7:00 PM Aldermanic Chamber

1. ROLL CALL

2. PUBLIC COMMENT

3. COMMUNICATIONS

From: Amy Girard, Purchasing Manager
Re: Software Subscription: Mimecast in the amount not to exceed $49,450 funded from General Fund/55 - Other Services

From: Amy Girard, Purchasing Manager
Re: Citrix Universal Hybrid Multi-Cloud in the amount not to exceed $40,500 funded from General Fund/54 - Property Services

From: Amy Girard, Purchasing Manager
Re: Software Licensing: Microsoft Office 365 in the amount not to exceed $106,276.25 funded from General Fund/55 - Other Services

From: Amy Girard, Purchasing Manager
Re: HazMat Refresher Class in the amount not to exceed $31,394.40 funded from Grant/55 - Other Services

From: Amy Girard, Purchasing Manager
Re: Purchase of a HazMat Meter in the amount not to exceed $153,771.79 funded from Grant/71 - Equipment

From: Amy Girard, Purchasing Manager
Re: Wastewater Treatment Facility Loading Dock and Tank Wall Coating project in the amount not to exceed $100,600 funded from Wastewater Fund/81 - Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager
Re: Holman Stadium renovation and restoration design services in the amount not to exceed $177,500 funded from Bond/53 - Professional & Technical Services

From: Amy Girard, Purchasing Manager
Re: 2025 CIPP Lining of Sewer Interceptors Change Order #2 in the amount not to exceed $3,393,909 funded from Bond/54 - Property Services

From: Amy Girard, Purchasing Manager
Re: Landfill Water Line materials in the amount not to exceed $50,000 funded from Bond/81 - Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager
Re: Amendment #1 for Icon Architecture's Limited Design Study in the amount not to exceed $100,000 funded from General Fund/54 - Property Services

4. NEW BUSINESS – RESOLUTIONS

5. NEW BUSINESS – ORDINANCES

6. TABLED IN COMMITTEE

7. RECORD OF EXPENDITURES

8. GENERAL DISCUSSION

9. PUBLIC COMMENT

10. REMARKS BY THE ALDERMEN

11. ADJOURNMENT

City of Nashua

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

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

March 25, 2026
Memo #26-152

TO: Mayor Donchess
Finance Committee

SUBJECT: Software Subscription: Mimecast in the amount not to exceed $49,450 funded from General Fund/ 55- Other Services

Please see attached communications from Nick Miseirvitch, CIO, dated March 24, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item:	Renewal of Mimecast licensing that includes Critical Protection Cloud Gateway, A1 Cloud, Basic Support and Configuration Assistance
Value:	$49,450
Department:	120 Technology Maintenance
Vendor:	Gov Connection, Inc.
Fund:	General Fund/55- Other Services
Ordinance:	Pursuant to § 5-84 Special purchase procedures A/(3) Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions

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

Regards,

Amy Girard
Purchasing Manager

Cc: N Miseirvitch
D Enwright
T Cummings

City of Nashua

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

(603) 589-3300

To: Ms. Amy Girard
Purchasing Manager
City of Nashua
229 Main Street
Nashua, NH 03061-2019

Date: March 24, 2026

Re: Mimecast Licensing

Ms. Girard,

This request is for the 1- Year renewal required for the operation of Mimecast Licensing services.

Funding is available in 120 Technology Maintenance, Software Subscription Services; 20.1.555 – 55620, for a single upfront payment of $49,450.00.

Sincerely,

Nick Miseirvitch
CIO, Information Technology

Cc: Tim Cummings, Director of Administrative Services

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT®

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Meaghan Brown
Phone: (800) 998-8277 ext. 33242
Fax: (603) 683-0615
Email: meaghan.brown@connection.com

 # 25868857.04
PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING

Date: 3/19/2026
Valid Through: 3/22/2026
Account #: S01651 18500

Customer Contact: Nick Miseirvitch
Email: miseirvitchn@nashuanh.gov
Phone: (603) 589-3305
Fax: (603) 594-3450

QUOTE PROVIDED TO:	SHIP TO:
AB#: 18500	
CITY OF NASHUA	**CITY OF NASHUA**
ACCOUNTS PAYABLE	INFORMATION TECHNOLOGY
CS 2019/CENTRAL PURC	229 MAIN STREET
CITY HALL / 229 MAIN ST, Attn: Accounts payable	NASHUA, NH 03060
NASHUA, NH 03061	USA
US	
(603) 589-3182	(603) 594-3308

DELIVERY	FOB	SHIP VIA	PRODUCT WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	SOURCEWELL #121923

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	1				Start Date: 04/29/2026 End Date: 04/28/2027			$ -
	2	575	41931485	M_CRTL-PRT-CG_250_A	Critical Protection Cloud Gateway Cloud Gateway -	Mimecast Licensing	$ 49.00	$ 28,175.00
	3	575	41549461	M_A1_250_A	A1 Cloud -	Mimecast Licensing	$ 37.00	$ 21,275.00
	4	1	41778160	M_BSC-SP_1_A	Basic Support -	Mimecast Licensing	$ -	$ -
	5	1	42019401	M_LCSCA_ABEC_1_OO	Configuration Assistance Advanced BEC -	Mimecast Licensing	$ -	$ -
	6				++++Pricing valid until 4/27/2026			$ -

Subtotal	**$ 49,450.00**
Fee	**$ 0.00**
Shipping and Handling	**$ 0.00**
Tax	**Exempt!**
Total	**$ 49,450.00**

QUOTE TERMS AND CONDITIONS
Unless you have a written master purchase agreement in effect with PC Connection, Inc., PC Connection Sales Corporation, MoreDirect, Inc., or GovConnection, Inc. (each doing business as Connection), that expressly governs this transaction, all orders are governed by Connection s Terms and Conditions of Sale available at: https://www.govconnection.com/content/about/legal/terms-and-conditions-sale (the Agreement), which are incorporated by reference as if fully set forth in this Quote.
Some products and services sold by Connection come with end user license agreements (EULAs) from the original manufacturer or service provider (OEM), as well as certain required reseller pass-through terms that Connection must provide or enforce. These terms may be shared with you either by the OEM or by Connection. For your convenience, applicable terms for certain products are available here: https://www.govconnection.com/content/about/legal/oem-cloud-software-mandatory-end-customer-notice . Please review this page to see whether any of the products you are purchasing are listed. These terms apply in addition to this Agreement or any applicable master purchase agreement.
Most license and subscription products renew automatically under OEM terms. You are responsible for timely cancellation as required by the OEM. Cancellation and refund rights are governed by OEM terms, and some products or services may be non-cancellable and non-refundable once ordered, activated, or renewed. You remain responsible for any non-cancellable or non-refundable charges.
By placing an order in response to this Quote or using the products or services described, you agree to the Agreement (if no master purchase agreement applies) and all OEM and pass-through terms. No signature is required. Any additional or different customer terms are rejected. If you do not agree, do not place an order or use the products or services.
Pricing and availability are subject to change prior to shipment (in the case of equipment) or delivery (in the case of software). Connection reserves the right, prior to shipment or delivery, to adjust pricing or cancel any order for any reason, including manufacturer price increases, allocation changes, tariffs, exchange rate fluctuations, supply constraints, or other factors beyond Connection s reasonable control. Orders are not binding until shipment or delivery.

ORDERING INFORMATION

GovConnection, Inc. DBA Connection

SOURCEWELL Contract # 121923

Contract Expiration: 27 February 2028

Please contact your account manager with questions.

Ordering Address	**Remittance Address**
GovConnection, Inc.	GovConnection, Inc.
732 Milford Road	PO Box 536477
Merrimack, NH 03054	Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order..

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: **https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm**

Notice on Tariff Tax Impacts: Please be aware that the pricing shown in this quote is potentially subject to change at time of order placement due Federal Government tax law changes resulting in increases in Tariff's assessed on imports and exports, which are outside our control and the control of our suppliers. Please confirm pricing with your Account Manager prior to order placement. We apologize for this inconvenience.

Please forward your Contract or Purchase Order to: SLEDOPS@connection.com
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374

City of Nashua

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

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

March 25, 2026
Memo #26-153

TO: Mayor Donchess
Finance Committee

SUBJECT: Citrix Universal Hybrid Multi-Cloud in the amount not to exceed $40,500 funded from General Fund/ 54- Property Services

Please see attached communications from Nick Miseirvitch, CIO, dated March 16, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item:	Remote access for Citrix Hybrid Multi-Cloud
Value:	$40,500
Department:	120 Technology Maintenance
Vendor:	IntraSystems, LLC
Fund:	General Fund/ 54-Property Services
Term:	3 years
Ordinance:	Pursuant to § 5-84 Special purchase procedures A/(3) Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions

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

Regards,

Amy Girard
Purchasing Manager

Cc: N Miseirvitch
D Enwright
T Cummings

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen

From: Mayor Jim Donchess

Date: March 25, 2026

Re: Multi-Year Contract Award – Citrix Universal Hybrid Multi-Cloud Co-Term

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 April 1, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item:	Citrix Hybrid Multi-Cloud for remote access
Value:	$40,500
Vendor:	IntraSystems, LLC
Purchasing Memo#:	26-153 dated March 25, 2026
Contract Term:	3 years

Thank you.

229 Main Street • PO Box 2019 • Nashua, New Hampshire 03061-2019
603.589.3260 • fax 603.594.3450 • NashuaMayor@NashuaNH.gov
www.NashuaNH.gov

City of Nashua

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

(603) 589-3300

To: Ms. Amy Girard
Purchasing Manager
City of Nashua
229 Main Street
Nashua, NH 03061-2019

Date: March 16th, 2026

Re: Citrix Universal Hybrid Multi-Cloud Co-Term

Ms. Girard,

This request is for the 3 Year renewal required for the continued operation of Citrix Hybrid Multi-Cloud for remote access.

Funding is available in 120 Technology Maintenance, Software Maintenance 20.1.555 – 54407, for a single upfront payment of $40,500.00

Sincerely,

Nick Miseirvitch
CIO, Information Technology

Cc: Tim Cummings, Director of Administrative Services

We have prepared a quote for you

Citrix Universal Hybrid Multi-Cloud Co-Term

Prepared for **City of Nashua**

By Joseph Frew | jfrew@intrasystems.com
Valid until Friday, April 24, 2026

Quote Information:

Quote #: 103144

Date: Wednesday, March 11, 2026

Exp. Date: Friday, April 24, 2026

Prepared for:

Nicholas Miseirvitch

City of Nashua

229 Main Street

Nashua, New Hampshire 03060, United States

miseirvitchn@nashuanh.gov

Prepared by:

Joseph Frew

jfrew@intrasystems.com

Ship to:

Nicholas Miseirvitch

229 Main Street

Nashua, New Hampshire 03060, United States

				$40,500.00
Product		**Quantity**	**Price**	**Amount**
	IntraSystems Premium Citrix Universal Hybrid Multi-Cloud User License - Coverage until 8/31/28	100	$297.00	$29,700.00
	IntraSystems 8x5 Technical Support for Citrix CSP Universal Hybrid Multi-Cloud License	100	$108.00	$10,800.00

Licensing and support coverage will cover 5/25/26-8/31/28

Subtotal	$40,500.00
Shipping	$0.00
Tax	$0.00
Total	**$40,500.00**

Citrix Universal Hybrid Multi-Cloud License and Support Overview

For more information on IntraSystems' Citrix Universal Hybrid Multi-Cloud Licenses and Support, click **here** for an overview.

Quote Terms & Conditions:

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

IntraSystems Locations:

Headquarters:
35 Braintree Hill Office Park
Suite 403
Braintree, MA 02184

Pennsylvania
1001 Liberty Avenue
5th Floor
Pittsburgh, PA 15222

New Hampshire
360 State Route 101
Pinetree Place, Bldg. 9
Bedford, NH 03110

Contact Information

781.986.1700 | 866.202.0020 | info@intrasystems.com

intra systems
Access. Security. Trust.

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

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

March 25, 2026
Memo #26-154

TO: Mayor Donchess
Finance Committee

SUBJECT: Software Licensing: Microsoft Office 365 in the amount not to exceed $106,276.25 funded from General Fund/ 55- Other Services

Please see attached communications from Nick Miseirvitch, CIO, dated March 25, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item:	Implementation of Microsoft Office 365
Value:	$121,643.50
Department:	120 Technology Maintenance
Vendor:	Gov Connection, Inc.
Fund:	General Fund/55-Other Services
Ordinance:	Pursuant to § 5-84 Special purchase procedures A/(3) Purchases which can be procured through cooperative intergovernmental purchase agreements with other governmental jurisdictions .

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

Regards,

Amy Girard
Purchasing Manager

Cc: N Miseirvitch
D Enwright
T Cummings

City of Nashua

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

(603) 589-3300

To: Ms. Amy Girard
Purchasing Manager
City of Nashua
229 Main Street
Nashua, NH 03061-2019

Date: March 25th, 2026

Re:

Ms. Girard,

This request is for the 1 Year licensing cost required for the Office 365 implementation.

Funding is available in 120 Technology Maintenance, Software Subscription Services 20.1.555 – 55620, for a single upfront payment of $121,643.50.

Sincerely,

Nick Miseirvitch
CIO, Information Technology

Cc: Tim Cummings, Director of Administrative Services

Connection
PUBLIC SECTOR SOLUTIONS
we solve IT

SALES QUOTE

GovConnection, Inc.
732 Milford Road
Merrimack, NH 03054

Account Executive: Meaghan Brown
Phone: (800) 998-8277 ext. 33242
Fax: (603) 683-0615
Email: meaghan.brown@connection.com

 # 25870419.06
PLEASE REFER TO THE ABOVE QUOTE # WHEN ORDERING

Date: 3/25/2026
Valid Through: 3/28/2026
Account #: S01651 18500

Customer Contact: Nick Miseirvitch
Email: miseirvitchn@nashuanh.gov
Phone: (603) 589-3305
Fax: (603) 594-3450

QUOTE PROVIDED TO:	SHIP TO:
AB#: 18500	AB#: 25016115
CITY OF NASHUA	**CITY OF NASHUA**
ACCOUNTS PAYABLE	INFORMATION TECHNOLOGY
CS 2019/CENTRAL PURC	229 MAIN STREET
CITY HALL / 229 MAIN ST, Attn: Accounts payable	NASHUA, NH 03060
NASHUA, NH 03061	US
US	
(603) 589-3182	(603) 589-3305

DELIVERY	FOB	SHIP VIA	PRODUCT WEIGHT	TERMS	CONTRACT ID#
5-30 Days A/R/O	Destination	Small Pkg Ground Service Level	.00 lbs	Net 30	SOURCEWELL #121923

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order.

