

7:30 PM

Aldermanic Chamber

1. PRESIDENT LORI WILSHIRE CALLS ASSEMBLY TO ORDER
2. PRAYER OFFERED BY CITY CLERK DAN HEALEY
3. PLEDGE TO THE FLAG LED BY ALDERMAN-AT-LARGE MICHAEL B. O'BRIEN, SR.
4. ROLL CALL
5. REMARKS BY THE MAYOR
6. RESPONSE TO REMARKS OF THE MAYOR
7. RECOGNITIONS
8. READING OF MINUTES OF PREVIOUS MEETINGS
9. COMMUNICATIONS REQUIRING ONLY PROCEDURAL ACTIONS AND WRITTEN REPORTS FROM LIAISONS

From: Wayne R. Husband, P.E., Senior Traffic Engineer
Re: Division of Public Works Support of Pending Legislation (O-26-015 - No Parking on Sections of Celina Avenue)

From: Lisa Fauteux, Director of Public Works
Re: Referral from Board of Aldermen (Resolutions R-26-043 and R-26-046)

From: Sam Durfee, AICP, Planning Manager
Re: Referral from the Board of Aldermen on Resolution R-26-047, Authorizing Amended and Restated Master Development Agreement and Fourth Amendment to Purchase and Sale Agreement with Lansing Melbourne Group LLC Regarding "Nimco" Site

From: Matthew Sullivan, Community Development Director
Re: Business and Industrial Development Authority (BIDA) Recommendation - R-26-047

- 9(a). PERIOD FOR PUBLIC COMMENT RELATIVE TO ITEMS EXPECTED TO BE ACTED UPON THIS EVENING
- 9(b). COMMUNICATIONS REQUIRING FINAL APPROVAL

From: Mayor Jim Donchess
Re: Million Dollar Contract Award – Parking Garage Repair Construction Management Amendment #3

From: Mayor Jim Donchess
Re: Multi-Year Contract Award – Software Subscription: Vector Solutions LMG

From: Mayor Jim Donchess
Re: Multi-Year Contract Award – Collection System Flow Monitoring

10. PETITIONS
11. NOMINATIONS, APPOINTMENTS AND ELECTIONS

Appointments by the Mayor

Reports of Committee

12. CONFIRMATION OF MAYOR'S APPOINTMENTS

13. UNFINISHED BUSINESS – RESOLUTIONS

R-26-038

Endorsers: Mayor Jim Donchess
Alderman Patricia Klee
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Tim Sennott
Aldерwoman-at-Large Shoshanna Kelly
Alderman-at-Large Lori Wilshire

AUTHORIZING THE CONVEYANCE OF DISCONTINUED PORTIONS OF MAJOR DRIVE AND SPALDING STREET

- Committee on Infrastructure with recommendation for final passage

R-26-043

Endorsers: Mayor Jim Donchess
Aldерwoman Vengerflutta Smith
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman-at-Large Alicia Gregg
Alderman Richard A. Dowd
Alderman Thomas Lopez

AUTHORIZING A FOURTH AMENDMENT TO THE SITE LEASE AGREEMENT WITH NEW CINGULAR WIRELESS PCS, LLC REGARDING THE CELLULAR ANTENNA SITE AT MINE FALLS PARK

- Finance Committee with recommendation for final passage
- Board of Public Works with favorable recommendation

R-26-047

Endorsers: Mayor Jim Donchess
Alderman Patricia Klee
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman-at-Large Alicia Gregg
Alderman Richard A. Dowd
Alderman-at-Large Amber Morgan
Alderman-at-Large Lori Wilshire

AUTHORIZING AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT AND FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT WITH LANSING MELBOURNE GROUP, LLC REGARDING "NIMCO" SITE

- Finance Committee with recommendation for final passage
- Planning Board with favorable recommendation
- Business and Industrial Development Authority with favorable recommendation

14. UNFINISHED BUSINESS – ORDINANCES

O-26-015

Endorsers: Alderman Paula Johnson
Alderman James Ravan
Alderman-at-Large Alicia Gregg

NO PARKING ON SECTIONS OF CELINA AVENUE

- Committee on Infrastructure with recommendation for final passage
- Division of Public Works supports the legislation

15. BUSINESS UNFINISHED AT THE PREVIOUS MEETING

R-26-015

Endorsers: Mayor Jim Donchess
Alderman-at-Large Ben Clemons

Alderman Patricia Klee
Alderman Derek Thibeault
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman-at-Large Alicia Gregg
Alderman Richard A. Dowd
Alderman-at-Large Amber Morgan
Alderman-at-Large Lori Wilshire

SUPPORTING THE TOWN OF MERRIMACK IN ITS OPPOSITION TO AN ICE DETENTION CENTER

- tabled at Board of Aldermen meeting on 2/24/26

R-26-020

Endorsers: Mayor Jim Donchess
Alderswoman Vengerflutta Smith
Alderman Derek Thibeault
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderman-at-Large Alicia Gregg
Alderswoman-at-Large Shoshanna Kelly
Alderman-at-Large Ben Clemons
Alderman Patricia Klee
Alderman-at-Large Lori Wilshire

AUTHORIZING THE MAYOR AND CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF NINE HUNDRED THOUSAND DOLLARS (\$900,000) TO FUND THE PURCHASE, DESIGN, PRE-RENOVATION WORK AND RENOVATIONS FOR A RESOURCE CENTER AT 14 MULBERRY STREET

- tabled at Special Board of Aldermen meeting on 4/22/26

16. NEW BUSINESS – RESOLUTIONS

R-26-049

Endorser: Alderman-at-Large Alicia Gregg

ESTABLISHING A HOMELESS SERVICES GAP ANALYSIS COMMITTEE

R-26-050

Endorser: Alderman Richard A. Dowd

RELATIVE TO THE FISCAL YEAR 2026 TRANSFER OF \$35,000 FROM DEPARTMENT 194 "CONTINGENCY", ACCOUNT 70100 "GENERAL CONTINGENCY" TO-DEPARTMENT 109 "CIVIC & COMMUNITY ACTIVITIES", ACCOUNTING CLASSIFICATION 56 "OUTSIDE AGENCIES" FOR THE PURPOSE OF PROVIDING FUNDING TO THE NASHUA ASSOCIATION FOR THE ELDERLY

R-26-051

Endorser: Mayor Jim Donchess

RELATIVE TO AUCTIONING TAX DEEDED PROPERTY

17. NEW BUSINESS – ORDINANCES

O-26-020

Endorser: Alderman Paula Johnson

ALLOWING OVERNIGHT ON-STREET PARKING IN WARD 5 FROM MAY 1ST TO OCTOBER 31ST EXCEPT ON CERTAIN MAIN ROADS

O-26-021

Endorser: Alderman Paula Johnson

INCREASING THE INDIVIDUAL PUBLIC COMMENT TIME DURING THE FIRST PUBLIC COMMENT PERIOD

O-26-022

Endorser: Alderman-at-Large Lori Wilshire
ESTABLISHING THE VIDEO DISPLAY SIGNS OVERLAY DISTRICT

18. PERIOD FOR GENERAL PUBLIC COMMENT
19. REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN
20. COMMITTEE ANNOUNCEMENTS
21. ADJOURNMENT



THE CITY OF NASHUA

*Division of Public Works
Engineering Department*

"The Gate City"

Memorandum

Date: June 12, 2026

To: Committee on Infrastructure

From: Wayne R. Husband, P.E., Senior Traffic Engineer

Cc: Daniel Hudson, P.E., City Engineer

Re: Division of Public Works Support of Pending Legislation

O-26-015 – No Parking on Sections of Celina Avenue

Motorists are currently parking their vehicles too close to the southernmost driveway access to the United States Post Office along Celina Avenue. This makes it very difficult for USPS vehicles to enter and exit their facility at 10-12 Celina Avenue. The above proposed legislation seeks to address the situation by restricting parking in the immediate vicinity of the USPS driveway, and was drafted following field review with USPS staff to determine the appropriate areas for parking restriction. For these reasons, the Division of Public Works supports this legislation.



