

7:00 PM

Aldermanic Chamber

1. ROLL CALL
2. PUBLIC COMMENT
3. COMMUNICATIONS

From: Amy Girard, Purchasing Manager
Re: Animal Impoundment and quarantine services in the amount not to exceed \$112,353 funded from General Fund/56 - Outside Agencies

From: Amy Girard, Purchasing Manager
Re: NPD Hazardous Device Unit (HDU) Robot in the amount not to exceed \$94,734.30 funded from Homeland Security Grant/71 - Equipment

From: Amy Girard, Purchasing Manager
Re: Ballistic Protection Equipment in the amount not to exceed \$44,946 funded from General Fund/61 - Supplies and Materials

From: Amy Girard, Purchasing Manager
Re: Replacement tires for the Fire Apparatus in the amount not to exceed \$40,615.80 funded from General Fund/61 - Supplies & Materials

From: Amy Girard, Purchasing Manager
Re: Building controls for Station 4 in the amount not to exceed \$94,500 funded from Bond/54 - Property Services

From: Amy Girard, Purchasing Manager
Re: Purchase of protective hoods in the amount not to exceed \$48,825 funded from General Fund/61 - Supplies and Materials

From: Amy Girard, Purchasing Manager
Re: East Hollis St/Bridge Street Intersection Engineering Services-Amendment 3 in the amount not to exceed \$50,000 funded from Grant/53 - Professional & Technical Services

From: Amy Girard, Purchasing Manager
Re: Long-term management of biosolids in the amount not to exceed \$3,894,445 funded from Wastewater Fund/54 - Property Services

From: Amy Girard, Purchasing Manager
Re: Wastewater Chemical: Polymer in the amount not to exceed \$650,000 funded from Wastewater Fund/61 - Supplies & Materials

From: Amy Girard, Purchasing Manager
Re: ADA accessible buses in the amount not to exceed \$1,008,628 funded from Grant and CERF/81 - Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager
Re: Amendment #6 for transit services operations in the amount not to exceed \$550,000 funded from FTA Grant Funds/55 - Other Services

From: Amy Girard, Purchasing Manager
Re: Authorization of Emergency Purchase Order - Sewer Repair 125 Temple Street

From: Tim Cummings, Director of Administrative Services
Re: Communication - need for Human Resources Performance Audit

4. NEW BUSINESS – RESOLUTIONS

R-26-043

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

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

R-26-045

Endorsers: Mayor Jim Donchess
Alderman James Ravan
Alderwoman Vengerflutta Smith
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Thomas Lopez
Alderman-at-Large Lori Wilshire

AUTHORIZING A LEASE AGREEMENT WITH DROPBIKE CORP. DBA DROP MOBILITY AT 117 ELM STREET

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

June 10, 2026
Memo #26-182

TO: Mayor Donchess
Finance Committee

SUBJECT: Animal Impoundment and quarantine services in the amount not to exceed \$112,353
funded from General Fund/ 56- Outside Agencies

Please see attached communications from Bobbie Bagley, Director of Division of Public Health & Community Services, dated June 5, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Animal impoundment and quarantine services for rabies control
Value: \$112,353
Department: 171 Community Services
Vendor: The Humane Society for Greater Nashua Corporation
Fund: General Fund/ 56- Outside Agencies

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: B Bagley
D Enwright
T Cummings



THE CITY OF NASHUA

"The Gate City"

Division of Public Health and Community Services

Community Services Department

June 5, 2026

To: Amy Girard, Purchasing Manager

From: Bobbie D Bagley, Director

Subject: Renewal of Humane Society Contract for FY27

The Humane Society for Greater Nashua Corporation (HSFN) has provided shelter, pound, isolation, and quarantine services for the City of Nashua and has provided these services for over 23 years.

Nashua Revised Ordinances section 93-7 states, "The Mayor, with the assistance and cooperation of the Dog Officer, shall select a suitable place of confinement for impounded animals and those held under suspicion of rabies and after biting." HSFN has a proven record of providing impoundment and quarantine services, has the facility space to accommodate the needs of the City of Nashua's Pound, and HSFN staff has worked closely with City staff throughout the years to develop sound policies and procedures to adequately provide efficient and effective methods of handling impoundment and quarantine services.

The Division of Public Health and Community Services, Environmental Health Department and the Nashua Police Department Animal Control Officer work closely with HSFN and oversee the contract deliverables and communications with HSFN.

The attached contract is effective July 1, 2026 through June 30, 2027 in the amount of \$112,353.00 to be paid in equal monthly installments. Services include shelter for dogs, cats, rabbits and various other small animals, adoption of stray animals, veterinary services for stray animals surrendered to the HSFN, owner location of stray animals, quarantine of unvaccinated dogs and cats which have bit a human or another animal, and processing of animals found to be positive for rabies.

In accordance with § 5-84 A (4) Special Purchasing Procedures for Sole Source Procurements, the Division of Public Health recommends that the contract with HSFN located at 24 Ferry Road, Nashua, NH, be renewed for an additional year.

AGREEMENT

Humane Society for Greater Nashua Corporation and the City of Nashua, NH

AGREEMENT made this ____1st____ day of ____July____, 2026 by and between the City of Nashua, New Hampshire (hereinafter “City”), a municipal corporation with a principal place of business at 229 Main Street, Nashua, New Hampshire 03061 (the “City”) and Humane Society for Greater Nashua Corporation (HSFN) of 24 Ferry Road, Nashua, NH, 03064, (hereinafter “Contractor”) (collectively referred to as the “Parties”). The Parties hereby enter into this Independent Contractor Agreement (hereinafter “Agreement”) under the terms and conditions set forth below.