*	Line #	Qty	Item #	Mfg. Part #	Description	Mfg.	Price	Ext
	1	600	41793006	CFQ7TTC0LFJ2:000Q	Govt. CSP Enterprise Mobility + Security G3 Governmental NCE 1 Year Term Paid Upfront -	Microsoft Csp-G	$ 97.76	$ 58,656.00
	2	150	41802073	CFQ7TTC0LH16:000T	Govt. CSP Exchange Online (Plan 1) GCC NCE 1 Year Term Paid Upfront -	Microsoft Csp-G	$ 40.31	$ 6,046.50
	3	450	41802082	CFQ7TTC0J1Z9:0007	Govt. CSP Office 365 G1 GCC NCE 1 Year Term Paid Upfront -	Microsoft Csp-G	$ 100.78	$ 45,351.00
	4	50	41804687	CFQ7TTC0J1Z4:0003	Govt. CSP Office 365 G3 GCC NCE 1 Year Term Paid Upfront -	Microsoft Csp-G	$ 231.80	$ 11,590.00
	5				++++ Pricing Valid Until April 10th ++++			$ -

Subtotal	**$ 121,643.50**
Fee	**$ 0.00**
Shipping and Handling	**$ 0.00**
Tax	**Exempt!**
Total	**$ 121,643.50**

QUOTE TERMS AND CONDITIONS
Unless you have a written master purchase agreement in effect with PC Connection, Inc., PC Connection Sales Corporation, MoreDirect, Inc., or GovConnection, Inc. (each doing business as Connection), that expressly governs this transaction, all orders are governed by Connection s Terms and Conditions of Sale available at: https://www.govconnection.com/content/about/legal/terms-and-conditions-sale (the Agreement), which are incorporated by reference as if fully set forth in this Quote.
Some products and services sold by Connection come with end user license agreements (EULAs) from the original manufacturer or service provider (OEM), as well as certain required reseller pass-through terms that Connection must provide or enforce. These terms may be shared with you either by the OEM or by Connection. For your convenience, applicable terms for certain products are available here: https://www.govconnection.com/content/about/legal/oem-cloud-software-mandatory-end-customer-notice . Please review this page to see whether any of the products you are purchasing are listed. These terms apply in addition to this Agreement or any applicable master purchase agreement.
Most license and subscription products renew automatically under OEM terms. You are responsible for timely cancellation as required by the OEM. Cancellation and refund rights are governed by OEM terms, and some products or services may be non-cancellable and non-refundable once ordered, activated, or renewed. You remain responsible for any non-cancellable or non-refundable charges.
By placing an order in response to this Quote or using the products or services described, you agree to the Agreement (if no master purchase agreement applies) and all OEM and pass-through terms. No signature is required. Any additional or different customer terms are rejected. If you do not agree, do not place an order or use the products or services.
Pricing and availability are subject to change prior to shipment (in the case of equipment) or delivery (in the case of software). Connection reserves the right, prior to shipment or delivery, to adjust pricing or cancel any order for any reason, including manufacturer price increases, allocation changes, tariffs, exchange rate fluctuations, supply constraints, or other factors beyond Connection s reasonable control. Orders are not binding until shipment or delivery.

ORDERING INFORMATION

GovConnection, Inc. DBA Connection

SOURCEWELL Contract # 121923

Contract Expiration: 27 February 2028

Please contact your account manager with questions.

Ordering Address	**Remittance Address**
GovConnection, Inc.	GovConnection, Inc.
732 Milford Road	PO Box 536477
Merrimack, NH 03054	Pittsburgh, PA 15253-5906

Please reference the Contract # on all purchase orders.

TERMS & CONDITIONS

Payment Terms:	NET 30 (subject to approved credit)
FOB Point:	DESTINATION (within Continental US)
Maximum Order Limitation:	NONE
Delivery Time:	1-30 DAYS ARO
FEIN:	52-1837891
DUNS Number:	80-967-8782
Cage Code:	OGTJ3
Business Size:	LARGE

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Terms and Conditions of our Sourcewell Contract # 121923. Any Order accepted by GovConnection for the items included in this Quotation is expressly limited to those Terms and Conditions; any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. No other terms and conditions shall apply without the written consent of GovConnection, Inc. Please refer to our Quote Number in your order..

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: **https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm**

Notice on Tariff Tax Impacts: Please be aware that the pricing shown in this quote is potentially subject to change at time of order placement due Federal Government tax law changes resulting in increases in Tariff's assessed on imports and exports, which are outside our control and the control of our suppliers. Please confirm pricing with your Account Manager prior to order placement. We apologize for this inconvenience.

Please forward your Contract or Purchase Order to: **SLEDOPS@connection.com**
QUESTIONS: Call 800-800-0019
FAX: 603.683.0374

City of Nashua

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

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

March 25, 2026
Memo #26-155

TO: Mayor Donchess
Finance Committee

SUBJECT: HazMat Refresher Class in the amount not to exceed $31,394.40 funded from Grant/ 55-Other Services

Please see attached communications from Matthew Perault, HazMat Captain, dated March 20, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item:	2026 Hazardous Materials training to be offered in four (8) hour sessions
Value:	$31,394.40
Department:	152 Fire Rescue
Vendor:	The HazMat Guy Productions, Inc.
Fund:	Grant/55-Other Services
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: M Perault
K Conde
T Cummings

Nashua Fire Rescue
Station 2 – Hazardous Materials Team
177 Lake St, Nashua, NH 03060
www.nashuafire.com

Matthew Perault
Haz Mat Captain
(603) 594-3647
MatthewP@NashuaNH.gov

To: Steve M. Buxton, Chief of Department
From: Matthew Perault, Captain
Date: March 20, 2026
Re: The Hazmat Guys

Chief Buxton,

I am requesting permission to move forward with our 2026 hazardous materials training program presented by The Hazmat Guys. The quote for the program is $30,480.00. The requested amount is not to exceed $31,394.40, which includes a 3% contingency.

The Hazmat Guys is one of the leading educational providers of equipment and educational programs in the hazardous materials industry. They will be presenting Chemical / Physical properties with basic metering course. This is an 8-hour program designed to provide education on operational considerations in chemical and physical properties as well as using our meters on hand to assist with identifying the substances. This class is uniquely developed by the educators at The Hazmat Guys. The 8-hour program will be presented four times covering of the SMART hazardous materials technicians.

This purchase is grant funded through the State of New Hampshire Department of Safety Homeland Security Grant Program. There is no local match for this grant.

If you need additional supporting information on this purchase request, please contact me.

Respectfully,

Matthew Perault
HazMat Captain

The HazMat Guys Productions, Inc.
446 E Meadow Ave Unit 139
East Meadow, NY 11554

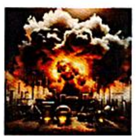
Nashua Fire Rescue, Matt Perault

Quotation # S00394

Quotation Date
03/20/2026

Expiration
06/30/2026

Salesperson
Brian Keyeck

	DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
	CHEMICAL & PHYSICAL PROPERTIES (8-Hour Delivery, 8hr - 2 Instructors) Find out how the world works. This interactive class explores chemical vs. physical properties with vivid demonstrations. From gold's glitter to milk's spill, we blend theory, real-world application, and a dash of wit. Unravel matter's mysteries with us!	4.00 Units	7,995.00		$ 31,980.00
(Cost includes 2 instructor and all travel expenses.)					
	Discount 4.69%	1.00 Units	-1,500.00		$ -1,500.00
$500 discount applied for 2nd, 3rd and 4th day of training as additional travel costs are not required					

Untaxed Amount	$ 30,480.00
Total	**$ 30,480.00**

Terms & Conditions: https://the-haz-mat-guys-productions-inc.odoo.com/terms

March 12, 2026
Captain Matthew Perault
Nashua Fire Rescue

The Haz Mat Guys Productions Inc. (FEIN 81-1567949) is a leading provider of hazardous materials training services, distinguished by our exceptional expertise, tailored training programs, and the renowned experience of our founding and instructional team. Due to these unique qualifications, we assert that The Haz Mat Guys Productions Inc. is the sole-source provider for the hazardous materials response training listed below.

Our connection to the Fire Department of the City of New York (FDNY), the world's busiest and most skilled emergency response agency, imbues our training with unmatched insights and operational tactics. This lineage offers an invaluable foundation for the cutting-edge programs we deliver.

We pride ourselves on our instructors, who come from the nation's top-tier hazmat response teams, ensuring training grounded in real-world experience. Their expertise is practical and directly applicable to complex hazmat scenarios, making our training not only informative but also highly engaging.

Unlike generic training providers, The Haz Mat Guys Productions Inc. specializes in customizing training programs to meet the unique needs of each department or organization. This tailored approach ensures that the training is directly relevant to the specific operational challenges faced by our clients, offering significant value beyond standard courses.

The following is a brief listing of courses that THMG is the sole-source provider for:

101/201/301: Modular Metering	101/201: Intro To Radiation Response
101/201: Chemical & Physical Properties	301: Radiation Specialist
301: Chemistry of Hazardous Materials	101/201: Oxidizers
101/201: Cryogenic Emergencies	201: Fuel Transfer
101/201: Cylinder Emergencies	101/201/301 Tox-Medic

101/201: Dry Decon	101/201: Chemical Suicide
101/201: Flammable Gas Response	101/201: Clan-Lab BOOM
101/201: Understanding PPE Selection	101/201: Clan-Lab DRUGS
101/201: CO2 Response	101/201: Lithium-Ion Battery
101/201: Annual Refresher Program	101/201/301: How Not To Suck At Teaching
101/201: Hazmat for Law Enforcement	101/201: Halogenated Hydrocarbons
101: Hazardous Materials Awareness	101: Hazardous Materials Operations
201: Wet Chemistry Identification (HAZCAT)	101/201: Laser Methane
101/201: Over The Road Cargo	101/201: Over The Rail Cargo
101/201: Emergency Response To Terrorism	101/201: ARFF – Aircraft Rescue Fire Fighting
101/201: Emerging Alternative Fuels Response	101/201: (ESS) Energy Storage Systems

Given our exclusive background, specialized expertise, and the superior quality of our customized programs, The Haz Mat Guys Productions Inc. is uniquely positioned to provide unmatched hazardous materials training. If you have any questions or need further information, please feel free to contact me at (571) 471-2414 or by email at brian@thehazmatguys.com.

Sincerely,

Brian Keyeck
Chief Sales & Marketing Officer

City of Nashua

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

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

March 25, 2026
Memo #26-156

TO: Mayor Donchess
Finance Committee

SUBJECT: Purchase of a HazMat Meter in the amount not to exceed $153,771.79 funded from Grant/ 71- Equipment

Please see attached communications from Matthew Perault, HazMat Captain, dated March 20, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item:	Purchase of one (1) VipIR FTIR/Raman Chemical Analyzer spectrometer with on-site operator training
Value:	$153,771.79
Department:	152 Fire Rescue
Vendor:	908 Devices Inc.
Fund:	Grant/71- Equipment
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.

Choose an item., and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc:
Choose an item.
T Cummings

Nashua Fire Rescue

Station 2 – Hazardous Materials Team
177 Lake St, Nashua, NH 03060
www.nashuafire.com

Matthew Perault
Haz Mat Captain
(603) 594-3647
MatthewP@NashuaNH.gov

To: Steve M. Buxton, Chief of Department
From: Matthew Perault, Captain
Date: March 20, 2026
Re: VipIR Chemical Analyzer

Chief Buxton,

I am requesting permission to move forward with procurement of one (1) VipIR FTIR/Raman Chemical Analyzer. The quoted price of the unit with training is $149, 293.00. The requested amount is not to exceed $153,771.79, which includes a 3% contingency.

This unit allows the Hazardous Materials Team to identify and quantify up to 6 substances in real time from a database of 39,000 and send the results to the Incident Commander outside the hot zone via the mobile app.

In addition, it will replace aging technology that is currently out of service and not fiscally advantageous to have repaired.

This purchase is grant funded through the State of New Hampshire Department of Safety Homeland Security Grant Program. There is no local match for this grant.

If you need additional supporting information on this purchase request, please contact me.

