
7:00 PM

Aldermanic Chamber

1. ROLL CALL
2. PUBLIC COMMENT
3. COMMUNICATIONS

From: Amy Girard, Purchasing Manager

Re: Pontoon Boat and trailer in the amount not to exceed \$126,989 funded from CERF/ 81- Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager

Re: Construction Engineering Services: Rotary Pool Replacement in the amount not to exceed \$85,700 funded from the General Fund and Park Rehabilitation Trust Fund/ 53- Professional & Technical Services

From: Amy Girard, Purchasing Manager

Re: Amendment #4 for the Walnut Street Oval Final Design in the amount not to exceed \$256,168.25 funded from Bond and Grant/ 53- Professional & Technical Services

From: Amy Girard, Purchasing Manager

Re: Aquatic Invasive Species Control and Management in the amount not to exceed \$161,580 funded from Grant, General Fund and Mine Falls Park Trust Fund/ 54- Property Services

From: Amy Girard, Purchasing Manager

Re: Emergency PO – Phase IV, Stage I Landfill Expansion

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

April 8, 2026
Memo #26-163

TO: Mayor Donchess
Finance Committee

SUBJECT: Pontoon Boat and trailer in the amount not to exceed \$126,989 funded from CERF/ 81-
Capital Outlay/Improvements

Please see attached communications from Karen Smith, Business Manager, dated April 6, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: 2026 Barletta Aria A24F Pontoon boat with a triple pontoon trailer
Value: \$126,989
Department: 150 Police Department
Vendor: Irwin Marine
Fund: CERF/81- Capital Outlay/Improvements

Ordinance: Pursuant to § 5-84 Special purchase procedures. A/(5) Purchases from a sole manufacturer, where it is determined to be more efficient and economical to reduce costs of maintenance of additional repair parts, supplies or services

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

Regards,

Amy Girard
Purchasing Manager

Cc: K Smith
T Cummings

NASHUA POLICE
DEPARTMENT

Date: 6 April 2026



Intradepartmental Communication

To: Amy Girard, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is requesting to replace the following with the 2026 Barletta Aria A24F Pontoon Boat with Triple Pontoon Trailer as part of the FY2026 CERF replacement schedule. Research was conducted for specific operational and performance requirements outlined by the Dive Unit. Irwin Marine was able to supply a quote for a boat with the required local maintenance service and specifications.

YEAR	UNIT#	PLATE #	MAKE/MODEL	VIN#
2001			Bennington Pontoon Boat	ETW12826E101
		MP64673	Vent/VPT Boat Trailer	47GPA27121B000039

A quote from Irwin Marine is attached for your review showcasing the features and options along with any associated costs.

The Nashua Police Department and Fleet Supervisor recommend the purchase in the amount of \$126,989.00 from Irwin Marine, Litchfield, NH. Funding is available in the CERF 2026 account.

Sincerely,

A handwritten signature in black ink, appearing to read "K. Smith", written over a horizontal line.

Karen A. Smith
Business Manager

cc: Joanne Boisvert

IRWIN MARINE
261 DERRY ROAD
LITCHFIELD, NH
US
03052
603-595-7995

CUSTOMER QUOTE

To: CITY OF NASHUA POLICE DEPT 3 Quote#: 1095
NASHUA, NH 03061-2019 Date: 31 MAR 2026
Tax: CHARGE
Phone#: 603-594-3624*KEVIN
Cell#: 5334224*DEREKCELL
Salesman: JASON WYLIE

Stock Item: 2026 BARLETTA BARLETTA ARIA A24F

Base Price: 51,765.00

Options:		QTY	PRICE	
M01	STYLING: SAPPHIRE BLUE COLOR	1.00	0.00	
M02	ARIA TRIPLE TOON PACKAGE	1.00	6,750.00	
M03	MERCURY 150L FOURSTROKE MOTOR	1.00	21,075.00	
M04	GROW BOAT	1.00	32.00	
M05	PRE-RIG MERCURY-MECHANICAL	1.00	1,395.00	
M05	RIGGING: RIG ENGINE W/STANDARD	1.00	1,050.00	
M06	CANVAS: PLAYPEN COVER	1.00	0.00	
M07	HANDICAP ACESSIBLE GATE	1.00	750.00	
M08	INFLOOR MIDSHIP STORAGE	1.00	1,380.00	
M09	ON-BOARD BATTERY CHARGER	1.00	285.00	
M10	LILLIPAD REVO LADDER UPGRADE	1.00	900.00	
M11	STAINLESS STEEL FLAG POLE W/FL	1.00	240.00	

			33,857.00	
				85,622.00

Freight 0.00

D/Opts:	M01	TWELVE INCH GPS/SONAR	1.00	3,700.00
	M02	EDGE TECH 4125I SIDESCAN SONAR	1.00	44,875.00
	M03	TRAILER LOAD GUIDE ONS	1.00	1,000.00
	M04	SAFETY PACKAGE	1.00	350.00
	M05	TRIPLE PONTOON TRAILER	1.00	8,568.00

				58,493.00

Total List: 144,115.00

Discount (14,126.00) 129,989.00

Sales Tax: 0.00

Deal Total: 129,989.00

Trade-In Allowance:
TRADE ALLOWANCE (3,000.00) 126,989.00

Final Balance:

126,989.00
=====

Continued

CITY OF NASHUA POLIC Quote#: 1095

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CITY OF NASHUA POLICE DEPT,

31 MAR 2026



City of Nashua

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

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

April 8, 2026
Memo #26-164

TO: Mayor Donchess
Finance Committee

SUBJECT: Construction Engineering Services: Rotary Pool Replacement in the amount not to exceed \$85,700 funded from the General Fund and Park Rehabilitation Trust Fund/ 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: Construction engineering services to include schematic design, design development and construction documents for the rotary pool replamcent
Value: \$85,700
Department: 177 Parks
Vendor: The Turner Group
Fund: General Fund/ 53- Professional & Technical Services \$21,939.06
Park Rehabilitation Trust Fund/ 53-Professional & Technical Services \$63,760.94

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: Rotary Pool Replacement - Construction Engineering Services

B. Motion: To approve the engineering services contract with The Turner Group of Concord, NH in the amount not to exceed \$85,700 for Design Engineering Services of Rotary Pool. Funding will be through: Departments: 177 Parks and 160 Admin & Eng, Funds Trust and General; Account Category: 53 Professional Services.

Attachments: Turner Group Proposal

Discussion: The Turner Group will be responsible for providing engineering services necessary to prepare construction drawings and technical specifications suitable for competitive contractor bidding for Rotary Pool replacement. Providing schematic design, design development and construction documents for the project will be their primary objective.



PROFESSIONAL SERVICES CONTRACT

ROTARY POOL REPLACEMENT DESIGN

A CONTRACT BETWEEN

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

TURNER GROUP

and its successors, transferees and assignees (together "Professional Engineer")

NAME AND TITLE OF PROFESSIONAL ENGINEER

27 LOCKE ROAD, CONCORD, NH 03301

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—Proposal dated **March 23, 2026**

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 describe

SCOPE OF WORK:

Engineering services for the Rotary Pool Replacement Project, including schematic design, design development, and preparation of construction drawings and technical specifications suitable for public bidding as detailed in **EXHIBIT B**. The work includes evaluation of existing conditions, development of pool and site design improvements (including ADA-compliant features and drainage), coordination of aquatic systems, and support during permitting and bidding.

3. PERIOD OF PERFORMANCE. Professional Engineer shall perform and complete all work by **October 31, 2026**. Date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract.

4. COMPENSATION. Professional Engineer agrees to perform the work for a Lump Sum total cost of

EIGHTY-FIVE THOUSAND SEVEN HUNDRED DOLLARS (\$85,700.00)

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

Unless Professional Engineer has received a written exemption from the City of Nashua, Professional Engineer shall submit 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 requests for payment for services performed under this agreement as follows:

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

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

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

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

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

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

CITY OF NASHUA REPRESENTATIVE: PROFESSIONAL ENGINEER REPRESENTATIVE:

Bryan Conant, Superintendent of Parks	Paige A. Wilber, PE
City of Nashua, Parks Department	Turner Group
848 West Holli Street	27 Locke Road
Nashua, NH 03062	Concord, NH 03301

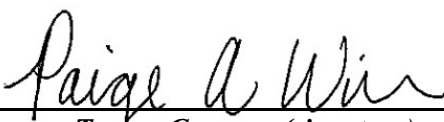
Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or Professional Engineer may change the address or representative by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

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

City of Nashua, NH (signature)

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

Date



Turner Group (signature)

Paige A. Wilber, Structural Engineering Manager
(Printed Name and Title)

03/30/2026
Date

EXHIBIT A
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GENERAL CONDITIONS

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General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "Professional Engineer", and its successors, transferees and assignees (together "Professional Engineer") includes any of the Professional Engineer's consultants, sub consultants, contractors, and subcontractors
2. **PROFESSIONAL ENGINEER STATUS** The parties agree that Professional Engineer shall have the status of and shall perform all work under this contract as a Professional Engineer, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Professional Engineer, and nothing in this contract shall create any contractual relationship between the City of Nashua and Professional Engineer's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Professional Engineer is not a City of Nashua employee and that there shall be no:
 - (1) Withholding of income taxes by the City of Nashua;
 - (2) Industrial insurance coverage provided by the City of Nashua;
 - (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
 - (4) Participation or contributions by either the Professional Engineer or the City of Nashua to the public employee's retirement system;
 - (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
 - (6) Unemployment compensation coverage provided by the City of Nashua.
3. **STANDARD OF CARE** Professional Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Professional Engineer warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Professional Engineer to assure at its own expense that all work is technically sound and shall use reasonable care to comply with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements in effect at the time services are rendered, which to the best of Professional Engineer knowledge, information and belief applies to Professional Engineer's obligation under this agreement. 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, if requested in writing by either the City of Nashua or the Professional Engineer within 14 days after the 30 days described above, the parties shall attempt to resolve the dispute by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties, which agreement shall not be unreasonably withheld. If the parties cannot agree to a mediator within 30 days or the dispute cannot be settled within a period of thirty (30) days with the mediator, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.
10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to 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. Professional Engineer shall require Subcontractors to carry appropriate and lawful amounts of insurance for the services they are providing. Professional Engineer will ensure compliance with this section and shall receive valid certificates of insurance from all Subcontractors as proof that coverage is in place.

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

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, officials, employees and authorized representatives and their employees from and against , damages, liabilities, attorney's fees, costs and expenses arising out of third party claims to the extent caused by the negligent act, omission, 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 use reasonable care to comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Professional Engineer shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

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

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

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

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

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

17. **ENDORSEMENT** Professional Engineer shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Engineer or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Professional Engineer shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and

written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

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

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

Professional Engineer expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the City of Nashua or any of its officers or employees, in either their official or individual capacity of the City of Nashua, for violations of or infringement of the copyright or patent laws of the United

States or of any other nation. Professional Engineer agrees to indemnify, to defend, and to hold harmless the City of Nashua, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Professional Engineer infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Professional Engineer infringes any patent.

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

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Professional Engineer shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Professional Engineer in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Engineer with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Engineer shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.
23. **TAXES** Professional Engineer shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Professional Engineer hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
24. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
25. **RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
26. **PROHIBITED INTERESTS** Professional Engineer shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Professional Engineer warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Professional Engineer. If any such interest comes to the attention of Professional Engineer at any

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

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

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

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

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Professional Engineer, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Professional Engineer.
28. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.
29. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.

30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Professional Engineer. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
31. **CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.



EXHIBIT B

March 23, 2026

Mr. Bryan Conant
Superintendent of Parks Department
City of Nashua
848 W Hollis St.
Nashua, NH 03062

SUBJECT: Proposal for Engineering Services
Rotary Pool
Nashua, New Hampshire

Dear Mr. Conant:

Per your request, The Turner Group (TTG) is pleased to submit this proposal to provide engineering services for the Rotary Pool replacement project, located at 37 Blanchard Street in Nashua, New Hampshire.

Originally constructed in 1973, the approximately 170,000-gallon concrete pool (max depth 12 feet) was fitted with a vinyl liner about 10 years ago to address leakage. Despite multiple investigations, the source of ongoing water loss (currently about 5 inches per day) has not been identified, requiring daily refilling and increased operational costs.

The site also includes a small separate shallow pool. The surrounding concrete deck has experienced settlement, cracking, and drainage issues, creating ponding and tripping hazards. In addition, the pool does not meet current ADA accessibility standards.

SCOPE OF SERVICES

TTG will Team with Oakhill Engineering of Rehoboth, MA, specialists in Aquatic Engineering. Together, we will provide engineering services necessary to prepare construction drawings and technical specifications suitable for competitive contractor bidding for the Rotary Pool replacement. The following scope of services is included:

1. Schematic Design

- a. Review existing documentation, site conditions, and available information; perform field verification; and conduct up to one site visit to document existing conditions and confirm project goals with the City.
- b. Not included in TTG's scope of work, the City will retain a surveyor to complete a site survey and provide it to TTG promptly following receipt of the notice to proceed. The survey will document topographic features, visible utilities, and base mapping for layout and grading.



- c. Not included in TTG's scope of work, the City is advised to pursue hazardous materials testing of the existing pool shell and mechanical systems, including sampling and analysis of materials such as coatings, piping, and insulation.
- d. A virtual kick-off meeting with the City to establish the overall program, budget considerations, and operational needs, including pool use, capacity, and desired features.
- e. Develop up to three conceptual pool layout options incorporating pool size, shape, and depth variations; zero-entry and ADA-accessible features; lap lanes and recreation areas; potential deep-water sections for training; and optional splash pad elements (approximately 1,000 SF) with either recirculation or spray-to-drain systems.
- f. Develop preliminary narrative for pool mechanical systems, including filtration, pumping, and water treatment systems, and identify equipment room location and associated infrastructure requirements.
- g. Deliverable: Provide a conceptual site and pool layout along with a written narrative describing the proposed design, systems, and overall approach.