SCOPE OF SERVICES

The Contractor agrees to perform the following services for the City:

The Humane Society for Greater Nashua Corporation shall be the designated “Pound” for the City of Nashua, NH and will be responsible for animal impoundment services to the City of Nashua, NH as outlined in this Scope of Services.

1. The HSFN will provide the following impoundment and quarantine services for animals impounded by the Animal Control Officer or a Nashua Police Officer:

10-Day Bite Quarantine of canines (stray and owned);

10-Day Bite Quarantine of owned felines;

10-Day Bite Quarantine of owned ferrets;

7-Day Impoundment of stray canines;

Impoundment of stray felines for those with permanent ID only

Impoundment of stray ferrets for those with permanent ID only

Chickens found running at large

2. In accordance with RSA 466:18-a, and Nashua Revised Ordinances 93-6 Impoundment of dogs, cats and ferrets found at large, HSFN will become the lawful owner of any unclaimed animals as follows:

Canines – After 7 days

Felines – Immediately if no permanent identification is found

Felines – After 7 days if permanent identification was found, but the animal remained unclaimed

Ferrets – Immediately if no permanent identification is found

Ferrets-- After 7 days if permanent identification was found, but the animal remained unclaimed

Chickens – Immediately if no permanent identification was found

The HSFN shall be responsible for the care of any animal of which it becomes the lawful owner.

3. The HSFN shall provide 24/7 access to the facilities to the Animal Control Officer and/or officers of the Nashua Police Department.
4. In accordance with Nashua Revised Ordinances Chapter 93-6 Impoundment of dogs, cats and ferrets found at large, the Contractor will post a monthly listing of all strays available for adoption on the HSFN website.
5. In accordance with State of New Hampshire Law, no wildlife of any kind will be accepted into the shelter living or dead.
6. HSFN will be required to provide the following services for any animal subject to impoundment from the Animal Control Officer or Nashua Police Department:
 - HSFN will maintain records of all animals accepted at the shelter;
 - If contact information is provided, HSFN will be responsible for notifying by telephone, text, email, fax or postal mail, within a reasonable time period not to exceed 24 hours, the owners of all animals brought to the shelter by the Animal Control Officer or Nashua Police Officers;
 - HSFN will retain confirmatory proof of notification of the owner;
 - HSFN will verify Rabies vaccinations for post-quarantine animals;
 - Provide impounded animals with adequate food, water and shelter;
7. HSFN will provide, or ensure provision and payment of, all rabies-related services for canines, felines and ferrets for the City of Nashua impounded by the Animal Control Officer or a Nashua Police Officer only, in accordance with RSA 436 Rabies Control.
8. HSFN will ensure the proper handling of any remains of animals that have been prepared for rabies testing.
9. HSFN will provide a copy of Post Bite Veterinarian Reports to the Nashua Environmental Health Department within 48 hours of veterinarian exam for animals impounded/quarantined at HSFN. Post Bite reports may be submitted by postal mail or electronically to EH@NashuaNH.Gov.

CITY RESPONSIBILITIES

The City of Nashua will be responsible for the oversight of the Contract with the Humane Society for Greater Nashua and will work with HSFN to develop service procedures including but not limited to: animal impoundment procedures; rabies protocols; provide coverage of Animal Control Officer responsibilities during times that the ACO is not available; assist the HSFN with owner-identification and notification; cooperate with NH Fish & Game for the handling of wild or feral animals; the ACO will obtain, become trained in the use of, and utilize a microchip scanner to determine if an animal is owned or stray; and will pay \$50.00 each for the replacement of facility keys lost by the Animal Control Officer or Nashua Police Department employees. The City will not impose any adoption criteria to be used as HSFN has policies and procedures in place regarding adoption of animals. No obviously sick or injured animals will be deposited at HSFN by any city agent.

PLACE OF PERFORMANCE

The work described above shall be performed at Humane Society for Greater Nashua Corporation, 24 Ferry Road, Nashua, NH 03064 or in Humane Society approved foster families or facilities.

TIME PERIOD

The Contractor agrees to commence work on July 1, 2026 and complete all functions required in a timely, professional and competent manner. This Agreement will expire on June 30, 2027.

TERMINATION CLAUSES

The City or Contractor can terminate this Agreement, with a 90-day written notice. The City will pay the Contractor a prorated amount for all services performed up to that date. The City is entitled to all contract-related notes, drafts and documents produced by the Contractor up to that date.

PAYMENT FOR SERVICES

The Contractor will be paid as follows:

Payment will be made through the City payment system. Which shall be paid in monthly installments. Total contract amount for program expenses cannot exceed \$112,353.00.

REPORTING

The City shall not supervise or directly control the work of the Contractor. The City does reserve the right to inspect the work being performed. The Contractor shall have the ultimate authority to determine the hours of work, the length of workdays, the means and methods of performance of the work, and the City shall not interfere in this regard.

The designated City Representative for this Agreement is the Director of Public Health and Community Services. All notices, project materials, requests by Contractor, invoice forms, monthly reports, and any other communication about the contract, shall be addressed or be delivered to the City Representative.

The City of Nashua's Health Officer and Animal Control Officer both have Statutory Authority over the Impoundment and Quarantine activities within the City of Nashua. By signing this Agreement, the Contractor agrees to abide by the Statutory Authority granted the Health Officer and the Animal Control Officer under NH RSA 436 and 466, as well as by the Nashua Revised Ordinances, Chapter 93, Animals.

