</u> (days or date)
Net Increase (Decrease) of this Change Order \$ <u>5,619.29</u>	Net Increase (decrease) this Change Order <u>0</u> (days)
Contract Price with all approved Change Orders \$ <u>1,911,588.27</u>	Contract Time with all Change Orders <u>290 (final completion)</u> (days or date)

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

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

RECOMMENDED: APPROVED: APPROVED: APPROVED:
 By: [Signature] By: _____ By: _____ By: _____
 Engineer Owner Contractor NHDES
3/12/20 _____ _____ _____
 Date Date Date Date

WALDRON ENGINEERING & CONSTRUCTION, INC.

To: William Keating, P.E., Project Engineer, Nashua Wastewater Treatment Facility
From: Erich L. Gustenhoven, P.E., Waldron Engineering & Construction, Inc.
Date: March 9, 2020
Re: Change Order Request Review 015
NWWTF Energy Recovery Upgrade Project
Attachments: Methuen Construction PCO-015 HX Supports

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 providing support stands for HW-HX1 & 2.

Summary Review

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	n/a	n/a	0
Original Cost	Cost Adjustment claim	Direct Cost Impact Assessment	Cost Adjustment Recommended
None	\$3,372.53	\$2,552.00 to \$3,828.00	\$3,372.53

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.

Specifically, Methuen constructed support stands for HW-HX1 & HX2 which was not part of their original work scope. These heat exchangers were provided by the reciprocating engine vendor. The original design expected these heat exchangers to be provided with a built-in base with anchor holes. However, this was not specified explicitly. The heat exchangers were provided without this accessory and this required field coordination to resolve. Due to the lead time associated with ordering a catalog component, Waldron recommended Methuen field fabricate the support stands. Refer to RFI-046.

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
\$3,372.53	\$2,900 (includes materials & equipment)*	15% on MC Work 10% on Subs (<\$50k) 7-1/2% on Subs (\$50-100k) 5% on Subs (>100k)	\$2,552.00 to \$3,828.00
*Market Value Assessment=\$2,320 to \$3,480 (+/- 20%)			
** This review assumes all labor performed by subcontractors. See below.			

Detailed Review-Superintendent Labor Hours

The General Contractor did not claim any superintendent labor hours.

Detailed Review-General Contractor Markup

The General Contractor is permitted to mark-up his subcontractor'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. Additionally, Methuen may not markup their subcontractor's markup. In this PCO, Methuen applied markup correctly, we take no exception.

Detailed Review-Schedule

Methuen did not make a claim for schedule adjustment and as such no review was conducted.

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	n/a	n/a	0

Conclusion

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

Waldron recommends approving \$3,372.53 of the claim as noted above 0 days of schedule relief.

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

Sincerely
Waldron Engineering & Construction, Inc.

Erich L Gustenhoven, P.E.



PCO #015

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

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

Prime Contract Potential Change Order #015: HW Heat Exchanger 1 & 2 Support Frame

TO:	City of Nashua 229 Main Street Nashua New Hampshire, 03060	FROM:	Methuen Construction Co., Inc. 144 Main Street PO Box 980 Plaistow New Hampshire, 03865
PCO NUMBER/REVISION:	015 / 0	CONTRACT:	IFB0501-090618 NASHUA PO #146861 - Nashua Energy Recovery Upgrade
REQUEST RECEIVED FROM:		CREATED BY:	Denise Freudenberg (Methuen Construction Co., Inc.)
STATUS:	Pending - In Review	CREATED DATE:	2/28 /2020
REFERENCE:		DATE SENT:	3/5/2020
FIELD CHANGE:	No	PRIME CONTRACT CHANGE ORDER:	None
LOCATION:			
SCHEDULE IMPACT:		ACCOUNTING METHOD:	Amount Based
PAID IN FULL:	No	TOTAL AMOUNT:	\$3,372.53

