

7:00 PM

Aldermanic Chamber

1. ROLL CALL
2. PUBLIC COMMENT
3. COMMUNICATIONS

From: Amy Girard, Purchasing Manager

Re: Brush Grinding in the amount not to exceed \$35,000 funded from Solid Waste Fund/ 55-Other Services

From: Amy Girard, Purchasing Manager

Re: Wastewater Thickening Room Drain Replacement in the amount not to exceed \$151,918.62 funded from Wastewater Fund/81- Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager

Re: Ammonia Sampling and Program Assistance in the amount not to exceed \$107,991.57 funded from Wastewater Fund/ 53- Professional & Technical Services

From: Amy Girard, Purchasing Manager

Re: Wastewater Chemical: Sodium Hypochlorite in the amount not to exceed \$300,000 funded from Wastewater Fund/ 61- Supplies & Materials

From: Amy Girard, Purchasing Manager

Re: Wastewater Chemical: Sodium Bisulfite in the amount not to exceed \$88,000 funded from Wastewater Fund/ 61- Supplies & Materials

From: Amy Girard, Purchasing Manager

Re: Extended outdoor dining barriers in the amount not to exceed \$26,000 funded from General Fund/ 55-Other Services

From: Amy Girard, Purchasing Manager

Re: Land Use Code Amendment #1 in the amount not to exceed \$90,900 funded from Housing Opportunity Planning Grant/ 53- Professional & Technical Services

From: Amy Girard, Purchasing Manager

Re: Implementation of wayfinding and façade improvements for the parking garages in the amount not to exceed \$944,035 funded from Bond/ 53- Professional & Technical Services

4. NEW BUSINESS – RESOLUTIONS

R-26-022

Endorsers: Mayor Jim Donchess
Alderman Patricia Klee
Alderman Vengerflutta Smith
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman-at-Large Amber Morgan
Alderman Thomas Lopez
Alderman-at-Large Lori Wilshire

AUTHORIZING THE CITY TO ENTER INTO A LICENSE AGREEMENT WITH THE STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES FOR AN AIR MONITORING STATION AT 57 GILSON ROAD

R-26-026

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

**AUTHORIZING THE FILING OF APPLICATIONS AND EXECUTION OF GRANT AGREEMENTS WITH THE
U.S. DEPARTMENT OF TRANSPORTATION FOR GRANTS UNDER THE URBAN MASS TRANSPORTATION
ACT OF 1964, AS AMENDED, FOR FISCAL YEARS 2027 AND 2028**

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 27, 2026
Memo #26-167

TO: Mayor Donchess
Finance Committee

SUBJECT: Brush Grinding in the amount not to exceed \$35,000 funded from Solid Waste Fund/ 55-Other Services

Please see attached communications from Jeff Lafleur, Superintendent of Solid Waste, dated April 21, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Brush grinding of the residential brush pile at the landfill
Value: \$35,000
Department: 168 Solid Waste
Vendor: Greg Balcom Landscaping
Fund: Solid Waste Fund/55-Other Services

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

A competitive bid, IFB0209041026 was issued, and the following bids were received:

Vendor	Location	Amount
Greg Balcom Landscaping	Milford, NH	\$35,000
Kirk Trucking	Hopkinton, NH	\$63,900

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

Regards,

Amy Girard
Purchasing Manager

Cc: J Lafleur
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 21, 2026

From: Jeff Lafleur, Superintendent, Solid Waste Department

Re: Brush Grinding at the Landfill

A. Motion: To approve the contract with Greg Balcom Landscaping of Milford, New Hampshire in the amount not to exceed \$35,000 to provide brush grinding at the Four Hills Landfill. Funding will be through Department 168 Solid Waste; Fund: Solid Waste; Account Classification: 55 Other Services.

Discussion: The Solid Waste Department went out to bid for brush grinding of the residential brush pile at the Four Hills Landfill. Four bidders were solicited and only two responded Balcom came back with low bid and are more than qualify to do the job. It is recommended that the contract be awarded to Greg Balcom Lanscaping.

Greg Balcom Lanscaping	Milford, NH	\$35,000
Kirk Trucking	Hopkinton, NH	\$65,000
Burl Landclearing	Hopkinton, NH	No Bid
M-R Wood Recycling	Derry, NH	No Bid



CONTRACT FOR INDEPENDENT CONTRACTOR

Landfill Brush Grinding

A CONTRACT BETWEEN

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

AND

GREG BALCOM LANDSCAPING

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

(Name and Title of Independent Contractor)

468 Route 13 South, Milford, NH 03055

(Address of Independent Contractor)

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

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

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

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

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

Exhibit A – General Conditions for Contracts; and

Exhibit B – Bid Schedule for IFB0209-041026

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

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

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

Description of Work:

Grinding of the existing brush pile located at the landfill facility. All work shall be performed in accordance with applicable regulations and in a manner that ensures safe and efficient operations at the landfill.

3. Period of Performance. Independent Contractor shall perform and complete all work by **November 1, 2026**. Time period shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Independent Contractor shall begin performance upon receipt of an Executed Contract and a valid Purchase Order issued from the City of Nashua.

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

THIRTY-FIVE THOUSAND DOLLARS

(\$35,000.00)

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

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

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to: **City of Nashua, City Hall
Accounts Payable
229 Main Street
Nashua, NH 03060**

Please do not submit invoices both electronically and paper copy.

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

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

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

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

<u>City of Nashua Representative:</u>	<u>Independent Contractor Representative:</u>
Jeff Lafleur, Superintendent of Solid Waste	Greg A. Balcom, Owner
Division of Public Works	Greg Balcom Landscaping
Solid Waste Department	468 Route 13 South
848 West Hollis Street	Milford, NH 03055
Nashua, NH 03062	Email: info@gregbalcomlandscaping.com
Email: lafleurj@nashuanh.gov	

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)

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

Date



Greg Balcom Landscaping (signature)

Greg Balcom
(Printed Name and Title)

4/16/20
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, "Independent Contractor", and its successors, transferees and assignees (together "Independent Contractor") includes any of the Independent Contractor's consultants, sub consultants, contractors, and subcontractors
2. **Independent Contractor Status.** The parties agree that Independent Contractor shall have the status of and shall perform all work under this contract as an Independent Contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Independent Contractor, and nothing in this contract shall create any contractual relationship between the City of Nashua and Independent Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Independent Contractor is not a City of Nashua employee and that there shall be no:
 - (1) Withholding of income taxes by the City of Nashua;
 - (2) Industrial insurance coverage provided by the City of Nashua;
 - (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
 - (4) Participation or contributions by either the Independent Contractor or the City of Nashua to the public employee's retirement system;
 - (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
 - (6) Unemployment compensation coverage provided by the City of Nashua.
3. **Standard of Care.** Independent Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Independent Contractor warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Independent Contractor to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Independent Contractor shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Independent Contractor's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any products or services furnished or used by Independent Contractor shall not in any way relieve Independent Contractor of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of Independent Contractor's work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and Independent Contractor shall be and remain liable in accordance with the terms of the contract and applicable law.

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

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

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

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

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

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

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

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

8. Termination of Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and an Independent Contractor Representative. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, if requested in writing by either the City of Nashua or the Independent Contractor within 14 days after the 30 days described above, the parties shall attempt to resolve the dispute by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties; which agreement shall not be unreasonably withheld. If the parties cannot agree to a mediator within 30 days or the dispute cannot be settled within a period of thirty (30) days with the mediator, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

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

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

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

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

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

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

Management Department during the life of the contract.

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

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

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

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

14. Compensation. Review by the City of Nashua of Independent Contractor's submitted invoice forms for payment will be promptly accomplished by the City of Nashua. If there is insufficient information, the City of Nashua may require Independent Contractor to submit additional information. 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 invoice forms.

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

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

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

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

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

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

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

18. Assignment, Transfer, Delegation, or Subcontracting. Independent Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without

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

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

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

Independent Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any

claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the City of Nashua or any of its officers or employees, in either their official or individual capacity of the City of Nashua, for violations of or infringement of the copyright or patent laws of the United States or of any other nation. Independent Contractor agrees to indemnify, to defend, and to hold harmless the City of Nashua, its representatives, and employees from any claim or action seeking to impose liability, costs, and attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Independent Contractor infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Independent Contractor infringes any patent.

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

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

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

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

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

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

27. **Third Party Interests and Liabilities.** The City of Nashua and Independent Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Independent Contractor.
28. **Survival of Rights and Obligations.** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.
29. **Severability.** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.
30. **Modification of Contract and Entire Agreement.** This contract constitutes the entire contract between the City of Nashua and Independent Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
31. **Choice of Law and Venue.** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or

contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

EXHIBIT B

City of Nashua, New Hampshire
Landfill Brush Grinding
IFB0209-041026

BID SCHEDULE

TOTAL BID PRICE (Numbers):

Grinding of Brush Pile \$ 35,000.00
(number)

TOTAL BID PRICE (Words):

Thirty-five thousand Dollars
0 Cents

Handling of Grindings (Select One):

- ☒ Grindings will remain on-site for use by the City (preferred)
☐ Grindings will be removed and disposed of off-site (include all associated costs in bid)

If grindings are to be removed, bidder shall identify the proposed disposal location and confirm that all transportation and disposal costs are included in the bid price:

Disposal Location: N/A

Contractor: Greg Balcom

Authorized Signature: [Signature]

Date: April 9, 2026

Address: 468 Route 13 South

Phone: 603-672-3737

Email Address: info@gregbalcomlandscaping.com



City of Nashua

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

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

April 27, 2026
Memo #26-168

TO: Mayor Donchess
Finance Committee

SUBJECT: Wastewater Thickening Room Drain Replacement in the amount not to exceed
\$151,918.62 funded from Wastewater Fund/ 81- Capital Outlay/Improvements

Please see attached communications from David Boucher, Superintendent of the Wastewater Department, dated April 21, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item:	Drain pipe replacement in the Thickening Room at the Wastewater Facility
Value:	\$151,918.62
Department:	169 Wastewater
Vendor:	Northeast Earth Mechanics
Fund:	Wastewater Fund/ 81- Capital Outlay Improvements

Ordinance: Pursuant to § 5-84 Special purchase procedures A/(6) Purchases which have preceded by competitive sealed bidding, where no responsible bidder has responded.

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Boucher
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 21, 2026

From: David L. Boucher, Superintendent
Wastewater Department

Re: Wastewater Facility Thickening Room – Drain Pipe Replacement

D. Motion: To approve the contract for the replacement of the Wastewater Treatment Facility Thickening Room Drains with Northeast Earth Mechanics, LLC of Pittsfield, NH in an amount not to exceed \$151,918.62. Funding will be through Department: 169 Wastewater; Fund: Wastewater; Account Classification: 81 Capital Outlay/Improvements.