All concerns regarding this Agreement and the Scope of Services described within this Agreement shall first be directed to the Division of Public Health and Community Services Director. The Director shall bring forward any concerns to the appropriate City department or City Official.

The Contractor shall submit by e-mail, an electronic copy of the required Impoundment & Quarantine Monthly Report to the Division of Public Health and Community Services Director.

The Executive Director and/or the designated Directors of the HSFN shall meet with the following City staff at least two (2) times per year to review the monthly reports and contract deliverables: Director of the Division of Public Health and Community Services, Health Officer, Animal Control Officer, Chief of Police or designee, and Finance Manager for the Division of Public Health and Community Services.

CITY INSPECTION OF PLACE OF PERFORMANCE AND CONTRACT MATERIALS

The Contractor's Place of Performance shall be subject to inspection and compliance with the City of Nashua's Revised Ordinance 93-3, Keeping and Housing Animals. This shall include: the location, construction, erection and sanitary condition of all structures used in the fulfillment of the Scope of Services of this Agreement. In accordance with NRO 93-3, the Contractor shall submit any plans to the Board of Health before any building used in the keeping and housing of animals under this Agreement shall be constructed, altered, extended or moved.

The books, records, documents and accounting procedures and practices of the Contractor related to this contract shall be subject to inspection, examination and audit by the City, including, but not limited to, the contracting agency and Corporation Counsel.

The City will provide at least 48 hours notice of inspection.

SUBCONTRACTORS

The Contractor may, at his/her discretion and at his/her own expense, employ such subcontractors as may be necessary for the performance of work. The Contractor agrees to pay any wages, taxes, unemployment insurance, withholding taxes, and workers' compensation insurance required by law for subcontractors. Said subcontractors will not be paid or supervised by the City. The Contractor shall provide the City with prior notice of the Contractor's intent to employ subcontractors to perform any services required by this Agreement. The City shall have the right to reject any subcontractors for good cause. Prior approval by the City of a subcontractor is not required in emergency situations.

INSURANCE

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

- Comprehensive General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000. All contractors and subcontractors at every tier will fully comply with NH RSA Chapter 281-A, "Workers' Compensation."

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

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, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and Contractor, and nothing in this contract shall create any contractual relationship between the City and Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Contractor is not a City employee and that there shall be no:

- Withholding of income taxes by the City;
- Industrial insurance coverage provided by the City;
- Participation in group insurance plans which may be available to employees of the City;
- Participation or contributions by either the independent contractor or the City to the public employee's retirement system;
- Accumulation of vacation leave or sick leave provided by the City;
- Unemployment compensation coverage provided by the City.

Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City 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, Employers' Liability and Auto Liability policies must name the City of Nashua as an additional insured and reflect as such on the certificate of insurance. All policies shall contain a waiver of subrogation in favor of the City of Nashua and its officers, directors, employees, volunteers and agents. A copy of the current Certificates of Insurance must be submitted to the Director of the City of Nashua's Division of Public Health and Community Services within thirty (30) days of the signing of the Agreement. Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract -

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

- Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by Contractor or anyone employed, directed, or supervised by Contractor.

Regardless of any coverage provided by any insurance, and to the extent provided by law, each party agrees to indemnify and shall defend and hold harmless each other, their 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 each other or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

COMPLIANCE WITH APPLICABLE LAWS

The 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 state and local laws and requirements regarding the impoundment and quarantining of animals, federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. The 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 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.

MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT

This contract constitutes the entire contract between the City and the 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.

In the event that any current law, regulation, or ordinance, either local or state, is amended, rescinded, newly enforced or enacted which affects this Agreement, the parties shall, in good faith, amend this Agreement in order to be in compliance with said Legislative changes. If said changes cause an increase in fees or costs by either party, the parties in good faith shall amend this Agreement to reflect the treatment of said fees or costs.

INDEPENDENT CONTRACTOR

The Contractor agrees that HSFN is completely independent from the City and is not an employee of the City. The Contractor warrants that HSFN may work for other individuals and/or entities.

CHOICE OF LAW AND VENUE

This Agreement shall be governed exclusively by the laws of the State of New Hampshire and any litigation regarding the interpretation or enforcement of this Agreement shall only be brought in a court located in the State of New Hampshire.

Douglas Barry, Executive Director
Humane Society for Greater Nashua Corporation

Jim Donchess, Mayor
City of Nashua, NH

Date

Date



City of Nashua

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

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

June 10, 2026
Memo #26-183

TO: Mayor Donchess
Finance Committee

SUBJECT: NPD Hazardous Device Unit (HDU) Robot in the amount not to exceed \$94,734.30
funded from Homeland Security Grant/ 71- Equipment

Please see attached communications from Karen Smith, Business Manager, dated June 9, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Hazardous Device Robot: Caliber Mini R1-5-120 with claw kit
Value: \$94,734.30
Department: 150 Police Department
Vendor: ICOR Technology
Fund: Homeland Security Grant/ 71- Equipment

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: K Smith
T Cummings



Intradepartmental Communication

To: Amy Girard, Purchasing Manger

From: Karen A. Smith, Business Manager

The Nashua Police Department is looking to purchase a robot utilizing grant funds for the Hazardous Device Unit (HDU). Currently the unit has a twenty-four (24) year old robot that is no longer under technical support. Additionally, the FBI standards requires a smaller platform robot. The model NPD is looking to purchase offers remote control which is an upgrade from the current tethered model. The quote with specifications is attached for your review. A member of the HDU unit will be available to discuss the purchase.