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

POTENTIAL CHANGE ORDER TITLE: HW Heat Exchanger 1 & 2 Support Frame

CHANGE REASON: No Change Reason

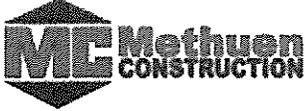
POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #037 - PCO 15 HW Heat Exchanger 1 & 2 Support Frame
 HW Heat Exchanger 1 & 2 Support Frame

ATTACHMENTS:

PCO No 15- HW HX1&2 Support Frames.pdf

#	Cost Code	Description	Type	Amount	Burden Rate (43.00% Applies to Labor.)	Subtotal
1	01-2030 - Office/Storage Rental	SUBCONTRACTORS WORK	Subcontract or	\$ 1,880.00	\$ 0.00	\$1,880.00
2	01-0530 - SUPERINTE NDENT	LABOR	Labor	\$ 446.48	\$ 191.99	\$638.47
3	01-0100 - BOND	MATERIALS & EQUIPMENT	Material	\$ 459.73	\$ 0.00	\$459.73



Subtotal:	\$2,786.21	\$191.99	\$2,978.20
GC Work Total Fee - Labor: 15.00% Applies to Labor.			\$ 95.77
GC Work Total Fee - Material & Equipment: 15.00% Applies to Other, Material, and Equipment.			\$ 68.96
GC Subcontractors Work Fee: ≈ 8.7% Applies to Subcontractor.			\$ 163.47
Bond & General Liability: 2.00% Applies to Other, Material, Committed Costs, Labor, Rental Equipment Relief, Equipment, Subcontractor, and Burden.			\$ 68.13
Grand Total:			\$3,372.53

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

City of Nashua
 229 Main Street
 Nashua, New Hampshire 03060

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

 SIGNATURE DATE

 SIGNATURE DATE

 SIGNATURE DATE



Doc #: PCO 15
 Ref. Document:
 Date: 28-Feb-20

PROJECT NAME: Nashua Energy Recovery

PROJECT NO: 181012
 PHASE

COST SUMMARY SHEET

HW Heat Exchanger 1 & 2 Support Frame

A	MC Labor (Recap Sheet):	\$638.466
B	MC Materials, & Equipment (Recap Sheet):	\$459.730
C	MC Fee (A x 15%) + (B x 15%):	\$164.729
D	Subtotal MC Work (A + B + C):	\$1,262.926
E	Total Subcontractors (Below):	\$1,880.000
F	MC Mark-up on Subcontractor Work (5%, 7.5% or 10%):	\$163.470
G	Bond (1%) and General Liability (1%):	\$66.128

Total Proposal (D + E + F + G): \$3,372.524

SUBCONTRACTOR SUMMARY

Subcontractor	Description	Amount
JPW	Fabricate HW HX1&2 Support Frame	\$ 1,880.00
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -

Total Subcontractors: \$ 1,880.00

HW Heat Exchanger 1 & 2 Support Frame

Scope: Fabricate, install, and paint 2 Support Frames for HW HX 1 & 2. These frames will be fabricated in accordance to Waldrons drawing on RFI #46.

1-LABOR							
CATEGORY	HRS	RATE/HR	PREMIUM	SUBTOTAL	LINE TOTAL	TOTAL	
FOREMAN		\$68.24		\$0.00			
LABORER	8	\$55.81		\$446.48	1 laborer, 1 day		
CARPENTER		\$68.72		\$0.00			
SUPERINTENDENT		\$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						\$446.48	

2-MATERIALS					
DESCRIPTION	QTY	UNIT	UNIT COST	SUBTOTAL	
PLATE HR 436 1/4" 820	1	EA	\$ 142.00	\$ 142.00	
PLATE HR 436 1/4" 820	1	EA	\$ 143.00	\$ 143.00	
ANGLE HR 3 X 3 X 1/4"	1	EA	\$ 52.00	\$ 52.00	
Rustoleum Heat Resistant Coating	1	EA	\$ 59.59	\$ 59.59	
Rustoleum Solvent Primer	1	EA	\$ 63.14	\$ 63.14	
SUBTOTAL					\$ 459.73