Respectfully,

Matthew Perault
HazMat Captain

908devices

44 3rd Avenue
Burlington, MA01803

Prepared By	Mike Nagle	**Created Date**	3/12/2026 4:56 PM
Email	mnagle@908devices.com	**Quote Number**	908203651
Account Number		**Expiration Date**	6/10/2026

Address Information

Primary Contact	Matthew Perault	**Account Name**	Nashua Fire Rescue
Bill To Name	Nashua Fire Rescue	**Ship To**	177 Lake Street Nashua, NH 03060 United States
Bill To	177 Lake Street Nashua, NH 03060 United States		

Customer

Phone	(603) 305-7048	**Notes**	
Email	matthewp@nashuanh.gov		

Product Code	Product Description	List Price	Qty	Disc.%	Total Price
VIR-R-15-1-0-03	VipIR (Red) Integrated FT-IR and Raman spectrometer for the analysis of solids and liquids. Includes: FTIR library of 23,000+ chemicals; Raman library of 16,000+ chemicals; flexible Raman probe; integrated vial holder. - Loaner during limited warranty period, based on availability (US only) - Five (5) years of Warranty and Support for VipIR. Includes software and library updates, 24/7 technical support and product warranty. Includes loaner unit based on availability for covered Warranty & Support repairs. - Type B Plug - On-site Operator Training (CONUS only) Training course covers basic operation, safety and sampling recommendations. Limited to 10 students per course.	$143,050.00	1	1	$141,619.50
900-00606	On-site Operator Training, add-on class, North America; requires purchase of standalone training course (900-00601). Must be scheduled during the same visit as initial training. 8 hour training covering basic operation, safety and sampling recommendations. Limited to 10 students per class.	$2,550.00	3	1	$7,573.50
				TOTAL:	$149,193.00

Subtotal:	**USD 149,193.00**
Shipping and Handling:	**USD 100.00**
Grand Total:	**USD 149,293.00**

Delivery, Banking & Payment Information

DELIVERY	<90 Days ARO
PAYMENT TERMS	Net 30
SHIPPING TERMS	FOB Origin

ORDERS can be sent to: orders@908devices.com
or mailed to: 44 3rd Avenue, Burlington, MA 01803

CAGE 6RTZ6
DUNS 078437853

Payment Information

To Pay By ACH Wire:
Routing (ACH) - 121000358
SWIFT BOFAUS3N

Account - 1416818468
Bank:
Bank of America N.A.
8001 Villa Park Drive
Henrico, VA 23228
United States of America

Payments made via credit card will be subject to a 3.15% convenience fee.

Terms & Conditions

Terms of Sale

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

44 3rd Ave,
Burlington, MA 01803
908devices.com

February 2026

To whom it may concern:

The purpose of this letter is to support sole brand justification for the acquisition of goods and/or services.

908 Devices is the sole manufacturer and sole service provider of the XplorIR handheld gas identifier, the ProtectIR handheld solid and liquid identifier, and the ThreatID solids, liquids and gas identification system and the VipIR 3-in-one integrated spectrometer,

These products are unique in their capabilities. The XplorIR is the only available handheld system for the identification of 5600 gases, the ProtectIR is the only web enabled handheld FTIR, and the ThreatID is the only integrated system which can identify solids, liquids and gases with optional gas cell attachment. The VipIR is the first and only integrated FT-IR and Raman spectrometer.

Additionally, 908devices is the only authorized point of service, support, and maintenance for these systems, including certified training, warranty, repair, upgrades and technical support.

Please feel free to contact me on any issue regarding this matter at (203) 456-4423 or jim.fitzpatrick@908devices.com.

Sincerely,

Jim Fitzpatrick

Jim Fitzpatrick

Senior Director, State and Local

COMMONWEALTH OF MASSACHUSETTS | **STANDARD CONTRACT FORM**

This form is jointly issued and published by the Office of the Comptroller, the Executive Office for Administration and Finance, and the Operational Services Division as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions and Contractor Certifications, the Commonwealth Terms and Conditions, the Commonwealth Terms and Conditions for Human and Social Services, or the Commonwealth IT Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access forms at macomptroller.org/forms or mass.gov/lists/osd-forms.

CONTRACTOR INFORMATION		COMMONWEALTH INFORMATION	
Contractor Legal Name 908 Devices, Inc.		**Department** Department of Fire Services	**MMARS Code** DFS
d/b/a		**Contract Manager Name** Julie Walrath	
Legal Address As entered on Form W-9 or Form W-4 645 Summer Street, Boston, MA 02210		**Business Mailing Address** P.O. Box 1025 1 State Road, Stow MA 01775	
Contract Manager Name Joseph Griffith IV		**Billing Address** If Different	
Phone 857-254-1528	**Fax**	**Phone** 978-567-3100	**Fax** 978-567-3121
Email jgriffith@908devices.com		**Email** julie.walrath@mass.gov	
Vendor Code VC0000745958		**MMARS Doc ID(s)**	
Vendor Code Address ID e.g. "AD001". AD001 Note: The Address ID must be set up for Electronic Funds Transfer (EFT) payments.		**RFR/Procurement or Other ID Number** DFS-Meters-2024, BD-95152	

☐ NEW CONTRACT	☑ CONTRACT AMENDMENT
Procurement or Exception Type (Check one option only)	**Current Contract End Date *PRIOR* to Amendment** January 31, 2026 — **Amendment Amount** Or Enter "No Change" No change
☐ **Statewide Contract** (OSD or an OSD-designated department.)	**Amendment Type** Check one option only. Attach details of amendment changes.
☐ **Collective Purchase** (Attach OSD approval, scope, and budget.)	☑ **Amendment to Date, Scope, or Budget** (Attach updated scope and budget.)
☐ **Department Procurement** - Includes all Grants 815 CMR 2.00. (Attach Solicitation Notice or RFR, and Response or other procurement supporting documentation.)	☐ **Interim Contract with Current Contractor** (Attach justification for Interim Contract and updated scope/budget.)
☐ **Emergency Contract** (Attach justification for emergency, scope, and budget.)	☐ **Contract Employee** (Attach any updates to scope or budget.)
☐ **Contract Employee** (Attach Employee Status Form, scope, and budget.)	☐ **Other Procurement Exception** (Attach authorizing language/justification and updated scope/budget.)
☐ **Interim Contract with new Contractor** (Attach justification for Interim Contract and updated scope/budget.)	
☐ **Other Procurement Exception** (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope, and budget.)	

TERMS AND CONDITIONS

The Standard Contract Form Instructions and Contractor Certifications and the following document are incorporated by reference into this Contract and are legally binding. Check ONE option:

☑ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions for Human and Social Services ☐ Commonwealth IT Terms and Conditions

COMPENSATION

Check ONE option.

The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

☑ **Rate Contract (No Maximum Obligation).** (Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☐ **Maximum Obligation Contract.** Total maximum obligation for total duration of this contract (or new total if contract is being amended):

MMARS Doc ID(s)

PROMPT PAYMENT DISCOUNTS (PPD)

Commonwealth payments are issued through Electronic Funds Transfer (EFT) 45 days from invoice receipt. See Prompt Pay Discounts Policy.

Contractors requesting accelerated payments must identify a PPD as follows:

Payment issued within: **10 days** % PPD. **If PPD percentages are left blank, identify reason:**

15 days % PPD.

20 days % PPD.

30 days % PPD.

☐ **Statutory/legal** ☐ **Ready Payments** (M.G.L. c. 29, § 23A) ☑ **Agree to standard 45-day cycle** ☐ **Only initial payment**

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT

Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment.
Attach all supporting documentation and justifications.

DFS-Meters-2024, Hazardous Materials Detection
Meters, Repair Services and Calibration. This contract provides for the purchase of various hazardous materials meters, monitoring devices and accessories per the
specifications In CommBuys Bid• 95152 and the Bidder's response on QT-12TT94. This contract also provides for repair parts, repair services, maintenance and
calibration services. There is one additional renewal available through January 31, 2030.

SUPPLIER DIVERSITY PROGRAM (SDP) PLAN

Does the Supplier Diversity Program apply?

☑ **YES** If YES, the Contractor's annual SDP commitment for this Contract is 1%

☐ **NO** If NO, and the department is an Executive Department, enter the appropriate exemption: Under $250,000.00

ANTICIPATED START DATE (Complete ONE option only.)

The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☐ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

☑ 2. may be incurred as of 2/1/2026 , a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date.

☐ 3. were incurred as of , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE

Contract performance shall terminate as of 1/31/2028 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS

Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable), and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR Signature and date must be captured at time of signature.	AUTHORIZING SIGNATURE FOR THE DEPARTMENT Signature and date must be captured at time of signature.
Joseph H. Griffith IV 01/05/2026	Signature. John A. Walcath 01/13/2026
CFO and Treasurer	CPO

City of Nashua

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

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

March 25, 2026
Memo #26-157

TO: Mayor Donchess
Finance Committee

SUBJECT: Wastewater Treatment Facility Loading Dock and Tank Wall Coating project in the amount not to exceed $100,600 funded from Wastewater Fund/ 81- Capital Outlay/Improvements

Please see attached communications from David Boucher, Superintendent of the Wastewater Department, dated March 26, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Recoating of the loading dock, 2 sledge thickening tanks, a grit tank and a retaining wall
Value: $100,600
Department: 169 Wastewater
Vendor: Pescinski Painting
Fund: Wastewater Fund/ 81-Capital Outlay/Improvements

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, IFB0290-031326 was issued and the following bids were received:

Vendor	Location	Amount
Pescinski Painting	Tilton, NH	$100,600
John W Egan	West Newton, MA	$139,290
RJ Forbes Painting Corp	Attleboro, MA	$161,766
Soep Painting Corp	Lawrence, MA	$183,000

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Boucher, C O'Connor, and T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: March 26, 2026

From: David L. Boucher, Superintendent
Wastewater Department

Re: Loading Dock and Tank Wall Coating Project

B. Motion: To approve the contract with Pescinski Painting LLC of Tilton, NH in an amount not to exceed $100,600 for the Loading Dock and Tank Wall Coating project. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 81 Capital Outlay/Improvements.

Discussion: The Nashua Wastewater Treatment Facility has a loading dock that was constructed during the 1974 plant upgrades. It has many steel beams to hold up the loading dock and roof that are showing corrosion, particularly below the loading dock. All the metal structures need to be recoated. Adjacent to the loading dock are 2 sludge thickening tanks, a grit tank, and a retaining wall all constructed during the 1974 plant upgrades. There is a concrete skim coat on these structures that has fallen off in many locations. All loose material needs to be removed from the walls of the structures and recoated with a protective concrete coating material. In addition, the concrete floor on the loading dock has endured heavy traffic of the years and needs to be cleaned and recoated.

This project went out to bid on February 19, 2026. The bid included a base bid and 5 bid alternates. Bid alternate 4 and 5 were for 2 different methods to coat the loading dock floor. Bid alternate 5 was chosen, which if for a more robust floor coating. Four bids were received from the bid opening (which includes the base bid and bid alternates 1, 2, 3 and 5), as follows:

Company	Location	Bid Total
Pescinski Painting	Tilton, NH	$100,600
John W Egan	West Newton, MA	$139,290
RJ Forbes Painting Corp	Attleboro, MA	$161,766
Soep Painting Corp	Lawrence, MA	$183,000

References for the lowest bidder Pescinski Painting were contacted. All responses gave a favorable recommendation of Pescinski Painting. They are well qualified for this work, and have done similar work at other wastewater plants.

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This agreement is made:

BETWEEN the OWNER:	City of Nashua, New Hampshire 229 Main Street Nashua, NH 03060-2019
And the CONTRACTOR:	Pescinski Painting LLC 5 Orchard Drive Tilton, NH 03276 and its successors, transferees and assignees (together "CONTRACTOR")
For the following Project:	WWTF Loading Dock and Tank Wall Coating Project IFB0290-031326

ARTICLE 1 – THE CONTRACT DOCUMENTS

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

1. This Agreement signed by the OWNER and CONTRACTOR, including the General Terms and Conditions;
2. Exhibit A – Scope of Work-Specifications
3. Exhibit B – Bid Schedule submitted March 12, 2026;
4. Payment and Performance Bonds;
5. Certificate of Liability Insurance;
6. Contract Exhibits:
    a Notice of Award;
    b Notice to Proceed;
    c Change Order (for minor changes in the Work issued after execution of this Agreement);
7. Fully Executed OWNER Purchase Order

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

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

ARTICLE 2 – WORK TO BE PERFORMED

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

DESCRIPTION OF WORK:

Surface preparation and recoating of metal and concrete structures at the Nashua Wastewater Treatment Facility loading dock area. Work includes removal of deteriorated coatings, rust, and delaminated concrete skim coat; localized concrete repairs; and preparation of all surfaces in accordance with industry standards and manufacturer requirements. Specified industrial coating systems shall be applied to structural steel columns, beams, roof supports, rain guards, three concrete tanks, a retaining wall, and the loading dock floor as outlined in Exhibit B.

ARTICLE 3 – PERIOD OF PERFORMANCE

CONTRACTOR shall begin performance upon issuance of a "Notice to Proceed", the receipt of an Executed Contract, and a valid Purchase Order issued from the City of Nashua.

CONTRACTOR shall perform and substantially complete all work within 130 calendar days of issuance of "Notice to Proceed". Final completion shall be within 160 calendar days of issuance of "Notice to Proceed".

Liquidated damages will be in the amount of $250 for each calendar day of delay from the date established for substantial completion.

Dates 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.

ARTICLE 4 – CONTRACT SUM

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

ONE HUNDRED THOUSAND SIX HUNDRED DOLLARS

($ 100,600)

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

ARTICLE 5 – INSURANCE AND INDEMNIFICATION

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

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

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

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

CONTRACTOR will provide the OWNER with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the OWNER issues the notice of award. The OWNER requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire.

General Liability, Employers' Liability and Auto Liability policies must name the OWNER as an additional insured and reflect on the certificate of insurance.

CONTRACTOR is responsible for filing updated certificates of insurance with the OWNER's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- The specified insurance requirements do not relieve CONTRACTOR of its responsibilities or limit the amount of its liability to the OWNER or other persons, and CONTRACTOR is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the OWNER shall be called upon to contribute to a loss.

- CONTRACTOR is responsible for and required to remedy all damage or loss to any property, including property of the OWNER, caused in whole or part by CONTRACTOR or anyone employed, directed, or supervised by CONTRACTOR.
- The insurance provided herein is primary, and no insurance held or owned by the OWNER, shall be called upon to contribute to a loss.
- CONTRACTOR is responsible for and required to remedy all damage or loss to any property, including property of the OWNER, caused in whole or part by CONTRACTOR or anyone employed, directed, or supervised by CONTRACTOR.