Discussion: The Sludge Processing Building was constructed in 1988 to mainly dewater sludge before sending it to the digester for further treatment. The Thickening Room is located at ground level with the drain pipes located in the basement level of the Sludge Processing Building. All the drain pipes from the ground level combined into a single pipe in the basement before exiting the building through the wall to the outside. A split in the drain pipe recently occurred and during the repair process a full assessment of the drain pipes was conducted. The assessment showed several cracks, rotted pipe and small leaks throughout the piping due to age and environment. It was also determined that the pipes were full of hardened, dried sludge and sand. Due to the age and condition of the pipes, it was decided that all the drain pipes in the basement needed to be replaced.

This project went to bid in March and only one bidder attended the prebid meeting, however, did not provide a bid. The Wastewater Facility contacted the contractor who did the Dry Well Upgrades project, Northeast Earth Mechanics, who said they would be interested in the project. Following a site-walk, Northeast Earth Mechanics provided a bid in the amount of \$151,918.62.

Northeast Earth Mechanics did a good job on the Dry Well Upgrades project. They are well qualified for this work and are prepared to start in the coming months.



Standard Form of Agreement Between Owner and Contractor

This agreement is made:

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

And the CONTRACTOR: Northeast Earth Mechanics, LLC
159 Barnstead Road
Pittsfield, NH 03263

and its successors, transferees and assignees
(together "**CONTRACTOR**")

For the following Project: Wastewater Thickening Room Drain Pipe Replacement

ARTICLE 1 – THE CONTRACT DOCUMENTS

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

1. This Agreement signed by the **OWNER** and **CONTRACTOR**, including the General Terms and Conditions;
2. Proposal dated **April 1, 2026**;
3. Payment and Performance Bonds and Insurance Certificate;
4. Written change orders for minor changes in the Work issued after execution of this Agreement; and
5. Fully Executed **OWNER** Purchase Order

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

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

ARTICLE 2 – WORK TO BE PERFORMED

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

DESCRIPTION OF WORK:

The Contractor shall furnish all labor, materials, equipment, and services necessary to remove and replace the existing thickening room drain piping system located in the Process Building basement at the City of Nashua Wastewater Treatment Facility. The work includes the controlled removal and disposal of the existing ductile iron piping and installation of new Schedule 80 PVC piping, associated vents, cleanouts, supports, and hangers, all in accordance with all federal, state and local laws. The Thickening Room and associated treatment systems shall remain operational throughout construction, with any required shutdowns coordinated in advance with Facility staff. Upon completion, the Contractor shall restore the work area and leave the site clean and free of debris to the satisfaction of the City.

ARTICLE 3 – PERIOD OF PERFORMANCE

CONTRACTOR shall begin performance upon receipt of a valid Purchase Order issued from the City of Nashua and an executed Notice to Proceed.

Completion times for the project will be as follows:

Substantial Completion shall be 50 days from Notice to Proceed

Final Completion shall be 60 days from Notice to Proceed

The above dates shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Liquidated damages of \$100 for each working day will be assessed for delays beyond the established dates for substantial completion and final completion.

ARTICLE 4 – CONTRACT SUM

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

ONE HUNDRED FIFTY-ONE THOUSAND NINE HUNDRED EIGHTEEN DOLLARS AND 62/100
(\$151,918.62)

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

ARTICLE 5 – INSURANCE AND INDEMNIFICATION

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

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

The parties agree that **CONTRACTOR** shall have the status of and shall perform all work under this contract as an independent **CONTRACTOR**, maintaining control over all its consultants, sub consultants, or

subcontractor's. The only contractual relationship created by this contract is between the **OWNER** and **CONTRACTOR**, and nothing in this contract shall create any contractual relationship between the **OWNER** and **CONTRACTOR's** consultants, sub consultants, or subcontractor's. The parties also agree that **CONTRACTOR** is not an **OWNER** employee and that there shall be no:

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

CONTRACTOR will provide the **OWNER** with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the **OWNER** issues the notice of award. The **OWNER** requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability, Employers' Liability and Auto Liability policies must name the OWNER as an additional insured** and reflect on the certificate of insurance.

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

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

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

General Terms and Conditions

ARTICLE 6 – GENERAL PROVISIONS

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

ARTICLE 7 – OWNER

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

ARTICLE 8 – CONTRACTOR

1. Execution of the Contract by the **CONTRACTOR** is a representation that the **CONTRACTOR** has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
2. The **CONTRACTOR** shall carefully study and compare the Contract Documents with each other and with information furnished by the **OWNER**. Before commencing activities, the **CONTRACTOR** shall:

- (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the **CONTRACTOR** with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the **OWNER**.
3. Within ten (10) days of notification of award, and prior to commencement of work, the **CONTRACTOR** shall obtain and forward to **OWNER** a Payment Bond and a Performance Bond representing 100% of the contract work.
 4. The **CONTRACTOR** shall supervise and direct the Work, using the **CONTRACTOR's** best skill and attention. The **CONTRACTOR** shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
 5. The **CONTRACTOR**, as soon as practicable after award of the Contract, shall furnish in writing to the **OWNER** the names of subcontractors or suppliers for each portion of the Work. The **OWNER** will promptly reply to the **CONTRACTOR** in writing if, after due investigation, he has reasonable objection to the subcontractors or suppliers listed.
 6. Unless otherwise provided in the Contract Documents, the **CONTRACTOR** shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.
 7. The **CONTRACTOR** shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
 8. The **CONTRACTOR** warrants to the **OWNER** that (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.
 9. The **CONTRACTOR** shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.
 10. The **CONTRACTOR** shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
 11. The **CONTRACTOR** shall comply with and give notices required by agencies having jurisdiction over the Work. If the **CONTRACTOR** performs Work knowing it to be contrary to laws, statutes, ordinances building codes, and rules and regulations without notice to the **OWNER**, the **CONTRACTOR** shall assume full responsibility for such Work and shall bear the attributable costs. The **CONTRACTOR** shall promptly notify the **OWNER** in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.
 12. The **CONTRACTOR** shall promptly review, approve in writing and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.
 13. The **CONTRACTOR** shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the **OWNER**.
 14. The **CONTRACTOR** shall be responsible for cutting, fitting or patching required completing the Work or to make its parts fit together properly.
 15. The **CONTRACTOR** shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
 16. Upon completion of WORK, **CONTRACTOR** warrants and guarantees to **OWNER**, for one (1) year, and that all WORK was completed in accordance with the Contract Documents and will not be defective. **CONTRACTOR's** warranty and guarantee hereunder excludes defects or damage caused by:
 - Abuse, modification, or improper maintenance or operation by persons other than **CONTRACTOR**, subcontractors, suppliers, or any other individual or entity for whom **CONTRACTOR** is responsible; or
 - Normal wear and tear under normal usage.

ARTICLE 9 – CHANGES IN THE WORK

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

ARTICLE 10 – TIME

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

ARTICLE 11 – PAYMENTS AND COMPLETION

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

➤ Electronically via email to VendorAPIInvoices@NashuaNH.gov

OR

➤ Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

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

ARTICLE 12– RETAINAGE

1. The **OWNER** will retain a portion of the progress payment, each month, in accordance with the following procedures:
 - a. The **OWNER** will establish an escrow account in the bank of the **OWNER's** choosing. The account will be established such that interest on the principal will be paid to the **CONTRACTOR**. The principal will be the accumulated retainage paid into the account by the **OWNER**. The principal will be held by the bank, available only to the **OWNER**, until termination of the contract.
 - b. Until the work is 50% complete, as determined by the **OWNER**, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage will be deposited in the escrow account established above.
 - c. After the work is 50% complete, and provided the **CONTRACTOR** has satisfied the **OWNER** in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount will be withheld. The escrow account will remain at the same balance throughout the remainder of the project.

2. Upon final completion and acceptance of the Work, **OWNER** shall hold 2% retainage during the **1 (one) year** warranty period and release it only after the project has been accepted.

ARTICLE 13 – PROTECTION OF PERSONS AND PROPERTY

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

ARTICLE 14 – CORRECTION OF WORK

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

ARTICLE 15 – PROHIBITED INTERESTS

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

ARTICLE 16 – TERMINATION OF THE CONTRACT

Termination, Abandonment, Or Suspension at Will

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

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

- a. Immediately discontinue work on the date and to the extent specified in the notice.
- b. Provide the **OWNER** with a list of all unperformed services.

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

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

Termination for Cause

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

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

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

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

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

General Provisions for Termination

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

ARTICLE 17 – DISPUTE RESOLUTION

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

ARTICLE 18 – CHOICE OF LAW AND VENUE

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

ARTICLE 19 – MISCELLANEOUS PROVISIONS

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

4. The **OWNER** shall pay for tests except for testing Work found to be defective for which the **CONTRACTOR** shall pay.

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

City of Nashua, NH (signature)

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

Date



Northeast Earth Mechanics, LLC (signature)

Jason C. Babbidge, General Manager - Plant Division
(Printed Name and Title)

April 21, 2026
Date



NORTHEAST EARTH MECHANICS, LLC

159 Barnstead Road

Pittsfield, NH 03263

P. (603) 435-7989 F. (603) 435-7950

www.neearth.com

To:	NASHUA, CITY OF	Contact:	BILL KEATING
Address:	229 MAIN STREET, CITY HALL NASHUA, NH 03061-2019	Phone:	
		Fax:	
Project Name:	NASHUA, NH - WWTF THICKENING ROOM DRAIN PIPE REPLACEMENT	Bid Number:	
Project Location:	2 SAWMILL ROAD, NASHUA, NH	Bid Date:	4/1/2026

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
01	THICKENING ROOM DRAIN PIPE REPLACEMENT	1.00	LS	\$146,918.62	\$146,918.62
02	PERFORMANCE & PAYMENT BONDS	1.00	LS	\$5,000.00	\$5,000.00

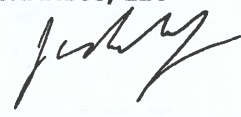
Total Bid Price: \$151,918.62

Notes:

- PROVIDE LABOR, MATERIALS, AND EQUIPMENT REQUIRED TO COMPLETE THE REPLACEMENT OF THE THICKENING ROOM DRAIN PIPE AS DETAILED IN THE RFP ISSUED BY THE CITY OF NASHUA, NH.