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		\$17.00	HR	\$0.00
FRONT END LOADER		\$66.40	HR	\$0.00
DOZER		\$54.42	HR	\$0.00
COMPACTOR (WALK BEHIND)		\$35.88	HR	\$0.00
ROAD SAW		\$35.88	HR	\$0.00
HYDRAULIC BREAKER		\$45.51	HR	\$0.00
CAT 420 BACKHOE		\$41.49	HR	\$0.00
FORKLIFT LULL		\$30.01	HR	\$0.00
COMPRESSOR 185CFM		\$15.08	HR	\$0.00
STAGING		\$500.00	LS	\$0.00
CORE DRILL		\$120.00	DAY	\$0.00
SUBTOTAL				\$0.00

HW Heat Exchanger 1 & 2 Support Frame

Scope: Fabricate, install, and paint 2 Support Frames for HW HX 1 & 2. These frames will be fabricated in accordance to Waldrons drawing on RFI #46.

4-SUPPLEMENTAL COSTS				
DESCRIPTION	QTY	RATE	UNIT	SUBTOTAL
ASBUILT DRAWINGS				\$0.00
WARRANTIES				\$0.00
TESTING				\$0.00
ENGINEERING				\$0.00
LEGAL				\$0.00
TRAVEL				\$0.00
TEMP FACILITIES				\$0.00
STORAGE				\$0.00
ICE & WATER				\$0.00
FUEL				\$0.00
TELEPHONE				\$0.00
ELECTRICITY				\$0.00
OFFICE EQUIPMENT				\$0.00
SAFETY				\$0.00
SUBTOTAL				\$0.00

5-BURDEN		
CATEGORY	RATE	
BURDEN RATE	43.00%	\$191.99

6-GC WORK TOTAL	
SUBTOTAL (Item 1+2+3+4)	\$1,098.20

7-SUBCONTRACTORS WORK				
SUBCONTRACTOR	UNIT COST	QTY	COST	TOTAL
JPW- Labor	LS	1	\$1,634.78	\$1,634.78
JPW-Markup	LS	1	\$245.22	\$245.22
SUBTOTAL			\$1,634.78	\$1,634.78
SUBTOTAL WITH MARKUP			\$1,880.00	\$1,880.00

8-FEE	
GC (15% X Items 1&5 + 15% X Items 2&3&4 + 5%, 7.5% or 10% X Item 7)	\$328.21

8-SUBTOTAL	
	\$3,306.40
BOND (1% X Item 8)	\$33.06
GENERAL LIABILITY (1% X Item 8)	\$33.06
9-TOTAL (Item 8 + Bond + General Liability)	\$3,372.53

Johnson's Precision Welding, Inc.
37 Allison Park
Brewer, Maine 04412
(207) 570-2022
JPWelding5@gmail.com

Quote: Nashua ERU Supports

February 25, 2020

Methuen Construction
Attn: Anthony Crespo
144 Main Street
P.O. Box 980
Plaistow, NH 03865
ACrespo@methuenconstruction.com

Price includes fabrication of 4 DG exterior supports materials supplied by others.

Lump Sum Total:

\$1,750.00

Price includes fabrication of 2 HEX supports. Materials supplied by others.

Lump Sum Total:

\$1,880.00

Thank you for the opportunity to bid the work.

Sincerely,

Matthew A. Johnson
Johnson's Precision Welding, Inc.