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

ARTICLE 6 – GENERAL PROVISIONS

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

ARTICLE 7 – OWNER

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

ARTICLE 8 – CONTRACTOR

1. Execution of the Contract by the CONTRACTOR is a representation that the CONTRACTOR has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
2. The CONTRACTOR shall carefully study and compare the Contract Documents with each other and with information furnished by the OWNER. Before commencing activities, the CONTRACTOR shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the CONTRACTOR with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the OWNER.
3. Within ten (10) days of notification of award, and prior to commencement of work, the CONTRACTOR shall obtain and forward to OWNER a Payment Bond and a Performance Bond representing 100% of the contract work.
4. The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR's best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
5. The CONTRACTOR, as soon as practicable after award of the Contract, shall furnish in writing to the OWNER the names of subcontractors or suppliers for each portion of the Work. The OWNER will promptly reply to the CONTRACTOR in writing if, after due investigation, he has reasonable objection to the subcontractors or suppliers listed.
6. Unless otherwise provided in the Contract Documents, the CONTRACTOR shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.

7. The CONTRACTOR shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
8. The CONTRACTOR warrants to the OWNER that (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.
9. The CONTRACTOR shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.
10. The CONTRACTOR shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
11. The CONTRACTOR shall comply with and give notices required by agencies having jurisdiction over the Work. If the CONTRACTOR performs Work knowing it to be contrary to laws, statutes, ordinances building codes, and rules and regulations without notice to the OWNER, the CONTRACTOR shall assume full responsibility for such Work and shall bear the attributable costs. The CONTRACTOR shall promptly notify the OWNER in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.
12. The CONTRACTOR shall promptly review, approve in writing and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.
13. The CONTRACTOR shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the OWNER.
14. The CONTRACTOR shall be responsible for cutting, fitting or patching required completing the Work or to make its parts fit together properly.
15. The CONTRACTOR shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
16. The CONTRACTOR shall provide a <u>three (3) year</u> warranty, from the date of Final Completion, on all coated areas to be free from any visible corrosion or delamination during the <u>three (3) years.</u> The OWNER will conduct an inspection prior to the end of the warranty periods and inform the CONTRACTOR of any locations showing corrosion or delamination of the coating. Any corrosion or delamination found within the three (3) year warranty period shall be prepped and recoated. The warranty excludes defects or damage caused by:
    - Abuse, modification, or improper maintenance or operation by persons other than the contractor, subcontractors, suppliers, or any other individual or entity for whom the contractor is responsible; or normal wear and tear under normal usage.
    - Normal wear and tear under normal usage.

<u>ARTICLE 9 – CHANGES IN THE WORK</u>

1. After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The OWNER, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
2. A Change Order shall be a written order to the CONTRACTOR signed by the OWNER to change the Work, Contract Sum or Contract Time.

3. Change Order requests must include material and equipment cost plus labor with a profit margin of no more than 10%. Change Orders may require approval by the Board of Public Works and the OWNER's Finance Committee vote prior to proceeding.
4. The OWNER will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be written orders and shall be binding on the OWNER and CONTRACTOR. The CONTRACTOR shall carry out such written orders promptly.
5. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment following authorization of the OWNER to the charges.

ARTICLE 10 – TIME

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

ARTICLE 11 – PAYMENTS AND COMPLETION

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

- Electronically via email to 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 OWNER requires that all submitted invoices contain a valid PURCHASE ORDER NUMBER.

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

ARTICLE 12– RETAINAGE

1. The OWNER will retain a portion of the progress payment, each month, in accordance with the following procedures:

   a. The OWNER will establish an escrow account in the bank of the OWNER's choosing. The account will be established such that interest on the principal will be paid to the CONTRACTOR. The principal will be the accumulated retainage paid into the account by the OWNER. The principal will be held by the bank, available only to the OWNER, until termination of the contract.
   b. Until the work is 50% complete, as determined by the OWNER, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage will be deposited in the escrow account established above.
   c. After the work is 50% complete, and provided the CONTRACTOR has satisfied the OWNER in quality and timeliness of the work, and provided further that there is no specific cause

for withholding additional retainage no further amount will be withheld. The escrow account will remain at the same balance throughout the remainder of the project.

2. Upon final completion and acceptance of the Work, OWNER shall hold 2% retainage for a 1 (one) year period, from the date of Final Completion.

ARTICLE 13 – PROTECTION OF PERSONS AND PROPERTY

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

ARTICLE 14 – CORRECTION OF WORK

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

ARTICLE 15 – PROHIBITED INTERESTS

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

ARTICLE 16 – TERMINATION OF THE CONTRACT

Termination, Abandonment, Or Suspension At Will

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

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

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

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

TERMINATION FOR CAUSE

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

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

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

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

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

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

General Provisions for Termination

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

ARTICLE 17 – DISPUTE RESOLUTION

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

ARTICLE 18 – CHOICE OF LAW AND VENUE

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

ARTICLE 19 – MISCELLANEOUS PROVISIONS

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

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

______________________	______________________
City of Nashua, NH (signature)	*Pescinski Painting LLC (signature)*
James W. Donchess, Mayor	Tyler Pescinski Member
(Printed Name and Title)	*(Printed Name and Title)*
______________________	3/20/2026
Date	*Date*

EXHIBIT A

SCOPE OF WORK/SPECIFICATIONS

I. GENERAL

The City of Nashua, Division of Public Works, invites qualified contractors with experience in industrial coating of steel tanks to submit bids for the WWTF Loading Dock and Tank Coating Upgrade project.

The project involves recoating of three locations adjacent to each other: loading dock steel components, screenings garage steel columns, and concrete coating work of several adjacent structures, which will be bid as an alternate. The first two locations involve metal support structures to be recoated. There are 3 concrete tanks and an adjacent retaining wall that are in need of concrete coating. The construction of these structures was originally completed around 1974, and they have likely not been recoated since their original installation.

Adjacent to the loading dock are two circular concrete tanks and one rectangular tank that extend several feet above grade. The exterior concrete walls of these tanks are currently coated with a cementitious coating that is peeling. Three alternate bid items are included for removal of the deteriorated cementitious coating and application of a new coating, as specified in the Specifications. A fourth bid alternate is for cleaning, repairing concrete and sealing the concrete deck of the loading dock

Completion time, from the notice-to-proceed, for the project in calendar days, will be as follows:

130 days for contract substantial completion
160 days for final contract completion.

Liquidated damages of **$250** for each working day will be assessed for delays beyond the established dates for substantial completion and final completion.

The contractor to be awarded the project shall have a crew ready to start work pending weather and temperatures.

II. DESCRIPTION OF WORK - METAL STRUCTURE COATING

There are many I-beams and columns supporting the loading dock and the roof above. The following is a listing of the different metal structures I-beams and below is a summary table:

There are 7 existing 10”x10” vertical metal columns, six tall and one short, that support the dock. There are 11 I-beams holding up the roof of the loading dock. The length of the beams, which span the width of the loading dock, were measured at 19’-3”. The measurement shown on the attached structural plan sheet states 20’-3”, which is a foot more than field measurement. There are 2 sets of 10 interconnected beams over the length of loading dock and adjacent screen garage entrance, with a total length of 89’-10”. These I-beams are supporting the roof over the length of it.

There are also I-beams below the concrete deck of the loading dock that hold up the concrete platform and are heavily corroded. Below the concrete loading dock there are 8 I-beams, each with a length of 14’ per design plans and field measurement, and 2 segmented structural beams running the length of platform, in total approximately 69’ per the design drawing. These run the full width of the concrete deck. The depth below the platform is 3-4 feet.

In addition, at the outside edge of the loading dock, there are galvanized rain-guards that need to be recoated.

Refer to the separate attachment for the design structural plans of the loading dock. In Appendix A there are pictures of the loading dock and adjacent concrete structures.

There are 2 sets of rails on the loading dock, consisting of 2” diameter tubes with a top and mid horizontal tube, and 2 vertical tubes that will pressure washed and coated. One rail is 13’ long and steel, the other rail is 6’ long and aluminum.

The top of the steel beam that goes below the loading dock is flush with the floor of the loading dock. It is 64’ long and 4” wide. The top portion of the beam flush with the floor of the loading dock shall be pressure washed and coated. Note that the portion of that beam that extends below the loading dock (roughly an 8-inch face) also needs to be coated along with the other steel beams below the loading dock.

Summary of Metal Components for Coating:

Below is a table of the dimensions and surface area of each aspect in the Loading Dock. This can be used as a guide for calculating the cost and amount of coating material needed, however, the contractor shall verify all measurements in the field prior to determining costs.

Item	Qty.	Length	Width	Height	Surface Area
Short Column	1	10"	10”	10'-10”	9.02' *x4=36' (3D column surface area)*
Tall Column	6	10"	10”	14'-4”	11.62' *x4=46.48'*
Ceiling	EA	89'-10"	19’		1700 S.F. (beams and other structures blocking the ceiling results in a lower s.f.)
I-Beams for roof-width	11	19.25			I-beam is 10” deep per drawing – SA not calculated
I-Beams for roof-length	20	90’			I-beam is 10” deep per drawing-SA not calculated
I-beams for roof (cross)	4	15’			These I-beams run diagonally on ceiling, 8” deep per drawing – SA not calculated
I-Beam below concrete deck	8	14.83’			I-beam is 10” deep per drawing – SA no calculated
End beam below conc. deck	3	70.5’	4”	1’	70.5 x 2sides*1’x.0.25 = 35 s.f.
Install new beam bolts in concrete base	6	N/A	N/A	N/A	N/A
Install new beam bolts-metal to metal	6	N/A	N/A	N/A	N/A
Repair conc pad for column	4	N/A	N/A	N/A	N/A
Metal rain-guard	80	6’	9”	N/A	80 louvers arranged in 8 sections-10 high, 80x6’x0.75=360s.f.
Garage Door (front side)	1		18’	13.5	243
2 Rails on Loading Dock	2	13’ steel section 6’aluminum section	N/A	42”	N/A, consists of 2” diameter rails
Top of metal beam that is flush with loading dock	1	64’	4”	N/A	21 s.f.

III. DESCRIPTION OF WORK – TANK, WALL AND FLOOR COATING

There are two round concrete tanks for thickened primary sludge (TPS), one rectangular tank for grit, and a retaining wall. The tanks were constructed around 1974 and had a protective concrete coating on the outside of the concrete walls. This coating has delaminated in many portions of the walls and a new coating is needed using the material described below.

Additionally, the surface of the loading dock will require either a sealant or a robust concrete coating. Each will be bid as an Alternate, but assuming the funding is available for this item, only one will be chosen also depending on costs and available funds. The scope for either Alternate will include thorough surface preparation including full cleaning and pressure washing using the prep recommended by the sealant or coating material manufacturer (more information is provided in this Addendum below in the SPECIFICATIONS). Also included with this work is applying a concrete joint sealer (caulking) at five locations on the deck at the concrete pour joints. See SPECIFICATIONS below for information on concrete sealant, coating and concrete joint sealer.

The scope of work includes minor concrete repair, coating and installation of aluminum stair treads on the concrete stairs adjacent to the concrete retaining wall. The stair treads shall be installed at the location of the existing tread and matching the existing stair tread (3 stair treads are missing, there are 6 total). The 3 concrete stairs with missing treads will left as-is since the concrete at the location of the tread was made flush with the rest of the stair, hence no recessed area to install the tread. The contractor will carefully measure the existing tread so that the new treads will be able to fit within the recessed area of the existing treads.

The concrete overlay on the three tanks and concrete retaining wall shall extend a minimum of six inches below grade, requiring the contractor to expose the below grade surfaces and then recover them following completion and approval of the work.

Additionally, the surface of the loading dock deck requires seal coating. The scope of work should include thorough surface preparation, including full cleaning and pressure washing, followed by the application of an appropriate seal coat system.

The dimensions and approximate areas to coat are as follows:

Item	Dimensions	Surface Area (s.f.)
TPS Tanks (2)	D[1]=30 ft, H[2]=3 ft	2*282.5 = 565
Top of TPS Tanks[5] (2)	Circumference = 94ft, W[3] = 1 ft	2x94 = 188
Grit Tank	L[3] = 161.5 ft, H = 3.5 ft	565
Top of Wall Grit Tank	L= 161.5, W = 1 ft	162
Retaining Wall[4]	L = 54 ft, H = 3.5 ft	190 + 12 + 40 = 242
Top of Retaining wall	L=54+5.5=59.5 ft, W = 0,67 ft	40
Loading Dock Floor[6]	L = 70.5 ft, W = 18.5 ft	1305
Loading Dock Column Foundation (6 total)	L = 1.25 ft,W=1.25ft, H-0.5 ft	20
Loading Dock Joint Seal[6]	5 seams – L – 241 ft	
	Total:	3087 sf.

1. D = tank outside diameter
2. H = height of tank from ground level to top of tank. Tank height varies along walls. The height shown is an estimate average height of the wall.
3. L = length of wall, W = width
4. Area of retaining wall includes side wall by stairs and stairs (5 steps, 5 ft wide, 12”x7” steps)
5. Top wall of TPS tanks has odor control hatches on it. The hatches can open but the aluminum bracing below remains in place. Due to bracing, coating area on top of TPS is considerably less than as show in table. Contractor shall leave the bracing in place and coat around it.
6. Loading dock floor shall be cleaned and pressure washed if the sealant option is chosen, or, cleaned, pressure washed followed by an abrasive blast if the coating option is chosen, as determined by Owner. Concrete sealant is a caulking material applied at joints after the pressure washing/abrasive blast (if chosen) and when the concrete is thoroughly dry, prior to applying either a sealant or coating material on deck.

IV. WORK CONDITIONS

Contractor shall work within the hours of 6:45AM to 5PM, M-F. Any hours outside these or weekend work needs the approval of the Wastewater Engineer or Wastewater Superintendent.

Contractor workers shall park in a designated contractor staging area, close to the loading dock. No workers shall park in front of building which is limited to City employees only.

Contractor shall provide their own porta-potty and wash station. Workers should not be entering the building for any personal use.

The contractor may use existing outlets located near the loading dock. Additional electrical needs would have to be coordinated with Engineer and Wastewater Electrician.

The contractor shall provide their own trailers to house coatings and equipment. A staging area adjacent near the loading dock may be used.