THE CITY OF NASHUA

*Division of Public Works
Administration*

"The Gate City"

MEMORANDUM

TO: Board of Alderman,
Donna Graham, Legislative Affairs Manager

FROM: Lisa Fauteux, Director of Public Works

DATE: June 26, 2026

SUBJ.: Referral from Board of Aldermen

A handwritten signature in blue ink, likely belonging to Lisa Fauteux, the Director of Public Works.

Please be advised that the Board of Public Works met on June 26, 2026 and recommend the below referenced Resolutions to the Board of Alderman.

- A. Resolution R-26-043** Authorizing a fourth Amendment to the Site Lease Agreement with Cingular Wireless PCS, LLC regarding the cellular antenna site at Mine Falls Park
- B. Resolution R-26-046** Authorizing the Sale of Surplus Property



City of Nashua
Planning Department
229 Main Street
Nashua, New Hampshire 03061-2019

Planning & Zoning 603 589-3090
WEB www.nashuanh.gov

MEMORANDUM

Date: July 9, 2026

To: Ald. Lori Wilshire, President, Board of Aldermen
Jim Donchess, Mayor

From: Sam Durfee, AICP, Planning Manager

RE: Referral from the Board of Aldermen on Resolution R-26-047, Authorizing Amended and Restated Master Development Agreement and Fourth Amendment to Purchase and Sale Agreement with Lansing Melbourne Group LLC Regarding “Nimco” Site.

At the Nashua City Planning Board’s regularly scheduled meeting on July 9, 2026, the Planning Board voted unanimously to make a **favorable** recommendation to the Board of Aldermen on R-26-047.

If you have any questions concerning this notification, please contact me at 589-3090 or via durfees@nashuanh.gov.

cc: Mayor Jim Donchess
Donna Graham, Legislative Assistant
Daniel Healey, City Clerk
Bob Bollinger, Chair, NPCB



City of Nashua

Community Development Division

City Hall, 229 Main Street, PO Box 2019
Nashua, New Hampshire 03061-2019
www.nashuanh.gov

Community Development	589-3095
Planning and Zoning	589-3090
Building Safety	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Conservation Commission	589-3105
Transportation	880-0100
Sustainability	589-3092

Date: July 10th, 2026

To: James Donchess, Mayor
Lori Wilshire, President
Board of Aldermen

From: Matthew Sullivan, Community Development Director

Re: Business and Industrial Development Authority (BIDA) Recommendation - R-26-047

At the July 8th, 2026 BIDA meeting, the Authority voted unanimously in favor of a motion to recommend approval by the Board of Aldermen of R-26-047. Authorizing Amended and Restated Master Development Agreement and Fourth Amendment to Purchase and Sale Agreement with Lansing Melbourne Group, LLC Regarding "NIMCO" Site.

Cc: Jason Haviland, Chair, Business and Industrial Development Authority
Liz Hannum, Economic Development Director

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen

From: Mayor Jim Donchess

Date: June 24, 2026

Re: Million Dollar Contract Award – Parking Garage Repair Construction Management Amendment #3

Pursuant to NRO : § 5-74/B: E. Approval by the Finance Committee of a contract award in excess of \$1,000,000 shall be submitted to the full Board of Aldermen at its next regularly scheduled meeting for final approval prior to award of the contract.

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the July 1, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: Amendment for the construction management of the expansion of the Elm Street parking garage

Value: \$2,300,320

Vendor: The Whiting-Turner Contracting Company

Purchasing Memo#: 27-005 dated June 24, 2026

Thank you.



City of Nashua

Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

June 24, 2026
Memo #27-005

TO: Mayor Donchess
Finance Committee

SUBJECT: Parking Garage Repair Construction Management Amendment #3 in the amount not to exceed \$2,300,320 funded from Bond/ 81- Capital Outlay/Improvements

Please see attached communications from Tim Cummings, Director of Administrative Services,, dated June 23, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Amendment #3 for the remodel and expansion of the Elm Street parking garage office
Value: \$2,300,320
To Date: \$10,032,371.53 Finance Memo #26-041
Department: 129 City Buildings
Vendor: The Whiting-Turner Contracting Company
Fund: Bond/ 81-Capital Outlay/Improvements

Ordinance: Pursuant to § 5-91 Amendment to Contracts- No contract may be amended as to its scope of work or so as to increase sums payable to the contractor, without Finance Committee approval for amendment amounts exceed \$25,000; and without the Board of Aldermen amounts exceeding \$1,000,000

Administrative Services Division: City Buildings, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: D Enwright
T Cummings



THE CITY OF NASHUA

Administrative Services

"The Gate City"

To: James Donchess, Mayor
From: T. Cummings, Director Administrative Services
Cc: Jill Stansfield Parking Manager
Liz Hannum, Director of Economic Development

Date: June 23, 2026

Re: Communication – Amendment of Whiting Turner contract for the parking garage phase 2

Whiting Turner Constructions is in the process of performing the parking garage structural repairs on the Elm and High St garages. Attached is the GMP for phase 2 of the project. Phase 2 will include the build out and renovation of the parking department office in the Elm St Garage.

A copy of the Construction Services Contract Amendment related to the Parking Garage Repairs is attached, including the scope and fee. The total figure for this effort is \$2,300,320.00. The source of funds is the Parking Garage Repair fund created to implement the project.

THANK YOU

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement is entered into as of this 1st day of July 2026, by and between **CITY OF NASHUA**, a municipality in the State of New Hampshire (hereinafter referred to as “City”), and **The Whiting-Turner Contracting Co.**, (hereinafter referred to as “Contractor”) whose address is 11 Apex Dr. Suite 201A Marlborough, MA 01752.

WHEREAS, City and Contractor entered into that certain Professional Services related to the Parking Garage Office Expansion with The Whiting-Turner Contracting Co. dated June 24, 2025 (the “Agreement”); and

WHEREAS, both City and Contractor desire to amend the Agreement to expand the scope of services and amend the budget.

NOW THEREFORE, the parties agree as follows:

1. Pursuant to Section 30 of the Agreement “Modification of Contract and Entire Agreement,” the Agreement is hereby amended to add the additional scope as attached with an internal budget of \$2,300,320.00 to P.O. # 196100 of The Whiting-Turner Contracting Co.
2. The completion date of the original contract will be extended to August 31, 2027
3. All other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed, or have caused their properly authorized representatives to duly execute, this Second Amendment to Agreement on the date and year first above written.

City of Nashua

The Whiting-Turner Contracting Co.

Date:

By: James Donchess, Mayor

DocuSigned by:
J. Scott Breig

50DA60AF4E16425...

Date: 6/22/2026

By: Scott Breig, Executive Vice President

Initial
TM

DS
AJK



The Whiting-Turner Contracting Company
11 Apex Drive
Marlborough, MA 01752
508-875-4100
www.whiting-turner.com

Project Name: Elm St. Parking Office Expansion
Type of Estimate: 100% GMP
Estimate Date: June, 17th 2026
Project Location: Nashua, NH

Client: City of Nashua
Client Contact: Tim Cummings

Architect/Engineer: Randall Paulson / Fitzmeyer and Tocci

Whiting-Turner Contact: Adam Hunter

Document Set: N/A

Project Description: Remodel and expansion of the Elm St. garage parking office.