CONFIRMED:

NORTHEAST EARTH MECHANICS, LLC

Authorized Signature: 

Estimator: Jason Babbidge

603-435-7989 jasonb@neearth.com

Scope of Work/Specifications

I. GENERAL

The City of Nashua, Division of Public Works, is soliciting bids from a qualified Independent Contractor for from qualified contractors with plumbing experience to replace a variety of piping associated with the thickening room drain system in the Wastewater Treatment Facility located at 2 Sawmill Rd, Nashua, NH. Installation must be in accordance with all applicable federal, state and local laws, rules and regulations.

II. BACKGROUND

The City of Nashua, NH owns and operates a wastewater treatment facility located at 2 Sawmill Road in Nashua, NH. This facility is permitted by the United States Environmental Protection Agency (USEPA) and is regulated by a NPDES permit.

The NWTF is a secondary wastewater facility with an average daily flow of 12.0 million gallons per day and a sanitary design capacity of 16.0 million gallons per day. Onsite there is also an anaerobic digester, an energy recovery facility, and a wet weather flow treatment facility. Throughout the Facility there is a variety of process equipment and associated plumbing. The plumbing allows appropriate functionality throughout.

III. DESCRIPTION OF THE WORK:

The Contractor shall furnish all labor, materials, equipment, and installation necessary for the replacement of the existing drain system serving the Thickening Room, located in the Process Building basement. The existing piping, originally installed circa 1988, has failed and requires full replacement. The work involves multiple constraints and complexities, as outlined herein.

The existing drain piping is ductile iron and is located approximately 13 feet above the floor. Process pumps are located directly below the project area, with additional piping, valves, and electrical conduit in close proximity. The Thickening Room and associated systems shall remain operational throughout the duration of the project. Any required shutdowns shall be minimized and shall be coordinated in advance with Wastewater Treatment Facility staff.

The Contractor shall be solely responsible for providing all necessary scaffolding, rigging, and access equipment required to safely access, remove, and reinstall the piping.

The Contractor shall carefully consider the safe removal of the existing piping. The piping is heavy and contains years of accumulated debris, as documented in the accompanying photographs. Removal

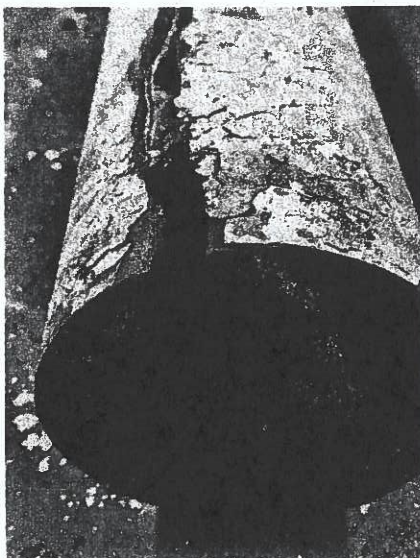
shall be performed in controlled sections and with appropriate protective measures to prevent damage to equipment, piping, and facilities located below.

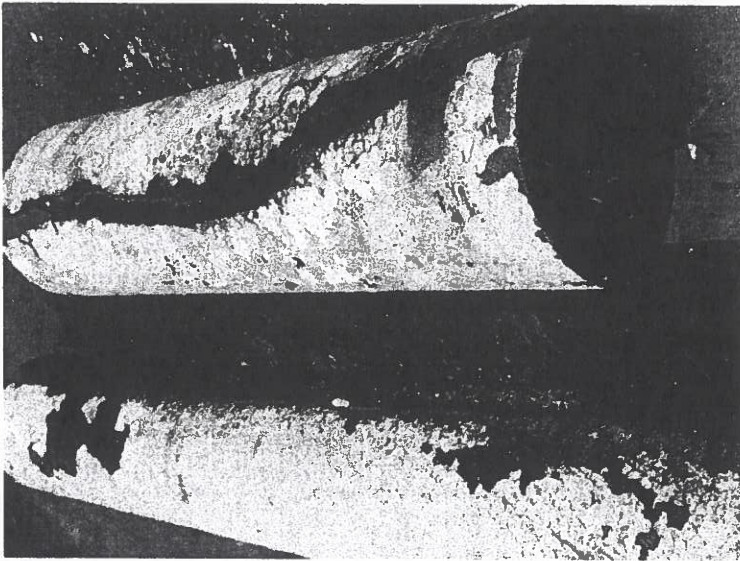
Replacement piping shall be Schedule 80 PVC. The system shall consist of one (1) continuous 6-inch diameter main run approximately 110 linear feet in length. The overall system shall also include thirteen (13) inlet pipes, each 4 inches in diameter, six (6) 4-inch vent pipes, and two (2) 2-inch vent pipes. There is a total of twelve (12) cleanouts throughout the piping system to be reinstalled, as marked. All piping supports and hangers shall be installed in accordance with applicable codes and standards. Hanger material shall be stainless steel.

A copy of the 1988 Secondary Upgrade Plans, Sheet P-8, is provided, with the piping to be replaced clearly identified. All measurements are the responsibility of the Contractor to be confirmed in the field.

The Contractor shall be responsible for the proper disposal of all removed materials and existing piping. Upon completion of the work, the Contractor shall leave the project area clean and free of debris. Cleaning shall include, but not be limited to, floors, piping surfaces, walls, and doors. The area is subject to inspection before City staff will approve project completion.

Current conditions:





IV. ANTICIPATED WORK SCHEDULE

We are estimating an approximate lead time of four (4) weeks for procurement of parts. We are anticipating an installation schedule of no more than three (3) week. The total time allowed on this project will be seven (7) weeks.

V. ADDITIONAL COSTS

Any additional anticipated expenses not specifically identified in the bid documents should be included in your bid price.

VI. REPORTS/PERMITS

The Independent Contractor shall complete all permitting and reporting activities necessary to carry out the proposed activities and to comply with all federal, state and local laws. All costs associated with these activities shall be borne by the Independent Contractor.



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

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

April 29, 2026
Memo #26-169

TO: Mayor Donchess
Finance Committee

SUBJECT: Ammonia Sampling and Program Assistance in the amount not to exceed \$107,991.57
funded from Wastewater Fund/ 53- Professional & Technical Services

Please see attached communications from David Boucher, Superintendent of the Wastewater Department, dated April 21, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Ammonia sampling and identification
Value: \$107,991.57
Department: 169 Wastewater
Vendor: Hazen and Sawyer
Fund: Wastewater Fund/ 53- Professional & Technical Services

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Boucher
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 21, 2026

From: David L. Boucher, Superintendent
Wastewater Department

Re: Collection System Ammonia Sampling

E. Motion: To approve the contract for ammonia sampling and identification within the City of Nashua collection system with Hazen and Sawyer of Boston, MA in an amount not to exceed \$107,992. Funding will be through Department: 169 Wastewater; Fund: Wastewater; Account Classification: 53 Architect/ Engineering Services.

Discussion: The Wastewater Department has experienced an increase in ammonia concentrations in the influent to the treatment facility. This has resulted in compliance challenges with the City's NPDES permit issued by the USEPA.

The City proposes to retain Hazen and Sawyer to conduct a study of the collection system to identify potential point sources contributing to the elevated ammonia levels, with the goal of implementing corrective measures prior to the wastewater reaching the treatment facility.

Hazen and Sawyer possesses extensive knowledge of the City's collection system, having developed the system model and led the development and implementation of the CMOM program. This experience positions the firm as the most qualified to complete the study efficiently and effectively.

The City intends to engage Hazen and Sawyer to perform this work for an amount not to exceed \$107,992.



CONTRACT FOR PROFESSIONAL SERVICES

AMMONIA SAMPLING PROGRAM ASSISTANCE

A CONTRACT BETWEEN

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

HAZEN AND SAWYER

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

NAME AND TITLE OF PROFESSIONAL ENGINEER

1750 ELM STREET, SUITE 402, MANCHESTER, NH 03101

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 --Hazen and Sawyer Scope of Services & Project Budget

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

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

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

DESCRIPTION OF WORK:

Conduct a study of the City wastewater collection system to identify potential point sources contributing to the elevated ammonia levels, with the goal of implementing corrective measures prior to the wastewater reaching the treatment facility as detailed in **Exhibit B**.

3. PERIOD OF PERFORMANCE. Professional Engineer shall perform and complete all work by **November 30, 2026** which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Professional Engineer shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

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

ONE HUNDRED SEVEN THOUSAND NINE HUNDRED NINETY-ONE and 57/100 DOLLARS
(\$107,991.57)

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

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

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the

approved budget. Specifically, Professional Engineer agrees to provide the following with each request for payment:

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

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

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

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

CITY OF NASHUA REPRESENTATIVE:

Noelle Osborne
Plant Operations Supervisor
Division of Public Works
2 Sawmill Road
Nashua, NH 03060
osbornen@nashuanh.gov

PROFESSIONAL ENGINEER REPRESENTATIVE:

Nicholas J. Ellis, P.E.
Associate Vice President
Hazen and Sawyer
1750 Elm Street, Suite 402
Manchester, NH 03101
nellis@hazenandsawyer.com

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or 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



Hazen and Sawyer (signature)

Nicholas Ellis, PE, Associate Vice President
(Printed Name and Title)

4/21/2026
Date

EXHIBIT A
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CITY OF NASHUA
GENERAL TERMS AND CONDITIONS

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General Terms and Conditions

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.

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. All work shall be performed with the degree of professional skill, care, diligence, and practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. Professional Engineer shall perform the services in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Professional Engineer shall, at its own expense and without additional compensation, re-perform work to correct 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. 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.
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 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 negligence. Professional Engineer shall not be relieved of liability to the City of Nashua for damages sustained as a direct result of Professional Engineer's negligence, and the City of Nashua may withhold any payment to the Professional Engineer until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Professional Engineer must be submitted to the City of Nashua within 30 days of the effective date of the notice of termination.

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

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

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

9. **DISPUTE RESOLUTION** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a Professional Engineer Representative. At all times, Professional Engineer shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, the parties may request that the dispute be submitted to the Board of Public Works for resolution. If the parties are dissatisfied with the decision of the Board of Public Works, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.
10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Professional Engineer for damages because of hindrances or delays in the progress of the work from any cause, and Professional Engineer agrees to accept in full satisfaction of such hindrances and delays any extension of time to perform services that the City of Nashua may provide.
11. **INSURANCE** Professional Engineer shall carry and maintain in effect during the performance of services under this contract:
- General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
 - \$1,000,000 Combined Single Limit Automobile Liability;
***Coverage must include all owned, non-owned and hired vehicles.**
 - \$1,000,000 Profession Liability;
 - and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

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

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

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.

- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Professional Engineer must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
 - The specified insurance requirements do not relieve Professional Engineer of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Professional Engineer is encouraged to purchase such additional insurance, as it deems necessary.
 - The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
 - Professional Engineer is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Professional Engineer or anyone employed, directed, or supervised by Professional Engineer.
12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Professional Engineer agrees to indemnify and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Professional Engineer or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Professional Engineer's indemnity, and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.
13. **FISCAL CONTINGENCY** All payments under this contract are contingent upon the availability to the City of Nashua of the necessary funds. This contract shall terminate and the City of Nashua's obligations under it shall be extinguished at the end of any fiscal year in which the City of Nashua fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.
- Nothing in this contract shall be construed to provide Professional Engineer with a right of payment over any other entity. Any funds obligated by the City of Nashua under this contract that are not paid to Professional Engineer shall automatically revert to the City of Nashua's discretionary control upon the completion, termination, or cancellation of the agreement. The City of Nashua shall not have any obligation to re-award or to provide, in any manner, the unexpended funds to Professional Engineer. Professional Engineer shall have no claim of any sort to the unexpended funds.
14. **COMPENSATION** Review by the City of Nashua of Professional Engineer's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City of Nashua. If there is insufficient information, the City of Nashua may require Professional Engineer to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Professional Engineer in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.
15. **COMPLIANCE WITH APPLICABLE LAWS** Professional Engineer, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements,

all immigration and naturalization laws, and the Americans With Disabilities Act. Professional Engineer shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

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

Without limitation of the foregoing, Professional Engineer's attention is directed to 41 C.F.R. § 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by reference, is incorporated into this contract, to 41 C.F.R. § 60-250 et seq. and the clause entitled "Affirmative Action Obligations of Professional Engineers and Subcontractor for Disabled Veterans and Veterans of the Vietnam Era," which, by reference, is incorporated in this contract, and to 41 C.F.R. § 60-471 and the clause entitled "Affirmative Action Obligations of Professional Engineers and Subcontractors for Handicapped Workers," 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. **FEDERAL SUBCONTRACTING REQUIREMENTS** If Professional Engineer awards a subcontract under this contract, Professional Engineer, if applicable, shall use the following alternative steps:
- A. Using the services of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce, as appropriate; and
 - B. Requiring the subcontractor, if it awards subcontracts, to take the affirmative steps set forth in paragraph A.
 - C. If applicable, Professional Engineer agrees to complete and submit to the City of Nashua a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization

Report (Standard Form 334) within 30 days after the end of each fiscal quarter until the end of the contract.

18. **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.
19. **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.
20. **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.
21. **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. **Professional Engineer may retain one copy of the information produced under this Agreement for archival purposes.**
22. **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 21), 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 reasonable 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.

23. **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.
24. **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.
25. **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.
26. **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.

27. **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.

28. **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.
29. **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.
30. **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.
31. **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.

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

City of Nashua
Ammonia Sampling and Identification Assistance

Scope of Work

Task 1 – Project Management

Task 1.1 - General Project Management – Hazen will manage the various disciplines and subcontractors involved in the work to ensure the work is delivered on time and on budget. Hazen will provide monthly invoices with a progress report summarizing the work completed within the billing period. The work is expected to be completed within 6 months of the signed notice to proceed.

Task 1.2 - Meetings – Hazen will prepare for and attend monthly progress meetings to update the City on the ongoing work and upcoming work schedule, coordinate upcoming work, and answer questions and receive input from the city. Hazen will prepare a meeting agenda and minutes for each monthly meeting.

Task 1.3 – QA/QC – All deliverables will be reviewed internally prior to delivery to Nashua for review, comment and approval.

Deliverables: Monthly invoices and progress report, meeting agendas and minutes.

Task 2 – Treatment Facility Data Review

Hazen will provide a data request for relevant plant operating information related to flow, load, concentration and overall toxicity specific to ammonia. Once received, Hazen will review this data to determine the relevant recent changes in loading at the plant, determine if there is any identifiable pattern related to increased ammonia concentrations, and other potentially relevant process information. This data will inform the future review of industrial discharger data, as well as the collection system sampling tasks below. Relevant data will include but not be limited to, plant flow, influent and effluent ammonia concentrations, influent and effluent total toxicity, TKN data and industrial discharger flow if available.

Deliverables: WWTP sampling data request

Assumptions: Reasonable plant operating data is available and will be provided by the City in a timely fashion.

Task 3 – Industrial Discharger and Collection System Model Review

Hazen will review Nashua's industrial discharge permit data to determine what, if any industries are likely contributors of ammonia to the collection system. If available, Hazen will review industrial discharger water quality data, and any pretreatment processes. Hazen will review the City's existing collection system model and cross references with industrial discharger data to determine best locations for sampling.

Deliverables – Initial sampling plan based on data collected reviewing industrial discharger permits, and collection system model.

Assumptions:

- Up to 30 industrial discharge permits will be evaluated.
- City will provide most up to date collection system model, including sub catchment data.

Task 4 – Collection System Sampling

Hazen will work with the City and subcontractors to install automatic composite samplers in locations within the collection system in an attempt to identify the source or sources of additional ammonia loading. The work will include the installation of up to 10 automatic composite samplers in manholes that will operate for up to one week. Samples will be sent for laboratory analysis. Where applicable, flow data may also be recorded.

Deliverables – Wastewater sample lab results and flow data will be shared and included as appendices to the Technical Memorandum provided under Task 5.

Assumptions:

- A sufficient period of dry weather flow will occur within the project time frame
- Flow metering can only take place in sewers with minimum flow depths. If such depths are not present in sewer manholes identified for sampling flow measurement cannot be completed.
- Up to 10 samplers and flow meters will be installed within manholes located within the collection system in an attempt to identify the source or sources of ammonia loading coming into the WWTF. Wastewater samples will be retrieved daily for 5 consecutive days (50 total samples). Once complete, samplers and associated flow meters will be removed from manholes. Any additional sampling will incur additional costs.

Task 5 – Technical Memorandum

Hazen will develop a draft Technical Memorandum summarizing the findings of Tasks Nos. 2 through 4. The memorandum will provide recommendations for mitigation of ammonia inflow into the WWTF. Hazen will conduct a workshop with WWTF staff to review the memorandum and findings, answer questions and address any review comments. A finalized Technical Memorandum will be provided based on the feedback in the workshop and any review comments provided by the City.

Deliverables: Draft and Final Technical Memorandum

Assumptions:

- City will provide a timely review of the summary memorandum.

SUMMARY OF LABOR AND COSTS - DRAFT
CITY OF NASHUA, NH
AMMONIA SAMPLING AND IDENTIFICATION ASSISTANCE

HAZEN AND SAWYER TEAM BUDGET BY TASK

Task Description		Project Director	Project Manager	Sr. Associate	Associate	Sr. Principal Engineer	GIS Tech	Engineer	TOTAL HOURS	TOTAL LABOR DOLLARS	TOTAL INDIRECT COSTS	TOTAL LABOR & INDIRECT DOLLARS	OTHER DIRECT COSTS	FIXED FEE	TOTAL DOLLARS
		Rates	\$105.00	\$82.00	\$78.00	\$74.00	\$57.00	\$37.00	\$37.00		OH Rate ¹ : 178.0%			Profit: 10.0%	
1.0	PM/QAQC and Meetings	2	44	8	0	12	0	0	66	\$5,126.00	\$9,124.28	\$14,250.28	\$0.00	\$1,425.03	\$15,675.31
2.0	Treatment Facility Data Review	2	8	0	0	16	0	0	26	\$1,778.00	\$3,164.84	\$4,942.84	\$0.00	\$494.28	\$5,437.12
3.0	Industrial Discharger Review	0	16	0	0	40	0	0	56	\$3,592.00	\$6,393.76	\$9,985.76	\$0.00	\$998.58	\$10,984.34
4.0	Collection System Sampling and Laboratory Analysis	0	16	0	0	40	8	0	64	\$3,888.00	\$6,920.64	\$10,808.64	\$40,000.00	\$1,080.86	\$51,889.50
5.0	Technical Memorandum	2	24	0	32	32	8	32	130	\$7,850.00	\$13,973.00	\$21,823.00	\$0.00	\$2,182.30	\$24,005.30
Project Totals		6	108	8	32	140	16	32	342	\$22,234.00	\$39,576.52	\$61,810.52	\$40,000.00	\$6,181.05	\$107,991.57

SUMMARY OF LABOR AND COSTS - DRAFT
CITY OF NASHUA, NH
AMMONIA SAMPLING AND IDENTIFICATION ASSISTANCE

HAZEN AND SAWYER TEAM BUDGET FOR TASK 1

Task Description		Project Director	Project Manager	Sr. Associate	Associate	Sr. Principal Engineer	GIS Tech	Engineer	TOTAL HOURS	TOTAL LABOR DOLLARS	TOTAL INDIRECT COSTS	TOTAL LABOR & INDIRECT DOLLARS	OTHER DIRECT COSTS	FIXED FEE	TOTAL DOLLARS
		Rates	\$105.00	\$82.00	\$78.00	\$74.00	\$57.00	\$37.00	\$37.00		OH	178.0%		Profit	10.0%
1.1	Project Management	0	24	0	0	0	0	0	24	\$1,968.00	\$3,503.04	\$5,471.04	\$0.00	\$547.10	\$6,018.14
1.2	Monthly Meetings	0	12	0	0	12	0	0	24	\$1,668.00	\$2,969.04	\$4,637.04	\$0.00	\$463.70	\$5,100.74
1.3	QAQC	2	8	8	0	0	0	0	18	\$1,490.00	\$2,652.20	\$4,142.20	\$0.00	\$414.22	\$4,556.42
	Task 9 Totals	2	44	8	0	12	0	0	66	\$5,126.00	\$9,124.28	\$14,250.28	\$0.00	\$1,425.03	\$15,675.31