Net 15 days, no retainage

MILL METALS CORPORATION
 62 MAPLE STREET
 MANCHESTER, NH 03103
 (603) 626-7351

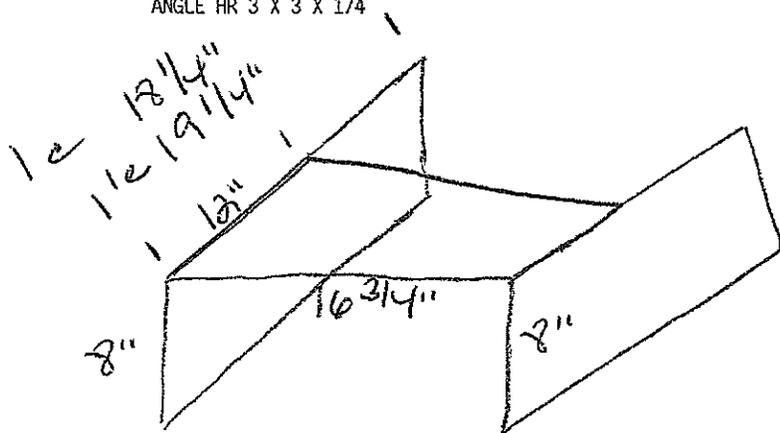
QUOTATION	NUMBER #2053971	PAGE 1	DATE 02/19/2020
SALESPERSON: NICOLE HUDON	Territory: FFF		EXPIRES: 02/19/2020
SHIP VIA:	DRIVER:		CUST ID: 004497
CUST P.O.#: 181012/ANTHONY	COMMENTS:		

QUOTED TO:
 METHUEN CONSTRUCTION :)
 144 MAIN STREET
 PO BOX 980
 PLAISTOW, NH 03865

SHIP TO:
 SAME

6000 LBS. MAX BUNDLES**

LINE	QTY	ITEM ID/NAME	WIDTH	LENGTH	UNITS	PRICE	TOTAL
1	1.00 PCS	P3614820 PLATE HR A36 1/4" 820 *CUT & FORM CHANNEL PER DWG.	2' 8-3/4"	1' 6-1/4"	1.000 EACH	142.00/EACH	142.00
2	1.00 PCS	P3614820 PLATE HR A36 1/4" 820 *CUT & FORM CHANNEL PER DWG.	2' 8-3/4"	1' 7-1/4"	1.000 EACH	143.00/EACH	143.00
3	1.00 PCS	A3314 ANGLE HR 3 X 3 X 1/4		20'	1.000 EACH	52.00/EACH	52.00



[END ORDER]

PHONE #: 603-328-2222

FAX #: 603-328-2233

TAX ID:	TOTAL:	200.24 LBS	SUBTOTAL	337.00
TERMS: NET 30			TOTAL	337.00
				0.00



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

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

HW-HX 1 & 2 Support

TO:	Mat Chadwick (Waldron Engineering & Construction, Inc.) <i>(Response Required)</i>	FROM:	Anthony Crespo (Methuen Construction Co., Inc.) 144 Main St, PO Box 980 Plaistow, New Hampshire 03865
DATE INITIATED:	12/16/2019	STATUS:	Open
LOCATION:	Energy Recovering Building	DUE DATE:	12/21/2019
PROJECT STAGE:		COST CODE:	
SUB JOB:		SCHEDULE IMPACT:	
COST IMPACT:		SPEC SECTION:	
DRAWING NUMBER:		REFERENCE:	
LINKED DRAWINGS:			

RECEIVED FROM: Don Hutchinson (Methuen Construction Co., Inc.)

COPIES TO:

Mat Chadwick (Waldron Engineering & Construction, Inc.), Anthony Crespo (Methuen Construction Co., Inc.), David Forbes (Waldron Engineering & Construction, Inc.), Denise Freudenberg (Methuen Construction Co., Inc.), Erich Gustenhoven, P.E. (Waldron Engineering & Construction, Inc.), Kelly Rochford (Methuen Construction Co., Inc.), Jeremy Smith, P.E. (Waldron Engineering & Construction, Inc)

Question from Anthony Crespo (Methuen Construction Co., Inc.) at 01:50 PM on 12/16/2019

Hello,

Both HW HX 1 & 2 do not have any supports supplied. What is the method Methuen should use to support the installation of the Exchangers?