Elm St. Parking Office Expansion

100% GMP - June, 17th 2026



Elm St. Parking Office Expansion			PROJECT TOTAL	
DIVISION	COST	% COW	COST	% COW
01 General Requirements	\$ 184,940	10.78%	\$ 184,940	10.78%
02 Existing Conditions	\$ 46,500	2.71%	\$ 46,500	2.71%
03 Concrete	\$ 134,629	7.85%	\$ 134,629	7.85%
04 Masonry	\$ 208,000	12.12%	\$ 208,000	12.12%
05 Metals	\$ 59,710	3.48%	\$ 59,710	3.48%
06 Wood, Plastics, and Composites	\$ 27,146	1.58%	\$ 27,146	1.58%
07 Thermal & Moisture Protection	\$ 110,882	6.46%	\$ 110,882	6.46%
08 Openings	\$ 83,800	4.88%	\$ 83,800	4.88%
09 Finishes	\$ 263,625	15.36%	\$ 263,625	15.36%
10 Specialties	\$ 19,410	1.13%	\$ 19,410	1.13%
11 Equipment	\$ -	0.00%	\$ -	0.00%
12 Furnishings	\$ -	0.00%	\$ -	0.00%
13 Special Construction	\$ -	0.00%	\$ -	0.00%
14 Conveying Systems	\$ -	0.00%	\$ -	0.00%
21 Fire Suppression	\$ -	0.00%	\$ -	0.00%
22 Plumbing	\$ 55,846	3.25%	\$ 55,846	3.25%
23 HVAC	\$ 116,947	6.81%	\$ 116,947	6.81%
25 Integrated Automation	\$ -	0.00%	\$ -	0.00%
26 Electrical	\$ 199,683	11.64%	\$ 199,683	11.64%
27 Communications	\$ -	0.00%	\$ -	0.00%
28 Electronic Safety & Security	\$ -	0.00%	\$ -	0.00%
31 Earthwork	\$ 179,911	10.48%	\$ 179,911	10.48%
32 Exterior Improvements	\$ 25,000	1.46%	\$ 25,000	1.46%
33 Site Utilities	\$ -	0.00%	\$ -	0.00%
SUBTOTAL - COST OF WORK	\$ 1,716,028	100.00%	\$ 1,716,028	100.00%
Subcontractor Default Insurance (SDI)	\$ 22,308	1.30%	\$ 22,308	
Estimating Contingency				
Construction/CM Contingency	\$ 86,917	5.00%	\$ 86,917	
Escalation Contingency				
General Conditions - Lump Sum	\$ 361,896		\$ 361,896	
Liability Insurance	\$ 24,059	1.10%	\$ 24,059	
Whiting-Turner Bond	\$ 22,112	1.00%	\$ 22,112	
Whiting-Turner Fee	\$ 67,000	3.00%	\$ 67,000	
Builder's Risk Insurance				
PROJECT TOTALS	\$ 2,300,320 / GSF		\$ 2,300,320 / GSF	

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: June 24, 2026
Re: Multi-Year Contract Award – Software Subscription: Vector Solutions LMG

Pursuant to NRO : § 5-74/B: A contract that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated for this purpose shall be approved by the full Board of Aldermen before the contract shall become binding on the City.

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the July 1, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: Software utilized to log training, licensure requirements, complete equipment checks and all department communications
Value: \$79,546.29
Vendor: Target Solutions Learning LLC d/b/a Vector Solutions
Purchasing Memo#: 27-006 dated June 24, 2026
Contract Term: 36 months

Thank you.



City of Nashua
Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

June 24, 2026
Memo #27-006

TO: Mayor Donchess
Finance Committee

SUBJECT: Software Subscription: Vector Solutions LMS in the amount not to exceed \$79,546.29
funded from General Fund/ 54- Property Services

Please see attached communications from Glenn Nielsen, Nashua Fire Rescue Captain, dated June 23, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Software subscription for Nashua Fire Rescue's online training platform
Value: \$25,735.64 FY27
\$26,507.71 FY28
\$27,302.94 FY29
\$79,546.29 Total

Department: 152 Fire Rescue
Vendor: Target Solutions Learning, LLC d/b/a Vector Solutions
Fund: General Fund/54- Property Services
Term: 36 months

Ordinance: Pursuant to § 5-84 Special purchase procedures. A/(4) Sole-source procurements, where the proposed purchase is manufactured by only one company or where a sole company's product offers proprietary features or technology necessary for the City's requirements.

Nashua Fire Rescue, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: G Nielsen
D Enwright
T Cummings



Nashua Fire Rescue
Training/Safety Division
177 Lake Street, Nashua, NH 03060-
www.nashuafire.com

Glenn W. Nielsen
Captain
(603) 589-3432
FAX (603) 589-3474

To: Chief of Department Steve M. Buxton
From: Captain Glenn Nielsen
Re: Vector Solutions LMS, Target Solutions
Date: June 23, 2026

Chief Buxton,

I am requesting the renewal of the Vector Solutions LMS. The annual renewal cost is \$25,735.64. I also believe it would be advantageous to agree to their 36-month term. Doing this would lock us in to a 3% annual increase for the 36-month term. If we do not lock in, the annual increase can range from 5%-10% or possibly more.

Renewing this subscription will ensure member access to our online training platform. We use this platform daily to log training, complete required licensure requirements, complete equipment checks and handle all department communications. This program is very intuitive and directly fulfills the NFPA requirements for training and personnel management.

Thank you for your attention to this matter.

Respectfully,

Glenn W. Nielsen

Glenn W. Nielsen
Captain, Training & Safety



Quote ID
Q-542130

Contact Name
Macey Stretch

TargetSolutions Learning, LLC Order Form
Schedule A

Date: Monday, June 22, 2026

Client Information

Client Name: Nashua Fire Rescue (NH)	
Address: 70 East Hollis Street Nashua, NH 03060	
Primary Contact Name:	Primary Contact Phone:

Agreement Term

Effective Date: 08/18/2026	Initial Term: 36 months
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Invoicing Contact Information (Please fill in missing information)

Billing Contact Name: Karen Conde		
Billing Address: 70 East Hollis Street Nashua, New Hampshire 03060		Billing Phone: 6035893478 Billing Email: condek@nashuanh.gov
PO#:	Billing Frequency: Annual	Payment Terms: Net 30

Annual Fee(s)

Product Code	Product	Description	Minimum Annual Commitment	Price	Sub Total
TSPREMIER	Vector LMS, TargetSolutions Edition Premier Membership	Training management for public entities and professionals	186	\$107.30	\$19,957.80
TSMINTFEE S	Vector LMS, TargetSolutions Edition - Maintenance Fee	Annual maintenance of Vector LMS, TargetSolutions Edition	1	\$395.00	\$395.00
TSCHECKIT-PPVEH	Vector Check It - Check It - Per Person, Equipment, DrugBox, assigned to Vehicles Only	PPE and/or Equipment assigned to individuals	186	\$28.94	\$5,382.84

Annual Total: \$25,735.64

One-Time Fee(s)

Product Code	Product	Description	Qty	Price	Sub Total
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One-Time Total: \$0.00

Total (including Annual and One-Time): \$25,735.64

This is not an invoice.

Order Form Terms and Conditions.