2. Design Development

- a. Refine the selected schematic design based on City feedback and advance the design into plans.
- b. Develop the pool design including reinforced concrete shell, interior finish or liner system, hydraulic design, piping layouts, filtration systems, and water treatment components.
- c. Confirm selection of equipment and update system loads, utility requirements, and coordination needs.
- d. Design the replacement of the concrete pool deck, including grading, drainage improvements, jointing, surface details, and ADA-compliant slopes and transitions.
- e. Coordinate site elements including access, circulation, and fencing improvements.
- f. Coordinate equipment room layout and massing, utility connections, and system loads, and provide input on aquatic-specific requirements affecting building systems and layouts.
- g. Deliverable: Prepare plan views, sections, details, hydraulic schematics, and equipment layouts sufficient for review and advancement to final design.

3. Construction Documents

- a. Prepare complete and coordinated construction drawings and technical specifications suitable for public bidding, including pool structural systems, aquatic mechanical and plumbing systems, deck layout and grading, drainage, and ADA-compliance details.
- b. Finalize and document all pool systems including plans, sections, details, hydraulic schematics, equipment schedules, equipment room layouts, and associated site piping.
- c. Coordinate all disciplines to ensure clarity, consistency, and constructability of the documents.
- d. Prepare permit-level submission documents and submit them to the Health Department. Fees for submission have not been included. Respond to one round of review comments through revisions.



- e. Assist in preparation of the bid package and respond to contractor questions during the bidding process through clarifications and addenda.
- f. Deliverable: Provide signed and sealed construction drawings and project-specific technical specifications.

ADA Compliance Limitation: The scope of this project includes limited ADA improvements to the pool and concrete deck area. ADA upgrades to the bathhouse are excluded and would require separate design authorization.

FEE

We propose to provide the above scope for a Lump Sum Price as follows:

Schematic Design	\$14,900
Design Development	\$29,700
Construction Documents	\$41,100
Total	\$85,700

Invoices will be submitted monthly as a percentage of the completed work.

Any additional work which may be required beyond the scope of this proposal will be performed on a negotiated basis in accordance with the attached “Standard Fee Schedule and Payment Terms,” dated July 1, 2025.

Please note that the total fee listed for the scope of work shown is based on the assumption that the entire project will be completed as part of this proposal. If the project is to be broken into separate tasks, or not all the tasks shown are completed as part of this proposal, the individual task fees may need to be adjusted to complete the necessary work.

This proposal is good for thirty (30) days from the date on the cover page of this proposal.

SCHEDULE

We will work with the City to accommodate their timelines for this project. Assuming a project approval of April 1, 2026, the estimated schedule for the project is as follows:

<u>Phase</u>	<u>Duration</u>	<u>Estimated Timing*</u>
Schematic Design	6 weeks	Mid-May
City Review	2 weeks	Late May/Early June
Design Development	4 weeks	Late June
City Review	3 weeks	Mid-July
Construction Documents	6 weeks	Late August
Bidding	3-4 weeks	September



<u>Phase</u>	<u>Duration</u>	<u>Estimated Timing*</u>
Construction	20 weeks	Fall 2026 – Spring 2027

*All timing is approximated and subject to City approvals, weather conditions, funding availability, and review times.

The schedule assumes timely review and feedback from the City at each stage of design and does not include extended permitting or funding delays. The concrete pool foundation will need to be installed before frost occurs in Fall 2026 in order to achieve a pool opening date of June 1, 2027.

ITEMS NOT INCLUDED

1. Fees for submissions, applications, permits, etc. to regulatory agencies.
2. Any item not specifically identified in this proposal.
3. More than one round of changes to document submissions.
4. More site visits and meetings beyond what is included in the Scope of Services.
5. ADA and architectural improvements to the bathhouse.
6. Hazardous material testing.
7. Construction cost estimation.
8. Construction administration services.

CLIENT RESPONSIBILITIES

1. Provide front-end contract documents (except technical documents).
2. Solicit, administer and award bids for construction implementation of this project.
3. Provide supervision of Contractors.
4. Obtain Federal, State and local permits and approvals necessary for the implementation of this work.
5. To provide one point of contact as the Owner's Project Manager for the implementation of this project.
6. Perform project management and interaction between the Owner and the design team.
7. Make timely decisions during the design process in order to keep the project on schedule.
8. Provide access to the site as needed.
9. Attend meetings with regulatory officials, construction meetings, etc.
10. Provide on-site construction services, including special inspections and field testing, as required.



CONTRACT FORM

Please sign and return these originals as your acceptance of the above scope and terms, including noted attachments, and your authorization to proceed. Please also provide a purchase order or equivalent accounting number, if applicable, at the end of this letter in order to allow us to proceed.

In the event the Client issues a purchase order or other instrument related to the Consultant's Services, it is understood and agreed to that such document is of the Client's internal accounting purpose only, and shall in no way modify, add to, or delete any of the terms and conditions of the agreement. If the Client does issue a purchase order or other similar instrument, it is understood and agreed to that the Consultant shall indicate the purchase order number on the invoices sent to the Client.

We appreciate the opportunity to present this proposal and look forward to assisting the City of Nashua with this project. If you have any questions, please do not hesitate to contact Paige Wilber at (603) 805-4489.

Sincerely,

THE TURNER GROUP

Paige A. Wilber, PE
Structural Engineering Manager

PAW/hb

Accepted by:

City of Nashua

Date: _____

By (Signature): _____

Title: _____

Purchase Order No. (if applicable): _____



STANDARD FEE SCHEDULE AND PAYMENT TERMS

FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate*</u> <u>\$ per Hour</u>
Senior Project Manager IV	265
Senior Project Manager III	230
Senior Project Manager II	190
Project Manager I	165
Assistant Project Manager	130
Senior Project Engineer/Architect IV	265
Senior Project Engineer/Architect III	225
Senior Project Engineer/Architect II	185
Senior Project Engineer/Architect I	160
Project Engineer/Architect	140
Senior Project Designer IV	155
Senior Project Designer III	140
Senior Project Designer II	120
Project Designer I	110
Administrative Support	100

- * Turner Group reserves the right to periodically modify the hourly billing rates detailed above at the sole discretion of Turner Group with or without notice. Invoiced amounts will be based on the Schedule of Fees in effect at the time of invoicing. Expert Testimony Rates are 1.5 x Hourly Billing Rates.

REIMBURSABLE EXPENSES AND OUTSIDE SERVICES

Transportation and Subsistence - Transportation and subsistence expenses will be billed at cost plus a 15% service charge.

Outside Services - Outside services will be billed at cost plus a 15% service charge. Examples of outside services ordinarily charged to projects are subcontractors; laboratory charges; outside printing and reproduction; shipping charges; rental vehicles; fares of public carriers; special fees for insurance certificates, permits, licenses, etc.; and state sales and use taxes. Field and specialty equipment will be billed at a daily, weekly, or monthly rate, as needed for the project.

Other Expenses - Examples of other expenses are telecommunications charges, blueprints/plots, in-house copying and printing, software licensing fees, and data network fees.

PAYMENT TERMS

Invoices will be submitted monthly unless specifically detailed otherwise in an accompanying contract or signed proposal.

Invoices are due and payable upon their receipt.



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

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

April 8, 2026
Memo #26-165

TO: Mayor Donchess
Finance Committee

SUBJECT: Amendment #4 for the Walnut Street Oval Final Design in the amount not to exceed
\$256,168.25 funded from Bond and Grant/ 53- Professional & Technical 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: Final design phase services for the Walnut Street Oval intersection project
Value: \$256,168.25
Value to Date: \$712,201.19 Finance Memo #25-114
Department: 160 Admin/Engineering
Vendor: Hoyle Tanner & Associates, Inc.
Fund: Bond and Grant/ 53-Professional & Technical 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: Engineering, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: D Hudson
C O'Connor
T Cummings

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: Walnut Street Oval Intersection Project

D. Motion: To approve Amendment #4 to the Engineering Services agreement for the Walnut Street Oval Intersection Project with Hoyle, Tanner & Associates, Inc. of Manchester, NH in an amount not to exceed \$256,168.25. Funding will be through: Departments 160 Admin/Eng; Funds: Bond and Grant; Activity: Walnut Street Oval

Discussion: Hoyle, Tanner & Associates, Inc. (HTA) is under contract for design of the Walnut Street Oval Intersection Project that seeks to improve safety, capacity, and multimodal access of the area. HTA has substantially completed the Preliminary Design phase, including detailed design and project permitting. We are seeking to extend HTA's contract to include Final Design phase services, so the project can be advanced to bidding for construction. The project is being completed in accordance with NHDOT requirements and the Project Agreement with State of New Hampshire, which includes an 80% Federal and 20% City cost share.

**AMENDMENT No. 4
TO
CONTRACT FOR PROFESSIONAL SERVICES**

**BETWEEN
CITY OF NASHUA
AND
HOYLE, TANNER & ASSOCIATES, INC.**

This Amendment No.4 made the ____ day of _____, 2026, by and between **The City of Nashua, New Hampshire** (hereinafter called OWNER), and **Hoyle, Tanner & Associates, Inc.** (hereinafter called ENGINEER).

WHEREAS, an AGREEMENT was entered into on **November 20, 2023** and amended on **June 6, 2024**, **December 5, 2024**, and **February 20, 2025** between the OWNER and ENGINEER, which AGREEMENT is entitled ***“Walnut Street Oval Engineering Study”***.

hereinafter referred to as AGREEMENT.

WHEREAS, the ENGINEER is requesting additional funds for Final Design Services as described in **EXHIBIT A** attached to be completed by **January 31, 2027**.

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

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

1. Article 4 – COMPENSATION, as follows:

Professional Engineer agrees to perform the additional work for a total cost not to exceed

Two Hundred Fifty-Six Thousand One Hundred Sixty-Eight Dollars and 25/100

\$256,168.25

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

CITY OF NASHUA, NH (signature)

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

Date



HOYLE, TANNER & ASSOCIATES LLC. (signature)

Stephen Haas, Vice President, Highway Team Leader
(Printed Name and Title)

April 6 , 2026

Date

NEGOTIATED

**AMENDMENT #4 – WALNUT STREET OVAL
FINAL DESIGN & BID SERVICES
MARCH 10, 2026**

Project Description

The City of Nashua has engaged Hoyle, Tanner & Associates, Inc. (Hoyle Tanner) to perform the Final Design & Bid Services of the area known as the “Walnut Street Oval” to improve safety and access for vehicles, bicyclists and pedestrians in this active area just west of Downtown. This project will use the New Hampshire Department of Transportation (NHDOT) Local Public Agency funding assistance. The existing geometry of this roughly 250’ by 350’ oval connecting Walnut St., Chestnut St., West Pearl St., Central St., High St., School St., and Factory St. acts as a barrier for the smooth flow of traffic between the Veterans Memorial Parkway and Main Street. As studied in the 2015 Downtown Nashua Circulation Study (updated in 2023), improvements to this location, along with directional reversals of adjacent streets and a Main Street Road Diet are anticipated to increase the access to and viability of the larger Downtown area. The design for the project includes a reduction in travel lanes around the oval, improved pedestrian & bicycle infrastructure, a compact roundabout at Chestnut and Central Streets, and directional changes for Factory and West Pearl Streets. Hoyle Tanner’s specific services for the Final Design & Bid Services Phase are outlined below:

Scope of Services

Final Design Phase

Consultant shall:

- F-1. Coordination with City & NHDOT, scheduling, and monthly tracking of internal team members to meet task, project milestones and financial requirements of the project, as practicable. This includes progress reports to accompany invoices submitted electronically to the City of Nashua.
- F-2. Review and update project-specific Quality Assurance Plan in accordance with Hoyle Tanner’s Quality Control Plan, as needed.
- F-3. Coordinate subconsultant services for Landscaping Design and incorporate layout and details into final plan set. Hoyle Tanner will arrange for a subconstituent to perform this work and an allowance for these services has been included in our reimbursable expenses.
- F-4. Incorporate review comments from the Client/NHDOT on Preliminary Design.
- F-5. Perform final utility coordination and incorporate proposed utility relocations, as required.
- F-6. Coordinate with City for incorporation of Factory Street sewer separation work as-builts (By Others), as required.
- F-7. Prepare final roadway layout for the preferred alternative including edges of pavement, curbing, sidewalks, pavement markings, signage, slope lines and project limits.
- F-8. Perform photometric analysis of proposed pedestrian lighting, prepare lighting and conduit layout, and develop lighting details. Coordinate electrical meter location/connection with City and Eversource.