Thanks,

Official Response: Erich Gustenhoven, P.E. (Waldron Engineering & Construction, Inc.) responded on Monday, January 20th, 2020 at 12:44PM EST

Refer to attached as requested.

Attachments:

[Waldron HX Stand Sketch.pdf](#)

Official Response: Mat Chadwick (Waldron Engineering & Construction, Inc.) responded on Monday, December 30th, 2019 at 10:37AM EST

Attached see a page from the API Heat Transfer catalog. Provide mounting bracket to support heat exchangers. Contact manufacturer to confirm correct part number for the mounting bracket for the supplied heat exchangers. Submit cost to owners for bracket.

Thanks,
 Mat Chadwick

Attachments:

[TTP-BP Series Brochure US-API-2014-pdf.pdf](#)

All Replies:

Response from Mat Chadwick (Waldron Engineering & Construction, Inc) at 09:41 AM on 02/11/2020

Refer to E. Gustenhoven response from 1/20/20.

Attachments:



Response from Erich Gustenhoven, P.E. (Waldron Engineering & Construction, Inc) at 12:44 PM on 01/20/2020

Refer to attached as requested.

Attachments:

[Waldron HX Stand Sketch.pdf](#)

Response from Erich Gustenhoven, P.E. (Waldron Engineering & Construction, Inc) at 04:21 PM on 01/17/2020

Methuen support stand sketch attached. Approved, no exceptions.

Attachments:

[MC HX Stand Sketch.PDF](#)

Response from Erich Gustenhoven, P.E. (Waldron Engineering & Construction, Inc) at 06:59 AM on 01/03/2020

Per conversation yesterday PM with D Hutchinson a field fabricated support is preferred for cost and schedule reasons. Methuen to provide sketch of support frame for Waldron approval. Frame may be constructed from angle, channel, plate, or similar steel shapes and shall be bolted to the floor.

Attachments:

Response from Anthony Crespo (Methuen Construction Co., Inc.) at 08:58 AM on 12/31/2019

Hello,

We do not own having to supply or select which bracket to use. It would be best if the engineer, who will have final approval, to be the ones to select the proper product. We did not capture these costs to track down this item.

Thanks,

Attachments:

Response from Mat Chadwick (Waldron Engineering & Construction, Inc) at 10:37 AM on 12/30/2019

Attached see a page from the API Heat Transfer catalog. Provide mounting bracket to support heat exchangers. Contact manufacturer to confirm correct part number for the mounting bracket for the supplied heat exchangers. Submit cost to owners for bracket.

Thanks,
Mat Chadwick

Attachments:

[TTP-BP Series Brochure US-API-2014-pdf.pdf](#)

Response from Anthony Crespo (Methuen Construction Co., Inc.) at 10:25 AM on 12/23/2019

It is to our understanding that the city is to supply these supports along with the Heat Exchangers. Can you please specify which stands would you like to use so we can get an accurate cost for these.

Attachments:

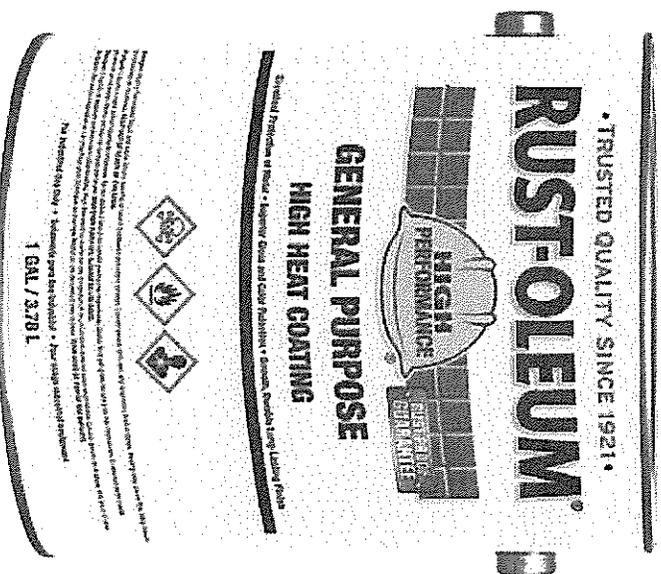
Response from Erich Gustenhoven, P.E. (Waldron Engineering & Construction, Inc) at 04:14 PM on 12/17/2019