1. Additional Named Users added after the Effective Date (e.g., Named Users above the Minimum Annual Commitment) will be invoiced at the per Named User rate stated in the Order Form, on a prorated basis determined by the date such Users are added during the contract year. Such Additional Named Users shall be invoiced at the contracted per Named User fee for subsequent contract years during the Term.
2. Fees during the Initial Term shall be increased by 3.0% per contract year.
3. All undisputed invoices are due and payable Net 30 days after invoice date ("Due Date"). Any fees unpaid for more than 10 days past the Due Date shall bear interest at 1.5% per month or the highest applicable rate permitted by law.
4. **AUTOMATIC RENEWAL. UNLESS OTHERWISE AGREED OR WHERE PROHIBITED BY APPLICABLE LAW OR REGULATION, UPON EXPIRATION OF THE ABOVE INITIAL TERM, THIS AGREEMENT WILL RENEW FOR A RENEWAL TERM EQUAL TO THE INITIAL TERM AT VECTOR SOLUTIONS' THEN CURRENT FEES, UNLESS NOTICE IS GIVEN BY EITHER PARTY OF ITS INTENT TO TERMINATE THE AGREEMENT AT LEAST SIXTY (60) DAYS PRIOR TO THE SCHEDULED TERMINATION DATE.**

Additional Terms and Conditions

1. This Order Form is governed by the Master Software as a Service Agreement at <https://www.vectorsolutions.com/master-software-as-a-service-agreement/> (the "Governing Contract"). Capitalized terms not otherwise defined in this Order Form have the meanings assigned to them in the Governing Contract.
2. To the extent any term(s) of the Governing Contract and this Order Form conflict, the term(s) of this Order Form will supercede the conflicting term(s) of the Governing Contract.
3. This Order Form will become effective when signed by both Parties. Unless both Parties sign this Order Form, the pricing and terms offered in this Order Form expire on the Offer Expiration Date stated above.
4. This Order Form and the pricing terms herein are specific to You and shall be considered Our Confidential Information. To the extent shared with any permitted third parties pursuant to the confidentiality terms between the Parties, such third party shall be bound by terms that prohibit their use of the information for any purpose beyond providing services to You, including restricting their use of the information in any aggregated or anonymized format.
5. IF YOU ARE LOCATED OUTSIDE THE UNITED STATES, Your data, including Your and Your End Users' personally-identifiable data, will be exported to the United States to enable us to administer, operate and process the Services.

To proceed, please sign this Order Form

Signatures

Each undersigned hereby represents that he/she is an authorized representative of the respective Party, and is authorized to commit the respective Party to all terms and conditions in this Order Form, and each undersigned acknowledges that the Parties rely on such representation in their agreements set forth in this Order Form.

Target Solutions Learning, LLC d/b/a Vector Solutions
4890 W. Kennedy Blvd, Suite 300
Tampa, FL 33609

Nashua Fire Rescue (NH)
70 East Hollis Street
Nashua, NH 03060

By: _____

By: _____

Printed Name:

Printed Name:

Title: _____

Title: _____

Date: _____

Date: _____

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: June 24, 2026
Re: Multi-Year Contract Award – Collection System Flow Monitoring

Pursuant to NRO : § 5-74/B: A contract that extends from the current fiscal year into succeeding fiscal year(s) in which no funds have been appropriated nor otherwise designated for this purpose shall be approved by the full Board of Aldermen before the contract shall become binding on the City.

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the July 1, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: Flow monitoring and combined sewer overflows (CSOs) for the wastewater collection system
Value: \$329,500
Vendor: ADS Environmental Services
Purchasing Memo#: 27-007 dated June 24, 2026
Contract Term: 3 years

Thank you.



City of Nashua
Purchasing Department
Administrative Services Division
229 Main Street - Nashua, NH 03060

(603) 589-3330
Fax (603) 594-3233

June 24, 2026
Memo #27-007

TO: Mayor Donchess
Finance Committee

SUBJECT: Collection System Flow Monitoring in the amount not to exceed \$329,500 funded from
Wastewater Fund/ 55- Other Services

Please see attached communications from David Boucher, Superintendent of the Wastewater Department, dated June 25, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Meter installation and maintenance and reporting of the combined sewer overflows
Value: \$124,633.33 FY27
\$102,433.33 FY28
\$102,433.33 FY29
\$329,500 Total
Department: 169 Wastewater
Vendor: ADS Environmental Services
Fund: Wastewater Fund/ 55-Other Services
Term: 3 years

Ordinance: Pursuant to § 5-78 Major purchases (greater than \$25,000) A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$25,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

A competitive bid, IFB0298-061026 was issued and the following bids were received:

Vendor	Location	Amount
ADS LLC	Huntsville, AL	\$329,500
Flow Assessment Services	Auburn, NH	\$359,900

Division of Public Works: Wastewater, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: D Boucher, D Enwright, T Cummings

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: June 25, 2026

From: David L. Boucher, Superintendent
Wastewater Department

Re: Collection System Flow Monitoring

B. Motion: To approve the three-year contract in an amount not to exceed \$329,500 ADS, LLC of Huntsville, AL for the flow monitoring of the collection system. Pending approval of FY27 budget; funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 55 Other Services.

Attachments: Bid Summary Schedule

Discussion: The City of Nashua is required by the U.S. Environmental Protection Agency (EPA) to monitor its combined sewer overflows (CSOs) for activity. In addition, the City monitors flow throughout the wastewater collection system to support regulatory compliance, system performance evaluation, and operational planning.

The City solicited competitive bids for these monitoring services and received two responsive proposals. ADS, LLC, headquartered in Huntsville, Alabama, submitted the lowest responsible bid.

ADS has extensive experience providing flow monitoring and CSO monitoring services for municipalities and regional sewer authorities of similar size and complexity, including the Boston Sewer District. Based on the firm's qualifications, relevant experience, and competitive pricing, ADS is well qualified to perform the required services and is recommended for contract award.

	Installation of Meters	3 years Maintenance and Reporting	Total Bid Price for 3 years
ADS, LLC of Huntsville, AL	\$22,200	\$307,300	\$329,500
Flow Assessment of Auburn, NH	\$2,600	\$357,300	\$359,900



Contract for Independent Contractor

CSO FLOW MONITORING PROGRAM

IFB0298-061026

A CONTRACT BETWEEN

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

ADS ENVIRONMENTAL SERVICES
and its successors, transferees and assignees (together "Independent Contractor")

(Name and Title of Independent Contractor)

340 The Bridge Street, Suite 204, Huntsville, AL 35806

(Address of Independent Contractor)

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

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

WHEREAS, Independent Contractor represents they are duly qualified, equipped, staffed, ready, willing and able to perform and render the services hereinafter described;

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

1. Documents Incorporated. The Independent Contractor shall complete the work described in the Contract Documents. The following are by reference incorporated herein and are made part of this contract:

EXHIBIT A - General Conditions for Contracts
EXHIBIT B - Scope of Services
EXHIBIT C - Bid 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, Independent Contractor shall furnish

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

Description of Work:

PROVIDE FLOW MONITORING SERVICES AT SEVENTEEN (17) SPECIFIED LOCATIONS, AS WELL AS THREE (3) RAIN GAUGE LOCATIONS, THROUGHOUT THE CITY'S COLLECTION SYSTEM. THE FLOW MONITORING SYSTEM SHALL PROVIDE REAL-TIME MONITORING, REMOTE NOTIFICATION, AND MONTHLY REPORTING AS OUTLINED IS SCOPE OF SERVICES.

3. Period of Performance. Independent Contractor shall perform and complete all work within the time period set forth. Time period shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Independent Contractor shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

The term of the contract will be for three (3) years with the first year commencing on or about **July 1, 2026** and terminating on or about **June 30, 2029**. Each year is subject to annual budget appropriations and at the City of Nashua's discretion.

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

THREE HUNDRED TWENTY-NINE THOUSAND FIVE HUNDRED DOLLARS

(\$329,500)

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

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

- 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**.

The City of Nashua will pay for work satisfactorily completed and accurately invoiced by Independent Contractor within thirty (30) days from the time of approval by the City of Nashua.

5. Effective Date of Contract. This contract shall not become effective until the date of execution by the City of Nashua.