- F-9. Coordinate subconsultant services for peer review of preliminary roundabout layout to be performed by Kittleson & Associates.
- F-10. Develop final Best Management Practices (BMP) layout and construction details.
- F-11. Prepare site specific Alteration of Terrain Permit (AoT) for submission to New Hampshire Department of Environmental Services (NHDES).
- F-12. Develop final opinion of probable construction cost using the NHDOT item number nomenclature format and current weighted average unit prices.
- F-13. Attend up to nine (9) design coordination meetings (virtual) with Client and NHDOT; to review layout and progress Final Plans Development (2 people). Two (2) additional coordination meetings for landscaping and lighting design coordination are also included.
- F-14. Prepare Final Design Plans. The plans are anticipated to include the following sheets:
- Title Sheet
 - Index and General Notes
 - Standard Symbols
 - Typical Sections - 4 Sheets
 - Miscellaneous Details - 14 Sheets
 - Easement Plans (20 scale) – 4 sheets
 - General Plans (20 Scale) – 4 Sheets
 - Profiles – 4 Sheets
 - Drainage and Utility Plans – 4 sheets
 - Drainage Notes – 2 Sheets
 - Alignment, Curbing, and Pavement Layout Plans – 4 Sheets
 - Intersection Grading Plans – 2 sheets
 - Signing Plans and Pavement Marking Plans – 4 Sheets
 - Sign Text Layout – 2 Sheets
 - Landscaping & Lighting Plans – 4 Sheets
 - Traffic Control Notes & Details
 - Traffic Control Plans – 4 Phases (2 Sheets Each) – 8 Sheets
 - Cross Sections (25' Interval) – 18 Sheets.
- F-15. Prepare Easement Coordination plans for the City's use in coordinating property impacts with abutters. Plans will show anticipated easement locations, types, & sizes and will be shown on General Plan layouts. Four (4) sheets are anticipated.
- F-16. Prepare recordable easement plans and coordinate with licensed land survey subconsultant to sign and seal plans for recording at the Hillsborough County Registry of Deeds. Recordable easement plans for two (2) individual parcels are anticipated.
- F-17. Prepare Draft contract and bid document pieces using City of Nashua format referencing NHDOT's technical specifications for construction.
- F-18. Perform QC/QA and submit draft Preliminary PS&E (Plans, Specifications, and Estimate) (electronic) to City of Nashua for review and comment prior to submission to NHDOT.
- F-19. Revise Plans, Specifications, and Estimate to address review comments.

- F-20. Perform QA/QC and submit Final PS&E package to City of Nashua for review and comment prior to submission to NHDOT for approval. Up to 3 copies of the submittal will be provided to both the City and NHDOT.

Bid Phase

Consultant shall:

- B-1. Develop Bid Form.
- B-2. Prepare for, conduct, and prepare minutes for a pre-bid meeting held in Nashua, NH.
- B-3. Assist the City with four-week long bid process and draft addenda (if necessary) to interpret or clarify bidding documents.
- B-4. Review bids, bid bonds, and other bid documents submitted for compliance with bid requirements. Prepare bid summary and make recommendation of award to City.

Assumptions

Consultant assumes:

- A-1. Project limits are approximately 2000 linear feet of roadway around the “Walnut Oval” bounded by Walnut Street, Central Street, Chestnut Street, and Factory Street; including approx. 200 linear feet of Factory Street up to Water Street. Additionally, approx. 900 linear feet of Main Street is included to perform traffic signal and pavement marking revisions associated with the change in travel directions on Factory Street and West Pearl Street. Specific intersections are noted below:
 - 1. Walnut Street/West Pearl Street
 - 2. Walnut Street/School Street
 - 3. Walnut Street/High Street
 - 4. Walnut Street/Factory Street
 - 5. Chestnut Street/Factory Street
 - 6. Chestnut Street/Central Street
 - 7. Factory Street/Water Street
 - 8. Factory Street/Main Street
 - 9. West Pearl Street/Main Street
- A-2. Roadway Design Assumptions
 - Design speed for roadway approaches is assumed to be posted or statutory speed
 - Design vehicle is anticipated to be WB-62 (except for Chestnut Street southbound left at the compact roundabout which will accommodate a City Bus / Fire Truck)

- A-3. The project will be designed in accordance with Version 3.0 of the Local Public Agency (LPA) Manual for the Development of Projects and other LPA requirements in effect at the date of this agreement.
- A-4. Hoyle Tanner has arranged for signing and sealing of recordable easement plans to be performed by Surveying and Mapping, LLC (formerly Doucet Survey Inc.).
- A-5. The Programmatic Categorical Exclusion document for the project has been completed and approved and the National Environmental Protection Agency (NEPA) requirements for the project have been satisfied. The Final Design for the Walnut Oval project is anticipated to stay within the limits and commitments permitted in this document. No additional environmental permitting, beyond the NHDES Alteration of Terrain permit, is required.
- A-6. Roundabout peer review services performed by Kittleson & Associates are anticipated to include review of the layout, entry and exit geometry, grading, and pedestrian and bike accommodations with a summary memo. Changes to roundabout size, type, or lane use are not anticipated.
- A-7. The City and Hoyle Tanner will coordinate with private utility companies to confirm/determine the location of their existing infrastructure. We cannot be held responsible for the lack of response or the information provided by private utility companies. Reasonable efforts will be made to verify information received with the intention of avoiding impacts to utilities during the construction phase. Relocation of utility poles and underground facilities may be required.
- A-8. ROW coordination, negotiation, and acquisition services will be performed by the City and the City's consultant, Bergeron. This includes filing of the required documents at the Hillsborough County Registry of Deeds. Services for ROW acquisition assistance by Hoyle Tanner, beyond coordination with the City and recordable easement plan development, are not required.
- A-9. Recordable easement plans are only required for permanent easement areas. Temporary easements will not be recorded.
- A-10. NHDES AoT permit is the only required permit for this project. The project is located beyond the shoreland buffer for the Nashua River so an NHDES Shoreland Water Quality Protection Act Permit by Notification (PBN) will not be required. As jurisdictional wetlands and surface waters are not believed to exist within the project area, services related to wetland delineation and wetland permitting are not anticipated to be required. Permitting fees, as required, will be paid by the City.

- A-11. Closed stormwater systems are anticipated to be utilized for stormwater conveyance. Stormwater best management practices, required to satisfy the AoT permit are anticipated to be constructed in the expanded green space on the north side of the oval and include an underground infiltration system or surface bioretention. It is anticipated that the closed drainage system from the oval project will utilize the existing combined sewer system or a new drainage connection to the outfall at the Nashua River (By Others) and new drainage outfalls will not be required.
- A-12. NHDOT Traffic Control Committee coordination will be completed and signed off during the Preliminary Design phase. Additional meetings or coordination during Final Design are not required.
- A-13. The project will be engineered in accordance with technical guidelines that include but are not limited to:
- 2010 American Association of State Highway and Transportation Officials (AASHTO) Highway Safety Manual.
 - Transportation Research Board (TRB) Highway Capacity Manual, Sixth Edition.
 - Standard Specifications for Roadway Construction, Nashua, New Hampshire Board of Public Works (BoPW) 1986.
 - Standard Specifications for Sidewalk Construction, Nashua, New Hampshire BoPW 1995.
 - 2011 AASHTO Geometric Design of Highways and Streets, “Green Book”.
 - 2011 AASHTO Roadside Design Guide.
 - 2021 AASHTO Guide for the Planning, Design, and Operation of Pedestrian Facilities, 2nd Edition
 - 2024 AASHTO Guide for the Development of Bicycle Facilities, 5th Edition
 - NACTO Urban Bikeway Design Guide, 3rd Edition (2025).
 - Manual on Uniform Traffic Control Devices (MUTCD), 11 Edition.
 - Section 504 of the FHWA’s Americans with Disabilities Act (ADA) and NHDOT standard sidewalk details.
- A-14. The City of Nashua will coordinate and assemble the Bid Specifications for the project. Hoyle Tanner will provide a bid schedule, special provision sections, and an overall review of the compiled specifications for compliance with the LPA program.
- A-15. All submission review comments will be received from a single source at the same time.
- A-16. The bid process will be managed by the City of Nashua with assistance, as noted, by Hoyle Tanner. The City will handle advertising the project for bids in local newspapers and other online notification services, as may be required.
- A-17. This proposal assumes a maximum of 2 minor addendums will be issued.
- A-18. Advertising for the project will occur in the Winter of 2027.
- A-19. Lighting Design Assumptions
- Proposed lighting will consist of pedestrian scale lighting along both sides of the Oval intersection, the portions of Factory Street and Central Street that are being reconstructed, and at mid-block crossings. Intersection lighting is not required.
 - City will provide the desired pole and fixture type for Hoyle Tanner use
 - Requirements for photocells and metering will be provided by the City

- Electrical design will be part of the lighting bid items to be provided by the Contractor through a licensed electrical engineer
- Illuminance requirements will be confirmed with the City prior to design advancement (assumed to be approx. 0.5 fc avg.).

A-20. Landscaping Design Assumptions

- Deliverables will consist of a scoping meeting, a preliminary layout plan, and final layout plan and details.
- Scoping meeting will be attended by City, Engineer, and Landscape Architect to determine desired landscaping elements.
- Landscaping areas anticipated to consist of interior greens spaces at Oval and exterior green spaces around Roundabout. City would like to incorporate as many street trees as possible and reincorporate memorials within existing oval.

Construction phase services, such as shop drawing review and periodic site observations, are not included in this Proposal. We intend to submit a Proposal for Construction Phase Services (as Designer of Record) concurrent with review of bids.

NASHUA, NEW HAMPSHIRE

NEGOTIATED

WALNUT OVAL DESIGN - FINAL DESIGN
NHDOT #41586- Fed #X-A004(682)

WALNUT OVAL
NASHUA, NEW HAMPSHIRE

Date: March 10, 2026

Prepared By: SBH

Checked By: JFMS

Consultant: Hoyle, Tanner & Associates, Inc.

		TOTAL	
FEE PROPOSAL SUMMARY		Hours	Fee
LABOR			
	FINAL DESIGN PHASE (FULL PROJECT)	1,147	\$64,631.77
	BID SERVICES	37	\$2,444.88
	DIRECT LABOR	1184	\$67,076.65
	OVERHEAD	171.62%	\$115,116.95
	FIXED FEE	10.00%	\$18,219.36
	TOTAL LABOR		\$200,413.00
EXPENSES			
	FINAL DESIGN PHASE		\$55,755.25
	TOTAL EXPENSES		\$55,755.25
	PROPOSED CONTRACT TOTAL		\$256,168.25

NEGOTIATED

NASHUA, NEW HAMPSHIRE
WALNUT OVAL DESIGN - FINAL DESIGN
NHDOT #41586- Fed #X-A004(682)

WALNUT OVAL
NASHUA, NEW HAMPSHIRE

BILLING RATE ESTIMATE

Date: March 10, 2026
Prepared By: SBH
Checked By: JFMS
Consultant: Hoyle, Tanner & Associates, Inc.

Classifications =>		PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	TECHNICAL ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	SENIOR CADD DESIGNER	SENIOR ENVIRONMENTAL COORD.	ENVIRONMENTAL COORD.	PROJECT ASSISTANT	TOTAL
#	Task Descriptions	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
	FINAL DESIGN PHASE (FULL PROJECT)										1,147
F1	Provide Overall Project Management & NHDOT Coordination	2	20	2						10	34
F2	Review/Update as Needed Project Specific Quality Assurance Plan		1							1	2
F3	Coordinate Landscape Subconsultant Services and Incorporate Layout into Plans		6	8			12				26
F4	Incorporate City/NHDOT Comments on Preliminary Design	1	8	16		24	24				73
F5	Perform Final Utility Coordination and Incorporate		6	10			10				26
F6	Coordinate & Incorporate Factory St Sewer Separation		2	8		10	6				26
F7	Prepare Final Roadway Layout	1	4	8	16	40	35				104
F8	Perform Photometric Analysis and Lighting Design		4	8	16	40	24				92
F9	Coordinate Subconsultant Services for Roundabout Review		2	4	6						12
F10	Develop Final BMP Layout and Details		2	8	16		24				50
F11	Prepare Alteration of Terrain Permit	1	8	12	32		8	4	12		77
F12	Develop Final Opinion of Cost		2	4	20	24					50
F13	Attend eleven (11) design meetings with client		30	30							60
F14	Prepare Final Design Plans	1	8	12	60	75	100				256
F15	Prepare Easement Coordinaton Plans		2	8		16					26
F16	Prepare Recordable Easement Plans		2	10		2	16				30
F17	Prepare Draft Contract Documents and Special Provisions		8	24						18	50
F18	Perform QA/QC and Prepare PPS&E Submittal	12	6	16			12			8	54
F19	Address Comments from City/NHDOT		8	20		24	24				76
F20	Perform QA/QC and Prepare PS&E Submittal	4	3	8			4			4	23
	TOTAL HOURS	22	132	216	166	255	299	4	12	41	1147
	CONTRACT LABOR RATE	\$95.29	\$ 81.30	\$ 65.40	\$ 60.76	\$ 48.59	\$ 42.85	\$ 64.22	\$ 39.51	\$ 40.43	
	CONTRACT LABOR TOTAL	\$2,096.38	\$10,731.60	\$14,126.40	\$10,086.16	\$12,390.45	\$12,812.15	\$256.88	\$474.12	\$1,657.63	\$64,631.77

*See separate sheet for breakdown of expenses

NEGOTIATED

NASHUA, NEW HAMPSHIRE
WALNUT OVAL DESIGN - FINAL DESIGN
NHDOT #41586- Fed #X-A004(682)

WALNUT OVAL
NASHUA, NEW HAMPSHIRE

BILLING RATE ESTIMATE

Date: March 10, 2026
Prepared By: SBH
Checked By: JFMS
Consultant: Hoyle, Tanner & Associates, Inc.