The Nashua Police Department recommends the purchase of the Caliber Mini R1-5-120 with claw kit in the amount of \$94,734.30 under GSA contract #GS-07F-0430V from ICOR Technology, Ottawa ON Canada. Funding is available from a Homeland Security Grant account 50.3050.71000 50.1010.26.06.

Sincerely,

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

Karen A. Smith
Business Manager



935 Ages Drive
Ottawa, ON K1G 6L3
CANADA

P: 613.745.3600
F: 613.745.3590
TF: 877.483.7978

www.icortechnology.com
sales@icortechnology.com

QUOTE

Patrick Doherty
Nashua Police Department (NH)
0 Panther Dr
To

QUOTE NO.: QUO-04482-S1F1N5-2
EFFECTIVE FROM: 5/1/2026
EFFECTIVE TO: 7/30/2026

Nashua, NH, 03062
Tel:
Fax:
Mobile: 603-589-6141
Email: doherty@nashuapd.com

CURRENCY: US Dollar
SHIPPING METHOD: Ground
SHIPPING TERMS: FOB ORIGIN, PREPAY AND ADD
*DELIVERY DATE: 16 - 20 Weeks ARO
PAYMENT TERMS: 1% 10 DAYS, NET 30
GSA Contract No.: GS-07F-0430V

QTY	P/N	DESCRIPTION	\$/UNIT	LINE TOTAL
1.0	2044944	MINI-R1.5-120 Caliber MINI R1.5 with 1.4GHz SOL8-2x 1W Radio 110 VAC Comes standard with: • Rubber Tracks for traversing rough terrain and climbing stairs • Wirelessly Controlled Front and Rear Flippers with positional feedback with preset Home and Stair Climbing positions • Turreted Robotic Claw arm with 15lbs lift and 5 axes of movement • 10x Color zoom camera on claw arm • Front and Rear Color/IR Drive Cameras • Wide Angle color rear mast camera • Color Claw camera • 2-Way Audio: Talk/Listen through the robot • LED drive lights for Front and Mast Cameras • Wireless RF control: 1.4GHz COFDM IP MESH Radios (2 x 1W, L-Band) with 7 selectable channels • Portable, Lightweight, Handheld Controller with capacitive touchscreen • Picture-in-Picture video (up to 4 camera streams), and HDMI output • 110VAC configuration • 2x 24V DC Lithium-Iron-Phosphate Robot Battery Packs (1x onboard; 1x spare) & 1x 24V DC Battery Charger • 2x 12V DC Lithium-Ion CCU Battery Packs (1x onboard; 1x spare) & 1x 12V DC Battery Charger • 2 year limited warranty • Electronic manual with training videos and hard copy of operator manual. *Note: Mini-CALIBER is shipped in a wooden crate. Hard-shell case is available as an option.	\$76,960.41	\$76,960.41
1.0	2037233	10003 MINI Claw Kit - 2ND Generation The 2nd generation claw attachment kit includes specially designed tools to augment the capabilities of the Mini-CALIBER® robot. Kit includes: key holder, PTZ camera extension to reach 9' (3m) high, box cutters, clothes cutter, extension poles, tire deflator, finger extension with porcelain tips, cutting hook, utility shears with ceramic blades, Cutabiner®, multiple effectors and hook & line accessories.	\$5,418.99	\$5,418.99
1.0	2041989	CAL-K4300-12IC Tactical-Swat Disrupter Kit This 12 gauge 12 inch barrel disrupter is used for tactical purposes. The barrel is made from titanium and has an ACME threaded muzzle end to accept the standard T3 disrupter smooth bore and rifle bore tips. It can be fired as a 12 inch disrupter with a plastic thread protector on the muzzle end threads. It is not designed to use water as a 12 inch disrupter, but can fire water shots if used with the 3 smooth bore tip. This disrupter uses the standard T3 disrupter breech cap and plug. It can be used in any standard PAN clamp. The muzzle end is larger than a standard PAN muzzle, so an over the barrel PAN laser will not fit. You must use a bore sight laser or a larger over the barrel laser adapter. 4300-12 TACTICAL BARREL (12" TITANIUM) 1 4341 T3 PRO BREECH CAP 1 K4350PL PUSH LOCK BREECH PLUG-Assembled 1 7100 SHELL EXTRACTOR 1 7280 WATER BOTTLE 1 K3095T RED AND BLACK PUGS (15 EA) 1 4330 T3 THREAD PROTECTOR 1 2001 SEATING TOOL 1 7110 FIRING PIN TOOL 1 7250PL 7/16 NUT DRIVER 1 K3010PL PUSH LOCK BREECH PARTS KIT Contains: (4)Push Lock Y Fittings; (2)Push Lock Couplings; (2)Firing Pins;(3)Springs; (1)Push Lock Fitting 1 2045 GUN BORE CLEANING KIT 1 3130 WD-40 1 K3150 ROBOT DISRUPTER SLEEVE (W/GREN LASERS) with Mini-CALIBER mount 1 3153 8' PARACORD LANYARD 1. *Note: This product requires p/n: 10001 Mini Arm Picatinny Rail Assembly to attach mount to robot arm. **Note: Initiation system required. There are various options available for initiation. Typically, CAL-OP001 or CAL-OP002 or 1680 Remote Firing Device are purchased with this system. For dynamic breaching or missions where instantaneous initiation is required, low voltage pyrotechnic initiators can be used. Contact your ICOR Representative for further information.	\$5,345.69	\$5,345.69