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

<u>City of Nashua Representative:</u>	<u>Independent Contractor Representative:</u>
Noelle Osborne, Operations Supervisor	Tony Yang, Director of Finance
City of Nashua –Wastewater Treatment Facility	ADS LLC
2 Sawmill Road	340 The Bridge Street Suite 204
Nashua, NH 03060	Huntsville, AL 35806
Email: OsborneN@NashuaNH.gov	Email: xyang1@idexcorp.com

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

In Witness Whereof, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

City of Nashua, NH (signature)

ADS LLC (signature)

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

(Printed Name and Title)

Date

Date

Exhibit A
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General Terms and Conditions

1. **Definitions.** Unless otherwise required by the context, "Independent Contractor", and its successors, transferees and assignees (together "Independent Contractor") includes any of the Independent Contractor's consultants, sub consultants, contractors, and subcontractors
2. **Independent Contractor Status.** The parties agree that Independent Contractor shall have the status of and shall perform all work under this contract as an Independent Contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Independent Contractor, and nothing in this contract shall create any contractual relationship between the City of Nashua and Independent Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Independent Contractor is not a City of Nashua employee and that there shall be no:
 - (1) Withholding of income taxes by the City of Nashua;
 - (2) Industrial insurance coverage provided by the City of Nashua;
 - (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
 - (4) Participation or contributions by either the Independent Contractor or the City of Nashua to the public employee's retirement system;
 - (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
 - (6) Unemployment compensation coverage provided by the City of Nashua.
3. **Standard of Care.** Independent Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Independent Contractor warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Independent Contractor to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Independent Contractor shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Independent Contractor's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any products or services furnished or used by Independent Contractor shall not in any way relieve Independent Contractor of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of Independent Contractor's work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and Independent Contractor shall be and remain liable in accordance with the terms of the contract and applicable law.

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

4. **City of Nashua Representative.** The City of Nashua may designate a City of Nashua representative for this contract. If designated, all notices, project materials, requests by Independent Contractor, and any other communication about the contract shall be addressed or be delivered to the City of Nashua Representative.
5. **Changes to Scope of Work.** The City of Nashua may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Independent Contractor's performance under the contract. Independent Contractor shall provide to the City of Nashua within 30 calendar days, a written proposal for accomplishing the change. The proposal for a change shall provide enough detail, including personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Independent Contractor should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Independent Contractor's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Independent Contractor for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Independent Contractor of the change.

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

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

6. **City of Nashua Cooperation.** The City of Nashua agrees that its personnel will cooperate with Independent Contractor in the performance of its work under this contract and that such personnel will be available to Independent Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Independent Contractor with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Independent Contractor also agree to attend all meetings

called by the City of Nashua or Independent Contractor to discuss the work under the Contract, and that Independent Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

7. **Discovery of Conflicts, Errors, Omissions, Ambiguities, or Discrepancies.** Independent Contractor warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Independent Contractor. All future questions Independent Contractor may have concerning interpretation or clarification of

this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Independent Contractor's question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Independent Contractor prior to having received the City of Nashua's resolution shall be at Independent Contractor's risk and expense. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Independent Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. Termination of Contract

A. Termination, Abandonment, Or Suspension at Will. The City of Nashua, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide Independent Contractor 10 days' written notice of its intent to do so.

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

Upon receipt of notice of termination, abandonment, or suspension at will, Independent Contractor shall:

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

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

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

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

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

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

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

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

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

9. **Dispute Resolution.** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the

submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and an Independent Contractor Representative. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, if requested in writing by either the City of Nashua or the Independent Contractor within 14 days after the 30 days described above, the parties shall attempt to resolve the dispute by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties; which agreement shall not be unreasonably withheld. If the parties cannot agree to a mediator within 30 days or the dispute cannot be settled within a period of thirty (30) days with the mediator, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

10. **No Damages for Delay.** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Independent Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Independent Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.

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

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

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

Independent Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract. The City of Nashua requires thirty days' written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire.

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

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Independent Contractor 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 Independent Contractor of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Independent Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Independent Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Independent Contractor or anyone employed, directed, or supervised by Independent Contractor.

12. Indemnification. Regardless of any coverage provided by any insurance, Independent Contractor agrees to indemnify and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against all third-party claims for personal injury or property damage, including reasonable attorney's fees, to the extent occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Independent Contractor or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Independent Contractor's indemnity and hold harmless obligations, or portions thereof, shall not apply to liability caused by the negligence or willful misconduct of the party indemnified or held harmless.

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

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

14. Compensation. Review by the City of Nashua of Independent Contractor's submitted invoice forms for payment will be promptly accomplished by the City of Nashua. If there is insufficient information, the City of Nashua may require Independent Contractor to submit additional information. The City of Nashua shall pay Independent Contractor all undisputed amounts in full within **30 days of approval** of the submitted invoice forms.

15. Compliance with Applicable Laws. Independent Contractor, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract,

including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans with Disabilities Act. Independent Contractor shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

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

Without limitation of the foregoing, Independent Contractor's attention is directed to Title 41" Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

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

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

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

17. **Endorsement.** Independent Contractor shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Independent Contractor or under its direction as required under the laws of the State of New Hampshire.
18. **Assignment, Transfer, Delegation, or Subcontracting.** Independent Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such

assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

19. **City Inspection of Contract Materials.** The books, records, documents and accounting procedures and practices of Independent Contractor 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 Independent Contractor 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 Independent Contractor's expense, by Independent Contractor to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Independent Contractor, 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 Independent Contractor in the performance of its obligations under this contract must be retained by Independent Contractor 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 Independent Contractor shall promptly remit and deliver the materials, at Independent Contractor's expense, to the City of Nashua. Independent Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Independent Contractor's obligations under this contract without the prior written consent of the City of Nashua.
21. **Public Records Law, Copyrights, and Patents.** Independent Contractor expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Independent Contractor (including those remitted to the City of Nashua by Independent Contractor 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 Independent Contractor 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 Independent Contractor. The City of Nashua shall have the right to reproduce any such materials.

Independent Contractor 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. Independent Contractor 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 Independent Contractor infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Independent Contractor infringes any patent.

Independent Contractor 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, Independent Contractor 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 Independent Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Independent Contractor with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Independent Contractor 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.** Independent Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Independent Contractor hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
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.** Independent Contractor shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Independent Contractor warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Independent Contractor. If any such interest comes to the attention of Independent Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Independent Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Independent Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

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

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

27. **Third Party Interests and Liabilities.** The City of Nashua and Independent Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Independent Contractor.
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 Independent Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
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.

CITY OF NASHUA, NEW HAMPSHIRE
IFB0298-061026
COLLECTION SYSTEM FLOW MONITORING PROGRAM

SCOPE OF WORK

I. GENERAL

The City of Nashua, Division of Public Works, is soliciting bids from qualified independent contractors to provide flow monitoring services at seventeen (17) specified locations, as well as three (3) rain gauge locations, throughout the City's collection system. The flow monitoring system shall provide real-time monitoring, remote notification, and monthly reporting, as described herein.

II. BACKGROUND

The City of Nashua owns and operates a wastewater treatment facility located at 2 Sawmill Road in Nashua, New Hampshire. This facility is permitted by the Environmental Protection Agency (EPA) and regulated under National Pollutant Discharge Elimination System (NPDES) Permit No. NH0100170.

The City maintains over 400 miles of collection system, including sanitary, combined, and stormwater infrastructure. There are nine (9) permitted combined sewer overflow (CSO) locations, eight (8) interceptor locations, and three (3) rain gauge locations that shall be monitored.