Recommend that stands/supports are purchased from the manufacturer.

Alternately stands may be field fabricated from angle iron or similar.

Advise if additional information is needed.

Attachments:



Hover or click to zoom

RUST-OLEUM

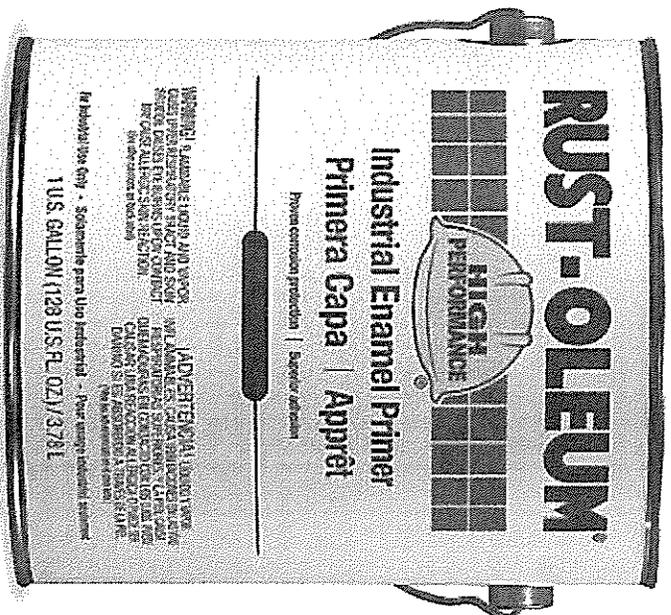
Heat Resistant Coating, 1gal

ZORO #: G0412225 MFR #: 286501

★★★★★ 1 Review | [Write a Review](#)

\$59.59

- Color Family: Aluminum / Metallic
 - Paint and Primer Sub Category: Heat Coating
 - Standards: MPI #22 Certified
- [See full product details](#)



RUST-OLEUM

1 gal. Gray Solvent Primer

ZORO #: G3484065 MFR #: 1060402

★ ★ ★ ★ ★ No Reviews | [Write the First Review](#)

\$63.14

- Dry Time Tack Free: 3 to 5 hr.
- Paint Primer, Sealers & Rust Reformers Item: Primer
- Size: 1 gal.

[See full product details](#)

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
\$2,246.76	\$2,900 (includes materials & equipment)*	15% on MC Work 10% on Subs (<\$50k) 7-1/2% on Subs (\$50-100k) 5% on Subs (>100k)	\$2,552.00 to \$3,828.00
* Market Value Assessment =\$2,320 to \$3,480 (+/- 20%)			
** This review assumes all labor performed by subcontractors. See below.			

Detailed Review-Superintendent Labor Hours

The General Contractor did not claim any direct labor hours for his superintendent. The scope of work was performed by laborers.

Detailed Review-General Contractor Markup

The General Contractor self-performed this task and did not apply markup.

Detailed Review-Schedule

Methuen did not make a claim for schedule adjustment and as such no review was conducted.

Original Schedule	Schedule Adjustment claim	Direct Schedule Impact Assessment	Schedule Claim Recommended
None	n/a	n/a	0

Conclusion

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

Waldron recommends approving \$2,246.76 of the claim as noted above 0 days of schedule relief.

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

Sincerely
Waldron Engineering & Construction, Inc.

Erich L Gustenhoven, P.E.