The contractor may enter the screen garage area to drop off materials/equipment onto loading dock, but in general, that area should be left open tor use by Wastewater vehicles as needed.

Contractor shall be aware that birds (house sparrows) nest (in colonies) in the ceiling area, mainly above the beams in the ceiling area. Work should start, if possible, after the birds have vacated the nests, estimated to be by the end of May. If there are nests still there with eggs or fledging birds, the Contractor shall carefully remove the nest and put in a box. Wastewater will relocate the nest to nearby bush. All other nests (vacated) should be disposed of, followed by pressure washing the area. If the bird tries to build another nest once work started, the contractor should remove and/or use a regular water hose with nozzle attached to spray water at it so that is will discourage the bird from entering the work space.

V. SPECIFICATIONS

A. COATING MATERIALS

Coating material shall be from an acceptable manufacturer that specializes in industrial type coatings. Both Sherwin Williams and Tnemec are considered acceptable manufacturers.

Based on discussions with company representatives, the following coating systems and application methods were recommended. The contractor shall independently confirm this information with the coating manufacturer's representative to verify the specified material, required surface preparation, and appropriate application methods prior to implementation. prep work and method of application.

Metal Coating and Application Method

Tnemec: All surfaces scheduled for painting shall initially power washed using high pressure (4,000 psi) washing system equipped with zero oscillating tip. Equipment shall remove loose coating, rust, rust scale and soluble surface contamination

Primer shall be one spot coating of RD Coatings. Elastometal applied to all cleaned surfaces at a dry film thickness of 6 – 7 mils. Use brush to work into nuts, bolts and leading edges, etc.

Intermediate Coat: shall be one coat of RD Coatings – Monoguard applied to all surfaces scheduled for coating at a dry film thickness of 3 -4 mils dft.

Finish Coat: shall be one coat of RD Coatings – Monoguard applied to all surfaces scheduled for coating at a dry film thickness of 3 – 4 mils DFT.

Sherwin Williams: All metal beams surfaces above and below deck shall be cleaned using SSPC-SP6 commercial blast cleaning techniques. Galvanized steel shall be cleaned using SSPC-SP16 brush off blast cleaning of coated and uncoated galvanized steel.

- Steel Beams Underneath deck: B58W00610 - 2 coats of Macropoxy 646 fast cure Epoxy, 4-6 mils DFT per coat
- Steel Beams and Columns (above deck) – Primer shall be B58W00610 Macropoxy 646 Fast Cure Epoxy, 4 -6 mils DFT
  Intermediate and final coats shall be B65WJ0351 hi-solids polyurethane 250, 3 – 5 mils DFT.

Concrete Coating and Application Method

Tnemec – Initially power wash all surfaces in accordance with SSPC-SP13/NACE 6 Surface Preparation of Concrete utilizing water jetting methods outlined in SSPC-SP WJ-4/NACE WJ-4 (LP WC/Lower Pressure Water Cleaning, 4000psi and equipped with oscillating tip). Following cleaning procedure, clean other area of loses skim coat with power tools. Areas that remain shall be tightly adhered to wall with no hallow areas.

Localized patch coating, as needed, shall be one spot coat of Tnemec Series N218 MortarClad applied at 1/16" – 1/8".

Intermediate Coat: shall be one full coat of Tnemec Series 156 Envirocrete applied at 6.0 – 8.0 mils DFT.

Final Coat: shall be one full coat of Tnemec Series 156 Envirocrete applied at 6 -8 mils DFT.

Sherwin Williams:

Surface prep: SSPC-SP 13 Surface Preparation of Concrete; concrete repair, as needed, 01380492 – AW Cook Cemtec Silatec MSM.

Intermediate and final coats: CF15W – ConFlex Flexible Concrete Waterproofer – Texturized (10-12 mils DFT per coat).

Loading Dock Anti Slip Coating System

Contractor shall follow coating manufacturer surface preparation method. There is evidence of oil/grease stain on the loading dock that should be removed using water blast, detergent scrubbing, or other means followed by an abrasive blast. The floor should be tested in multiple locations using the pH test. If pH is determined to be 10 or lower, additional surface preparation (cleaning, water blast, abrasive blast…) should be done until the pH is above 10 in all locations tested. Other methods of surface preparation as outlined by the coating manufacturer shall be followed. The anti-slip coating system shall be:

Primer: Sherwin Williams (or equal) GP3477A01 – Resuflor Aqua 3477 (350 – 500 sf/gal)
Coating: 1 coat of Sherwin Williams (or equal) GP3110K50 – ResiGrip 250 (40 sf/gal, rolled)"

Concrete sealer

The contractor shall thoroughly clean the surface of the concrete loading dock with high pressure water jetting (4,000 psi). After thoroughly cleaning the concrete surface, small potholes in the concrete surface shall be coated with a bonding agent and filled with non-shrink concrete grout.

Concrete sealer shall be ChemMasters Ceri-Vex Penseal 244 100% penetrating water repellant silane sealer, or equal. Contractor shall verify the surface after application shall not be slippery. If the product does cause a potential slippery surface, then a non-slip abrasive material shall be added to sealer.

Miscellaneous Concrete Repairs

There are several areas on the loading dock that require minor concrete repairs: a small section of the top step of the concrete stairs, several small pot holes in the concrete loading dock and one of the concrete foundations for the metal columns at the top of it. The contractor shall thoroughly clean those areas with a high-pressure water jet (4,000) psi and verify all loose concrete has been removed. The contractor shall provide form work (as needed) and refill those areas with non-concrete grout.

Concrete sealant or caulking material shall be applied at joints on loading dock after the pressure washing (or abrasive blast if that option is chosen) and when joints are thoroughly dry but prior to coating of the deck. Caulking shall be Sikaflex Pro Construction Sealant or equal.

B. COATING APPLICATION REQUIREMENTS:

I. All surfaces must be completely dry. If the surfaces have picked up atmospheric pollutants, dust or airborne contaminants since the surfaces were previously pressure washed, it may be necessary to rinse the surface again prior to coating application.

II. Temperature must be 45° F. and rising during application and the temperature must remain above 45° F for 16 hours. If the relative humidity is above 85% and there is no air movement, consult the Manufacturer's representative before proceeding with any coating application.

III. Coatings shall be applied without runs, sags, thin spots, or unacceptable marks. Coatings shall be applied at the rate specified by the coating manufacturer to achieve the minimum dry mil thickness required. Additional coats shall be applied, if necessary, to obtain thickness specified.

IV. Coatings can be applied with spraying equipment where practical, only on the surfaces designated by the coating manufacturer. If spraying is not permissible and coating must be applied by brush and roller, then sufficient coats must be applied to achieve the specified dry film thickness. If the material has thickened or must be diluted for application by spray gun, each coat shall be built up to the same film thickness achieved with undiluted brushed-on material. Where thinning is necessary, only the products of the particular manufacturer furnishing the coatings shall be used; and all such thinning shall be done in strict accordance with the manufacturer’s instructions, as well as with the full knowledge of the Engineer.

V. Inspection between coats: Coatings Manufacturers Representative shall be available to periodically view the work, especially at beginning on project. The Contractor shall follow a system of tinting successive coats or using different colors so that no two coats on a given surface are exactly the same color. Magnetic dry film thickness gages (if there is metal) and wet film thickness gages will be utilized for quality control.

VI. Special areas: Special attention shall be given to ensure that edges, corners, crevices, welds and fasteners receive a film thickness equivalent to that of the adjacent coated surfaces.

VII. Protection of adjacent areas: the contractor shall protect adjacent structures from receiving any stray coatings while applying coatings.

VIII. All drips on structures should be smoothed out before hardening. Excessive drip marks should be removed and the structure recoated in those areas.

IX. All debris, dust, paint spills, etc… should be removed at the completion of work. Any pile of debris more than ½ yard shall be removed off site at Contractor's expense. A small amount of debris, ½ yard or less, may be deposited in a facility dumpster with permission from the Engineer or Superintendent.

X. The contractor is expected to remove as much of the old concrete skim coat on surfaces as possible. Any remaining surfaces that are too difficult to remove using mechanical means, shall be smoothed off at edges using a sander/grinder. There shall be no hollow concrete coating material remaining on tank or retaining walls after the removal of all possible coatings.

XI. Repairs to the outside concrete stairs include concrete repairs of cracked and missing section of the concrete. This work includes the installation of 3 new aluminum stair tread to provide grip when using the stairs. The stair treads should match the remaining 2 stair treads which should be removed prior to installation of the new treads. There should be at least 3 bolts per stair tread drilled into the concrete to hold it in place.

C. SUBMITTALS

I. Any work performed by a subcontractor will require approval from the Wastewater Department. Provide information on the name, contact info, work experience related to this scope of work and reference list for any subcontractors used in this project.

II. Material List: Provide an inclusive list of required coating materials to be used on project. Indicate each material, provide all associates specifications and cross-reference the specific coating, finish system, and application.

III. Manufacturer's Information: Provide manufacturer's technical information, including product data and instructions for handling, storing, and applying each coating material proposed for use. Provide a statement from the manufacturer's representative that they have reviewed and approved of the materials to be applied. Provide a schedule of when the work will be done, expected day time and night time temperatures (average temperatures) to the manufacturer for their review and approval.

IV. Provide the name and contact information of the manufacturer's representative. The manufacturer representative will be required to inspect the work during each coating application (base coat, final coat) and for each of the tanks. Contractor shall arrange for the manufacturer rep to come to the site for inspection at no additional cost to the contract. The manufacturer rep will provide a written that they have observed the coating material and application method and concur with it.

V. Provide a written description for the surface preparation to be followed for each structure.

VI. Provide data in tabular format: Prime coat material, number of coats, dry mil thickness per coat and square foot coverage per gallon. Same information of intermediate coat (if required). For finish coat provide product, number of coats, color (to be selected by Owner), dry mil thickness per coat, and square foot coverage per gallon.

VII. Certification: Provide information that the manufacturer's products supplied for this project comply with specified VOC product content and local regulations controlling use of volatile organic compounds.

VIII. Samples for Initial Selection: Provided the Manufacturer's color charts showing the full range of colors available for each type of finish-coat material indicated. Owner shall determine the color of finished coating.

D. TESTING and WARRANTY

I. Testing: The contractor shall use the Holiday Spark test along several surfaces to ensure uniform application of all coatings. If pin holes are detected in the selected surfaces, then additional spark testing will be needed as determined by the Wastewater Engineer. All pin holes and voids detected shall be recoated. The appropriate testing method shall be followed for the given coatings applied. A copy of the holiday testing results shall be provided to the Wastewater Engineer.

The project will be considered substantially complete when the testing is complete and all pinholes/voids has been recoated.

II. Warranty: The contractor shall provide a minimum three (3) year warranty from the date of Final Completion on all coated areas to be free from any visible corrosion during the three years. The City will conduct an inspection prior to the end of the warranty period and will inform the contractor of any locations showing corrosion or delamination of the coating. Any corrosion or delamination found within the three (3) year warranty period shall be prepped and recoated. The warranty excludes defects or damage caused by:

- Abuse, modification, or improper maintenance or operation by persons other than the contractor, subcontractors, suppliers, or any other individual or entity for whom the contractor is responsible; or normal wear and tear under normal usage.

VI. MEASUREMENT and PAYMENT

GENERAL SUMMARY

A. Under the price specified to be paid for each item, the Contractor shall furnish all labor, materials, equipment, and perform all operations to complete all work as indicated and specified. All supervision, overhead items, bond and permit costs, protection and precautions and all other costs, incidental to the construction work, complete, and as specified, are also included.
B. Measurement for payment shall be submitted by the contractor and agreed to by the Wastewater Engineer. Measurement for payment for lump sum items shall be on the basis of percentage of work complete and in place. This will occur on a monthly basis prior to submitting the monthly invoice.
C. Owner reserves the right to delete any item or modify estimated quantities without penalty. Contractor shall make no claim as to lost profits or added costs due to quantity adjustments or deletions.
D. All prices shall include transportation, cleanup and disposal of excess materials as applicable. Contractor shall provide their own container for debris from this work and dispose of all debris when done at no additional costs. Under no circumstances shall the Contractor place any construction debris in existing dumpsters belonging to the Wastewater Facility.

INCIDENTAL WORK

Incidental work items for which separate payment is not made include (but are not limited to) the following items:

A. Concrete repair work – concrete repair work is minor relative to the scope of the other work. It is considered incidental and no separate payment will be considered within the scope of the described repairs needed.
B. Bird nest removal and any further deterrence needed.
C. All extra cleaning that may be necessary with the bird nest removal
D. Fill in an area in ceiling where metal has corroded with spray foam after the corrosion has been removed and surface recoated.
E. Precleaning of all surfaces.
F. Stair treads for renovation of the outside concrete stairway.
G. Final clean-up
H. Construction schedules, bonds, insurance, shop drawings, warranties, guarantees, certifications, and other submittals required by the Contract Documents
I. Visits to the Project site or elsewhere by personnel or agents of the Contractor, including manufacturer's representatives, as may be required
J. Mobilization/demobilization
K. Temporary Office (if needed)

DESCRIPTION OF BID ITEMS

BASE BID:

Removal of rust on all metal surfaces and subsequent coating of all metal loading dock components, including columns, beams, ceiling, rain guard, and any other metal component. Payment shall be full compensation for furnishing all labor, materials, tools and equipment required for this work.

BID ALTERNATES:

BID ALT 1 - Removal of existing concrete coating and subsequent application of concrete coating to both the north and south TPS (thickened primary sludge) tanks including the outside wall from 6-inches below grade to the top of wall including portions of the horizontal top of wall that can be coated (some areas cannot be coated due to odor control hatch supports). Payment shall be full compensation for furnishing all labor, materials, tools and equipment required for the work.

BID ALT 2 - Removal of existing concrete coating and subsequent application of concrete coating to Grit Tank walls including the outside wall from 6-inches below grade to the top of wall including the horizonal portion at the top of wall. Payment shall be full compensation for furnishing all labor, materials, tools and equipment required for the work.