Classifications =>		PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	TECHNICAL ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	SENIOR CADD DESIGNER	SENIOR ENVIRONMENTAL COORD.	ENVIRONMENTAL COORD.	PROJECT ASSISTANT	TOTAL
#	Task Descriptions	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
	BID SERVICES										37
B1	Develop Bid Form			1						1	2
B2	Prepare for, Conduct, and Prepare Minutes for Pre-Bid		5	3						1	9
B3	Assist City with 4-week bid process and draft addenda		4	8						2	14
B4	Review Bids, Prepare Summary, and Recommend Award		2	8						2	12
	TOTAL HOURS	0	11	20	0	0	0	0	0	6	37
	CONTRACT LABOR RATE	\$95.29	\$ 81.30	\$ 65.40	\$ 60.76	\$ 48.59	\$ 42.85	\$ 64.22	\$ 39.51	\$ 40.43	
	CONTRACT LABOR TOTAL	\$0.00	\$894.30	\$1,308.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$242.58	\$2,444.88

*See separate sheet for breakdown of expenses

NEGOTIATED

NASHUA, NEW HAMPSHIRE

WALNUT OVAL DESIGN - FINAL DESIGN

NHDOT #41586- Fed #X-A004(682)
DIRECT AND REIMBURSABLE EXPENSES
FINAL DESIGN PHASE

HOYLE, TANNER & ASSOCIATES, INC.							TOTAL EXPENSES
MILEAGE							
Meetings/Site Visits in Nashua		40	miles	10	trips	\$0.725	\$290.00
Meetings in Concord		45	miles	2	trips	\$0.725	\$65.25
		0	miles	0	trips	\$0.725	\$0.00
TOLLS		2	each	10	trips	\$1.00	\$20.00
MILEAGE & TOLLS SUBTOTAL							\$375.25
LODGING SUBTOTAL							\$0.00
MEALS							
lunch		0	each	0	persons	\$0.00	\$0.00
dinner		0	each	0	persons	\$0.00	\$0.00
MEALS SUBTOTAL							\$0.00
POSTAGE / COURIER SERVICES							\$25.00
PHOTOCOPYING / REPRODUCTION							
Color Graphics	say	200	sf			\$1.50	\$300.00
Color Copies (11x17)	say	0	each			\$1.30	\$0.00
Color Copies (81/2x11)	say	0	each			\$1.15	\$0.00
B&W half size	say	1800	each			\$0.10	\$180.00
B&W Full Size copies (22x34)	say	450	sheets	3250	SF	\$0.30	\$975.00
PRINTING SUBTOTAL							\$1,455.00
Landscape Design Allowance							\$40,000.00
Surveyor Recordable Plan Allowance							\$5,000.00
Kittleson (Peer Review)							\$8,900.00
							\$0.00
							\$0.00
							\$0.00

TOTAL \$55,755.25

NASHUA, NEW HAMPSHIRE

CITY IGE

WALNUT OVAL DESIGN - FINAL DESIGN
NHDOT #41586- Fed #X-A004(682)

WALNUT OVAL
NASHUA, NEW HAMPSHIRE

Date: March 5, 2026

Prepared By: MEF

Checked By: DH

Consultant: Hoyle, Tanner & Associates, Inc.

		TOTAL	
FEE PROPOSAL SUMMARY		Hours	Fee
LABOR			
	FINAL DESIGN PHASE (FULL PROJECT)	1,294	\$74,971.25
	BID SERVICES	45	\$3,112.41
	DIRECT LABOR	1339	\$78,083.66
	OVERHEAD	171.62%	\$134,007.18
	FIXED FEE	10.00%	\$21,209.08
	TOTAL LABOR		\$233,300.00
EXPENSES			
	FINAL DESIGN PHASE		\$55,755.25
	TOTAL EXPENSES		\$55,755.25
	PROPOSED CONTRACT TOTAL		\$289,055.25

NASHUA, NEW HAMPSHIRE
WALNUT OVAL DESIGN - FINAL DESIGN
NHDOT #41586- Fed #X-A004(682)

CITY IGE

WALNUT OVAL
NASHUA, NEW HAMPSHIRE

BILLING RATE ESTIMATE

Date: March 5, 2026
Prepared By: MEF
Checked By: DH
Consultant: Hoyle, Tanner & Associates, Inc.

Classifications =>		PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	TECHNICAL ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	SENIOR CADD DESIGNER	SENIOR ENVIRONMENTAL COORD.	ENVIRONMENTAL COORD.	PROJECT ASSISTANT	TOTAL
#	Task Descriptions	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
	FINAL DESIGN PHASE (FULL PROJECT)										1,294
F1	Provide Overall Project Management & NHDOT Coordination	4	24							20	48
F2	Review/Update as Needed Project Specific Quality Assurance Plan	2	16							1	19
F3	Coordinate Landscape Subconsultant Services and Incorporate Layout into Plans	1	8				16			1	26
F4	Incorporate City/NHDOT Comments on Preliminary Design	1	20	40			40			2	103
F5	Perform Final Utility Coordination and Incorporate		8	4			8				20
F6	Coordinate & Incorporate Factory St Sewer Separation		1	4		16	16				37
F7	Prepare Final Roadway Layout		8	40		40	24				112
F8	Perform Photometric Analysis and Lighting Design		2			16	12				30
F9	Coordinate Subconsultant Services for Roundabout Review		4				4			1	9
F10	Develop Final BMP Layout and Details		2	4	8	8	24	4	8		58
F11	Prepare Alteration of Terrain Permit		8	8	8	20	12			1	57
F12	Develop Final Opinion of Cost		8	8	20	32	16				84
F13	Attend eleven (11) design meetings with client		44		44					4	92
F14	Prepare Final Design Plans	2	12	12	24	24	80			1	155
F15	Prepare Easement Coordinaton Plans	1	4		8		32			1	46
F16	Prepare Recordable Easement Plans	1	2		2		24			1	30
F17	Prepare Draft Contract Documents and Special Provisions		20	20	40					4	84
F18	Perform QA/QC and Prepare PPS&E Submittal	16	8	16	40	20	20			2	122
F19	Address Comments from City/NHDOT		16	20	20	20	40				116
F20	Perform QA/QC and Prepare PS&E Submittal	4	4	8	20		8			2	46
	TOTAL HOURS	32	219	184	234	196	376	4	8	41	1294
	CONTRACT LABOR RATE	\$95.29	\$ 81.30	\$ 65.40	\$ 60.76	\$ 48.59	\$ 42.85	\$ 64.22	\$ 39.51	\$ 40.43	
	CONTRACT LABOR TOTAL	\$3,049.28	\$17,804.70	\$12,033.60	\$14,217.84	\$9,523.64	\$16,111.60	\$256.88	\$316.08	\$1,657.63	\$74,971.25

*See separate sheet for breakdown of expenses

NASHUA, NEW HAMPSHIRE
WALNUT OVAL DESIGN - FINAL DESIGN
NHDOT #41586- Fed #X-A004(682)

WALNUT OVAL
NASHUA, NEW HAMPSHIRE

BILLING RATE ESTIMATE

Date: March 5, 2026

Prepared By: MEF

Checked By: DH

Consultant: Hoyle, Tanner & Associates, Inc.

Classifications =>		PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	TECHNICAL ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	SENIOR CADD DESIGNER	SENIOR ENVIRONMENTAL COORD.	ENVIRONMENTAL COORD.	PROJECT ASSISTANT	TOTAL
#	Task Descriptions	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
	BID SERVICES										45
B1	Develop Bid Form		1		1	4					6
B2	Prepare for, Conduct, and Prepare Minutes for Pre-Bid		4							2	6
B3	Assist City with 4-week bid process and draft addenda		8							4	12
B4	Review Bids, Prepare Summary, and Recommend Award	1	16							4	21
	TOTAL HOURS	1	29	0	1	4	0	0	0	10	45
	CONTRACT LABOR RATE	\$95.29	\$ 81.30	\$ 65.40	\$ 60.76	\$ 48.59	\$ 42.85	\$ 64.22	\$ 39.51	\$ 40.43	
	CONTRACT LABOR TOTAL	\$95.29	\$2,357.70	\$0.00	\$60.76	\$194.36	\$0.00	\$0.00	\$0.00	\$404.30	\$3,112.41

*See separate sheet for breakdown of expenses

NASHUA, NEW HAMPSHIRE

HTA
Engineer's Estimate

WALNUT OVAL DESIGN - FINAL DESIGN NHDOT #41586- Fed #X-A004(682)

WALNUT OVAL
NASHUA, NEW HAMPSHIRE

Date: March 5, 2026

Prepared By: SBH

Checked By: JFMS

Consultant: Hoyle, Tanner & Associates, Inc.

		TOTAL	
FEE PROPOSAL SUMMARY		Hours	Fee
LABOR			
	FINAL DESIGN PHASE (FULL PROJECT)	1,040	\$58,303.13
	BID SERVICES	35	\$2,314.08
	DIRECT LABOR	1075	\$60,617.21
	OVERHEAD	171.62%	\$104,031.26
	FIXED FEE	10.00%	\$16,464.85
	TOTAL LABOR		\$181,114.00
EXPENSES			
	FINAL DESIGN PHASE		\$55,755.25
	TOTAL EXPENSES		\$55,755.25
	PROPOSED CONTRACT TOTAL		\$236,869.25

NASHUA, NEW HAMPSHIRE
WALNUT OVAL DESIGN - FINAL DESIGN
NHDOT #41586- Fed #X-A004(682)

WALNUT OVAL
NASHUA, NEW HAMPSHIRE

BILLING RATE ESTIMATE

Date: March 5, 2026
Prepared By: SBH
Checked By: JFMS
Consultant: Hoyle, Tanner & Associates, Inc.

Classifications =>		PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	TECHNICAL ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	SENIOR CADD DESIGNER	SENIOR ENVIRONMENTAL COORD.	ENVIRONMENTAL COORD.	PROJECT ASSISTANT	TOTAL
#	Task Descriptions	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
	FINAL DESIGN PHASE (FULL PROJECT)										1,040
F1	Provide Overall Project Management & NHDOT Coordination	2	12	2						6	22
F2	Review/Update as Needed Project Specific Quality Assurance Plan		1							1	2
F3	Coordinate Landscape Subconsultant Services and Incorporate Layout into Plans		6	8			12				26
F4	Incorporate City/NHDOT Comments on Preliminary Design	1	4	12		12	16				45
F5	Perform Final Utility Coordination and Incorporate		6	10			10				26
F6	Coordinate & Incorporate Factory St Sewer Separation		2	4		4	6				16
F7	Prepare Final Roadway Layout	1	4	8	16	40	35				104
F8	Perform Photometric Analysis and Lighting Design		4	8	16	40	24				92
F9	Coordinate Subconsultant Services for Roundabout Review		2	4	6						12
F10	Develop Final BMP Layout and Details		2	8	16		24				50
F11	Prepare Alteration of Terrain Permit	1	8	12	32		8	4	12		77
F12	Develop Final Opinion of Cost		2	4	20	24					50
F13	Attend eleven (11) design meetings with client		22	22							44
F14	Prepare Final Design Plans	1	8	12	60	75	100				256
F15	Prepare Easement Coordinaton Plans		2	8		16					26
F16	Prepare Recordable Easement Plans		1	6			10				17
F17	Prepare Draft Contract Documents and Special Provisions		8	24						18	50
F18	Perform QA/QC and Prepare PPS&E Submittal	12	6	16			12			8	54
F19	Address Comments from City/NHDOT		4	12		16	16				48
F20	Perform QA/QC and Prepare PS&E Submittal	4	3	8			4			4	23
	TOTAL HOURS	22	107	188	166	227	277	4	12	37	1040
	CONTRACT LABOR RATE	\$95.29	\$ 81.30	\$ 65.40	\$ 60.76	\$ 48.59	\$ 42.85	\$ 64.22	\$ 39.51	\$ 40.43	
	CONTRACT LABOR TOTAL	\$2,096.38	\$8,699.10	\$12,295.20	\$10,086.16	\$11,029.93	\$11,869.45	\$256.88	\$474.12	\$1,495.91	\$58,303.13

*See separate sheet for breakdown of expenses

NASHUA, NEW HAMPSHIRE
WALNUT OVAL DESIGN - FINAL DESIGN
NHDOT #41586- Fed #X-A004(682)

HTA
Engineer's Estimate

WALNUT OVAL
NASHUA, NEW HAMPSHIRE

BILLING RATE ESTIMATE

Date: March 5, 2026
Prepared By: SBH
Checked By: JFMS
Consultant: Hoyle, Tanner & Associates, Inc.

Classifications =>		PRINCIPAL IN CHARGE	SENIOR PROJECT MANAGER	TECHNICAL ENGINEER	PROJECT ENGINEER	STAFF ENGINEER	SENIOR CADD DESIGNER	SENIOR ENVIRONMENTAL COORD.	ENVIRONMENTAL COORD.	PROJECT ASSISTANT	TOTAL
#	Task Descriptions	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
	BID SERVICES										35
B1	Develop Bid Form			1						1	2
B2	Prepare for, Conduct, and Prepare Minutes for Pre-Bid		5	3						1	9
B3	Assist City with 4-week bid process and draft addenda		4	8						2	14
B4	Review Bids, Prepare Summary, and Recommend Award		2	6						2	10
	TOTAL HOURS	0	11	18	0	0	0	0	0	6	35
	CONTRACT LABOR RATE	\$95.29	\$ 81.30	\$ 65.40	\$ 60.76	\$ 48.59	\$ 42.85	\$ 64.22	\$ 39.51	\$ 40.43	
	CONTRACT LABOR TOTAL	\$0.00	\$894.30	\$1,177.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$242.58	\$2,314.08

*See separate sheet for breakdown of expenses

NASHUA, NEW HAMPSHIRE

WALNUT OVAL DESIGN - FINAL DESIGN

HTA
Engineer's Estimate

NHDOT #41586- Fed #X-A004(682)
DIRECT AND REIMBURSABLE EXPENSES
FINAL DESIGN PHASE

HOYLE, TANNER & ASSOCIATES, INC.