CSO location descriptions:

- **CSO 002**, 42°44'51.1"N 71°26'37.2"W, located at the Wastewater Treatment Facility, this overflow discharges to the Merrimack River.
- **CSO 003**, 42°44'20.0"N 71°26'28.2"W, located parallel to Farmington Rd, this overflow discharges to the Merrimack River.
- **CSO 004**, 42°45'13.0"N 71°26'25.6"W, located off of Burke Street, this overflow discharges to the Merrimack River.
- **CSO 005**, 42°45'47.8"N 71°26'41.8"W, located at the pump station off of East Hollis Street, between the two lanes of the Hudson Bridge, this overflow discharges to the Merrimack River.
- **CSO 006**, 42°44'51.1"N 71°26'37.2"W, located off of Bridge Street, this overflow discharges to the Nashua River.
- **CSO 007**, 42°45'44.2"N 71°28'40.4"W, located off of Tampa Street, this overflow discharges to the Nashua River.
- **CSO 008**, 42°46'09.4"N 71°29'16.7"W, located off of Broad Street, this overflow discharges to the Nashua River.
- **CSO 009**, 42°46'03.4"N 71°27'25.3"W, located off of Locke Street, this overflow discharges to the Nashua River.
- **CSO 014**, 42°45'49.7"N 71°26'48.2"W, located off of Bancroft Street, this overflow discharges to the Merrimack River.

CITY OF NASHUA, NEW HAMPSHIRE
IFB0298-061026
COLLECTION SYSTEM FLOW MONITORING PROGRAM

EXHIBIT B

SCOPE OF WORK

Interceptor location descriptions:

- **SS-MH788**, 42°44'46.25"N 71°26'32.74"W, 36" Diameter Line, Sawmill Rd
- **SS-MH1241**, 42°45'07.02"N 71°26'28.02"W, 66" Diameter Line, Burke St
- **SS-MH1252**, 42°44'56.06"N 71°26'51.70"W, 48" Diameter Line, Burke St
- **SS-MH3729**, 42°45'43.00"N 71°28'43.86"W, 48" Diameter Line, Tampa St
- Additional four (4) – locations TBD

Rain gauge location descriptions:

- **Sawmill Rd**, 42°44'51.15"N 71°26'37.17"W
- **Charlotte Ave Elementary School**, 42°46'29.29"N 71°28'57.15"W
- **Jackson St**, CSO 006, 42°45'56.70"N 71°27'04.08"W

III. CONTRACT LENGTH:

The contract term shall be for an initial period of three (3) years, commencing on or about **July 1, 2026**, and terminating on **June 30, 2029**. The City may, at its sole discretion, extend the contract for up to two (2) additional one-year terms, contingent upon satisfactory contractor performance.

All contract years, including any extensions, are subject to annual budget appropriations.

IV. DESCRIPTION OF THE WORK:

General

The Contractor shall supply, install, and maintain seventeen (17) flow monitors and three (3) rain gauges, as described above. The Contractor shall retain ownership of all equipment and, upon termination of the contract, shall coordinate the prompt removal of all equipment with the City's designated contact.

Initial Installation

The Contractor shall meet with the City's project team to establish communication protocols, points of contact, review the scope of work, and identify any relevant information related to permits, EPA regulations, and site conditions. The Contractor shall be responsible for the administration and management of the project in its entirety.

CITY OF NASHUA, NEW HAMPSHIRE
IFB0298-061026
COLLECTION SYSTEM FLOW MONITORING PROGRAM

SCOPE OF WORK

Preliminary Site Assessment

The Contractor shall perform detailed site investigations and propose installation locations. Each location shall be physically inspected by the Contractor, including entry through manholes where necessary. As-built drawings shall not be relied upon as complete or accurate. All flow calculations shall be the responsibility of the Contractor. Final installation locations must be approved by the City.

Site Access

All locations are physically accessible, although some may require access via easements. Entry into active sewer systems shall require confined space entry procedures, and the Contractor shall comply with all applicable federal, state, local, and OSHA regulations.

Equipment – Flow Monitoring

All flow monitoring equipment shall measure both level and velocity. Proposed equipment must be approved by the City prior to installation. Each instrument shall be calibrated upon installation and maintained in accordance with manufacturer-recommended intervals.

The Contractor shall be responsible for all maintenance, including communications, cleaning, calibration, and battery replacement.

Each location shall include data loggers capable of recording data at intervals no greater than five (5) minutes and transmitting data to a Contractor-maintained server at intervals no greater than thirty (30) minutes. All equipment necessary for data transmission shall be provided by the Contractor. The server shall be secure and backed up daily.

Equipment – Rain Gauge

The Contractor shall supply and install three (3) permanent telemetered rain gauges at the specified locations. Each instrument shall be calibrated upon installation and maintained in accordance with manufacturer recommendations.

The Contractor shall be responsible for all maintenance, including communications, cleaning, calibration, and battery replacement.

Rain gauges shall include data loggers capable of recording data at intervals no greater than five (5) minutes and transmitting data to a Contractor-maintained server at intervals no greater than thirty (30) minutes. The server shall be secure and backed up daily.

CITY OF NASHUA, NEW HAMPSHIRE
IFB0298-061026
COLLECTION SYSTEM FLOW MONITORING PROGRAM

SCOPE OF WORK

Data - Review, Analysis, and Reports

Data stored on the Contractor's server shall be accessible to City staff via a secure, password-protected website, available 24 hours per day, 365 days per year. The system shall be web-based and accessible through a standard internet browser. Multiple users shall be able to access the system simultaneously.

At a minimum, available data shall include hydrographs and tabular summaries showing minimum, maximum, and average flows for each device. Users shall be able to select monitoring locations and date ranges.

The Contractor shall respond promptly to City inquiries regarding data quality or equipment performance.

Monthly reports shall be submitted to the City's designated contact by the tenth (10th) day of each month for the preceding month. Reports may be submitted electronically and shall include, at a minimum, graphical summaries, Excel data files, and written summaries for each monitoring location.

Notification of Overflow Activation

Instrumentation shall include the capability to provide notifications and alerts via email and text message to multiple contacts in the event of an overflow, alarm condition, or other significant activity.

Training

The Contractor shall provide all necessary training to City staff for accessing and utilizing the system.

V. INDEPENDENT CONTRACTOR SELECTION

The selected Contractor shall be a professional firm regularly engaged in sewer collection system flow monitoring. The contract will be awarded to the lowest responsive and responsible qualified bidder.

Selection shall be based on the bidder's demonstrated experience, organizational capacity, technical and professional qualifications, available resources, project understanding, proposed approach, ability to meet required schedules, and record of past performance and cost control.

CITY OF NASHUA, NEW HAMPSHIRE
IFB0298-061026
COLLECTION SYSTEM FLOW MONITORING PROGRAM

SCOPE OF WORK

The City of Nashua reserves the right to reject any or all bids without explanation. Such action shall not give rise to any claim or cause of action by any unsuccessful bidder.

Bidders may be required to submit additional information and participate in interviews as part of the evaluation process.

The City reserves the right to accept the bid that offers the greatest overall benefit and to waive any informalities or irregularities in the bidding process, as deemed to be in the best interest of the City.

**Collection System Flow Monitoring Program
IFB0298-061026
BID SUMMARY SHEET**

PROJECT

1. Set-Up and installation of flow monitors, sensors, rain gauges and web-based data reporting system (includes supply of all equipment, determination of best location, training, calibration of equipment and set-up to make monitoring system operational). \$ 22,200.00
2. Maintenance for three calendar years (includes maintenance of flow monitors, sensors, rain gauges, and web-site, monthly reports, and technical support as needed). Amount to be invoiced and paid on a monthly basis. \$ 307,300.00

TOTAL BID PRICE: \$ 329,500.00

SUPPLEMENTAL PRICING

3. Maintenance for fourth calendar year (includes maintenance of flow monitors, sensors, rain gauges, web-site, monthly reports, and technical support as needed). \$ 104,482.00
4. Maintenance for fifth calendar year (includes maintenance of flow monitors, sensors, rain gauges, web-site, monthly reports, and technical support as needed). \$ 106,571.64

Contractor: ADS LLC

Authorized Signature:  Tony Yang (Jun 10, 2026 09:14:30 CDT)