SUMMARY OF LABOR AND COSTS - DRAFT
CITY OF NASHUA, NH
AMMONIA SAMPLING AND IDENTIFICATION ASSISTANCE

HAZEN AND SAWYER TEAM BUDGET FOR TASK 2

Task Description		Project Director	Project Manager	Sr. Associate	Associate	Sr. Principal Engineer	GIS Tech	Engineer	TOTAL HOURS	TOTAL LABOR DOLLARS	TOTAL INDIRECT COSTS	TOTAL LABOR & INDIRECT DOLLARS	OTHER DIRECT COSTS	FIXED FEE	TOTAL DOLLARS
		Rates	\$105.00	\$82.00	\$78.00	\$74.00	\$57.00	\$37.00	\$37.00		OH	178.0%		Profit	10.0%
2.0	Treatment Facility Data Review	2	8	0	0	16	0	0	26	\$1,778.00	\$3,164.84	\$4,942.84	\$0.00	\$494.28	\$5,437.12
	Task 2 Totals	2	8	0	0	16	0	0	26	\$1,778.00	\$3,164.84	\$4,942.84	\$0.00	\$494.28	\$5,437.12

SUMMARY OF LABOR AND COSTS - DRAFT
CITY OF NASHUA, NH
AMMONIA SAMPLING AND IDENTIFICATION ASSISTANCE

HAZEN AND SAWYER TEAM BUDGET FOR TASK 3

Task Description		Project Director	Project Manager	Construction Manager	Associate	Sr. Principal Engineer	GIS Tech	Engineer	TOTAL HOURS	TOTAL LABOR DOLLARS	TOTAL INDIRECT COSTS	TOTAL LABOR & INDIRECT DOLLARS	OTHER DIRECT COSTS	FIXED FEE	TOTAL DOLLARS
		Rates	\$105.00	\$82.00	\$78.00	\$74.00	\$57.00	\$37.00	\$37.00		OH	178.0%		Profit	10.0%
3.0	Industrial Discharger Review	0	16	0	0	40	0	0	56	\$3,592.00	\$6,393.76	\$9,985.76	\$0.00	\$998.58	\$10,984.34
	Task 3 Totals	0	16	0	0	40	0	0	56	\$3,592.00	\$6,393.76	\$9,985.76	\$0.00	\$998.58	\$10,984.34

SUMMARY OF LABOR AND COSTS - DRAFT
CITY OF NASHUA, NH
AMMONIA SAMPLING AND IDENTIFICATION ASSISTANCE

HAZEN AND SAWYER TEAM BUDGET FOR TASK 4

Task Description		Project Director	Project Manager	Construction Manager	Associate	Sr. Principal Engineer	GIS Tech	Engineer	TOTAL HOURS	TOTAL LABOR DOLLARS	TOTAL INDIRECT COSTS	TOTAL LABOR & INDIRECT DOLLARS	OTHER DIRECT COSTS	FIXED FEE	TOTAL DOLLARS
		Rates	\$105.00	\$82.00	\$78.00	\$74.00	\$57.00	\$37.00	\$37.00		OH	178.0%		Profit	10.0%
3.1	Collection System Sampling and Laboratory Analysis	0	16	0	0	40	8	0	64	\$3,888.00	\$6,920.64	\$10,808.64	\$40,000.00	\$1,080.86	\$51,889.50
	Task 3 Totals	0	16	0	0	40	8	0	64	\$3,888.00	\$6,920.64	\$10,808.64	\$40,000.00	\$1,080.86	\$51,889.50

SUMMARY OF LABOR AND COSTS - DRAFT
CITY OF NASHUA, NH
AMMONIA SAMPLING AND IDENTIFICATION ASSISTANCE

HAZEN AND SAWYER TEAM BUDGET FOR TASK 3 - Construction Resident Inspection

Task Description		Project Director	Project Manager	Construction Manager	Associate	Sr. Principal Engineer	GIS Tech	Engineer	TOTAL HOURS	TOTAL LABOR DOLLARS	TOTAL INDIRECT COSTS	TOTAL LABOR & INDIRECT DOLLARS	OTHER DIRECT COSTS	FIXED FEE	TOTAL DOLLARS
Rates		\$105.00	\$82.00	\$78.00	\$74.00	\$57.00	\$37.00	\$37.00		OH	178.0%		Profit	10.0%	
3.1	Technical Memorandum	2	24	0	32	32	8	32	130	\$7,850.00	\$13,973.00	\$21,823.00	\$0.00	\$2,182.30	\$24,005.30
	Task 3 Totals	2	24	0	32	32	8	32	130	\$7,850.00	\$13,973.00	\$21,823.00	\$0.00	\$2,182.30	\$24,005.30



HAZE&SA-01

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/27/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:		
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Continental Casualty Company (CNA) A+, XV		20443
INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER B : National Fire Insurance Company of Hartford A(XV)		20478
	INSURER C : American Casualty Co of Reading, PA A(XV)		20427
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			7036845683	3/29/2026	3/29/2027	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	☒ Contractual Liab.		MED EXP (Any one person) \$ 15,000				
	☐		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
B	☒ AUTOMOBILE LIABILITY			7036845635	3/29/2026	3/29/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS		BODILY INJURY (Per person) \$				
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY		BODILY INJURY (Per accident) \$				
	☐		PROPERTY DAMAGE (Per accident) \$				
							DEDUCTIBLE \$ 1,000
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7036845652	3/29/2026	3/29/2027	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N ☒ N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.			AEH008231489	3/29/2026	3/29/2027	Per Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: ALL PROJECTS/OPERATIONS

The City of Nashua, NH is included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability and Automobile Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Nashua, NH Division of Public Works 9 Riverdale Street Nashua, NH 03062	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.



City of Nashua

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

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

April 29, 2026
Memo #26-170

TO: Mayor Donchess
Finance Committee

SUBJECT: Wastewater Chemical: Sodium Hypochlorite in the amount not to exceed \$300,000
funded from Wastewater Fund/ 61- Supplies & Materials

Please see attached communications from David Boucher, Superintendent of the Wastewater Department, dated April 21, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase of Sodium Hypochlorite
Value: \$300,000
Department: 169 Wastewater
Vendor: Borden & Remington
Fund: Wastewater Fund/ 61-Supplies & Materials

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Boucher
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: April 21, 2026

From: David Boucher, Superintendent
Wastewater Department

Re: Sodium Hypochlorite

B. Motion: To approve the FY27 purchase of the chemical Sodium Hypochlorite in the amount of \$300,000 from Borden & Remington of Fall River, MA. Pending approval of the FY27 budget; Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 61 Supplies & Materials.

Discussion: The Wastewater Department again participated in the Northeast/Merrimack Valley Chemical Consortium (NEMVCC) bid process. Sealed bids were due by March 19, 2026 electronically or on paper to the Bidding Agent of the Consortium.

Borden & Remington was the low bidder for Sodium Hypochlorite for FY27. Sodium Hypochlorite is used at the Wastewater Treatment Facility to disinfect the wastewater before it is discharged into the Merrimack River. It is also used in odor control for the air scrubber system.

#126 – Sodium Hypochlorite 15%, Large Bulk, price/ wet lb.

Borden & Remington	Fall River, MA	\$0.1509
Univar U.S.A., Inc	Morrisville, PA	\$0.1580



City of Nashua

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

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

April 29, 2026
Memo #26-171

TO: Mayor Donchess
Finance Committee

SUBJECT: Wastewater Chemical: Sodium Bisulfite in the amount not to exceed \$88,000 funded from Wastewater Fund/ 61- Supplies & Materials

Please see attached communications from David Boucher, Superintendent of the Wastewater Department, dated April 21, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase of Sodium Bisulfite
Value: \$88,000
Department: 169 Wastewater
Vendor: Chemical Solutions
Fund: Wastewater Fund/ 61-Supplies & Materials

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Boucher
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: April 21, 2026

From: David Boucher, Superintendent
Wastewater Department

Re: Sodium Bisulfite

C. Motion: To approve the FY27 purchase of the chemical Sodium Bisulfite in the amount of \$88,000 from PVS Chemical Solutions of Detroit, MI. Pending approval of the FY27 budget; Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 61 Supplies & Materials.

Discussion: The Wastewater Department again participated in the Northeast/Merrimack Valley Chemical Consortium (NEMVCC) bid process. Sealed bids were due by March 19, 2026 electronically or on paper to the Bidding Agent of the Consortium.

PVS Chemical Solutions of Detroit, MI was the low bidder for the FY27 bid. Sodium bisulfite is used at the Wastewater Treatment Facility to remove residual chlorine in the wastewater before it is discharged.

#101 – Sodium Bisulfite 38%, Bulk, price/ wet lb.

PVS Chemical Solutions	Detroit, MI	\$0.1910
JCI Jones Chemical	Sarasota, FL	\$0.2011
Holland, Co	Adams, MA	\$0.3000

[illegible]



City of Nashua

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

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

April 29, 2026
Memo #26-172

TO: Mayor Donchess
Finance Committee

SUBJECT: Extended outdoor dining barriers in the amount not to exceed \$26,000 funded from
General Fund/ 55- Other Services

Please see attached communications from Liz Hannum, Economic Development Director, dated April 27, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Installation of barriers for downtown dining
Value: \$26,000
Department: 183 Economic Development
Vendor: Weaver Brothers
Fund: General Fund/ 55-Other Services

Ordinance: Pursuant to § 5-84 Special purchase procedures A/(6) Purchases which have preceded by competitive sealed bidding, where no responsible bidder has responded.

Economic Development Division, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: L Hannum
D Enwright
T Cummings



City of Nashua
Office of the Mayor – Economic Development
229 Main Street – Nashua, NH 03060

Liz Hannum
Economic Development Director
(603)589-3072
hannuml@nashuanh.gov

To: Finance Committee
From: Liz Hannum, Economic Development Director
Date: April 27, 2026
Subject: Extended Outdoor Dining Barrier Contract

This memo is to inform the Committee that the attached contract in the amount of \$26,000 is with Weaver Brothers for the installation of barriers associated with the Extended Outdoor Dining program on Main Street.

This contract reflects the base installation cost only. Additional related expenses—such as traffic control, minor adjustments, and associated support services—are anticipated to total approximately \$4,000–\$5,000. This is just for installation. The barrier pickup in October 2026 will be paid for in a separate contract from the FY27 budget once approved.

The City issued a Request for Proposals (RFP) for barrier installation services; however, no responses were received. As a result, we are proceeding with Weaver Brothers, last year's contractor, at the same rate structure, despite a decrease in overall program participation.

This represents year two of the three-year program authorized through prior legislation. Funding for this contract will be drawn from the Economic Development operating budget, account 83.1.500 – Other Contracted Services (55699).