BID ALT 3 - Removal of existing concrete coating and subsequent application of concrete coating to retaining wall from 6-inches below grade to the top of wall including the horizontal portion at the top of wall. This alternate also includes renovating the adjacent concrete stairs consisting of concrete (grout) patching of missing concrete, installation of 3 new metal (aluminum) stair treads. Payment shall be full compensation for furnishing all labor, materials, tools and equipment required for the work.

~~BID ALT 4 - Pressure washing of the loading dock deck, including thorough cleaning of concrete surfaces, and subsequent filling holes with concrete and sealing the entire deck. Payment shall be full compensation for furnishing all labor, materials, tools and equipment required for the work.~~

BID ALT 5 - Pressure wash the loading dock, including an abrasive blast according to manufacture instructions for surface preparation of an anti-slip coating system. Scope shall include fill all concrete holes in deck, removal of oil/grease stains in concrete surface, followed by application of coating primer and anti-slip coating material. Payment shall be for complete coating installation including all labor, materials, tools and equipment required for the work.

EXHIBIT B

BID SCHEDULE

(See Bid Item Descriptions in Scope of Work / Specifications)
Attach additional supporting documents as appropriate

Bidder: Pescinski Painting LLC

Address: 5 orchard Drive Tilton, NH 03276

Phone: 603-630-1460 E-mail: Tyler@PescinskiPainting.com

Provide both written and numeric values for each item. Work included in the Base Bid and each Bid Alternate is identified on page 11 of the Scope of Work/Specifications Section in Division 2 (as well as updated Scope of Work/Specifications in Addendum 1). The Bidder agrees to perform the specified work for the following prices:

Base Bid

($ 67,000.00) *(Use figures)*

Sixty Seven thousand Dollars Zero Cents *(Use words)*

Bid Alternate 1

($ 4,000.00) *(Use figures)*

Four thousand Dollars Zero Cents *(Use words)*

Bid Alternate 2

($ 4,600.00) *(Use figures)*

Four thousand Six hundred Dollars Zero Cents *(Use words)*

Bid Alternate 3

~~Eight~~ TP ($ 8,000.00) *(Use figures)*

Eight thousand Dollars Zero Cents *(Use words)*

~~**Bid Alternate 4**~~

~~($ 9,400.00)~~ *(Use figures)*

~~Nine thousand four hundred Dollars Zero Cents~~ *(Use words)*

Bid Alternate 5

($ 17,000.00) *(Use figures)*

Seventeen thousand Dollars Zero Cents *(Use words)*

THIS FORM MUST BE SUBMITTED WITH ALL RESPONSES

TOTAL BID:

One hundred thousand six hundred dollars - $100,600.00

(\$ ~~110,000~~) *(Use figures)*

~~One Hundred ten thousand~~ **Dollars** ~~Zero~~ **Cents** *(Use words)*

Authorized Signature: [signature]

Printed Name and Tile: Tyler Pescinski Member

Date: 3/12/2026

City of Nashua

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

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

March 25, 2026
Memo #26-158

TO: Mayor Donchess
Finance Committee

SUBJECT: Holman Stadium renovation and restoration design services in the amount not to exceed $177,500 funded from Bond/ 53- Professional & Technical Services

Please see attached communications from Bryan Conant, Superintendent of Parks & Recreation, dated March 26, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item:	Professional engineering services for a condition assessment of Holman Stadium
Value:	$177,500
Department:	177 Parks
Vendor:	Wright-Pierce
Fund:	Bond/ 53-Professional & Technical Services
Ordinance:	Pursuant to NRO § 5-83 Professional Services (A) In the purchase of accounting, architectural, auditing, insurance, engineering, legal, medical and ambulance services and purchases of independent professional consultant services for personnel, data processing, actuarial, planning, management and other comparable purchases competitive bidding shall not be required. .

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

Regards,

Amy Girard
Purchasing Manager

Cc: B Conant
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: March 26, 2026

From: Bryan Conant, Superintendent Parks Department

Re: Holman Stadium Renovation and Restoration- Construction Engineering Services

A. Motion: To approve the construction engineering services contract with Wright-Pierce of Portsmouth, NH in the amount not to exceed $177,500 for Construction Engineering Services for renovation and restoration repairs to Holman Stadium. Department 177 Parks, Fund: Bond; Activity: Holman Stadium Improvements.

Attachments: Wright Pierce Proposal

Discussion: A condition assessment will be conducted for Holman Stadium as a part of this contract. The assessment will evaluate and document the existing conditions of key structural elements, seating bowl, existing structural steel and concrete systems, existing paint systems associated with the structural systems. Evaluate the ADA compliance of the lower seating bowl. Perform a Historical Assessment of the facility. Prepare a written report of all findings, recommended repairs and a budgetary opinion for the anticipated work. Meet with City officials to review and evaluate findings after which written technical specifications for the work required for the project. Wright Pierce will then assist the City if Nashua with the bidding of the project.

CONTRACT FOR INDEPENDENT CONTRACTOR

HOLMAN STADIUM RENOVATION AND RESTORATION

A CONTRACT BETWEEN

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

AND

WRIGHT-PIERCE
and its successors, transferees and assignees (together "Professional Engineer")
NAME AND TITLE OF PROFESSIONAL ENGINEER

230 COMMERCIAL WAY, SUITE 302, PORTSMOUTH, NH 03801
ADDRESS OF PROFESSIONAL ENGINEER

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

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

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

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

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

Exhibit A--General Conditions for Contracts
Exhibit B--Scope of Services, Contract Time, Fee Schedule

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

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

2. WORK TO BE PERFORMED. Except as otherwise provided in this contract, Professional Engineer shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described.

3. PERIOD OF PERFORMANCE. Professional Engineer shall perform and complete all work outlined in **EXHIBIT B** by **October 30, 2026.** This time frame shall only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Professional Engineer shall begin performance upon receipt of an Executed Contract and a valid Purchase Order issued from the City of Nashua.

4. COMPENSATION. Professional Engineer agrees to perform the work for a total cost not to exceed

ONE HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($ 177,500)

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

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

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

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

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.

2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a schedule showing actual expenditures billed for the period, cumulative total expenditures billed and

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

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

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective upon the date of execution by the City of Nashua.

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

CITY OF NASHUA REPRESENTATIVE:	REPRESENTATIVE:
Bryan Conant, Superintendent of Parks	Jason L. Gallant, P.E.
Division of Public Works, Engineering	Wright-Pierce
848 West Hollis Street	230 Commerce Way, Suite 302
Nashua, NH 03062	Portsmouth, NH 03801

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

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

______________________	Ryan T. Wingard
City of Nashua, NH (signature)	***Wright-Pierce (signature)***
James Donchess, Mayor	Ryan T. Wingard, PE Vice President
(Printed Name and Title)	***(Printed Name and Title)***
______________________	March 19, 2026
Date	***Date***

EXHIBIT A
TABLE OF CONTENTS
GENERAL CONDITIONS

General Terms and Conditions

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

2. **PROFESSIONAL ENGINEER STATUS** The parties agree that Professional Engineer shall have the status of and shall perform all work under this contract as a Professional Engineer, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Professional Engineer, and nothing in this contract shall create any contractual relationship between the City of Nashua and Professional Engineer's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Professional Engineer is not a City of Nashua employee and that there shall be no:

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

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

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

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

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

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

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

6. **City of Nashua Cooperation** The City of Nashua agrees that its personnel will cooperate with Professional Engineer in the performance of its work under this contract and that such personnel will be available to Professional Engineer for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Professional Engineer with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Professional Engineer also agree to attend all meetings called by the City of Nashua or Professional Engineer to discuss the work under the Contract, and that Professional Engineer may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

7. **Discovery of Conflicts, Errors, Omissions, Ambiguities, or Discrepancies** Professional Engineer warrants that it has examined all contract documents, has brought all conflicts, errors,

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

8. **TERMINATION OF CONTRACT**

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

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

Upon receipt of notice of termination, abandonment, or suspension at will, Professional Engineer shall:

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

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

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

Upon receipt of notice of termination for cause, Professional Engineer shall:

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

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

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

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

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

10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Professional Engineer for damages because of hindrances or delays in the progress of the work from any cause, and Professional Engineer agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.

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

    - General Liability insurance in the amount of $1,000,000 per occurrence; $2,000,000 aggregate;
    - $1,000,000 Combined Single Limit Automobile Liability;

      ***Coverage must include all owned, non-owned and hired vehicles.**
    - $1,000,000 Profession Liability;
    - and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, $100,000/$500,000/$100,000.

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

    Professional Engineer will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City of Nashua issues the notice of award. The City of Nashua requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Professional Engineer is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Professional Engineer expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Engineer (including those remitted to the City of Nashua by Professional Engineer pursuant to paragraph 20), unless designated as confidential by a specific statue of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

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

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

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

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Professional Engineer shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Professional Engineer in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Engineer with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Engineer shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.

23. **TAXES** Professional Engineer shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Professional Engineer hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

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

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

26. **PROHIBITED INTERESTS** Professional Engineer shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Professional Engineer warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Professional Engineer. If any such interest comes to the attention of Professional Engineer at any time, a full and complete disclosure of the interest shall be

immediately made in writing to the City of Nashua. Professional Engineer also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Professional Engineer further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

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

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

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

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

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

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

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

EXHIBIT B

230 Commerce Way, Suite 302
Portsmouth, NH 03801
603.430.3728 | www.wright-pierce.com

March 17, 2026

Mr. Bryan Conant, Superintendent of Parks
City of Nashua Parks and Recreation
848 West Hollis Street
Nashua, NH 03062

SUBJECT: Revised Proposal - WP T16897 - Nashua, NH: Holman Stadium Renovation and Restoration

Dear Bryan,

Wright-Pierce is pleased to provide this proposal for the renovation and restoration of the facilities at Holman Stadium. The 2,800-seat stadium, built in 1937, hosts local high school and college athletic teams in addition to special events for the City of Nashua. The stadium, operated by the City of Nashua Parks and Recreation Department, is the current home of the Nashua Silver Knights baseball team affiliated with the Futures Collegiate Baseball League (FCBL). Additionally, the stadium was once the home of several minor league baseball teams affiliated with Major League Baseball. Most notably, the Dodger organization, and Holman Stadium was the home of the first integrated baseball team in the United States which included three future members of the Baseball Hall of Fame.

Holman Stadium was last renovated during 2001 and 2002 seasons which added to, elevated, and enclosed the press box, luxury boxes and upgraded the concourse including the ticket office, gift shop, restrooms, and business offices. Renovation of the locker rooms was not included as part of the renovation. The City is currently in the process of updating the stadium lighting and fire protection systems.

The City is budgeting significant monies over the next four to five years to rehabilitate the stadium facilities. Wright-Pierce is proposing to phase the work during this period to maximize the impact of the available funds. Per our meeting with you, the following priorities have been established:

Phase 1 - Stabilize, Repair and Maintain Facility Structural Systems

a. Repair joints in the lower bowl seating to prevent continued leakage and further corrosion of the supporting structural steel.
b. Repair the structural steel support systems for the lower bowl seating.
c. Repair the concrete, replace the joints, and seal the lower bowl seating area concrete.
d. Repaint the structural steel supporting the box seats.
e. Evaluate and update ADA compliance for the lower bowl seating area.
f. This work may be broken into two construction seasons pending available funding.

Phase 2 - Renovate the Ticket Office, Gift Shop, Restrooms, Concession Stands and Business Office

a. Evaluate and update ADA compliance.
b. Replace HVAC systems

c. Evaluate facility electric systems and upgrade distribution system and wiring to accommodate new equipment.
d. Replace roofs
e. Address non-code compliant deficiencies with the concession stand ventilation systems.
f. Replace concession stand kitchen equipment as required.

Phase 3 - Renovate Locker Rooms and Systems

g. Evaluate and update ADA compliance
h. Replace plumbing system(s)
i. Replace HVAC system(s)
j. Evaluate Locker Room and system electrical systems and upgrade distribution systems and wiring as required.
k. Replace locker room equipment
l. Update finishes

Phase 4 - Renovate Luxury Box Suites and Press Box Area

m. Replace HVAC system(s)
n. Replace the box seat roofing.
o. Evaluate and update ADA compliance
p. Evaluate and update technology systems including PA system
q. Evaluate electric systems and upgrade distribution system and wiring as required.
r. Update finishes

SCOPE OF SERVICES

Wright-Pierce proposes to complete the work in four separate phases. The recommended Scope of Work for the first phase of work is described in detail below. Costs associated with Phase 1 are provided within this document. Fees for each subsequent phase may be provided for budgetary purposes upon request and will be negotiated with the City prior to the start of work for each phase.

Phase 1 – Stabilize, Repair and Maintain the Building Structural Systems

Task 1.1 – Initiation, Planning, and Coordination

Wright-Pierce will perform project administration activities including:

1. Schedule and prepare meeting agendas, and minutes.
2. Prepare for and participate in meetings to kick-off and review progress of the project and obtain feedback and direction from the City. Four (4) remote meetings are assumed as follows:
    a. Kick-off meeting
    b. Three (3) progress/review meetings

3. Coordinate with the City on criteria for the evaluation and investigation of environmental factors to be performed by the City or others for lead-based paint, asbestos, PCBs, and common construction materials.

Task 1.2 - Perform Field Evaluations

1. Wright-Pierce will visually inspect and document the lower bowl seating area and structural systems supporting the press and luxury boxes. Work includes the following:
    a. Evaluate the existing structural steel and concrete systems.
    b. Evaluate the existing paint systems associated with these structural systems
    c. Evaluate the ADA Compliance for the lower bowl seating area.
    d. Evaluate and perform a Historical Assessment of the facility through a subconsultant to Wright-Pierce.
    e. Prepare a written report of findings, recommended repairs, and budgetary cost opinions for the anticipated work.
    f. Meet with City officials to review the evaluation findings, recommendations and identify the work to be performed under Task 1.3 – Preliminary Plans.