Date: 06/10/2026

Address: 340 Bridge Street, Suite 204 Huntsville, AL 35806

Phone: 256-430-3366

Email Address: brukavina@idexcorp.com



RESOLUTION

ESTABLISHING A HOMELESS SERVICES GAP ANALYSIS COMMITTEE

CITY OF NASHUA

In the Year Two Thousand Twenty-Six

WHEREAS, homelessness is a complex community challenge that requires coordinated, evidence-based responses across city government, nonprofit providers, and community stakeholders;

WHEREAS, the City of Nashua's public health department, welfare department, nonprofit service providers, and the Greater Nashua Continuum of Care each play critical roles in addressing homelessness, and that a coordinated, community-wide strategy would strengthen the collective impact of these existing efforts;

WHEREAS, a formal gap analysis of Nashua's homeless services landscape would identify service deficiencies, duplications, and opportunities to better align city resources with the work of nonprofit partners;

WHEREAS, best practices in municipal homeless response recognize that collaboration across city government, nonprofits, and the community is essential to an effective and sustainable response; and

WHEREAS, the Board of Aldermen finds it in the public interest to convene a representative committee to conduct such a gap analysis and report its findings and recommendations to the Board.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that a Homeless Services Gap Analysis Committee be established as follows:

(a) Purpose. The Committee shall conduct a comprehensive gap analysis of the City's current homeless services system. The analysis shall: (1) identify gaps and unmet needs in emergency shelter, mental health and substance use services, housing pathways, and street outreach; (2) assess opportunities to strengthen coordination among city departments and

nonprofit service providers; (3) draw on evidence-based best practices from peer municipalities to inform recommendations; and (4) produce formal recommendations to strengthen the City's homeless services response.

(b) Membership. The Committee shall consist of the following members:

1. Two (2) members of the Board of Aldermen, appointed by the President of the Board of Aldermen;
2. The Mayor or the Mayor's designee;
3. The Division Director of Public Health and Community Services or designee;
4. Two (2) representatives of nonprofit homeless service providers operating in the City of Nashua, appointed by the Mayor and confirmed by the Board of Aldermen;
5. One (1) individual with lived experience of homelessness, appointed by the Mayor and confirmed by the Board of Aldermen.

(c) Operations. Appointed members shall serve at the pleasure of the appointing authority. The Committee shall elect a chairperson by majority vote and may adopt bylaws as necessary to regulate its affairs. The Division of Public Health and Community Services shall provide administrative support to the Committee, including but not limited to posting notice of meetings and preparing and posting minutes.

(d) Report. The Committee shall deliver its gap analysis report and formal recommendations to the Mayor and the Board of Aldermen no later than ninety (90) days following the appointment of its members. Upon delivery of its report, the Committee shall disband.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-049

PURPOSE:

Establishing a Homeless Services Gap Analysis Committee

SPONSOR(S):

Alderman-at-Large Alicia Gregg

**COMMITTEE
ASSIGNMENT:**

Personnel/Administrative Affairs Committee

FISCAL NOTE:

Administrative support cost.

ANALYSIS

This resolution establishes a Homeless Services Gap Analysis Committee that would be disbanded after delivering a report as described in the legislation. This committee is subject to NH RSA Chapter 91-A, the "Right-to-Know Law".

Approved as to form:

Office of Corporation Counsel

By: Donna Clarke

Date: 6 July 2026



RESOLUTION

**RELATIVE TO THE FISCAL YEAR 2026 TRANSFER OF \$35,000 FROM
DEPARTMENT 194 "CONTINGENCY", ACCOUNT 70100 "GENERAL
CONTINGENCY" TO-DEPARTMENT 109 "CIVIC & COMMUNITY ACTIVITIES",
ACCOUNTING CLASSIFICATION 56 "OUTSIDE AGENCIES" FOR THE PURPOSE
OF PROVIDING FUNDING TO THE NASHUA ASSOCIATION FOR THE ELDERLY**

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED by the Board of Aldermen of the City of Nashua that for Fiscal Year 2026, \$35,000 be transferred from Department 194 "Contingency", Account 70100 "General Contingency" into Department 109 "Civic & Community Activities", Accounting Classification 56 "Outside Agencies", for the purpose of providing \$35,000 to the Nashua Association for the Elderly to assist with their operating and program costs.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-050

PURPOSE:

Relative to the Fiscal Year 2026 transfer of \$35,000 from Department 194 "Contingency", Account 70100 "General Contingency" to Department 109 "Civic & Community Activities", Accounting Classification 56 "Outside Agencies" for the purpose of providing funding to the Nashua Association for the Elderly

SPONSOR(S):

Alderman Richard A. Dowd

**COMMITTEE
ASSIGNMENT:**

Budget Review Committee

FISCAL NOTE:

Reduces amount available in FY26 general contingency by \$35,000 that could be used as surplus in FY27. The current balance in the FY26 general contingency account is \$140,000.

ANALYSIS

This resolution authorizes the transfer of 35,000 from Fiscal Year 2026 General Contingency into Civic & Community Activities, Outside Agencies for the purpose of providing funding to the Nashua Association for the Elderly.

Charter Sec. 53 permits the Board of Aldermen to transfer any unencumbered appropriation balance or any portion from one department, fund or agency to another. NRO 5-130, H provides that "when proposed legislation to transfer or re-appropriate a particular appropriation or purpose thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending".

**Approved as to account
structure, numbers and
amount:**

Financial Services Division

By:



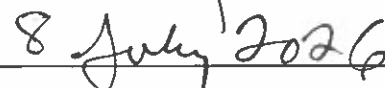
Approved as to form:

Office of Corporation Counsel

By:



Date:





RESOLUTION

RELATIVE TO AUCTIONING TAX DEEDED PROPERTY

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

WHEREAS, upon conveyance of real estate to the City by execution of a tax deed for nonpayment of taxes, the Board of Aldermen shall, by majority vote, either retain and hold the property for public use, or authorize the Mayor to convey such property;

WHEREAS, through the 2007, 2008, 2010, 2021, 2022 and 2023 Tax Levies, certain properties were conveyed to the City by tax deed; and

WHEREAS, one manner of disposition is by public auction per RSA 80:80, II and NRO §5-116.

NOW, THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that the City is authorized to auction the following tax deeded properties, if the same have not been repurchased by the prior owner pursuant to RSA 80:89:

Address	Property Type	Map/Lot
26 New Dunstable Rd	Single Family	Map 0122/ Lot 00085
203 West Hollis St	Multi-Family	Map 0087/Lot 00170
111 Coburn Woods U-184G	Condominium	Map 0000F/Lot 00079
56-58 Canal St.	Commercial	Map 0042/Lot 00228
77 Farmwood Dr. – Jensens	Manufactured Home	Map 0000D/Lot 00051

RESOLUTION**R-26-051**

Address	Property Type	Map/Lot
L Tolles St	Land	Map 0047/Lot 00400
L Pitarys Dr	Land	Map 0000E/Lot 02225
L Edgewood Ave	Land	Map 0060/Lot 00038
L Hassel Brook Rd	Land	Map 0106/Loy 00041
91 Groton Rd	Land	Map 0000D/Lot 00584
3-5 Curtis Dr	Land	Map 0000C/Lot 00790
L Irene St 149-155	Land	Map 0124/Lot 00148
L Narrows Rd	Land	Map 0000I/Lot 00010

This resolution shall become effective September 10, 2026. The authority granted in this resolution is indefinite, until rescinded.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-051

PURPOSE:

Relative to Auctioning Tax Deeded Property

ENDORSERS:

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

**Committee on Infrastructure
Planning Board**

FISCAL NOTE:

**The proceeds of the auction will reduce the outstanding
delinquent tax liability owed to the City.**

ANALYSIS

The effective date is dictated by NH law which requires the sale of the tax deeded properties to be at least ninety (90) days after the date of the repurchase notice, which for these properties the repurchase notice was sent on or before June 10, 2026. See RSA 80:89.