935 Ages Drive
Ottawa, ON K1G 6L3
CANADA

P: 613.745.3600
F: 613.745.3590
TF: 877.483.7978

www.icortechology.com
sales@icortechology.com

QUOTE

1.0	2037231	10001 MINI arm Picatinny Rail Assembly Includes a clamp and Picatinny rail base plate which can be permanently attached to the Mini-CALIBER® arm with a quick disconnect Picatinny clamp extension assembly. Instruction manual and mounting hardware included. Packaged in a cardboard box. For use with P/N 10002 - K3150 Robot Disrupter Sleeve.	\$439.77	\$439.77
1.0	2042006	CAL-OP023 24V DC FIRING CIRCUIT - EIT SINGLE INITIATOR 24V DC Firing Circuit AND Single Channel Shock Tube Initiator with mounting bracket for Mini-CALIBER® Robot	\$2,814.55	\$2,814.55
1.0	2042001	CAL-OP014 MINI-CALIBER CASE Mini-CALIBER hardshell transit case with custom cut foam and tie downs to secure robot. Note: the transit case only holds the Mini-CALIBER robot. There is a separate hardshell case for the CCU.	\$1,954.55	\$1,954.55
1.0	2041407	16144 Robot LFP Battery Charger ASSY - MINI Spare Mini IP Refresh robot dual battery charger. LFP Batteries only.	\$550.00	\$550.00
1.0	2041665	16478 CCU BATTERY - MINI R1.5 Spare / Replacement Mini-R1.5 CCU battery	\$200.34	\$200.34
1.0	2056560	S&H Shipping and Handling **Note: The shipping and handling quote may change at time of delivery due to fuel surcharges or carrier rate adjustments. ICOR Technology will make every effort to minimize any cost increases. If costs rise, we will contact you for approval prior to shipping.	\$1,050.00	\$1,050.00
TOTAL			\$94,734.30	

This is a quotation on the goods named, subject to the conditions noted below:

Unless otherwise provided: This quote is in US Dollars; shipping terms are EX WORKS for domestic and international shipments; all prices are exclusive of shipping costs, insurance, custom clearance and any applicable Taxes of any kind; all price quotations are valid for 90 days. Published list prices are subject to change without notice. Due to a policy of continuous product improvement, ICOR reserves the right to change specifications and appearance without notice. Please reference the invoice number on your cheque and remit to ICOR Technology Inc. 935 Ages Drive, Ottawa, Ontario K1G 6L3 Canada. The CALIBER® Robot (including the MK3, T5, Mini, and MK4) contains up to 35% US-source materials and are IAR export license free and not subject to AECIA or EAR regulations. The CALIBER® Robot is a Controlled Good, and requires an Export Permit for international shipping in accordance with the *Export and Import Permits Act (R.S.C., 1985, c. E-19)*. Failure to perform due to the action or inaction of the Government of Canada will be considered Force Majeure, and, ICOR is not responsible for any penalties, fees, liquidated damages, etc. Some or all of the quoted items are eligible for purchase through GSA's Cooperative Purchasing Program and 1122 Program for State and Local Law Enforcement. Please consult with your purchasing department to determine the optimal purchasing vehicle and notify your ICOR Sales Representative to make any changes necessary. ICOR's GSA Contract Number is: GS-07F-0430V

DISCLAIMER REGARDING DISRUPTER MOUNT CONFIGURATIONS: ICOR Technology is a robot manufacturer and do not make disrupters. The end-user must consult with the disrupter manufacturer for complete instructions on loading, operation, maintenance and firing procedures. ICOR recommends that the end-user takes disrupter training from the manufacture before firing the weapon off of the robot. USE AT OWN RISK. ANY POTENTIAL DAMAGES TO THE ROBOT AS A RESULT OF USING A DISRUPTER ARE NOT COVERED UNDER WARRANTY. AS PER ICOR'S LIMITED WARRANTY, WARNING AND LIMITATION OF LIABILITY DOCUMENT, ICOR SHALL BE HELD HARMLESS TO ANY LOSS OR INJURY AS RESULT OF USING DISRUPTERS ON THE ROBOT.

To accept this quotation, sign here and return:

Signature

Date

Additional Available Accessories:

0.0	2056965	16829-12 IP MESH REPEATER, 120VDC, 1.3GHz DTC	\$22,270.00	\$0.00
0.0	2041569	16355 MINI Thermal Camera FLIR Thermal Imaging Camera (longwave infrared [LWIR]) for the Mini-CALIBER® Robot. Mounts to the Claw Camera Mount or Deck Camera Mast; Wide Field of View (H50° x V40°; 320x256 resolution)	\$12,390.00	\$0.00
0.0	2037452	10458 Claw Auxiliary Camera - Mini Increase your situational awareness while using your manipulator with the addition of the Claw Auxiliary Camera for your Mini-CALIBER®. This ultra-versatile mount has a fully adjustable folding arm that connects a camera to the claw housing. Fully configurable to provide the best viewing angle while using tools from the optional CALIBER® Claw Attachment Kit (PN: 10003). Note: Available for the Mini-CALIBER® only.	\$1,739.55	\$0.00