Sincerely,

Liz Hannum
Economic Development Director



CONTRACT FOR PROFESSIONAL SERVICES

TITLE

A CONTRACT BETWEEN

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

Weaver Brothers Construction Company, Inc

NAME AND TITLE OF SERVICE PROVIDER

1629 ROUTE 3A BOW, NH 03304

ADDRESS OF SERVICE PROVIDER

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

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

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

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

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

Exhibit A--General Conditions for Contracts

Exhibit B--Scope of Services, Contract Time, Fee Schedule

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

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

2. WORK TO BE PERFORMED Except as otherwise provided in this contract, Service Provider 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. Service Provider shall perform and complete all work **with final plans, as delineated in the scope of work provided and attached** hereto which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Contract shall not exceed one year and will expire on June 1, 2021. Service Provider shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

4. COMPENSATION. Service Provider agrees to perform the work for a total cost not to exceed
Twenty Six Thousand Dollars (\$ 26,000)

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

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

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, Service Provider 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 Service Provider. The City of Nashua will pay Service Provider 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:

Liz Hannum, Director
Economic Development Division
229 Main St
Nashua, NH 03060

REPRESENTATIVE:

Adam Bates
Weaver Brothers Construction
1629 Route 3A
Bow, NH 03304

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 Service Provider 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)

(signature)

James Donchess, City of Nashua, NH Mayor
(Printed Name and Title)

Adam Bates, Secretary
(Printed Name and Title)

Date

4/24/26

Date

EXHIBIT A
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General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "Service Provider", and its successors, transferees and assignees (together "Service Provider") includes any of the Service Provider's consultants, sub consultants, contractors, and subcontractors
2. **SERVICE PROVIDER STATUS** The parties agree that Service Provider shall have the status of and shall perform all work under this contract as a Service Provider, 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 Service Provider, and nothing in this contract shall create any contractual relationship between the City of Nashua and Service Provider's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Service Provider 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 Service Provider 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** Service Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Service Provider 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 Service Provider 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, Service Provider 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 Service Provider'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 Service Provider shall not in any way relieve Service Provider 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 Service Provider'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 Service Provider shall be and remain liable in accordance with the terms of the contract and applicable law.

Service Provider 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 Service Provider to perform work under this contract. Approved key personnel shall not be taken off of the project by Service Provider without the prior written approval of the City of Nashua, except in the event of termination of employment. Service Provider 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 Service

Provider, 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 Service Provider's performance under the contract. Service Provider 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 Service Provider should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Service Provider'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 Service Provider for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Service Provider of the change.

When Service Provider seeks changes, Service Provider 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 Service Provider should proceed with any or all of the proposed change.

Except as provided in this paragraph, Service Provider 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 Service Provider in the performance of its work under this contract and that such personnel will be available to Service Provider 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 Service Provider 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 Service Provider also agree to attend all meetings called by the City of Nashua or Service Provider to discuss the work under the Contract, and that Service Provider 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** Service Provider 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 Service Provider. All future questions Service Provider 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 Service Provider'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 Service Provider prior to having received the City of Nashua's resolution shall be at Service Provider's risk and expense. At all times, Service Provider 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. Service Provider 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 Service Provider 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, Service Provider 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, Service Provider shall receive all amounts due and not previously paid to Service Provider 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 Service Provider in the event of a failure by Service Provider 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. Service Provider shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Service Provider may terminate the contract on 10 calendar days written notice if, through no fault of Service Provider, the City of Nashua fails to pay Service Provider 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, Service Provider 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, Service Provider shall receive all amounts due and not previously paid to Service Provider 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 Service Provider's failure. Service Provider 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 Service Provider until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Service Provider 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 Service Provider 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 Service Provider 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 Service Provider such that Service Provider 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 Service Provider shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Service Provider 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 Service Provider's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Service Provider'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 Service Provider Representative. At all times, Service Provider shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, the parties may request that the dispute be submitted to the Board of Public Works for resolution. If the parties are dissatisfied with the decision of the Board of Public Works, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.
10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Service Provider for damages because of hindrances or delays in the progress of the work from any cause, and Service Provider agrees to accept in full

satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.

11. **INSURANCE** Service Provider 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.

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

Service Provider 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. Service Provider 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, Service Provider 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 Service Provider of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Service Provider 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.
- Service Provider is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Service Provider or anyone employed, directed, or supervised by Professional Engineer.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Service Provider agrees to indemnify and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to

in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Service Provider or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Service Provider'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 Service Provider 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 Service Provider 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 Service Provider. Service Provider shall have no claim of any sort to the unexpended funds.

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

15. **COMPLIANCE WITH APPLICABLE LAWS** Service Provider, 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. Service Provider 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, Service Provider agrees to the following terms. Service Provider 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. Service Provider 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, Service Provider'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.

Service Provider 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 Service Provider under this contract.

In connection with the performance of work under this contract, Service Provider 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.

Service Provider 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 Service Provider shall constitute a material breach of the contract.

17. **ENDORSEMENT** Service Provider shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Service Provider or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Service Provider 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 Service Provider 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 Service Provider 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 Service Provider's expense, by Service Provider to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Service Provider, 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 Service Provider in the performance of its obligations under this contract must be retained by Service Provider 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 Service Provider shall promptly remit and deliver the materials, at Service Provider's expense, to the City of Nashua. Service Provider shall not use, willingly allow or cause to have such materials used for any purpose

other than the performance of Service Provider's obligations under this contract without the prior written consent of the City of Nashua.

21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Service Provider expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Service Provider (including those remitted to the City of Nashua by Service Provider 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 Service Provider 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 Service Provider. The City of Nashua shall have the right to reproduce any such materials.

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

Service Provider 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, Service Provider 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 Service Provider in writing that the whole of the work was completed on the date indicated in the notice or provide Service Provider with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Service Provider 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** Service Provider 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. Service Provider 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** Service Provider 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. Service Provider 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 Service Provider. If any such interest comes to the attention of Service Provider at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Service Provider 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. Service Provider 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 Service Provider (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, Service Provider shall refund to the City of Nashua any profits realized under this contract, and Service Provider 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.

Service Provider warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Service Provider 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 Service Provider, 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 Service Provider.
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 Service Provider. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
31. **CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.



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

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

April 29, 2026
Memo #26-173

TO: Mayor Donchess
Finance Committee

SUBJECT: Land Use Code Amendment #1 in the amount not to exceed \$90,900 funded from
Housing Opportunity Planning Grant/ 53- Professional & Technical Services

Please see attached communications from Sam Durfee, Planning Manager, dated April 28, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Amendment #1 to modify the scope of services for the subdivision regulations and site plan regulations
Value: \$90,900
To Date: 375,000 Finance Memo #24-028
Department: 182 Planning and Zoning
Vendor: Principle Industries LLC
Fund: Housing Opportunity Planning 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

Community Development Division: Planning and Zoning, and the Purchasing Department respectfully request your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: M Sullivan
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

To: Amy Girard, Purchasing Manager
From: Sam Durfee, Planning Manager
Matt Sullivan, Community Development Director
Date: April 28th, 2026
Re: Request for Contract Amendment #1 – Principle Group – Site Plan and Subdivision Regulations

The Planning Department has been working with Principle Group to update the City's Land Use Code. The Planning Department was awarded an additional \$100,000 in grant funds from the Housing Opportunity Planning grant program, administered by New Hampshire Housing Finance Authority. This \$100,000 grant will enable the Planning Department to continue utilizing Principle Group's services to complete the second phase of the Land Use Code update, specifically, updating the City's Subdivision and Site Plan regulations.

As a result, the Planning Department is requesting an amendment to the current contract with the Principle Group that will increase the total cost not to exceed Four hundred and sixty-five thousand nine-hundred dollars (\$465,900). The Scope of the contract will be modified to reflect an update to the Subdivision Regulations and Site Plan Regulations.

The Contract Sum reflects the combination of \$225,000 in City-allocated funds, and \$150,000 awarded to the City for this project from the InvestNH Municipal Planning & Zoning Grant Program, funded by the NH Department of Business and Economic Affairs as part of the \$100 million InvestNH Initiative with ARPA State Fiscal Recovery funds, and \$90,900 of a \$100,000 Housing Opportunities 2.0 Grant through the New Hampshire Housing Finance Authority.

First Amendment to Contract for Professional Services
between
City of Nashua and Principle Industries LLC (d/b/a Principle Group)

An Agreement was made by and between the **City of Nashua, NH**, whose address is 229 Main Street, Nashua, NH 03061 (“City”) and **Principle Group**, with a mailing address of 791 Tremont Street, Studio W513, Boston, MA 02118 on August 28th, 2023.

WHEREAS, Exhibit B of the Agreement sets forth the Scope of Services, Contract Time, and Fee Schedule;

WHEREAS, Exhibit D of the Agreement sets forth the Nashua Housing Opportunity Planning Grant Agreement

WHEREAS, the City has determined the need for update its subdivision and site plan regulations in conjunction with the Land use Code update;

NOW THEREFORE, in consideration of the mutual promises herein, the Parties hereby agree as follows:

1. As of the Effective Date of this First Amendment, Exhibit B of the Agreement. Scope of Services, shall be amended to add the following language:

Phase 1: Discovery

The analysis of the existing site plan and subdivision regulations will begin with Principle Group conducting a thorough research phase. This phase will identify inefficiencies, inconsistencies, and areas where current regulations may conflict with the city's goals or impede development. The outcome will be a targeted report that details these issues. This analysis will serve as the foundation for refining the regulations, ensuring they align with Nashua's long-term growth objectives, and improving the overall development review process.

Principle will analyze Nashua's existing and proposed zoning and existing building codes to understand regulations affecting accessory dwelling units. Successful ADU designs from other communities will be researched to gain insights into innovative design solutions and best practices. Additionally, Principle will diagram program opportunities to visualize how various ADU types can be integrated into existing neighborhoods, ensuring they meet regulatory requirements and the Community's housing needs.

Deliverables:

- 1. Project Timeline*
- 2. Communications Plan (Marketing collateral, stakeholder list)*
- 3. Public Engagement Plan*
- 4. Assist with analysis of Current Regulations*
- 5. Diagrams Illustrating Existing Code Requirements*
- 6. Concept Design analysis identifying ADU typologies and patterns.*
- 7. Catalog of ADU Types and Patterns*

Phase 2: Visioning

Early engagement with local stakeholders, developers, and community members is crucial for defining clear goals and ensuring widespread buy-in for the updated regulations. Participants will provide valuable insights into community needs and development challenges through workshops, meetings, and interviews. This process fosters collaboration, builds trust, and ensures that the updated regulations reflect a shared vision.

Principle will focus on selecting the ADU types best suited for pre-approved plans. This process will evaluate various ADU designs based on compatibility with site characteristics,

architectural style, and neighborhood qualities. Once the types are selected, schematic design activities will begin, shaping the initial plans and layouts.