PCO #016

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

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

Prime Contract Potential Change Order #016: JWP Install

TO:	City of Nashua 229 Main Street Nashua New Hampshire, 03060	FROM:	Methuen Construction Co., Inc. 144 Main Street PO Box 980 Plaistow New Hampshire, 03865
PCO NUMBER/REVISION:	016 / 0	CONTRACT:	IFB0501-090618 NASHUA PO #146861 - Nashua Energy Recovery Upgrade
REQUEST RECEIVED FROM:		CREATED BY:	Denise Freudenberg (Methuen Construction Co., Inc.)
STATUS:	Pending - In Review	CREATED DATE:	3/5 /2020
REFERENCE:		DATE SENT:	3/5/2020
FIELD CHANGE:	No	PRIME CONTRACT CHANGE ORDER:	None
LOCATION:			
SCHEDULE IMPACT:		ACCOUNTING METHOD:	Amount Based
PAID IN FULL:	No	TOTAL AMOUNT:	\$2,246.76

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

POTENTIAL CHANGE ORDER TITLE: JWP Install

CHANGE REASON: No Change Reason

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

CE #039 - JWP Install

The 2 Jacket Water Pumps, tying into each of the generator engines were not shown on contract drawings. The scope of work to install these pumps consisted of cutting unistrut to match the width of WHB 1 & 2. Two pieces of unistrut were cut at 3'2" to rest parallel from each other across the top of each WHB frame. Upon cutting the unistrut to size, it was then anchored into the WHB frames. Each JWP were then bolted to the unistrut, and supported by threaded rod anchored to the unistrut support system in the ceiling. This method of install was done on both frames, requiring 2 laborers and 1.5 days worth of work.

ATTACHMENTS:

PCO No 16- JWP Install.pdf

#	Cost Code	Description	Type	Amount	Burden Rate (43.00% Applies to Labor.)	Subtotal
1	001-0002 - Sick Time	Labor	Labor	\$ 1,339.44	\$ 575.96	\$1,915.40
Subtotal:				\$1,339.44	\$575.96	\$1,915.40
GC Work Total Fee - Labor: 15.00% Applies to Labor.						\$ 287.31



GC Work Total Fee - Material & Equipment: 15.00% Applies to Other, Material, and Equipment.	\$ 0.00
GC Subcontractors Work Fee: 10.00% Applies to Subcontractor.	\$ 0.00
Bond & General Liability: 2.00% Applies to Other, Material, Committed Costs, Labor, Rental Equipment Relief, Equipment, Subcontractor, and Burden.	\$ 44.05
Grand Total:	\$2,246.76

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

City of Nashua
 229 Main Street
 Nashua, New Hampshire 03060

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

 SIGNATURE DATE

 SIGNATURE DATE

 SIGNATURE DATE

Doc #: PCO 16
 Ref. Document:
 Date: 28-Feb-20

PROJECT NAME: Nashua Energy Recovery

PROJECT NO: 181012
 PHASE

COST SUMMARY SHEET

JWP Install

A	MC Labor (Recap Sheet):	\$1,915.40
B	MC Materials, & Equipment (Recap Sheet):	\$0.00
C	MC Fee (A x 15%) + (B x 15%):	\$287.31
D	Subtotal MC Work (A + B + C):	\$ 2,202.71
E	Total Subcontractors (Below):	
F	MC Mark-up on Subcontractor Work (5%, 7.5% or 10%):	
G	Bond (1%) and General Liability (1%):	\$44.05

Total Proposal (D + E + F + G): \$ 2,246.76

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

Total Subcontractors: \$ -

JWP Install

Scope: The 2 Jacket Water Pumps, tying into each of the generator engines were not shown on contract drawings. The scope of work to install these pumps consisted of cutting unistrut to match the width of WHB 1 & 2. Two pieces of unistrut were cut at 3'2" to rest parallel from each other across the top of each WHB frame. Upon cutting the unistrut to size, it was then anchored into the WHB frames. Each JWP were then bolted to the unistrut, and supported by threaded rod anchored to the unistrut support system in the ceiling. This method of install was done on both frames, requiring 2 laborers and 1.5 days worth of work.