0.0	2037232	10002 K3150 Robot Disrupter Sleeve The Ideal Products Inc Robot Disrupter Sleeve kit allows for the integration of a 12in Tactical, 18in T3 or 24in PAN disrupter onto a Mini-CALIBER® robot or tripod stand. Allows the disrupter to dislodge upon firing to reduce recoil on robot. Mounts on a Picatinny rail. Comes equipped with two self-powered dot green lasers used for aiming. *Note Requires ICOR p/n: 10001 - MINI arm Picatinny Rail Assembly, for Mini-CALIBER robot operation. Shipped in a cardboard box, includes laser adjusting tool. (For Mini Only; Disrupter not included) **Note: Initiation system required. There are various options available for initiation. Typically, CAL-OP001 or CAL-OP002 or 1680 Remote Firing Device are purchased with this option, or low voltage pyrotechnic initiators can be used. Contact your ICOR Representative for further information.	\$3,547.51	\$0.00
0.0	2041948	CAL-125RC 12.5MM RC DISRUPTOR MOUNT Disruptor Mount w/ 24V DC Firing Circuit for Mini-CALIBER® Robot - includes Camera and Green Lasers for sighting. The mount integrates with Proparms RC 12.5mm, A8 Precision Needle Plus, and Ideal Products .357 Magnum Note: the disrupter is not included	\$3,425.00	\$0.00
0.0	2042013	CAL-SP4 MINI R1.5 Basic Spare Parts Kit Essential items to maintain and repair your Mini-CALIBER® robot with IP mesh radios. Note: these spares are for MINI-R1.5-120	\$4,940.00	\$0.00
0.0	2041739	16629 LFP BATTERY PAIR Spare/Replacement pair of Lithium Iron Phosphate robot batteries for Mini-CALIBER® with IP Mesh Radios	\$1,080.00	\$0.00
0.0	2041953	CAL-BC2 CCU Battery Charger - Mini Spare Mini-CALIBER CCU battery charger with re-calibration function.	\$366.48	\$0.00
0.0	2041979	CAL-EXWAR Extended Warranty CALIBER® Robot Extended Warranty. Add an additional year (3rd Year) to the standard 2 year warranty. (Available for MK3 or T5)	\$8,458.32	\$0.00
0.0	2040405	14886 DRACO Mini - Gas Delivery System The Mini DRACO (DM-0001-DFS6) Two shot, air assisted gas delivery system for the Mini-CALIBER robot. It enables you to deliver gas remotely using any compatible Tri-Chamber Flameless Grenade fitted with the Command Initiated Adapter and Thermo Tube (CS, OC, and SAF-SMOKE™ only - FLAMELESS GRENADES NOT INCLUDED) Complete system includes the following: 1 - Machined aluminum two shot tube with fan 1 - DFS-6 remote - six shot wireless firing system (1200ft range), with controller, two Milwaukee M-12 batteries with Milwaukee rapid charger 1 - M-12 fan power cord 2 - QR machined mounting system - tube to arm of the robot 1 - Remote firing system mounting plate - mounts to rear of ICOR Mini Robot 1 - Tool kit to maintain robot and firing system. 1 - SKB HD protective storage hard case, with wide rolling wheels - complete system is stowed and shipped in case.	\$12,360.00	\$0.00
0.0	2041605	16392 Radio Cable Extension Kit Designed for the Mini-CALIBER (MINI-R1.5), the Radio Cable Extension Kit enables operators to mount IP Mesh radios from the Command-and-Control Unit (CCU) on the exterior of an armored vehicle. The 10' (3m) radio cable extension can be easily attached through a gun port, allowing the radios to be secured outside the vehicle using a small tripod, suction cup, or industrial magnet. Positioning the radios externally significantly enhances the signal range between the CCU and the robot, while keeping the operator safe from harm.	\$4,650.00	\$0.00
0.0	2042020	CAL-TTC-MINI CALIBER® MINI Training Customer Location Eight (8) hour Operation, Maintenance, and Troubleshooting Course for one or two robots. Includes travel and accommodations for ICOR Technician. Consists of hands-on instruction for up to ten operators, and a classroom presentation for unlimited participants.	\$3,733.19	\$0.00

AI Overview

GSA Contract GS-07F-0430V is a Multiple Award Schedule (MAS) contract awarded to ICOR Technology Inc. It primarily provides government agencies with specialized remote robotic platforms, bomb disposal equipment, and hazardous material detection solutions.

Contract Details at a Glance

- Contractor: ICOR Technology Inc. (Ottawa, Canada)
- Contract Period: August 1, 2024, through July 31, 2029
- Schedule: O84 - Total Solutions for Law Enforcement, Security, Facilities Management
- Primary SIN: 334519 (Bomb and Hazardous Material Disposal; Metal and Bomb Detection)

Procurement and Access

- Authorized Buyers: Federal, state, and local government agencies (including law

Ask anything



GSA Advantage (.gov)

GS-07F-0430V Valid to JULY 31, 2029 (as amended)

GSA Contract Number: GS-07F-0430V. Valid to JULY 31, 2029 (as amended). COMPANY INFORMATION. Name: ICOR Technology Inc ...



GSA eLibrary (.gov)

icor technology inc - GSA eLibrary Contractor Information

Contract #: GS-07F-0430V. Contractor: ICOR TECHNOLOGY INC. Address: 935 AGES DR OTTAWA, ON K1G 6L3 CANADA. Call: 613-...



opkansas.civroweb.net

ICOR TECHNOLOGY INC. GSA Contract Number: GS-07F-0430V ...

* Point of Contact: Mr. Jack Vongdouangchanh, sales@icortechology.com. * UEI (Formerly DUNS):...