TOTAL
EXPENSES

MILEAGE							
Meetings/Site Visits in Nashua		40	miles	10	trips	\$0.725	\$290.00
Meetings in Concord		45	miles	2	trips	\$0.725	\$65.25
		0	miles	0	trips	\$0.725	\$0.00
TOLLS		2	each	10	trips	\$1.00	\$20.00
MILEAGE & TOLLS SUBTOTAL							\$375.25
LODGING SUBTOTAL							\$0.00
MEALS							
lunch		0	each	0	persons	\$0.00	\$0.00
dinner		0	each	0	persons	\$0.00	\$0.00
MEALS SUBTOTAL							\$0.00
POSTAGE / COURIER SERVICES							\$25.00
PHOTOCOPYING / REPRODUCTION							
Color Graphics	say	200	sf			\$1.50	\$300.00
Color Copies (11x17)	say	0	each			\$1.30	\$0.00
Color Copies (81/2x11)	say	0	each			\$1.15	\$0.00
B&W half size	say	1800	each			\$0.10	\$180.00
B&W Full Size copies (22x34)	say	450	sheets	3250	SF	\$0.30	\$975.00
PRINTING SUBTOTAL							\$1,455.00
Landscape Design Allowance							\$40,000.00
Surveyor Recordable Plan Allowance							\$5,000.00
Kittleson (Peer Review)							\$8,900.00
							\$0.00
							\$0.00
							\$0.00

TOTAL \$55,755.25



City of Nashua

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

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

April 8, 2026
Memo #26-166

TO: Mayor Donchess
Finance Committee

SUBJECT: Aquatic Invasive Species Control and Management in the amount not to exceed \$161,580
funded from Grant, General Fund and Mine Falls Park Trust Fund/ 54- Property Services

Please see attached communications from Deb Chisholm, Sustainability Manager, dated April 6, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Herbicide treatment to control milfoil & fanwort in the Nahua River, Mill Pond & Nashua Canal and curly leaf pondweed in Sandy Pond
Value: \$161,580
Department: 185 Sustainability
Vendor: Solitude Lake Managment
Fund: Grant, General Fund and Mine Falls Park Trust Fund/54- Property 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.

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Chisholm
D Enwright
T Cummings



City of Nashua

Community Development Division

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

Community Development	589-3095
Planning and Zoning	589-3090
Building Safety	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Conservation Commission	589-3105
Transportation	880-0100
FAX	589-3119

Date: April 6, 2026

To: Amy Girard, Purchasing Manager

From: Deb Chisholm, Sustainability and Waterways Manager

Re: Contract for Aquatic Invasive Species Control and Management

Nuisance aquatic invasive plants are present in multiple Nashua water bodies, most notably the Nashua River upstream of Mine Falls dam, the Mill Pond and Nashua Canal. The City also received several complaints regarding excessive plant growth in Sandy Pond and the Waterways Manager documented that Curly Leaf Pondweed, an aquatic invasive species, was present in this pond. Aquatic invasive weeds, such as milfoil, fanwort, and water chestnut, can make rivers and ponds unsightly, recreation unpleasant, and navigation by boat difficult. Furthermore, excessive growth of vegetation can impair water quality due to reduced dissolved oxygen which can cause fish kills.

The City's Waterways Manager works closely with the State Invasive Species Coordinator at NH DES to monitor the presence and extent of invasive species and update the Long-term Exotic Aquatic Plant Management Plan for our waterways.

The City has been involved in controlling aquatic invasive species since 2011 when action was taken to control Water Chestnut by mechanical harvest. This was very effective at removing Water Chestnut and we now can continue to control Water Chestnut by hand pulling with volunteers. Unfortunately, the decline in Water Chestnut created an opportunity for other invasive species present in the River to take over. The vegetation is now dominated by milfoil and fanwort which cannot be mechanically harvested or hand pulled, leaving herbicide treatment as the only recommended effective management strategy. Herbicide treatments in rivers and ponds are closely regulated and permitted which involves extensive public notice.

Herbicide treatments have been used in the Mill Pond and Nashua Canal every other year to control primarily milfoil and fanwort since 2012. Herbicide treatments cannot eradicate these plants therefore, continued periodic herbicide treatments are necessary to knock back the growth of these invasive species.

For the last several years, herbicide treatments were used annually during the summer to control milfoil and fanwort on 90 acres of the Nashua River upstream of the Mine Falls dam. This resulted in a very noticeable improvement over 2016 conditions and we received multiple messages from constituents reporting they were pleased with this outcome. Herbicide treatments are recommended again this summer to continue reducing the coverage and extent of these invasive species in this section of the Nashua River.

Solitude Lake management is the only company in the region that provides this type of service for this large area, and in accordance with the NH DES invasive species management grant

program, we solicited a proposal directly from them to complete the recommended management actions for the Nashua River, Mill Pond and Canal. The City was awarded a grant from NH DES in the amount of up to \$80,790.

The total cost for this contract is \$161,580 of which up to \$80,790 will be paid by the NH DES grant with remaining cost covered by the Sustainability Department general fund budget for the river, and the Mine Falls Park Trust Fund for the Mill Pond and Canal.

The Sustainability Department recommends awarding the contract for aquatic invasive species control in the Nashua River, Mill Pond and Canal to Solitude Lake Management in the amount of \$161,580.



CONTRACT FOR INDEPENDENT CONTRACTOR

AQUATIC INVASIVE SPECIES CONTROL AND MANAGEMENT IN THE NASHUA RIVER, MILL POND AND CANAL

A CONTRACT BETWEEN

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

SOLITUDE LAKE MANAGEMENT, 1253 JENSEN BEACH, SUITE 103, VIRGINIA BEACH, VA 23451
and its successors, transferees and assignees (together "Independent Contractor")

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

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

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

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

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

Exhibit A--General Conditions for Contracts

Exhibit B-1—Nashua River Scope of Services, Contract Time, Fee Schedule

Exhibit B-2 – Mill Pond and Canal 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, Independent Contractor shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described.

3. PERIOD OF PERFORMANCE. Independent Contractor shall perform and complete all work within the time periods set forth and may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Independent Contractor shall begin performance upon receipt of an Executed Contract and a valid Purchase Order issued from the City of Nashua.

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

One hundred sixty-one thousand five hundred and eighty Dollars (\$161,580)

which, unless otherwise provided in this contract, shall be paid in accordance with the provisions of Exhibits B-1 and B-2 or unless Independent Contractor has received a written exemption from the City of Nashua. Independent Contractor shall submit monthly requests for payment for services performed under this agreement as follows:

Electronically via email to VendorAPInvoices@nashuanh.gov

OR

Paper copies via US Mail to

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

Please do not submit both electronic and paper copies

To facilitate the proper and timely payment of applications, the City of Nashua requires that all 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, Independent Contractor 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 Independent Contractor. The City of Nashua will pay Independent Contractor within **30** days of approval by the City of Nashua of the submitted invoice forms and progress reports. The City of Nashua will make no payments until the invoice forms and progress reports have been submitted and approved.

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

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

CITY OF NASHUA REPRESENTATIVE:

Mayor Jim Donchess
229 Main Street, PO Box 2019
Nashua, NH 03060

With Copy to
Deb Chisholm
Waterways Manager
229 Main Street, PO Box 2019
Nashua, NH 03060

REPRESENTATIVE:

Name:
Solitude Lake Management
Address:

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

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

City of Nashua, NH (signature)

Solitude Lake Management (signature)

James Donchess, Mayor
(Printed Name and Title)

(Printed Name and Title)

Date

Date

EXHIBIT A
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General Terms and Conditions

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

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

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

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

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

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Independent Contractor in the performance of its work under this contract and that such personnel will be available to Independent Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Independent Contractor with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Aldermen and Finance Committee in a timely manner. The City of Nashua and Independent Contractor also agree to attend all meetings called by the City of Nashua or Independent Contractor to discuss the work under the Contract, and that Independent Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.
7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES** Independent Contractor warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Independent Contractor. All future questions Independent Contractor may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Independent Contractor's question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or

discrepancy which has been performed by Independent Contractor prior to having received the City of Nashua's resolution shall be at Independent Contractor's risk and expense. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Independent Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. TERMINATION OF CONTRACT

A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL. The City of Nashua, in its sole discretion, shall have the right to terminate, abandon, or suspend all or part of the project and contract at will. If the City of Nashua chooses to terminate, abandon, or suspend all or part of the project, it shall provide Independent Contractor 10 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, Independent Contractor shall:

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

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

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

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

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Provide the City of Nashua with a list of all unperformed services.

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

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

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

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

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

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

decision of the Board of Aldermen, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Independent Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Independent Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.
11. **INSURANCE** Independent Contractor shall carry and maintain in effect during the performance of services under this contract:
- Comprehensive 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.**
 - Professional Liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate;
 - and, Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000. All contractors and subcontractors at every tier will fully comply with NH RSA Chapter 281-A, "Workers' Compensation."

The above liability requirements can be met with a combination of underlying and umbrella/excess insurance.

Independent Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract 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.** All policies shall contain a waiver of subrogation in favor of the City of Nashua and its officers, directors, employees, volunteers and agents. Independent Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- Independent Contractor shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers.
- Subcontractors are subject to the same insurance requirements as Independent Contractor and it shall be the Contractor's responsibility to ensure compliance.
- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Independent Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- None of the requirements as to types and limits to be maintained by the Independent Contractor are intended to and shall not in any manner, limit or qualify the liabilities and obligations assumed by Independent Contractor under this contract and the Independent Contractor is encouraged to purchase such additional insurance, as it deems necessary.

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

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

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

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

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

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

16. **NONDISCRIMINATION** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Independent Contractor agrees to the following terms. Independent Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for

employment is qualified. Independent Contractor agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

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

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

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

17. **ENDORSEMENT** Independent Contractor shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Independent Contractor or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Independent Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
19. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Independent Contractor related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Aldermen, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
20. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent

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

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

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

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

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

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Independent Contractor shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Independent Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Independent Contractor with a written list of work not completed.

With respect to work listed by the City of Nashua as incomplete, Independent Contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Community Development Division Director or other designated official accepts and approves the notice of completion.

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

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

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

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

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Independent Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Independent Contractor.
28. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.
29. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.
30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Independent Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
31. **CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

EXHIBIT B-1
SCOPE OF SERVICES, CONTRACT TIME, AND FEE SCHEDULE
NASHUA RIVER

Scope of services as provided in SOLitude December 2025 proposal – Schedule A

Task 1: State Permitting:

1. SOLitude staff will be responsible for the following:
 - a. Obtaining Preparing and filing a Special Permit Application around March/April and supporting documentation with the NH Division of Pesticide Control - inclusive of required direct mailing to a maximum of up to 60 abutters and publication of 1 newspaper legal notice.
(Note: any changes to the prior permitting process, requirement for a public hearing, or notification to additional abutters may incur additional charges.)
 - b. Notifying affected abutters of the permit application submission; list of abutters to be provided/updated by Client.
 - c. Publishing a legal notice in a local newspaper about the permit application filing.

Customer Responsibilities:

1. Customer will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.
 - d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.
 - e. Compliance and enforcement of temporary water-use restrictions where applicable.

Task 2.1: Herbicide Treatment (OPTIONAL)*:

1. SOLitude will perform chemical treatment of up to 30 acres with Procellacor EC™ in June and - inclusive of required certified mailings to a maximum of 60 abutters and publication of 2 newspaper legal notices; all labor, chemical & equipment needed for the treatment.

Task 2.2: Sonar Herbicide Treatment #1*:

1. SOLitude will perform chemical treatment of up to 90.5 acres with Sonar One (fluridone) in early-mid July - inclusive of required certified mailings to a maximum of 60 abutters and publication of 2 newspaper legal notices; all labor, chemical & equipment needed for the treatment.

Task 3: Sonar Herbicide Treatment #2*:

1. SOLitude will perform chemical treatment of up to 90.5 acres with Sonar One (fluridone) in late July / early August - inclusive of required certified mailings to a maximum of 60 abutters and publication of 2 newspaper legal notices; all labor, chemical & equipment needed for the treatment.

Task 4: Sonar Herbicide Treatment #3*:

1. SOLitude will perform chemical treatment of up to 90.5 acres with Sonar One (fluridone) in June - inclusive of required certified mailings to a maximum of 60 abutters and publication of 2 newspaper legal notices; all labor, chemical & equipment needed for the treatment.

(*Note for Tasks 2-4): should less acreage require treatment and/or a different herbicide application rate be required, the cost will be adjusted accordingly; please note that less acreage may require higher application rate; notifying additional abutters via certified mail will carry an additional cost per abutter; ~~unless otherwise agreed upon, the client will be responsible for putting up treatment posters (provided by SOLitude) around the treatment area(s) prior to treatment~~

Task 5: ALL Herbicide Residue Testing:

1. SŌLitude will perform herbicide residue testing August/September, assuming 2 sampling rounds and analysis of up to 4 samples total per treatment is required. A grand total of approximately 8 sampling rounds and 16 samples will be taken during the treatment program.

Task 6: Post-Treatment Survey(s):

1. SŌLitude will perform post-treatment surveys in approximately August/October, after the completion of the herbicide treatment(s), to assess the treatment impacts and successes.

Task 7: State Year-End Reporting:

1. An end of the year report will be prepared and provided to the State, as required by the permit.
2. The year-end report is anticipated to be completed and provided in November.

PRICING SCHEDULE

Total Price (maximum): **\$126,570.00** Price is valid for 60 days from the Effective Date. SŌLitude shall invoice the Customer following completion of each Task Service. If the entire contract cannot be signed at this time, please sign the “Task 1: Permit Application Approval” (this will allow SŌLitude to start compiling the permit application to submit to the State as early as possible. The necessity of Task 2 through Task 7 to be determined by NH DES during the growing season. Contract will be re-sent to the customer for signature approval.