Charter §77 provides that the Planning Board “shall review and make recommendations to the mayor and board of aldermen on all locations for proposed municipal building and facilities, including educational, [and] on the purchase and sale of any land by the city.”

Approved as to form:

Office of Corporation Counsel

By: /s/Celia K. Leonard

Date: July 8, 2026



ORDINANCE

ALLOWING OVERNIGHT ON-STREET PARKING IN WARD 5 FROM MAY 1ST TO OCTOBER 31ST EXCEPT ON CERTAIN MAIN ROADS

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

The City of Nashua ordains that Part II “General Legislation”, Chapter 320 “Vehicles and Traffic”, Article XIII “Night Parking”, Section 320-78 “Parking time limits”, of the Nashua Revised Ordinances, as amended, be hereby further amended by adding the new underlined language as follows, and then re-lettering the remaining subsections:

“§ 320-78. Parking time limits.

- A. Except as hereinafter provided, it shall be unlawful for an operator of any vehicle to park the vehicle for a period longer than two hours between 12:00 midnight and 6:00 a.m., daily, on any public way in the City where overnight on-street permit parking is not allowed. It shall be unlawful for an operator of any vehicle to park the vehicle for any time period between the hours of 12:00 midnight and 6:00 a.m., daily, without a permit on the public ways where overnight on-street permit parking is allowed.
- B. In Ward 5, from May 1st to October 31st of every year, it is lawful for an operator of any vehicle to park the vehicle between 12:00 midnight and 6:00 a.m., daily, on any public way in Ward 5 where parking is otherwise allowed except on the Ward 5 sections of Conant Road, Main Dunstable Road, Groton Road, West Hollis Street, Depot Road, Gilson Road, and Buckmeadow Road.

....”

All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

LEGISLATIVE YEAR 2026

ORDINANCE:

O-26-020

PURPOSE:

Allowing overnight on-street parking in Ward 5 from May 1st to October 31st except on certain main roads

ENDORSER(S):

Alderman Paula Johnson

**COMMITTEE
ASSIGNMENT:**

Committee on Infrastructure

FISCAL NOTE:

Small loss of ticket revenue.

ANALYSIS

This legislation would permit overnight on-street parking in Ward 5 from May 1st to October 31st of every year in locations where parking is otherwise allowed except on the Ward 5 sections of 7 listed main roads.

Approved as to form:

Office of Corporation Counsel

By: 

Date: 8 July 2026



ORDINANCE

INCREASING THE INDIVIDUAL PUBLIC COMMENT TIME DURING THE FIRST PUBLIC COMMENT PERIOD

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

The City of Nashua ordains that Part I “Administrative Legislation”, Chapter 5 “Administration of Government”, Part 2 “Board of Aldermen”, Article III “Rules and Order of Business”, Section 5-14, “Order of business” of the Nashua Revised Ordinances, as amended, be hereby further amended by deleting the struck-through language as follows:

“§ 5-14. Order of business.

...

- C. Public comment allowed in Subsections A and B above shall be conducted as follows:

...

- (5) Each speaker is limited to speaking once per public comment period and is limited to ~~three~~ five minutes during the first public comment period and three minutes during the second public comment period, which time may not be deferred to another speaker or speaker;

...”

All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

This legislation shall take effect following its passage.

LEGISLATIVE YEAR 2026

ORDINANCE:

O-26-021

PURPOSE:

Increasing the individual public comment time during the first public comment period

ENDORSERS:

Alderman Paula Johnson

**COMMITTEE
ASSIGNMENT:**

Personnel/Administrative Affairs Committee

FISCAL NOTE:

None.

ANALYSIS

This ordinance increases the individual's public comment time from 3 minutes to 5 minutes during the first public comment period.

Approved as to form:

Office of Corporation Counsel

By: Dorothy Clarke

Date: 8 July 2026



ORDINANCE

ESTABLISHING THE VIDEO DISPLAY SIGNS OVERLAY DISTRICT

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

The City of Nashua ordains that Chapter 190 “Land Use”, Part 2 “Zoning Districts and Supplemental Use Regulations”, Article IV “Overlay Districts”, of the Nashua Revised Ordinances, as amended, be hereby further amended to add the following new section 190-26.3 “The Video Display Signs Overlay District”:

“§ 190-26.3. The Video Display Signs Overlay District.

- A. Boundary and Applicability.** The Video Display Signs Overlay District is established to include, and shall apply to, all lots abutting Main Street between the center line of the Nashua River to the north and the center line of West Hollis Street and East Hollis Street to the south.
- B. Authority.** The City’s authority to establish the Video Display Signs Overlay District is derived from the innovative land use controls permitted under RSA 674:21, the Charter of the City of Nashua and the Master Plan of the City of Nashua [*Imagine Nashua October 12, 2021*].
- C. Video Display Signs Permitted.** Video Display Signs, defined as electronic screens that show moving images and moving text, or moving images and static text, are permitted within the Video Display Signs Overlay District, subject to the standards in § 190-108, unless such standards are modified by this section.
 - (1) **Area:** The area of a Video Display Sign is subject to the area standards in § 190-108.
 - (2) **Height:** The top of a Video Display Sign shall be no higher than 35 feet from the ground.
 - (3) **Building Integration:** Video Display Signs shall be integrated into the architectural composition of the building façade and shall not obscure, cover, or result in the removal of significant architectural features, including cornices, lintels, pilasters, transoms, or other architectural detailing.

- (4) Audio: Video Display Signs shall not emit sound.
 - (5) Brightness: Video Display Signs shall incorporate automatic brightness controls responsive to ambient light conditions and shall not exceed a luminance of 500 nits between sunset and sunrise.
 - (6) Flashing and Safety: Video Display Signs may include continuous motion imagery but shall not employ flashing, strobing, pulsating, or repetitive abrupt changes in illumination or brightness. Video Display Signs shall not be operated in a manner that impairs driver visibility or interferes with the recognition of official traffic control devices.
 - (7) Maintenance and Operation: In the event of malfunction causing excessive brightness, unintended flashing, or failure of automatic dimming controls, the sign must be deactivated until compliance with this section is achieved.
 - (8) On-Premises Only: Video Display Signs can only identify or advertise a business, activity, product, or service located, conducted, or offered on the same lot as the sign.
- E. **Procedure.** The applicant for a Video Display Sign shall follow same procedures for Changing Signs in § 190-94.
- F. **Conflict.** In the event of any conflict between the provisions of this § 192-26.3 and other provisions of the Land Use Code, the provisions of this § 192-26.3 shall control.

This legislation shall take effect upon passage.

LEGISLATIVE YEAR 2026

ORDINANCE: O-26-022

PURPOSE: Establishing the Video Display Signs Overlay District

ENDORSERS: President Lori Wilshire

COMMITTEE
ASSIGNMENT: Planning and Economic Development Committee
Planning Board

FISCAL NOTE: None.

ANALYSIS

This ordinance establishes an overlay district.

State statute (RSA 675:2) and NRO Section 190-132 require a public hearing and referral to the city planning board. The public hearing is conducted by the aldermanic planning and economic development committee with notice published in a newspaper of general circulation and posted in two public places at least ten calendar days prior to the date of the hearing. (Notice period does not include the day notice is posted or the day of the public hearing. RSA 675:7, I). See RSA 675:7, I-a for notice requirements to individual owners for changes that affect 100 or fewer properties.

A super majority vote (two-thirds (2/3)) of all members present of the board of aldermen would be required if a protest petition is filed pursuant to RSA 675:5. The Planning Board and Board of Aldermen shall consider whether the proposed zoning amendment is consistent with the Master Plan.

Approved as to form: Office of Corporation Counsel

By: /s/Celia K. Leonard

Date: July 9, 2026