11 sites

SAM.gov

ICOR TECHNOLOGY INC • Active Registration

Entity Information

Expiration Date

May 12, 2027

Unique Entity ID CAGE/NCAGE

EGDNEF4N3NL4 L6265

Physical Address

935 Ages DR

Ottawa, On

K1G 6L3, Canada

Mailing Address

935 Ages DR.

Ottawa, On

K1G6L3, Canada

Purpose of Registration

All Awards

Version

Current Record



City of Nashua

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

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

June 10, 2026
Memo #26-184

TO: Mayor Donchess
Finance Committee

SUBJECT: Ballistic Protection Equipment in the amount not to exceed \$44,946 funded from General Fund/ 61- Supplies & Materials

Please see attached communications from Kevin F. Kerrigan, Deputy Fire Chief, dated June 3, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: 36 units of ballistic protection equipment to include vests, helmets and bags
Value: \$44,946
Department: 152 Fire Rescue
Vendor: Fire Tech and Safety
Fund: General 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

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

Regards,

Amy Girard
Purchasing Manager

Cc: K Conde
T Cummings



Nashua Fire Rescue
Administrative Office
177 Lake Street, Nashua, NH 03060
www.nashuafire.com

Kevin F. Kerrigan
Deputy Fire Chief
(603) 594-3645
FAX (603) 594-3654
KerriganK@NashuaNH.gov

To: Steve M. Buxton, Chief of Department
From: Kevin F. Kerrigan, Deputy Fire Chief
Subject: Recommendation for Purchase of Ballistic Protection Equipment for Frontline Apparatus Personnel
Date: June 3, 2026

Chief,

I am writing to recommend the purchase of ballistic protection equipment for all riding positions assigned to Nashua Fire Rescue frontline apparatus. This recommendation is based upon the evolving threat environment faced by fire and EMS personnel, lessons learned from recent critical incidents, and our commitment to providing the highest level of protection possible to our members while they serve the citizens of Nashua.

Providing ballistic protection to all riding positions will ensure that our personnel have the appropriate equipment available when responding to active threat incidents, mass casualty events, or any situation where violence may be a factor.

A quote received from Fire Tech & Safety provides equipment at a total cost of \$44,946.00. The quote includes:

- 36 Ballistic Plate Carriers – \$5,238.00
- 72 Ballistic Armor Core Threat Plates – \$17,640.00
- 36 Sets of Padded Shoulder Supports – \$576.00
- 36 Ballistic Helmets – \$19,440.00
- 36 Carry Bags – \$2,052.00

Total Project Cost: \$44,946.00

This investment would provide protection for all riding positions on frontline apparatus, ensuring that every company has immediate access to the equipment necessary to safely operate in hostile or uncertain environments. The equipment would be deployed as a cache on apparatus and integrated into our existing Active Threat Response, Tactical Emergency Casualty Care (TECC), and Unified Command training programs.

I respectfully recommend approval of this purchase and funding of the project in the amount of \$44,946.00.

Respectfully submitted,

Kevin Kerrigan
Deputy Fire Chief
Nashua Fire Rescue



Fire Tech & Safety
100 Business Park Dr #6
Tyngsborough, MA, 01879
Phone: (978) 649-6800
<https://firetechusa.com/>

Quote

Quote Nbr.: Q313981
Quote Date: 6/2/2026
Expiration Date: 6/17/2026
Customer ID: C000141
Created By: Brendon Gilchrist

BILL TO:

NASHUA, CITY OF-NH (FD)
FIRE RESCUE
229 MAIN STREET
NASHUA NH 03060

SHIP TO:

NASHUA, CITY OF-NH (FD)
70 EAST HOLLIS ST
NASHUA NH 03060

CUSTOMER P.O. NO.

EOY

TERMS

Net 30 Days

CONTACT

STEVE BUXTON

SHIP VIA

Best Way

ITEM	QTY.	PRICE	EXT PRICE
SURVIVAL ARMOR PLATE CARRIER W/ PLACARDS, " NASHUA FIRE" WHITE LETTERING ON BLACK VEST.	36.00	145.50	5,238.00
SURVIVAL ARMOR CYBERDYNE PLATE, 10X12	72.00	245.00	17,640.00
SURVIVAL ARMOR PADDED SHOULDERS (SET)	36.00	16.00	576.00
SURVIVAL ARMOR MID-CUT HELMET, BLACK, SIZING TBD.	36.00	540.00	19,440.00
SURVIVAL ARMOR CARRY BAG, COLOR BLACK	36.00	57.00	2,052.00
MASSACHUSETTS STATE CONTRACT PSE01	1.00	0.00	0.00

Total Weight (LB):

0

Total Volume (CFT):

0

Sales Total: 44,946.00

Freight & Misc.: 0.00

Less Discount: 0.00

Tax Total: 0.00

Total (USD): 44,946.00

NOTICE...One or more of the products listed above may contain PFAS, for the reason the equipment contains PFAS chemicals, and the specific PFAS chemicals in the product you must contact the manufacturer of the items.