Due upon completion of each Task:

Task 1: State Permitting	\$1,610.00	(March/April)
Optional Treatment:		
Task 2.1: Milfoil Herbicide Treatment (max)	\$28,640.00	(June)
Optional Services:		
Task 2.2: Sonar Herbicide Treatment #1 (max)	\$29,370.00	(June)
Task 3: Sonar Herbicide Treatment #2 (max)	\$28,970.00	(July)
Task 4: Sonar Herbicide Treatment #3 (max)	\$28,970.00	(July/August)
Task 5: ALL Residue Sampling (max)	\$6,960.00	(August/September)

● The number and frequency of post-treatment herbicide residue samples is determined by the NH DPC following approval of the NH DES final treatment map. SŌLitude is only responsible for coordination of sample collection and has no influence on the number of samples required by the Special Permit. Should additional sampling be necessary, there will be additional charges of \$180.00-\$300.00/sample analyzed and \$450.00-\$500.00 per sample collection round.)

Task 6: Post-Treatment Surveys	\$1,050.00	(August/October)
Task 7: State Reporting	\$1,000.00	(November)

2026 NASHUA RIVER TREATMENT AREA

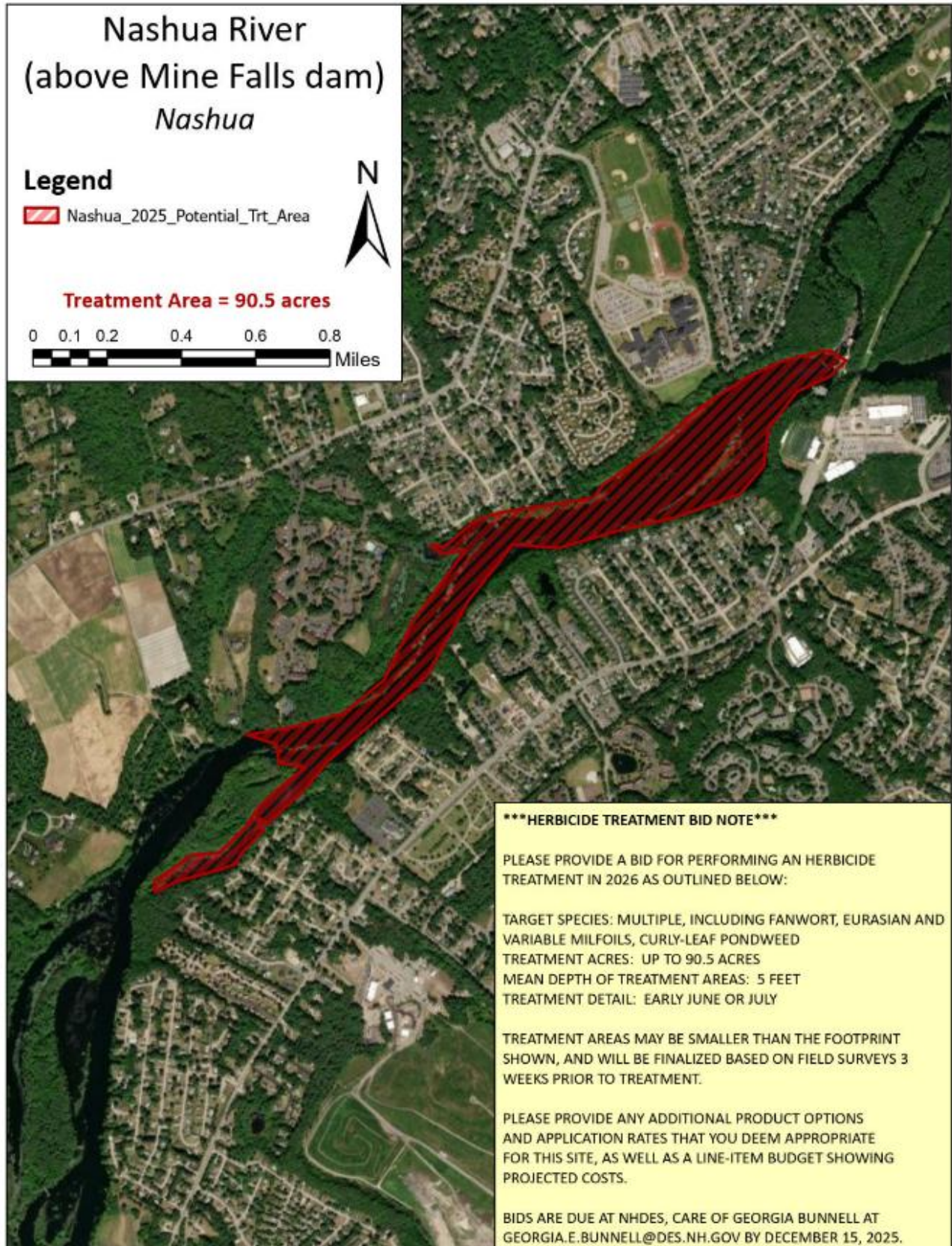


EXHIBIT B-2
SCOPE OF SERVICES, CONTRACT TIME, AND FEE SCHEDULE
MILL POND AND CANAL

Scope of services as provided in SOLitude December 2025 proposal – Schedule A

Task 1: State Permitting:

1. SÖLitude staff will be responsible for the following:

a. Obtaining Preparing and filing a Special Permit Application around March/April and supporting documentation with the NH Division of Pesticide Control - inclusive of required direct mailing to a maximum of up to 10 abutters and publication of 1 newspaper legal notice.

(Note: any changes to the prior permitting process, requirement for a public hearing, or notification to additional abutters may incur additional charges.)

b. Notifying affected abutters of the permit application submission; list of abutters to be provided/updated by Client.

c. Publishing a legal notice in a local newspaper about the permit application filing.

Customer Responsibilities:

1. Customer will be responsible for the following:

a. Providing information required for the permit application process upon request.

b. Providing Certified Abutters List for abutter notification where required.

c. Perform any public filings or recordings with any agency or commission associated with the permitting process, if required.

d. Compliance with any Order of Conditions or other special requirements or conditions required by the local municipality.

e. Compliance and enforcement of temporary water-use restrictions where applicable.

Task 2: Procellacor Herbicide Treatment:

1. SÖLitude will perform chemical treatment of up to 20.7 acres with Procellacor EC™ in June - inclusive of required certified mailings to a maximum of 10 abutters and publication of 2 newspaper legal notices; all labor, chemical & equipment needed for the treatment.

(Note: should less acreage require treatment and/or a different herbicide application rate be required, the cost will be adjusted accordingly; please note that less acreage may require higher application rate; notifying additional abutters via certified mail will carry an additional cost per abutter; unless otherwise agreed upon, the client will be responsible for putting up treatment posters (provided by SÖLitude) around the treatment area(s) prior to treatment)

Task 3: Herbicide Residue Testing #1:

1. SÖLitude will perform herbicide residue testing June-July, assuming 2 sampling rounds and analysis of up to 4 samples total is required.

Task 4: Flumioxazin Herbicide Treatment:

1. SÖLitude will perform chemical treatment of up to 20.7 acres with Flumioxazin in July - inclusive of required certified mailings to a maximum of 10 abutters and publication of 2 newspaper legal notices; all labor, chemical & equipment needed for the treatment.

(Note: should less acreage require treatment and/or a different herbicide application rate be required, the cost will be adjusted accordingly; please note that less acreage may require higher application rate; notifying additional abutters via certified mail will carry an additional cost per abutter; ~~unless otherwise agreed upon, the client will be responsible for putting up treatment posters (provided by SÖLitude) around the treatment area(s) prior to treatment~~)

Task 5: Herbicide Residue Testing #2:

1. SŌLitude will perform herbicide residue testing July-August, assuming 2 sampling rounds and analysis of up to 4 samples total is required.

Task 6: Post-Treatment Survey:

1. SŌLitude will perform a post-treatment survey in approximately August/October, after the completion of the herbicide treatment(s), to assess the treatment impacts and successes.

Task 7: State Year-End Reporting:

1. An end of the year report will be prepared and provided to the State, as required by the permit.
2. The year-end report is anticipated to be completed and provided in November.

PRICING SCHEDULE

Total Price (maximum): **\$35,010.00** Price is valid for 60 days from the Effective Date. SŌLitude shall invoice the Customer following completion of each Task Service. If the entire contract cannot be signed at this time, please sign the “Task 1: Permit Application Approval” (this will allow SŌLitude to start compiling the permit application to submit to the State as early as possible. The necessity of Task 2 through Task 7 to be determined by NH DES during the growing season. Contract will be re-sent to the customer for signature approval.

Due upon completion of each Task:

Task 1: State Permitting	\$1,390.00	(March/April)
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Optional Services:

Task 2: Procellacor Herbicide Treatment (max)	\$18,090.00	(June)
Task 3: Residue Sampling (max)	\$2,100.00	(June/July)

● The number and frequency of post-treatment herbicide residue samples is determined by the NH DPC following approval of the NH DES final treatment map. SŌLitude is only responsible for coordination of sample collection and has no influence on the number of samples required by the Special Permit. Should additional sampling be necessary, there will be additional charges of \$300.00/sample analyzed and \$450.00-\$500.00 per sample collection round.)

Task 4: Flumioxazin Herbicide Treatment (max)	\$9,130.00	(July)
Task 5: Residue Sampling (max)	\$2,300.00	(July/August)

● The number and frequency of post-treatment herbicide residue samples is determined by the NH DPC following approval of the NH DES final treatment map. SŌLitude is only responsible for coordination of sample collection and has no influence on the number of samples required by the Special Permit. Should additional sampling be necessary, there will be additional charges of \$350.00/sample analyzed and \$450.00-\$500.00 per sample collection round.)

Task 6: Post-Treatment Survey	\$1,000.00	(August/October)
Task 7: State Reporting	\$1,000.00	(November)

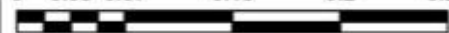
Nashua Mine Falls Park Pond and Canal *Nashua*

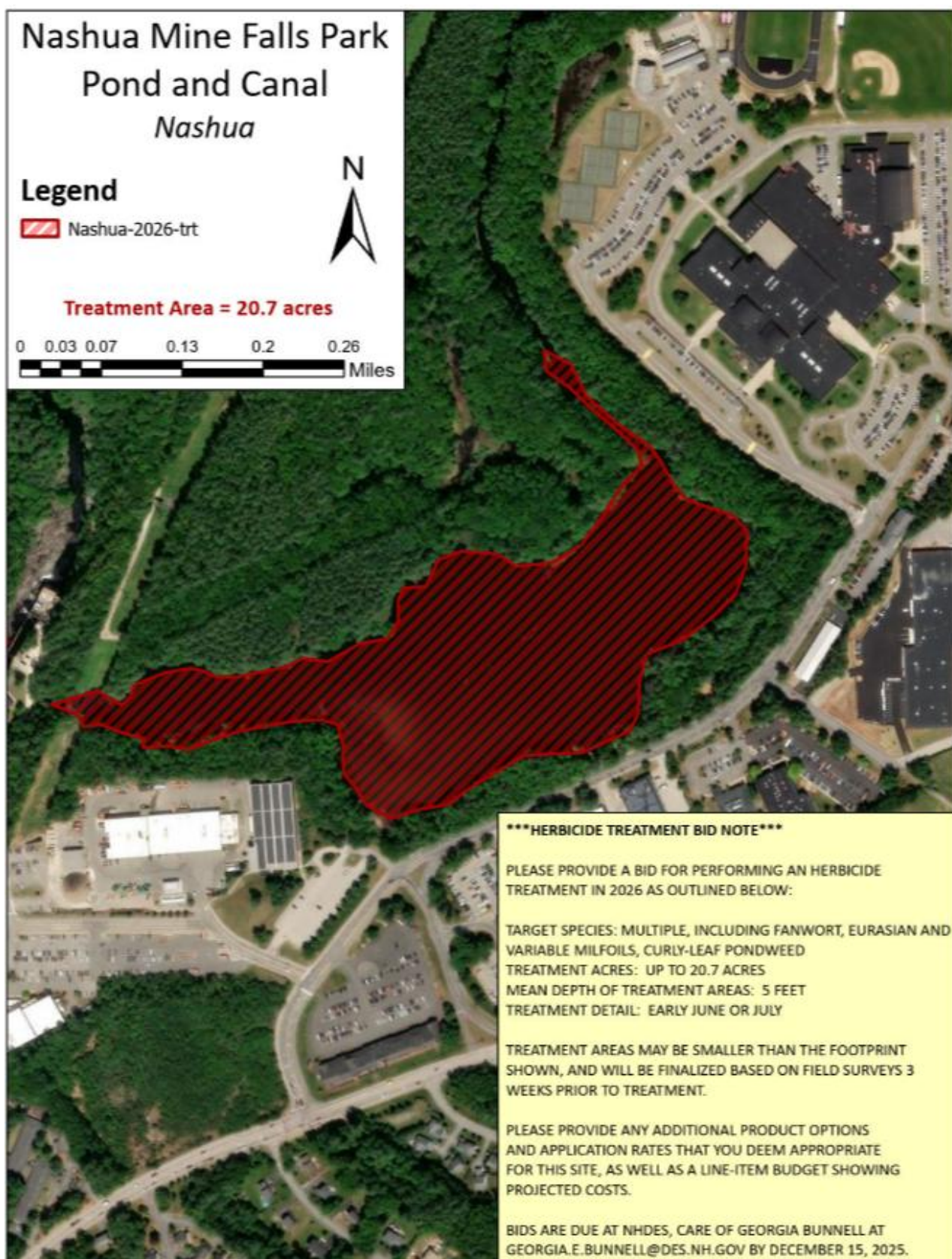
Legend

 Nashua-2026-trt



Treatment Area = 20.7 acres

0 0.03 0.07 0.13 0.2 0.26
 Miles



HERBICIDE TREATMENT BID NOTE

PLEASE PROVIDE A BID FOR PERFORMING AN HERBICIDE TREATMENT IN 2026 AS OUTLINED BELOW:

TARGET SPECIES: MULTIPLE, INCLUDING FANWORT, EURASIAN AND VARIABLE MILFOILS, CURLY-LEAF PONDWEED

TREATMENT ACRES: UP TO 20.7 ACRES

MEAN DEPTH OF TREATMENT AREAS: 5 FEET

TREATMENT DETAIL: EARLY JUNE OR JULY

TREATMENT AREAS MAY BE SMALLER THAN THE FOOTPRINT SHOWN, AND WILL BE FINALIZED BASED ON FIELD SURVEYS 3 WEEKS PRIOR TO TREATMENT.