Task 1.3 – Preliminary Plans

1. Wright-Pierce will address the City comments received and develop Preliminary Plans for the agreed upon work from Task 1.2 – Perform Field Evaluations. The work shall include the following:
    a. Prepare existing conditions Revit plans of the facility for use in developing proposed improvement plans
    b. Prepare preliminary construction plans depicting the proposed work. These plans will include plans, sections and details developed to provide the City with an understanding of the work to be performed by the Contractor.
    c. Develop and submit a list of technical specifications for the required work.
    d. Prepare a budgetary cost opinion for the proposed work including associated engineering costs for City planning purposes.
    e. Submit the Preliminary Plans to City Officials for review and comment.
    f. Present the Preliminary Plans to City officials via an online meeting. Wright-Pierce will prepare the meeting agenda and issue meeting minutes.

Task 1.4 – Final Construction Documents

1. Wright-Pierce will prepare final Construction Documents for the project suitable for bidding and construction by a qualified contractor. The work shall include the following:
    a. Address City comments received under Task 1.3 and prepare detailed final construction plans for the work to be performed. These plans will include final plans, sections, and details to complete the proposed work.
    b. Write the Technical Specifications for the work required for the project. The specifications will be in CSI format based on Wright-Pierce's standard specifications.

c. Update the Engineer's Cost Opinion developed under Task 1.3 – Preliminary Plans.
d. Submit the Final Construction Documents to City Officials for review and comment.
e. Present the Final Construction Documents to City Officials via an online meeting. Wright-Pierce will prepare the meeting agenda and issue meeting minutes.

Task 1.5 – Bid Phase Assistance

1. Wright-Pierce will assist the City of Nashua with bidding the project. The following tasks are included:
   a. Address City comments received under Task 1.4 – Final Construction Documents and issue the documents for bidding/construction by the City of Nashua.
   b. Attend one Prebid meeting in the field if required by the City.
2. Review and respond to RFI's and questions received during the bidding process. Provide the City with written responses suitable for the City to issue as an Addendum.

Proposal Clarifications

1) All work shall conform to all applicable codes (current) including the following:
   a. 2021 International Building Code (IBC) with NH amendments
   b. 2021 International Existing Building Code (IEBC) with NH amendments
   c. 2021 NFPA 1, Fire Code as amended by Saf-FMO 300
   d. 2021 NFPA 101, Life Safety Code as amended by Saf-FMO 300
   e. 2023 NFPA 70, National Electrical Code (NEC) with NH amendments
   f. 2021 International Mechanical Code (IMC) with NH amendments
   g. 2019 NFPA 96, Standard for Ventilation Control and Fire Protection for Commercial Cooking Operations
   h. 2021 International Plumbing Code (IPC) with NH amendments
2) The domestic water and sewer services were believed to have been upgraded during the most recent renovation in 2004. As a result, the site is assumed to have adequate capacity to meet the facility's current and future needs.
3) It is assumed the electric service powering the facility was upgraded in 2004 during the most recent renovation and the condition of the cables and size of service are adequate to meet current and future electric capacity needs of the facility.
4) The City of Nashua shall be responsible for developing and assembling the final contract documents suitable for bidding. Wright-Pierce will prepare the final construction documents following the format used for the recent Greeley Park Improvements project.
5) The City of Nashua shall be responsible for bidding and administering the construction contracts for the work.
6) Environmental testing for facility-wide hazardous materials will be provided by the City or its subconsultant and be made available to Wright-Pierce.
7) One client review cycle per submission is assumed.
8) Engineering Cost Opinions will be developed to AACE Class 5 standards.

PROPOSED FEE AND SCHEDULE

Our proposed fee for the services is $177,500. The fee was developed using a 'bottoms-up' effort for architectural services and checked against an industry standard of 8% of the estimated $2,200,000 renovation construction value of the project. All work is proposed to be performed on an hourly not-to-exceed basis. Fees will be invoiced monthly based on percent completion of each task. Labor rates will be based on our standard hourly billing rates, plus non-labor expenses, which will be billed at straight cost. Subconsultant fees will be billed at a 1.15 markup. Any additional services performed at the Client's request and authorization will be billed on a time and materials basis on our standard labor rates, plus any applicable reimbursable expenses.

Task Description	Total Fee
Task 1.1 – Initiation, Planning, and Coordination	$19,800
Task 1.2 – Perform Field Evaluations	$23,700
Task 1.3 – Preliminary Plans	$61,200
Task 1.4 – Final Construction Documents	$63,400
Task 1.5 – Bid Phase Services	$9,400
Total	$177,500

Wright-Pierce is available to begin immediately upon authorization to proceed from the City of Nashua. We propose to complete the engineering services to stabilize, repair and maintain the facility structural systems for late fall to winter 2026 bidding assuming authorization to proceed by March 31, 2026. If this proposal is acceptable, please have an authorized agent prepare a City contract for execution.

We appreciate the opportunity to be of service to you and look forward to working with you on this project. Should you have any questions or wish to discuss this proposal further, please do not hesitate to contact me at 207-400-6448.

Sincerely,
WRIGHT-PIERCE

Jason L. Gallant, PE
Project Manager, Senior Associate
jason.gallant@wright-pierce.com

Ryan T. Wingard, PE
Senior Vice President
ryan.wingard@wright-pierce.com

City of Nashua

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

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

March 25, 2026
Memo #26-159

TO: Mayor Donchess
Finance Committee

SUBJECT: 2025 CIPP Lining of Sewer Interceptors Change Order #2 in the amount not to exceed $3,393,909 funded from Bond/ 54- Property Services

Please see attached communications from Daniel Hudson, City Engineer, dated March 26, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item:	Change Order #2 to expand the scope of pipes that need rehabilitation and CIPP line them	
Value:	$3,393,909	
Value to date:	$3,138,780.50	Finance Memo #25-124
Department:	169 Wastewater	
Vendor:	National Water Main Cleaning Co.	
Fund:	Bond/ 54- Property Services	

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Hudson
C O'Connor
T Cummings

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen

From: Mayor Jim Donchess

Date: March 25, 2026

Re: Million Dollar Contract Award – 2025 CIPP Lining of Sewer Interceptors, Change Order #2

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 April 1, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item:	CIPP lining of additional sewer pipes and CCTV inspection of sewers
Value:	$3,393,909
Value to date:	$3,138,780.50
Vendor:	National Water Main Cleaning Co.
Purchasing Memo#:	26-159 dated March 25, 2026

Thank you.

229 Main Street • PO Box 2019 • Nashua, New Hampshire 03061-2019
603.589.3260 • fax 603.594.3450 • NashuaMayor@NashuaNH.gov
www.NashuaNH.gov

City of Nashua, Public Works Division

To: Board of Public Works — Meeting Date: March 26, 2026

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

Re: 2025 CIPP Lining Program – Change Order 2

C. Motion: To approve Change Order 2 to the 2025 CIPP Lining Program with National Water Main Cleaning Co. of Canton, MA in the amount not to exceed $3,393,909. Funding will be through: Department: 169 Wastewater; Fund: Bond; Activity: Sewer Rehab.

Discussion: National Water Main Cleaning Co. (NWMCC) was the low bidder of the 2025 Cured-in-Place-Pipe (CIPP) Lining Project and has performed well over the course of the contract to-date, completing CCTV inspection and lining of both sewer and drain pipes. Change Order No. 1 was issued as a no-cost modification to add a heavy cleaning item to the contract.

We are proposing to expand NWMCC's contract to identify pipes that need rehabilitation, and CIPP line them where needed. CCTV inspection of sewers in roads anticipated to be paved in future years under the Paving Program are included in this work.

With this change order, the contract will be amended as follows:

Original Contract	$3,138,780.50
Change Order No. 1	$0.00
Change Order No. 2	$3,393,909.00
Total Amended Contract	$ 6,532,689.50

CHANGE ORDER

No. 2

PROJECT: 2025 CIPP Sewer Main Lining

EXECUTED CONTRACT DATE: March 12, 2025

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

OWNER: **City of Nashua, NH**

OWNER's Purchase Order NO.: 193894

CONTRACTOR: National Water Main Cleaning Company

The Contract is modified as follows upon execution of this Change Order:

Description:

ADDITION OF NEW ITEMS

New contract items have been added. These are listed in the backup calculations spreadsheet attached.

ADDITIONS TO EXISTING ITEMS

Additional CCTV inspection and CIPP lining as follows:

1. Approximately 82,200 LF of CCTV inspection of 8″ to 54″ diameter sewer pipes.
2. Approximately 42,300 LF of 8″ to 54″ diameter sewer pipe Cured-in-Place (CIPP) lining.
3. Approximately 42,300 LF of post-lining CCTV inspection.

Justification:

The additional work will be performed by National Water Main Cleaning Company (NWMCC). As the low bidder on the 2025 contract, they have delivered high-quality CCTV inspection data and CIPP lining installations. They have also been responsive and reliable when called upon to address urgent and time-sensitive work within the City, including inspections on Lock Street drain pipes and the Edinburgh Drive cross-country sewer.

The City has identified additional aging and deteriorating sewer pipes that require lining to prevent more costly emergency repairs or full sewer replacement in the event of pipe failure.

In addition, the paving program has several streets scheduled for paving, where sewer pipes must be evaluated for structural integrity prior to roadway restoration.

A large portion of this change order is for CCTV inspection. Based on historical inspection results, it is assumed that approximately 30–40% of the inspected pipe will require lining, and CIPP quantities have been increased accordingly.

Attachments:

1. New Items, Additional Quantities, and Cost Calculations for Change Order No. 2 spreadsheet.
2. Technical Specification for Site Access

CHANGE ORDER
SUMMARY

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: $ 3,138,780.50	Original Contract Times: Substantial Completion: June 26, 2026 Ready for Final Payment: July 31, 2026
Net Changes from previously approved Change Orders $ 0.00	Net Changes from previously approved Change Orders Substantial Completion: n/a Ready for Final Payment: n/a
Contract Price prior to this Change Order: $ 3,138,780.50	Contract Times prior to this Change Order: Substantial Completion: June 26, 2026 Ready for Final Payment: July 31, 2026
Increase (Decrease) of this Change Order: $3,393,909.00	Increase (Decrease) of this Change Order: Substantial Completion: December 6, 2026 Ready for Final Payment: January 10, 2027
Contract Price with all approved Change Orders: $6,532,689.50	Contract Times with all approved Change Orders: Substantial Completion: December 6, 2026 Ready for Final Payment: January 10, 2027

RECOMMENDED BY:	ACCEPTED BY:	ACCEPTED BY:
By: John C Vancor IMEG, Engineer of Record (Authorized Signature)	By: ____________ Owner (Authorized Signature)	By: Jason [signature] Contractor (Authorized Signature)
Name: John C Vancor	Name: ____________	Name: JAMES L. FLEMING
Title: Chief Executive	Title: ____________	Title: V.P.
Date: 3/23/2026	Date: ____________	Date: 3/23/2026

City of Nashua, New Hampshire
Division of Public Works
2025 CIPP Sewer Main Lining Project
IFB1087-021125

CHANGE ORDER No 2 - 2025 CIPP Sewer Main Lining Project					
				CHANGE ORDER #2	
Item No.	**Unit Price**	**Units**	**Item Description**	**Quantity**	**Total Price**
1A(a)	$15.00	LF	Heavy Cleaning and Root Cutting Sewer Mains Sizes 8" to 12" Including CCTV Video Inspection.	-	$0.00
1A(b)	$20.00	LF	Heavy Cleaning and Root Cutting Sewer Mains Sizes 14" to 18" Including CCTV Video Inspection.	-	$0.00
1A(c)	$30.00	LF	Heavy Cleaning and Root Cutting Sewer Mains Sizes 20" to 24" Including CCTV Video Inspection.	-	$0.00
1B(8)	$18.00	LF	8" CIPP Sewer Main Lining	8,000	$144,000.00
1B(8a)	$10.00	LF	Pre-Lining Video for 8" CIPP Sewer Main Lining Including Cleaning	20,000	$200,000.00
1B(8b)	$0.01	LF	Post-Lining Video for 8" CIPP Sewer Main Lining	8,000	$80.00
1B(10)	$22.50	LF	10" CIPP Sewer Main Lining	2,000	$45,000.00
1B(10a)	$10.00	LF	Pre-Lining Video for 10" CIPP Sewer Main Lining Including Cleaning	4,000	$40,000.00
1B(10b)	$0.01	LF	Post-Lining Video for 10" CIPP Sewer Main Lining	2,000	$20.00

Item No.	Unit Price	Units	Item Description	CHANGE ORDER #2 Quantity	CHANGE ORDER #2 Total Price
1B(12)	$26.00	LF	12" CIPP Sewer Main Lining	20,000	$520,000.00
1B(12a)	$10.00	LF	Pre-Lining Video for 12" CIPP Sewer Main Lining Including Cleaning	30,000	$300,000.00
1B(12b)	$0.01	LF	Post-Lining Video for 12" CIPP Sewer Main Lining	20,000	$200.00
1B(14)	$35.00	LF	14" CIPP Sewer Main Lining	1,600	$56,000.00
1B(14a)	$10.00	LF	Pre-Lining Video for 14" CIPP Sewer Main Lining Including Cleaning	4,000	$40,000.00
1B(14b)	$0.01	LF	Post-Lining Video for 14" CIPP Sewer Main Lining	1,600	$16.00
1B(15)	$36.00	LF	15" CIPP Sewer Main Lining	2,000	$72,000.00
1B(15a)	$10.00	LF	Pre-Lining Video for 15" CIPP Sewer Main Lining Including Cleaning	4,000	$40,000.00
1B(15b)	$0.01	LF	Post-Lining Video for 15" CIPP Sewer Main Lining	2,000	$20.00
1B(18)	$69.00	LF	18" CIPP Sewer Main Lining	2,500	$172,500.00
1B(18a)	$10.00	LF	Pre-Lining Video for 18" CIPP Sewer Main Lining Including Cleaning	5,000	$50,000.00
1B(18b)	$0.01	LF	Post-Lining Video for 18" CIPP Sewer Main Lining	2,500	$25.00