Community Events:

- 1. Work with City staff to interview key stakeholders*
- 2. Design Workshop: Public event to discuss Neighborhood Planning, ADUs, their design, and opportunities.*

Task 1 Deliverables:

- 1. Staff Workshop to Frame Vision for Proposed Regulations*
- 2. Proposed Regulation Framework*

Task 2 Deliverables:

- 1. ADU Schematic Design drawings and illustrations for design options.*

Phase 3: Planning & Design

Actively engage the Community to gather feedback and refine the proposed subdivision and site plan regulations. Introduce the public to the draft regulations, explain their purpose and expected outcomes, host a series of open house events to present draft materials, and engage in meaningful dialogue with the Community. The draft regulations will focus on implementing precise standards promoting walkability, sustainable development, and aligning with the city's broader growth goals.

The team will refine the ADU designs selected in the previous phase to ensure they meet both functional and aesthetic standards. This phase will focus on developing detailed drawing sets that fully document the buildings, including floor plans, elevations, and other details relevant to creating the design.

Community Events:

- 1. Public Open House Event*
- 2. Assist with a presentation to the Planning Board*

Task 1 Deliverables:

- 1. First Draft of New Regulations*
- 2. Video Summarizing Draft Regulations*
- 3. Public Open House Presentation Boards*

Task 2 Deliverables:

- 1. Schematic Design Plan Sets*
- 2. Design Development Plan Sets*

Phase 4: Implementation

The revised regulations will incorporate valuable feedback from public office hours, open houses, and Planning Board reviews. This iterative process ensures that the updated subdivision and site plan regulations are responsive to community concerns and reflect the needs of various stakeholders. This collaborative approach helps ensure the final regulations align with the city's long-term vision.

The team will finalize the construction documents in the final phase of the ADU task. This phase involves refining the technical aspects of the design and material specifications to ensure the ADUs are ready for construction. The final documents will include detailed plans, sections, elevations, and outline specifications that provide builders with everything they need to construct.

Community Events:

- 1. Office Hours: 1:1 or small group meetings with Community members*

2. *Presentation to Board of Alderman*

Task 1 Deliverables:

1. *Work with staff on a second draft of regulations*
2. *Final regulations*
3. *Implementation guide*

Task 2 Deliverables:

1. *Construction documents sets*
2. *Outline specifications*

2. As of the Effective Date of this First Amendment, Section 3 of the Agreement, Period of Performance, shall be amended as follows with language in strikethrough removed and bold added:

*Professional Consultant shall perform and complete all work by ~~April 30th, 2025~~ **December 31st, 2026** which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Professional Consultant shall begin performance upon receipt of an Executed Contract and a valid Purchase Order issued from the City of Nashua.*

3. As of the Effective Date of this First Amendment, Section 4 of the Agreement, Compensation, shall be amended as follows with language in strikethrough removed and bold added:

*Professional Consultant agrees to perform the work for a total cost not to exceed **Four hundred and sixty-five thousand nine-hundred dollars (\$465,900)** ~~Three hundred and seventy-five thousand dollars (\$375,000)~~. The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work, as amended. The Contract Sum reflects the combination of \$225,000 in City-allocated funds, ~~and~~ \$150,000 awarded to the City for this project from the InvestNH Municipal Planning & Zoning Grant Program, funded by the NH Department of Business and Economic Affairs as part of the \$100 million InvestNH Initiative with ARP A State Fiscal Recovery funds, **and \$90,900 of a \$100,000 Housing Opportunities 2.0 Grant through the New Hampshire Housing Finance Authority.***

4. All other terms and conditions of the Agreement not amended herein shall remain in full force and effect.

Effective Date of this First Amendment:

City of Nashua

Principle Industries, LLC.

By: James W. Donchess, Mayor

By: Russell Preston, Director

Date: _____

Date: _____



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 #26-162

TO: Mayor Donchess
Finance Committee

SUBJECT: Implementation of wayfinding and façade improvements for the parking garages in the amount not to exceed \$944,035 funded from Bond/ 53- Professional & Technical Services

Please see attached communications from Tim Cummings, Director of Administrative Services,, dated March 30, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Implementation of wayfinding and façade improvements for Elm Street and High Street parking garages
Value: \$944,035
Department: 129 City Buildings
Vendor: Beyond Walls
Fund: Bond/ 53-Professional & Technical Services

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

A competitive solicitation, RFQ0335-102224 issued and the following qualifications were received:

Vendor	Location
Positive Street Art	Nashua, NH
Randall-Paulson Architects	Nashua, NH
Beyond Walls	Lynn, MA
Over Under	Boston, MA

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

Regards,

Amy Girard
Purchasing Manager

Cc: T Cummings
L Hannum



THE CITY OF NASHUA

Administrative Services

"The Gate City"

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

Date: March 30, 2026

Re: Communication – Approval of Beyond Walls contract for the implementation of wayfinding and façade improvements for the parking garages

In June 2025 Beyond Walls was selected to perform the façade and wayfinding improvements after being 1 of 3 companies interviewed during an RFQ process. After speaking with the candidates and reviewing their proposals it was determined that Beyond Walls was the most qualified to manage and perform the desired results of this project.

Preliminary design has now been completed and this contract will allow the project to be implemented in the fall of 2026.

The attached is the contract for Parking Garage Façade Improvement along with scope and fee. The total figure for this effort is \$944,035.00. The source of funds is the Parking Garage Bond created for this specific purpose.

THANK YOU



CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN

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

AND

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

NAME AND TITLE OF PROFESSIONAL CONSULTANT

BEYOND WALLS

ADDRESS OF PROFESSIONAL CONSULTANT

18 MOUNT VERNON ST.

LYNN, MA 01901

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

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

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

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

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

Exhibit A--General Conditions for Contracts

Exhibit B--Scope of Services & Fee Schedule

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

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

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

DESCRIPTION OF WORK:

PLEASE SEE ATTACHED SCOPE OF WORK IN EXHIBIT B.

3. PERIOD OF PERFORMANCE. Professional Consultant shall perform and complete all work by December 31, 2026 or at which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Professional Consultant shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

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

(\$944,035.00)

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

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

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the

approved budget. Specifically, Professional Consultant 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 Consultant. The City of Nashua will pay Professional Consultant 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 executed 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:

Tim Cummings
City of Nashua
Director of Administrative Services
cummingst@nashuanh.gov
603.589.3072

PROFESSIONAL CONSULTANT REPRESENTATIVE:

Beyond Walls
Attn: Al Wilson
18 Mount Vernon St
Lynn, MA 01901
al@beyond-walls.org
781-309-7551

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 Consultant 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



Beyond Walls (signature)

*Al Wilson, Founder & CEO
(Printed Name and Title)*

04/02/2026

Date

EXHIBIT A
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General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "Professional Consultant", and its successors, transferees and assignees (together "Professional Consultant") includes any of the Professional Consultant's consultants, sub consultants, contractors, and subcontractors
2. **PROFESSIONAL CONSULTANT STATUS** The parties agree that Professional Consultant shall have the status of and shall perform all work under this contract as a Professional Consultant, 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 Consultant, and nothing in this contract shall create any contractual relationship between the City of Nashua and Professional Consultant's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Professional Consultant 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 Consultant 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 Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Professional Consultant represents 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 Consultant to confirm at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Professional Consultant 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 Consultant'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 Consultant shall not in any way relieve Professional Consultant 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 Consultant'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 Consultant shall be and remain liable in accordance with the terms of the contract and applicable law.

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

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

Except as provided in this paragraph, Professional Consultant 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 Consultant in the performance of its work under this contract and that such personnel will be available to Professional Consultant 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

Consultant 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 Consultant also agree to attend all meetings called by the City of Nashua or Professional Consultant to discuss the work under the Contract, and that Professional Consultant 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 Consultant 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 Consultant. All future questions Professional Consultant 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 Consultant'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 Consultant prior to having received the City of Nashua's resolution shall be at Professional Consultant's risk and expense. At all times, Professional Consultant 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 Consultant is responsible for requesting clarification or interpretation and is responsible 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 Consultant 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 Consultant 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 Consultant shall receive all amounts due and not previously paid to Professional Consultant 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 Consultant in the event of a failure by Professional Consultant 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 Consultant shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Professional Consultant may terminate the contract on 10 calendar days written notice if, through no fault of Professional Consultant, the City of Nashua fails to pay Professional Consultant 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 Consultant 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 Consultant shall receive all amounts due and not previously paid to Professional Consultant 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 Consultant's failure. Professional Consultant 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 Consultant until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Professional Consultant 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 Consultant 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 Consultant 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 Consultant such that Professional Consultant 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 Consultant shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Professional Consultant 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 Consultant's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Professional Consultant'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 Consultant Representative. At all times, Professional Consultant 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 Consultant 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 Consultant for damages because of hindrances or delays in the progress of the work from any cause, and Professional Consultant 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 Consultant 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 Consultant 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 Consultant are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Professional Consultant under this contract. The City of Nashua shall not maintain any insurance on behalf of Professional Consultant. Professional Consultant shall require Subcontractors to carry appropriate and lawful amounts of insurance for the services they are providing. Professional Consultant will ensure compliance with this section and shall receive valid certificates of insurance from all Subcontractors as proof that coverage is in place..

Professional Consultant 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 Consultant 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 Consultant 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 Consultant of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Professional Consultant 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.
 - i. Professional Consultant is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused by the by Professional Consultant or anyone employed, directed, or supervised by Professional Consultant.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Professional Consultant agrees to indemnify and hold harmless the City of Nashua, its officials, employees and authorized representatives and their employees from and against any suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, reasonable attorney's fees, costs and expenses to the extent

caused by the negligent act, omission, or fault or willful misconduct of Professional Consultant 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 Consultant's indemnity and hold harmless obligations, or portions thereof, shall not apply to liability caused by the negligence or willful misconduct of the party indemnified or held harmless.

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

Nothing in this contract shall be construed to provide Professional Consultant 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 Consultant 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 Consultant. Professional Consultant shall have no claim of any sort to the unexpended funds.

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

15. **COMPLIANCE WITH APPLICABLE LAWS** Professional Consultant, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Professional Consultant 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 Consultant agrees to the following terms. Professional Consultant 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 Consultant 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 Consultant'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 Consultant 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 Consultant under this contract.

In connection with the performance of work under this contract, Professional Consultant 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 Consultant 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 Consultant shall constitute a material breach of the contract.