PLEASE PROVIDE ANY ADDITIONAL PRODUCT OPTIONS AND APPLICATION RATES THAT YOU DEEM APPROPRIATE FOR THIS SITE, AS WELL AS A LINE-ITEM BUDGET SHOWING PROJECTED COSTS.

BIDS ARE DUE AT NHDES, CARE OF GEORGIA BUNNELL AT GEORGIA.E.BUNNELL@DES.NH.GOV BY DECEMBER 15, 2025.

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: March 31, 2026
Re: Emergency PO – Phase IV, Stage I Landfill Expansion

Pursuant to §5-90 (G) The Mayor may determine that an immediate contract award is necessary to protect the public health or safety or to avoid substantial financial loss to the City and the circumstances do not permit the convening of a special meeting of the Finance Committee or the Board of Alderman in time to deal with the emergency.

During the Landfill Phase IV construction an issue arose requiring immediate attention. While installing a culvert across the main haul road, it was discovered that the main gas header was not located as initially thought, and is at shallower depth than anticipated. In order to meet the permitted drainage requirement, the gas header will have to be excavated, adjusted and reinstalled. This work is estimated to uncover approximately 200-300 feet of the existing header, reconfiguring it, and replace sections as necessary.

The landfill currently has Charter Contractor Company under contract for the Phase IV construction. By authorizing this emergency, the City of Nashua will avoid multiple mobilizations and allow the order of materials to maintain the project schedule for Phase IV operations.

Item: Change Order #4 to modify the existing gas header to meet the permitted drainage requirements
Value: \$104,618.66
Value to Date: \$7,836,482.38
Vendor: Charter Contracting Company

Thank you.

CHANGE ORDER

No. 4

PROJECT: PHASE IV, STAGE I LANDFILL EXPANSION

EXECUTED CONTRACT DATE: October 24, 2024

DATE OF ISSUANCE: _____ EFFECTIVE DATE: Upon City Approval

OWNER: City of Nashua, NH

OWNER's Purchase Order NO.: 191405

CONTRACTOR: CHARTER CONTRACTING COMPANY

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

Description:

This change order covers additional work needed to address field conditions encountered during installation of culverts C-1 and C-3. For Culvert C-1, the work includes modifying the existing gas header to allow the culvert to be installed as designed, including excavation, installation of new piping and fittings, coordination of gas system work, and associated backfilling and restoration. For Culvert C-3, the work includes removing and reinstalling an existing culvert pipe that was originally planned to be abandoned, along with installing additional pipe and constructing a riprap-lined swale to maintain proper drainage. All work will be completed in accordance with the attached plans and specifications.

We are also extending contract completion times due to delays associated with NHDES review.

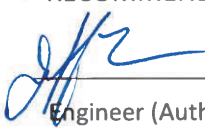
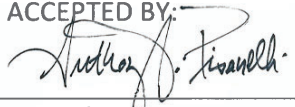
Justification:

During construction of the Phase IV landfill, an unforeseen condition was encountered during installation of a culvert across the main haul road. The existing gas header was found to be at a shallower depth and different location than indicated on the plans, requiring it to be excavated, adjusted, and reinstalled to meet permitted drainage requirements. This must be addressed to maintain safe operations and keep the project on schedule. Due to the urgency of the work and the need to avoid additional mobilization costs and delays, this change order is being processed as an emergency so the work can proceed without interruption.

Attachments: Charter Contracting Change Order Request dated March 31 2026.

CHANGE ORDER Summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>6,788,865.00</u>	Original Contract Times: Substantial Completion: <u>November 11, 2025</u> Ready for Final Payment: <u>December 1, 2025</u>
Net Changes from previously approved Change Orders \$ <u>1,047,617.38</u>	Net Changes from previously approved Change Orders Substantial Completion: <u>109 days</u> Ready for Final Payment: <u>150 days</u>
Contract Price prior to this Change Order: \$ <u>7,836,482.38</u>	Contract Times prior to this Change Order: Substantial Completion: <u>February 28, 2026</u> Ready for Final Payment: <u>April 30, 2026</u>
Increase (Decrease) of this Change Order: \$ <u>104,618.66</u>	Increase (Decrease) of this Change Order: Substantial Completion: <u>92 days</u> Ready for Final Payment: <u>61 days</u>
Contract Price with all approved Change Orders: \$ <u>7,941,101.04</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>May 31, 2026</u> Ready for Final Payment: <u>June 30, 2026</u>

RECOMMENDED BY: By:  _____ Engineer (Authorized Signature) Name: <u>Jeff Lafleur</u> Title: <u>Superintendent Solid Waste</u> Date: <u>March 31, 2026</u>	ACCEPTED BY: By:  _____ Owner (Authorized Signature) Name: <u>James W. Donchess</u> Title: <u>Mayor</u> Date: <u>3/31/2026</u>	ACCEPTED BY: By:  _____ Charter Contracting (Authorized Signature) Name: <u>Anthony J. Pisanelli</u> Title: <u>Senior Vice President</u> Date: <u>March 31, 2026</u>
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Change Order Request Form

Date: 3/31/2026

Client: City of Nashua, NH

Change Order Request #: 4

Engineer: Sanborn Head & Associates

Project Title: Nashua Four Hills Landfill Phase IV Stage I Landfill Expansion

Description of Change:

During the installation of culvert C-1, there was a conflict with an existing gas header pipe that will now require the gas header pipe to be modified to allow for Culvert C-1 to be installed as designed.

The City of Nashua has requested that Charter provide a cost to modify the gas header as shown in the following plan. The work will include the following:

- Coordinate with the City of Nashua to shut down the gas plant for the period of time required to perform the permanent gas header pipe modifications. Charter will work to minimize this amount of time.
- Furnish and install 12" HDPE pipe that extends from the existing gas header to the new gas header detail that allows for the header to go around culvert C-1 as shown in the attached drawing. This will require Charter to excavate the location for pipe to be installed and excavate to expose the existing gas header at two locations.
- Furnish and install the gas header modification that allows the header to go around culvert C-1 including the 12" header pipe, the 8" x 12" dual walled HDPE pipe, and two cleanouts with blind flanges.
 - The installation of this will require the upgradient side to be slightly higher than the downgradient side as shown in the detail.
 - Charter has assumed one laborer to act as a full time flagger since a portion of the landfill access road will be closed.
- Furnish and install drainage sand underneath the new gas header to prevent future settlement of the gas header. Charter has assumed that the gas header is approximately 5-6 feet deep and will require 6-inches of drainage sand underneath it.
- Once the gas header modifications are in place, coordinate the gas plant shut down. Tie in gas header modification to the existing gas header pipe using two 12" electrofusion couplings.
- Furnish and install new 2" HDPE air line at the location on the plans.
- Survey the location of the newly installed gas header and newly installed air line.



- Once culvert C-1 is installed, furnish and install sand backfill over the top of the new gas header to act as a warning layer. Install conductive warning tape over the gas line.
- Backfill over the top of the sand to existing grade using previously excavated material. Any road areas to be compacted using vibratory drum roller.

In addition to the gas header modifications, during the installation of culvert C-3, there was a conflict with an existing reinforced concrete culvert pipe that was meant to be abandoned. Instead of abandoning the culvert, The City of Nashua elected to keep the culvert to prevent potential issues with a transducer that exists at the upstream end of the culvert.

Instead of removing the culvert pipe during excavation work, the culvert pipe will be carefully exposed so that sections can be taken apart intact to be reinstalled once culvert C-3 is installed. The costs to remove and plug both ends of the culvert have been deducted from this change request. Once culvert C-3 is installed, Charter will reinstall the sections of RCP that were removed, install an additional section of corrugated plastic pipe (CPP) to extend the culvert beyond the culvert C-3 location, and install a riprap lined earthen swale to convey water from the outlet of the RCP to the gabion lined downchute installed downstream of culvert C-3. The CPP will be mortared to the RCP where they overlap. The location of the culvert and swale will be surveyed by Charter and provided to the City of Nashua once complete.

Rate/Pricing:

Charter is proposing a lump sum cost to perform the gas header modifications as described above and a lump sum cost for removal and reinstallation of the RCP and swale as described above.

Item No.	Change Order Description	Qty	Unit	Unit Rate	Total Price
1	Gas Header Pipe Modifications	1	LS	\$89,945.97	\$89,945.97
2	Remove and Reinstall RCP and Swale	1	LS	\$14,672.69	\$14,672.69
TOTAL					\$104,618.66



IMPROVING ENVIRONMENTS ON LAND AND WATER

Approvals:
Charter Contracting Company:

A handwritten signature in black ink that reads 'Maxwell Sherman'.

Signature

Date: 3/31/2026

Nashua Phase IV Stage I Landfill Expansion
Extra work Calculation Sheet
CO #4A Gas Header Pipe Modifications

LABOR			
LABOR CLASS	HRS	RATE	AMOUNT
Preassemble Gas Header Modification to go Around Culvert C-1			
Superintendent	24	\$ 156.00	\$ 3,744.00
Safety Manager	0	\$ 171.00	-
Project Engineer	24	\$ 104.50	\$ 2,508.00
Labor Foreman	24	\$ 124.75	\$ 2,994.00
Operator	32	\$ 114.25	\$ 3,656.00
Laborer	24	\$ 73.50	\$ 1,764.00
Excavate and Install New Gas Header and Air Line			
Superintendent	32	\$ 156.00	\$ 4,992.00
Safety Manager	0	\$ 171.00	-
Project Engineer	32	\$ 104.50	\$ 3,344.00
Labor Foreman	32	\$ 124.75	\$ 3,992.00
Operator	48	\$ 114.25	\$ 5,484.00
Laborer	64	\$ 73.50	\$ 4,704.00
Backfill Over New Gas Header			
Superintendent	8	\$ 156.00	\$ 1,248.00
Safety Manager	0	\$ 171.00	-
Project Engineer	0	\$ 104.50	-
Labor Foreman	8	\$ 124.75	\$ 998.00
Operator	16	\$ 114.25	\$ 1,828.00
Laborer	16	\$ 73.50	\$ 1,176.00
			\$ -
TOTAL DIRECT LABOR			\$ 42,432.00

[illegible]

NOTES:

Contractor fee is only on Material and Subcontractor costs

MATERIALS / RENTALS				
DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
Drainage Sand	64	TON	\$ 21.00	\$ 1,344.00
12" HDPE 45 degree elbows	4	EA	\$ 192.50	\$ 770.00
12" HDPE 22-degree elbows	2	EA	\$ 165.46	\$ 330.92
12" x 12" x 12" HDPE Tees	4	EA	\$ 372.07	\$ 1,488.28
12" Blind Flange including flange, flange adapter, backup ring, bolt pack, and gasket	2	EA	\$ 352.66	\$ 705.32
8 x 12" Dual Containment End Termination	2	EA	\$ 298.84	\$ 597.68
8 x 12" Reducer	2	EA	\$ 137.22	\$ 274.44
8x 12" Dual Containment Pipe	40	LF	\$ 35.73	\$ 1,429.20
8 x 12" Dual Containment 90 degree elbows	2	EA	\$ 853.87	\$ 1,707.74
12" SDR17 HDPE Pipe	80	LF	\$ 17.40	\$ 1,392.00
12" Electrofusion Couplings	6	EA	\$ 293.31	\$ 1,759.86
2" Electrofusion Couplings	4	EA	\$ 9.32	\$ 37.28
2" HDPE Pipe	60	LF	\$ 0.90	\$ 54.00
2" HDPE 45 degree couplings	4	EA	\$ 7.86	\$ 31.44
HDPE Pipe and Fittings Freight	1	EA	\$ 2,400.00	\$ 2,400.00
2-Inch Thick Closed Cell Rigid Foam Insulation (4' x 8' board	4	EA	\$ 59.97	\$ 239.88
Conductive Warning Tape	1	ROLL	\$ 25.00	\$ 25.00
				\$ -
				\$ -
				\$ -
SUBTOTAL				\$ 14,587.04
SALES TAX @ 0.00%				\$ -
TOTAL MATERIAL COSTS				\$ 14,587.04

SUBCONTRACTOR ITEMS				
DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
Fusion Machine Mobilization	2	EA	\$ 1,250.00	\$ 2,500.00
Fusion Machine Rental	6	DAY	\$ 410.00	\$ 2,460.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL SUBCONTRACTORS COSTS				\$ 4,960.00