Item No.	Unit Price	Units	Item Description	CHANGE ORDER #2 Quantity	Total Price
1B(21)	$90.00	LF	21" CIPP Sewer Main Lining	600	$54,000.00
1B(21a)	$10.00	LF	Pre-Lining Video for 21" CIPP Sewer Main Lining Including Cleaning	1,500	$15,000.00
1B(21b)	$0.01	LF	Post-Lining Video for 21" CIPP Sewer Main Lining	600	$6.00
1B(24)	$115.00	LF	24" CIPP Sewer Main Lining	1,600	$184,000.00
1B(24a)	$10.00	LF	Pre-Lining Video for 24" CIPP Sewer Main Lining Including Cleaning	4,000	$40,000.00
1B(24b)	$0.01	LF	Post-Lining Video for 24" CIPP Sewer Main Lining	1,600	$16.00
1B(30)	$130.00	LF	30" CIPP Sewer Main Lining	1,600	$208,000.00
1B(30a)	$10.00	LF	Pre-Lining Video for 30" CIPP Sewer Main Lining Including Cleaning	4,000	$40,000.00
1B(30b)	$0.01	LF	Post-Lining Video for 30" CIPP Sewer Main Lining	1,600	$16.00
1B(36)	$170.00	LF	36" CIPP Sewer Main Lining	1,000	$170,000.00
1B(36a)	$10.00	LF	Pre-Lining Video for 36" CIPP Sewer Main Lining Including Cleaning	2,500	$25,000.00
1B(36b)	$0.01	LF	Post-Lining Video for 36" CIPP Sewer Main Lining	1,000	$10.00

Item No.	Unit Price	Units	Item Description	CHANGE ORDER #2 Quantity	Total Price
1C	$1.00	EA	Cutting and Removal of Protruding Lateral Pipe Up to 12" Diam.	300	$300.00
2	$100,000.00	LS	Mobilization	Allowance	$83,000.00
3A	$46,000.00		Uniformed Police Officers	Allowance	$46,000.00
3B	$1.00	HR	Flaggers	Allowance	$0.00
3C	$85,000.00	LS	Maintenance of Traffic	Allowance	$71,000.00
3D	$100,000.00		Allowance for Bypass Pumping	Allowance	$100,000.00
4 CO1	$4.00	LF	Heavy Cleaning	35,750	$143,000.00
1B(16) CO2	$46.00	LF	16" CIPP Sewer Main Lining	800	$36,800.00
1B(16a) CO2	$10.00	LF	Pre-Lining Video for 16" CIPP Sewer Main Lining Including Cleaning	2,000	$20,000.00
1B(16b) CO2	$1.00	LF	Post-Lining Video for 16" CIPP Sewer Main Lining	800	$800.00
1B(40) CO2	$460.00	LF	40" CIPP Sewer Main Lining	100	$46,000.00
1B(40a) CO2	$10.00	LF	Pre-Lining Video for 40" CIPP Sewer Main Lining Including Cleaning	200	$2,000.00

Item No.	Unit Price	Units	Item Description	CHANGE ORDER #2 Quantity	Total Price
1B(40b) CO2	$1.00	LF	Post-Lining Video for 40" CIPP Sewer Main Lining	100	$100.00
1B(42) CO2	$465.00	LF	42" CIPP Sewer Main Lining	100	$46,500.00
1B(42a) CO2	$10.00	LF	Pre-Lining Video for 42" CIPP Sewer Main Lining Including Cleaning	200	$2,000.00
1B(42b) CO2	$1.00	LF	Post-Lining Video for 42" CIPP Sewer Main Lining	100	$100.00
1B(54) CO2	$680.00	LF	54" CIPP Sewer Main Lining	400	$272,000.00
1B(54a) CO2	$10.00	LF	Pre-Lining Video for 54" CIPP Sewer Main Lining Including Cleaning	800	$8,000.00
1B(54b) CO2	$1.00	LF	Post-Lining Video for 54" CIPP Sewer Main Lining	400	$400.00
5 CO2	$100,000.00		Allowance for Access	Allowance	$100,000.00
					$3,393,909.00

*New items which have been added through Change Order #2 are shown in Bold.

SECTION 02659

ALLOWANCE FOR ACCESS

PART 1 – GENERAL

1.1 SUMMARY

A. An allowance is established under this Item to be used when it has been determined that work not paid for under other items is needed in order to access manholes and pipelines which are to be lined.

B. The work may require limited site clearing including removal of vegetation and possible regrading.

C. In the case of large pipelines to be lined, the work may include partial removal of part of the manhole structure to allow the liner to be inserted.

D. The work shall include restoration of the ground surface in-kind. Restoration may include restoring grass. Trees and shrubs removed shall not be replaced unless specifically directed by the Engineer in advance of the work.

E. In each incident, when the Engineer agrees that payment under this Item is appropriate, the Contractor shall submit a detailed quote for the proposed work to be performed and paid for under this Item.

F. The quote shall be provided in sufficient detail, including cost backup for the Engineer to be able to readily review.

G. The Contractor will not proceed with work under any incident to be included in this Item until the Engineer has specifically approved the price quote in writing with a Notice to Proceed for the covered work.

PART 2 – MEASUREMENT AND PAYMENT

2.01 ITEM 5 – ALLOWANCE FOR ACCESS

A. Each incident paid for under this Item shall be measured and paid for as a LUMP SUM in accordance with the approved budget and supporting documentation.

B. Unless specifically noted otherwise in the Engineer's approval of the budget and Notice to Proceed, payment will be made under this Item for each incident at the approved budget and shall include payment for all costs associated with the work, whether specifically noted in the budget or not, as needed to make the work complete.

END OF SECTION

City of Nashua

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

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

March 25, 2026
Memo #26-160

TO: Mayor Donchess
Finance Committee

SUBJECT: Landfill Water Line Materials in the amount not to exceed $ 50,000 funded from Bond/ 81- Capital Outlay/Improvements

Please see attached communications from Jeff Lafleur, Superintendent of Solid Waste, dated March 26, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase of water line materials to include fitting and hardware
Value: $50,000
Department: 168 Solid Waste
Vendor: Core and Main
Fund: Bond/81-Capital Outlay/Improvements

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 solicitation for this project was issued and the following bids were received:

Vendor	Amount
Core and Main	$42.41/Foot
E.J. Prescott Inc.	$44.63/Foot
Ferguson	$44.50

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

Regards,

Amy Girard
Purchasing Manager

Cc: J Lafleur
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: March 26, 2026

From: Jeff Lafleur, Superintendent, Solid Waste Department

Re: **Landfill Water Line Materials**

A. Motion: To approve A purchase not to exceed $50,000 for water line and parts from Core and Main of Loudon, NH. Funding will be through Department 168 Solid Waste; Fund: Bond; Activity: Landfill Construction Phase IV

Discussion: The Solid Waste Department received quotes for a per foot price of water line. Core and Main was the lowest price. The motion is to purchase the necessary water line materials to be installed by DPW Staff. We are requesting a not to exceed price as we will need to purchase fittings and hardware that will only be assessed when digging and installing the line. The need for a waterline to the back of the landfill has been mentioned for a long time as part of the landfill construction. The fire department responded to a fire in the compost area a few years ago and mutual aid was needed to bring water in as the Nashua Fire Department doesn't have a tanker. Having a water line close to the operating landfills will help with the response of a landfill fire and reduce the need of relying on mutual aid from surrounding towns. If mutual aid was needed and no tankers were available the landfill could incur major damage to the liners and landfill infrastructure leading to more serious costs. This installed water line will also service the fire training grounds.

Company	**Price per foot**
Core and Main	$42.41
E.J. Prescott Inc	$44.63
Ferguson	$44.50

Bid Proposal for 8"CL52,DUCTILE IRON PIPE

CITY OF NASHUA-DPW
Job Location: Nashua, NH
Bid Date: 03/18/2026 04:00 pm
Core & Main Bid #: 4809049

Core & Main
28 Veteran's Drive
Loudon, NH 03307
Phone: 6032637350
Fax: 6036227382

Seq#	Qty	Description	Units	Price	Ext Price
20	1100	8 TJ CL52 DI PIPE	FT	42.41	46,651.00
				Sub Total	**46,651.00**
				Tax	0.00
				Total	**46,651.00**

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

THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.

FERGUSON WATERWORKS

FERGUSON WATERWORKS #593
ONE CHESTER ROAD
RAYMOND, NH 03077

Phone: 603-895-2282
Fax: 603-895-4254

Deliver To:
From: Paul Cleveland
paul.cleveland@ferguson.com
Comments:

09:17:54 MAR 18 2026

FERGUSON WATERWORKS #576
Price Quotation
Phone: 603-895-2282
Fax: 603-895-4254

Bid No: B552659
Bid Date: 03/18/26
Quoted By: PC

Cust Phone: 603-589-3140
Terms: CASH ON DEMAND

Customer: CITY OF NASHUA
WATER DEPT
229 MAIN ST
NASHUA, NH 03060

Ship To: CITY OF NASHUA
WATER DEPT
229 MAIN ST
NASHUA, NH 03060

Cust PO#: 8 DI PIPE

Job Name:

Item	Description	Quantity	Net Price	UM	Total
DI52SJPX	8 CL52 DI SJ PIPE	1098	44.050	FT	48366.90

Net Total:	$48366.90
Tax:	$0.00
Freight:	$0.00
Total:	$48366.90

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

BID FOR NASHUA PUBLIC WORKS

Date: 03/18/2026

Bid #5592735 Information

EJP Number	Product	Unit of Measure	Quantity	Unit Price	Extended Price
**********************************					
20350 FST	8 FST PIPE DUCTILE 52 CL	FT	20	$ 44.63	$ 892.60
	LEO LAVIN				
	EJ PRESCOTT				
	CONCORD, NH				
	603-224-9545				
	SUBTOTAL				**$ 892.60**

City of Nashua

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

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

March 26, 2026
Memo #26-161

TO: Mayor Donchess
Finance Committee

SUBJECT: Amendment #1 for Icon Architecture's Limited Design Study in the amount not to exceed $100,000 funded from General Fund/ 54- Property Services

Please see attached communications from Tim Cummings, Director of Administrative Services,, dated March 26, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item:	Amendment #1 to expand the scope of services to include the design of a conceptual resource center
Value:	$100,000
Value to Date:	$79,500
Department:	129 City Buildings
Vendor:	Icon Architecture
Fund:	General Fund/ 54- Property Services
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: Bobbie Bagley, Public Health Director

Date: March 2026

Re: Communication – Amendment of Icon Architecture's Limited Design Study

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Icon Architecture is in the process of doing a limited design study at the Keefe Auditorium. They are in the area currently doing work and have the requisite knowledge to be able to undertake a design of the conceptual resource center as outlined in February 19, 2026 communication to the Board of Aldermen.

The proposed amendment would allow for the project to move forward expeditiously.

A copy of the amendment along with the design proposal is included, which outlines the scope and fee. The total figure for this effort is not to exceed $100,000.

The source of funds is the Building and Grounds budget

THANK YOU

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement is entered into as of this *fourth* day of *February*, 2026, by and between **CITY OF NASHUA,** a municipality in the State of New Hampshire (hereinafter referred to as "City"), and *ICON Architecture, Inc.* (hereinafter referred to as "Contractor").

WHEREAS, City and Contractor entered into a professional services agreement related to the development of limited design services for the Keefe Auditorium within the Elm Street Middle School dated *November 13th, 2025* (the "Agreement"); and

WHEREAS, both City and Contractor desire to extend the Agreement.

NOW THEREFORE, the parties agree as follows:

1. Pursuant to Section *5, Scope of Work*. "Amendment" the Agreement is hereby amended to add the additional scope, fee, and time line as delineated in the attached Exhibit A to this contract as part of Amendment 1.

2. 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 First Amendment to Agreement on the date and year first above written.

City of Nashua	**ICON ARCHITECTURE**
____________________	____________________
By: James W. Donchess Title: Mayor	By: Ned Collier Title: Sr. Principal
Date: ____________	Date: 02/04/2026

ICON
ARCHITECTURE

141 TREMONT ST
7TH FLOOR
BOSTON, MA
02111

ICONARCH.COM
617.451.3333

Tim Cummings
Director of Administrative Services
City of Nashua
229 Main Street, City Hall
Nashua, NH 03060

February 11, 2026

Dear Tim,

As an amendment to our current contract for the Keefe Auditorium study, I'm pleased to submit this proposal for the relocation of two modular classrooms to create a Resource Center for the City of Nashua. The proposed fee is Not-to-Exceed $100,000. The scope of work will include:

- Evaluation of the existing modular classrooms conditions and recommendations for potential/needed improvements.
- Construction Documents for bidding covering the foundation structure, MEPFP systems, utilities, and architectural modifications.
- Bidding and CA are not included.
- Typical (mileage, parking) reimbursable expenses are included. Any other expense will require Owner's approval beforehand.

Our proposed schedule is 10 weeks from the Notice to Proceed to document delivery. For planning purposes, we are assuming a start date of March 2, 2026, and delivery on May 08, 2026. The fees are as follows:

Firm	**Discipline**	**Fee ($)**
ICON Architecture	Architecture	49,625
Waterfield Design Group	Civil	6,500
Waterfield Design Group	Survey	7,500
Consulting Engineering Services	MEP/FP	15,000
RSE Associates	Structural	14,000
Kalin Associates	Specifications	5,000

Lawson Group	Environmental	1,625
Harvey Construction	Preconstruction Services	750
Total		**100,000**

Subconsultant proposals are available upon request. If this is acceptable, please sign below.

Thank you for this opportunity,

Ned A. Collier AIA, LEED AP
Senior Principal

For the City of Nashua
Signature:

Print Name:

Copy: projectinfo@iconarch.com
File Location: L:\225028.000 Keefe Auditorium\01 Project Data\1.03 Contracts\1.03.01 Contracts