17. **ENDORSEMENT** Professional Consultant shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Consultant or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Professional Consultant 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 Consultant 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 Consultant 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 Consultant's expense, by Professional Consultant 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 Consultant, 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 Consultant in the performance of its obligations under this contract must be retained by Professional Consultant 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 Consultant shall promptly remit and deliver the materials, at Professional Consultant's expense, to the City of Nashua. Professional Consultant shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Professional Consultant's obligations under this contract without the prior written consent of the City of Nashua. Any reuse, misuse or alternation of the work documents is at the risk of the City of Nashua.

21. PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS Professional Consultant expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Consultant (including those remitted to the City of Nashua by Professional Consultant 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 Consultant 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 Consultant. The City of Nashua shall have the right to reproduce any such materials.

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

Professional Consultant 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 Consultant 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 Consultant in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Consultant with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant. If any such interest comes to the attention of Professional Consultant at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Professional Consultant 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 Consultant 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 Consultant (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 Consultant shall refund to the City of Nashua any profits realized under this contract, and Professional Consultant 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 Consultant warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Professional Consultant 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 Consultant, 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 Consultant.
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 Consultant. 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

Nashua Parking Garage Facade Improvements

IMPLEMENTATION SCOPE – BEYOND WALLS

PROJECT OVERVIEW

The City of Nashua is advancing a comprehensive visual enhancement initiative across both downtown parking garages (Elm Street and High Street). Building on a five-phase design engagement completed under a contract executed with Beyond Walls in June 2025, this next phase focuses on the execution of integrated visual, architectural, and cultural improvements that strengthen the identity and functionality of the two municipal structures.

The project combines design improvements and wayfinding enhancements to transform the garages into visually compelling civic assets while improving navigation and visitor experience in the downtown corridor.

Beyond Walls was selected through a competitive qualification process (RFQ0335-102224) and brings demonstrated expertise in managing and executing large-scale, place-defining design projects in civic contexts.

PROJECT SCHEDULE

Apr 2026	Finance Committee review and approval of municipal implementation contract.
May 2026	Design development
Jun – Aug 2026	Final design documentation delivered. Fabrication coordination, preparation, and installation logistics underway.
Sept 8 – 14	Project preparation: site readiness, material staging, and crew coordination.
Sept 15 – Oct 1	Install façade improvements.

IMPLEMENTATION BUDGET

Project Staffing & Management	\$325,000
Materials & Hardware	\$488,000
Equipment & Logistics	\$131,035
PROJECT TOTAL	\$944,035

PAYMENT SCHEDULE

The total project cost for the Project is **\$944,035**, payable as follows:

- **60% (\$566,421.00)** due upon acceptance of this agreement
- **30% (\$283,210.50)** due one month prior to the start of work
- **5% (\$47,201.75)** due one week after commencement of site work
- **5% (\$47,201.75)** due upon completion of work



RESOLUTION

**AUTHORIZING THE CITY TO ENTER INTO A LICENSE AGREEMENT WITH THE
STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
FOR AN AIR MONITORING STATION AT 57 GILSON ROAD**

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to enter into a License Agreement between the City of Nashua and the State of New Hampshire Department of Environmental Services allowing the State to operate and maintain an air monitoring station at 57 Gilson Road in substantially the same form as the attached.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-022

PURPOSE:

Authorizing the City to enter into a license agreement with the State of New Hampshire Department of Environmental Services for an air monitoring station at 57 Gilson Road

ENDORSERS:

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Finance Committee

FISCAL NOTE:

No cost and no revenue associated with this agreement.

ANALYSIS

This resolution authorizes the City to enter into the attached license agreement with the State of New Hampshire Department of Environmental Services allowing the State to operate and maintain an air monitoring station at 57 Gilson Road. The agreement is for approximately 5 years, but may be terminated by either party upon 90 days' written notice.

Approved as to form:

Office of Corporation Counsel

By:

Donna Clarke

Date:

6 April 2026

**LICENSE AGREEMENT BETWEEN
THE CITY OF NASHUA AND
THE STATE OF NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES**

WHEREAS the State of New Hampshire and The City of Nashua, have a significant interest in gathering and analyzing air quality data to monitor and protect public health, support local, state and federal policymaking, and secure the economic welfare of their citizens and businesses; and

WHEREAS air quality data collected from a site at 57 Gilson Road in Nashua (hereinafter “Site”) is considered by scientists and policymakers to be of high value in tracking the characteristics and impacts of ambient air pollution; and

WHEREAS the New Hampshire Department of Environmental Services (hereinafter “NHDES”) currently operates an air monitoring station in an open area east of the main facility building and collects meteorological data from an outbuilding to the north of the main building at the Site; and

WHEREAS operation of an air monitoring station requires the periodic visitation to the Site by NHDES employees for performing duties related to the collection of air samples, repairing and conducting quality assurance on NHDES’s air monitoring equipment, maintaining the infrastructure of the air monitoring station, and removing and placing of air monitoring equipment and infrastructure (hereinafter referred to as “the Work”; and

WHEREAS NHDES needs electrical and telephone service in order to operate the air monitoring station; and

WHEREAS the City of Nashua (hereinafter “Nashua”) owns the Site.

NOW THEREFORE, Nashua and NHDES agree as follows:

1. Nashua hereby grants to NHDES a revocable license to operate and maintain an air monitoring station on the Site, subject to the terms of this license agreement (“Agreement”).
2. NHDES will maintain the structural integrity and aesthetics of the Site.
3. The air monitoring station consists of two 10’ by 12’ construction type trailers, elevated on blocks and separated by a wooded deck between them. On top of the trailer is a 10’ by 12’ wood deck with rail. Air quality samplers will be inside the trailer and on the deck. The meteorology tower will be placed in the field to the north of the trailers. Changes to the air monitoring station shall be made only after consultation with Nashua.
4. NHDES will be responsible for monthly utility charges necessary for the site air monitoring station.

5. NHDES and its agents shall have the right to enter the Site for the limited purpose of performing the Work. NHDES shall make every reasonable effort to implement the Work in such a manner as to minimize any disruptions or inconvenience to Nashua in the conduct of ongoing use and operation of the air monitoring station.
6. Upon request, NHDES will allow Nashua access to the air monitoring station for the purpose of inspection and/or public outreach and education.
7. Nashua will allow NHDES to conduct tree trimming and/or removal around the Site in order for air monitoring equipment to meet federal siting requirements, including setbacks from vegetation.
8. The State of New Hampshire is self-insured for workers' compensation and liability arising from its general operations and the Work. Notwithstanding any provisions in this Agreement, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State.
9. Nashua shall not be responsible for any damage or vandalism that may occur to the air monitoring station or other monitoring equipment.
10. This Agreement shall be effective from the signing of this Agreement by all parties until April 30, 2031. This Agreement may be terminated prior to April 30, 2031, upon 90 (ninety) days' written notice by either party. Upon termination of this Agreement, NHDES will return the air monitoring station areas to substantially the same conditions as existed prior to the Work, trimmed trees and reasonable wear and tear excepted.
11. This Agreement may be renewed, extended, or modified upon the mutual written consent of Nashua and NHDES.

IN WITNESS WHEREOF the undersigned have agreed to these terms on behalf of their respective municipality/agency:

City of Nashua

Date: _____

James W. Donchess, Mayor

NH Department of Environmental Services

Date: _____

Robert Scott, Commissioner, NHDES



RESOLUTION

AUTHORIZING THE FILING OF APPLICATIONS AND EXECUTION OF GRANT AGREEMENTS WITH THE U.S. DEPARTMENT OF TRANSPORTATION FOR GRANTS UNDER THE URBAN MASS TRANSPORTATION ACT OF 1964, AS AMENDED, FOR FISCAL YEARS 2027 AND 2028

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

WHEREAS, the U.S. Secretary of Transportation is authorized to make grants under the Urban Mass Transportation Program of Projects and Budget;

WHEREAS, the contracts for financial assistance will impose certain obligations upon the applicant, including the provision of a local share of project costs in the program;

WHEREAS, it is required by the U.S. Department of Transportation in accord with the provisions of Title VI of the Civil Rights Act of 1964, as amended, that the applicant provide assurances that it will comply with Title VI of the Civil Rights Act of 1964 and U.S. Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant to adopt and implement policies and procedures as required by the U.S. Department of Transportation including, but not limited to: minority and women-owned business enterprises, safety performance, drug and alcohol usage, and Title VI compliance.

NOW THEREFORE, be it resolved by the Board of Aldermen of the City of Nashua:

1. That the Mayor or the Mayor's designee is authorized to execute and file an application on behalf of the City of Nashua with the U.S. Department of Transportation, to aid in the financing operating, planning and capital of projects pursuant to Section 9 of the Urban Mass Transportation Act of 1964, as amended, for fiscal years 2027 and 2028.
2. That the Mayor or the Mayor's designee is authorized to execute and file with such applications assurances or any other documents required by the U.S. Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964.

3. That the Mayor or the Mayor's designee is authorized to furnish such additional information as the U.S. Department of Transportation may require in connection with the applications.
4. That the Mayor, as the City's Chief Administrative Officer, or the Mayor's designee, is authorized to set forth and execute policies, procedures, and plans including, but not limited to the following:
 - A. Minority Business Procurement Policies
 - B. Women Owned Business Procurement Policies
 - C. Designation of the Accountable Executive
 - D. Public Transportation Agency Safety Plans
 - E. Title VI, Civil Rights Policies
 - F. Drug & Alcohol Policies and Procedures
 - G. Transit Asset Management Plans
 - H. All other policies, procedures, and plans as may be customarily required
5. That the Mayor, or the Mayor's designee, is authorized to execute grant agreements on behalf of the City of Nashua with the U.S. Department of Transportation for aid in the financing of the capital, planning and operating element of the Program of Projects and Budget.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-026

PURPOSE:

Authorizing the Filing of Applications and Execution of Grant Agreements with the U.S. Department of Transportation for Grants under the Urban Mass Transportation Act of 1964, as Amended, for Fiscal Years 2027 and 2028

ENDORSERS:

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Finance Committee

FISCAL NOTE:

Fiscal impact is grant monies to the City to be used for a specific purpose.

ANALYSIS

This resolution authorizes the filing of applications and execution of grant agreements with the U.S. Department of Transportation for grants under the Urban Mass Transportation Act of 1964, as amended, for fiscal years 2027 and 2028. Further authorizing the Mayor or the Mayor's designee to execute policies and procedures required by the U.S. Department of Transportation.

**Approved as to account
number and/or structure, and
amount:**

Financial Services Division

By: /s/ Dawn K. Enwright

Approved as to form:

Office of Corporation Counsel

By: /s/ Celia K. Leonard

Date: April 8, 2026