EQUIPMENT			
DESCRIPTION	TOTAL HOURS	RATE	AMOUNT
Preassemble Gas Header Modification to go Around Culvert C-1			
Komatsu PC238 Excavator (or equivalent)	24	\$ 144.40	\$ 3,465.60
Komatsu WA380 Loader (or equivalent)	8	\$ 116.57	\$ 932.56
Excavate and Install New Gas Header and Air Line			
Komatsu PC238 Excavator (or equivalent)	32	\$ 144.40	\$ 4,620.80
Komatsu WA380 Loader (or equivalent)	16	\$ 116.57	\$ 1,865.12
Komatsu HM300 (or equivalent)	32	\$ 264.07	\$ 8,450.24
Backfill Over New Gas Header			
Komatsu PC238 Excavator (or equivalent)	8	\$ 144.40	\$ 1,155.20
Komatsu WA380 Loader (or equivalent)	8	\$ 116.57	\$ 932.56
Komatsu HM300 (or equivalent)	8	\$ 264.07	\$ 2,112.56
Vibratory Drum roller	8	\$ 76.21	\$ 609.68
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL EQUIPMENT COSTS			\$ 24,144.32

TOTALS	
TOTAL LABOR COSTS	\$ 42,432.00
TOTAL MATERIAL COSTS	\$ 14,587.04
TOTAL EQUIPMENT COSTS	\$ 24,144.32
TOTAL SUBCONTRACTOR COSTS	\$ 4,960.00
CONTRACTOR FEE (15% ON MATERIAL AND SUBCONTRACTORS)	\$ 2,932.06
SUBTOTAL OF ALL COSTS	\$ 89,055.42
BOND (1%)	\$ 890.55
TOTAL AMOUNT	\$ 89,945.97

**Nashua Phase IV Stage I Landfill Expansion
Extra work Calculation Sheet
CO #4B Remove and Reinstall RCP and Swale**

LABOR			
LABOR CLASS	HRS	RATE	AMOUNT
Remove and Plug Both Ends of Culvert (DEDUCT)			
Superintendent	0	\$ 156.00	\$ -
Safety Manager	0	\$ 171.00	\$ -
Project Engineer	0	\$ 104.50	\$ -
Labor Foreman	-8	\$ 124.75	\$ (998.00)
Operator	-8	\$ 114.25	\$ (914.00)
Laborer	-8	\$ 73.50	\$ (588.00)
Remove and Reinstall RCP & Swale			
Superintendent	16	\$ 156.00	\$ 2,496.00
Safety Manager	0	\$ 171.00	\$ -
Project Engineer	16	\$ 104.50	\$ 1,672.00
Labor Foreman	16	\$ 124.75	\$ 1,996.00
Operator	24	\$ 114.25	\$ 2,742.00
Laborer	48	\$ 73.50	\$ 3,528.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL DIRECT LABOR			\$ 9,934.00

[illegible]

NOTES:
Contractor fee is only on Material and Subcontractor costs

MATERIALS / RENTALS				
DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
10 oz. non woven geotextile for Swale	100	SY	\$ 1.340	\$ 134.00
Riprap	32	TON	\$ 22.50	\$ 720.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
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				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
SUBTOTAL				\$ 854.00
SALES TAX @ 0.00%				\$ -
TOTAL MATERIAL COSTS				\$ 854.00

SUBCONTRACTOR ITEMS				
DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTAL SUBCONTRACTORS COSTS				\$ -

EQUIPMENT			
DESCRIPTION	TOTAL HOURS	RATE	AMOUNT
Remove and Plug Both Ends of Culvert (DEDUCT)			
Komatsu PC360 Excavator (or equivalent)	-8	\$ 202.81	\$ (1,622.48)
Remove and Reinstall RCP & Swale			
Komatsu PC360 Excavator (or equivalent)	16	\$ 202.81	\$ 3,244.96
Komatsu WA380 Loader (or equivalent)	8	\$ 116.57	\$ 932.56
Komatsu HM300 (or equivalent)	4	\$ 264.07	\$ 1,056.28
			\$ -
			\$ -
			\$ -
			\$ -
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			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL EQUIPMENT COSTS			\$ 3,611.32

TOTALS	
TOTAL LABOR COSTS	\$ 9,934.00
TOTAL MATERIAL COSTS	\$ 854.00
TOTAL EQUIPMENT COSTS	\$ 3,611.32
TOTAL SUBCONTRACTOR COSTS	\$ -
CONTRACTOR FEE (15% ON MATERIAL AND SUBCONTRACTORS)	\$ 128.10
SUBTOTAL OF ALL COSTS	\$ 14,527.42
BOND (1%)	\$ 145.27
TOTAL AMOUNT	\$ 14,672.69

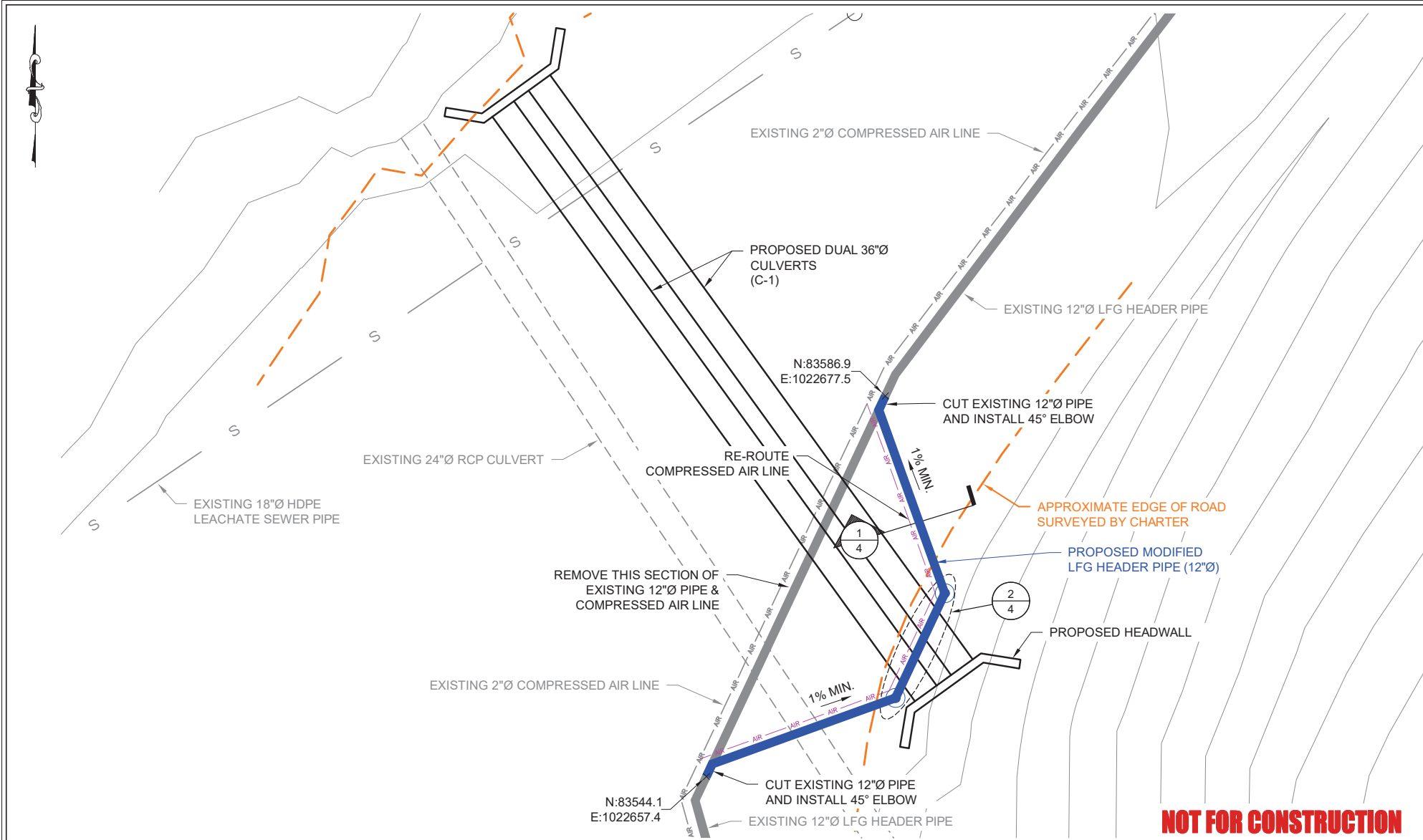


DRAFT

DRAWN BY: R. CLAY
DESIGNED BY: R. CLAY
REVIEWED BY: E. STEINHAUSER
PROJECT MGR: R. CLAY
PIC: E. STEINHAUSER
DATE: MARCH 2026

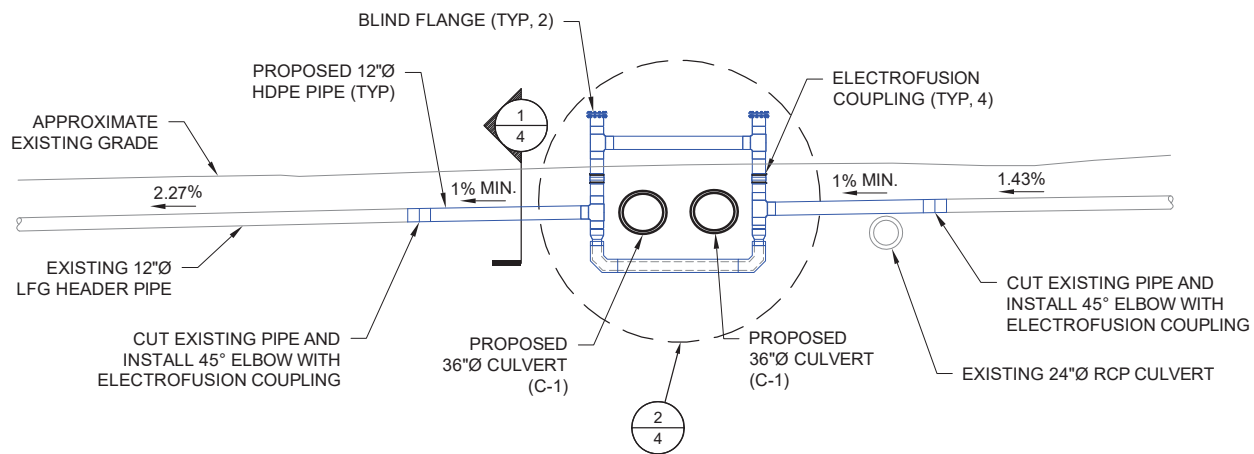
EXISTING CONDITIONS PLAN

SHEET NUMBER:
1 OF 4



NOT FOR CONSTRUCTION

		DRAFT	<table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	NO.	DATE	DESCRIPTION	BY																	DRAWN BY: R. CLAY DESIGNED BY: R. CLAY REVIEWED BY: E. STEINHAUSER PROJECT MGR: R. CLAY PIC: E. STEINHAUSER DATE: MARCH 2026	LFG HEADER MODIFICATION FOUR HILLS LANDFILL NASHUA, NEW HAMPSHIRE	PROJECT NUMBER: 3066.100
				NO.	DATE	DESCRIPTION	BY																			
LFG HEADER MODIFICATION PLAN		SHEET NUMBER: 2 OF 4																								



MODIFIED LFG HEADER SECTION VIEW

NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION	BY

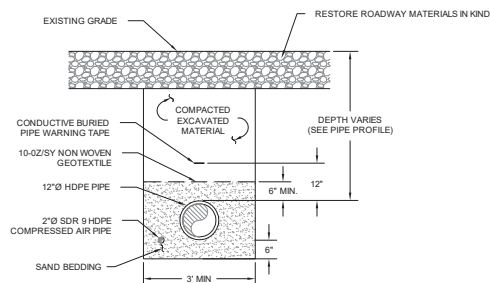
DRAWN BY: R. CLAY
DESIGNED BY: R. CLAY
REVIEWED BY: E. STEINHAUSER
PROJECT MGR: R. CLAY
PIC: E. STEINHAUSER
DATE: MARCH 2026

LFG HEADER MODIFICATION
FOUR HILLS LANDFILL
NASHUA, NEW HAMPSHIRE

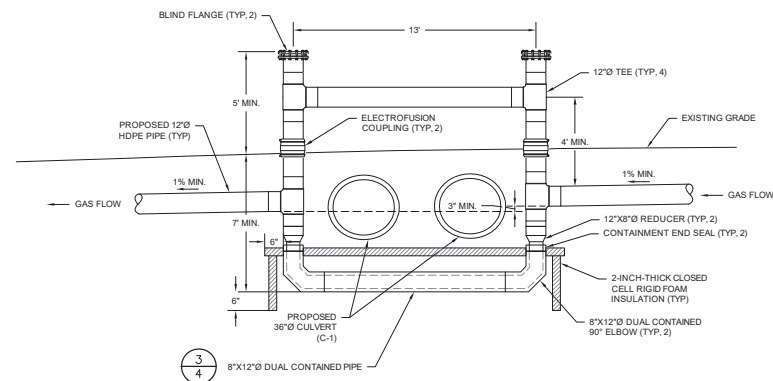
LFG HEADER PROFILE

PROJECT NUMBER:
3066.100

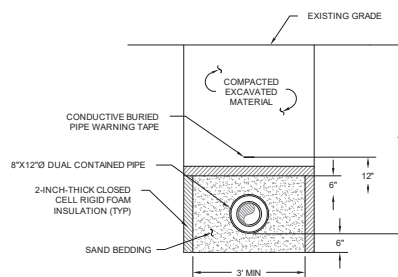
SHEET NUMBER:
3 OF 4



1 LFG PIPE TRENCH
NOT TO SCALE



SPLIT-PIPE CROSSING



3 INSULATION FOR DUAL CONTAINMENT PIPE

NOT FOR CONSTRUCTION