1-LABOR							
CATEGORY	HRS	RATE/HR	PREMIUM	SUBTOTAL	LINE TOTAL	TOTAL	
FOREMAN		\$68.24		\$0.00			
LABORER	24	\$55.81		\$1,339.44	2 laborers, 1.5 days		
CARPENTER		\$68.72		\$0.00			
SUPERINTENDENT		\$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						\$1,339.44	

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

3-EQUIPMENT					
CATEGORY	QTY	RATE	UNIT	SUBTOTAL	
EXCAVATOR PC300		\$180.35	HR	\$0.00	
EXCAVATOR CAT 330		\$100.37	HR	\$0.00	
EXCAVATOR CAT 320		\$68.71	HR	\$0.00	
DUMP TRUCK		\$61.23	HR	\$0.00	
TOOL TRUCK		\$17.00	HR	\$0.00	
FRONT END LOADER		\$66.40	HR	\$0.00	
DOZER		\$54.42	HR	\$0.00	
COMPACTOR (WALK BEHIND)		\$35.88	HR	\$0.00	
ROAD SAW		\$35.88	HR	\$0.00	
HYDRAULIC BREAKER		\$45.51	HR	\$0.00	
CAT 420 BACKHOE		\$41.49	HR	\$0.00	
FORKLIFT LULL		\$30.01	HR	\$0.00	
COMPRESSOR 185CFM		\$15.08	HR	\$0.00	
STAGING		\$500.00	LS	\$0.00	
CORE DRILL		\$120.00	DAY	\$0.00	
SUBTOTAL					\$0.00

JWP Install

Scope: The 2 Jacket Water Pumps, tying into each of the generator engines were not shown on contract drawings. The scope of work to install these pumps consisted of cutting unistrut to match the width of WHB 1 & 2. Two pieces of unistrut were cut at 3'2" to rest parallel from each other across the top of each WHB frame. Upon cutting the unistrut to size, it was then anchored into the WHB frames. Each JWP were then bolted to the unistrut, and supported by threaded rod anchored to the unistrut support system in the ceiling. This method of install was done on both frames, requiring 2 laborers and 1.5 days worth of work.

4-SUPPLEMENTAL COSTS					
DESCRIPTION	QTY	RATE	UNIT	SUBTOTAL	
ASBUILT DRAWINGS					\$0.00
WARRANTIES					\$0.00
TESTING					\$0.00
ENGINEERING					\$0.00
LEGAL					\$0.00
TRAVEL					\$0.00
TEMP FACILITIES					\$0.00
STORAGE					\$0.00
ICE & WATER					\$0.00
FUEL					\$0.00
TELEPHONE					\$0.00
ELECTRICITY					\$0.00
OFFICE EQUIPMENT					\$0.00
SAFETY					\$0.00
SUBTOTAL					\$0.00

5-BURDEN			
CATEGORY	RATE		
BURDEN RATE	43.00%		\$575.96

6-GC WORK TOTAL	
SUBTOTAL (Item 1+2+3+4)	\$1,915.40

7-SUBCONTRACTORS WORK					
SUBCONTRACTOR	UNIT COST	QTY	COST	TOTAL	
	LS	1			
	LS	1			
SUBTOTAL					
SUBTOTAL WITH MARKUP					

8-FEE	
GC (15% X Items 1&5 + 15% X Items 2&3&4 + 5%, 7.5% or 10% X Item 7)	\$287.31

8-SUBTOTAL	
	\$2,202.71

BOND (1% X Item 8)	\$22.03
GENERAL LIABILITY (1% X Item 8)	\$22.03
9-TOTAL (Item 8 + Bond + General Liability)	\$2,246.76