Fire Tech & Safety Terms and Conditions: <https://firetechusa.com/FTSTAC.pdf>



City of Nashua

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

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

June 10, 2026
Memo #26-185

TO: Mayor Donchess
Finance Committee

SUBJECT: Replacement tires for fire apparatus in the amount not to exceed \$40,615.80 funded from General Fund/ 61- Supplies & Materials

Please see attached communications from Nicholas D. Stepney, Superintendent of Fleet Mechanics, dated June 9, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Replacement tires to outfit seven apparatus that includes 42 rear tires and 14 front tires
Value: \$40,615.80
Department: 152 Fire Rescue
Vendor: STTC-Service Tire Truck Centers
Fund: General 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

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

Regards,

Amy Girard
Purchasing Manager

Cc: N Stepney
K Conde
T Cummings



Nashua Fire Rescue
Fleet Mechanic
2 Conant Road, Nashua, NH 03062
www.nashuafire.com

Nicholas D. Stepney
Superintendent of
Fleet Mechanic
(603) 594-3655
StepneyN@NashuaNH.gov

To: Chief of Department Steve Buxton
From: Superintendent of Fleet Mechanic Nicholas D. Stepney
Date: June 9, 2026
RE: Apparatus Tire Purchase

Chief Buxton,

I am writing to request the purchase of a supply of tires for the apparatus. Tires take a lot of wear and tear throughout the year so replacement is needed.

The purchase is through a Cooperative Agreement and the vendor is STTC-Service Tire Truck Centers. This vendor is formally Maynard & Lesieur, who we have been doing business with for many years and are very pleased with the product and service.

This purchase is for 42 rear tires and 14 front tires, which will outfit seven apparatus. The purchase is for \$40,615.44

Having the new tires ensures the safety of our members and safety on the roads for the citizens of Nashua.

If you have any questions or concerns regarding this purchase please feel free to contact me.

Respectfully Submitted,

Nicholas D. Stepney
Superintendent of Fleet Mechanic



MICHELIN RETREADING
*24 HOUR ROAD SERVICE
www.sttc.com
FED EIN # 23-1689591

QUOTE

Quote #	Date & Time
26-0191260-052	06/09/26 2:58 PM

52-NASHUA - S.T.T.C.

Customer: 336218
NASHUA CITY FIRE DEPT
PO BOX 2019
NASHUA, NH 03061-2019

Bill:
NASHUA CITY FIRE DEPT

Customer Reference #		Quoted By:	Salesperson	Terms					
		RICHARD BRAGDON	RICHARD BRAGDON						
Line	Item Number	Description		U/M	Qty	Unit Price	FET	Extended	
1	40321	40321	W42565R225 MICH XZY3 L MIX23	EA	10	\$885.72	\$0.00	\$8,857.20	
2	53779	53779	W38565R225 MICH XZY3 J MIX22	EA	4	\$780.37	\$0.00	\$3,121.48	
3	51753	51753	M12R225 MICH XDN2 H LUG27	EA	18	\$614.04	\$0.00	\$11,052.72	
4	11073	11073	M12R225 MICH XWORKS Z H MIX24	EA	16	\$723.00	\$0.00	\$11,568.00	
5	64204	64204	M31580R225 MICH XWORKS Z L MIX24	EA	8	\$752.05	\$0.00	\$6,016.40	
Thank you for the opportunity to supply your tire needs.									
NH Govt Contract 2003506									
MERCHANDISE		\$40,615.80		LABOR		\$0.00			
Prices Valid For 30 Days or While Supplies Last									
Subtotal:								\$40,615.80	
0% Sales Tax:								\$0.00	
Freight:									
TOTAL:								\$40,615.80	



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

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

June 10, 2026
Memo #26-186

TO: Mayor Donchess
Finance Committee

SUBJECT: Building controls for Station 4 in the amount not to exceed \$94,500 funded from Bond/
54- Property Services

Please see attached communications from Adam Pouliot, Assistant Fire Chief, dated June 9, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: JCI Facility Explorer Building Management System to control the HVAC equipment
at Station 4
Value: \$94,500
Department: 152 Fire Rescue
Vendor: Viking Controls
Fund: Bond/ 54-Property 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 was issued and the following submissions were received:

Vendor	Location	Amount
Viking Controls	Nashua, NH	\$69,500
Energy Controls of NH	Hooksett, NH	\$95,389.07
Johnson Controls	Manchester, NH	\$226,540.80

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

Regards,

Amy Girard
Purchasing Manager

Cc: A Pouliot
K Conde
T Cummings



Nashua Fire Rescue
Administrative Offices
177 Lake Street, Nashua, NH 03060
www.nashuafire.com

Adam Pouliot
Assistant Fire Chief
Professional Standards
(603) 589-3475
PouliotA@NashuaNH.gov

To: Chief of Department Steve Buxton
From: Assistant Fire Chief Adam Pouliot
Date: June 9, 2026
RE: Building controls Station 4

Chief Buxton,

I am requesting permission to move forward with Viking Controls for the replacement of building controls for Station 4 at 70 East Hollis Street. The current KMC controllers that operate all of the HVAC equipment are obsolete and no longer serviceable. We have one controller that failed last year leaving a large portion of the building without heat or AC. Our only option at the time was to disconnect that HVAC unit from the main building controls and install a separate controller made by JCI. A second controller for an HVAC unit has failed over the winter and the unit is stuck in heat mode. This caused a run-away heat issue on the second floor requiring members to open windows during the winter to let excess heat out. This has resulted in a lot of wasted energy and excessive wear on our equipment.

Viking Controls has provided a quote for a new JCI Facility Explorer Building Management System. This is widely considered a strong, highly reliable building automation system. Because it is built on the industry-standard Tridium Niagara framework, it is highly flexible, open, and supports integration with hardware and software from many different manufacturers. Unlike some highly proprietary platforms, the underlying Niagara architecture means Facility Explorer can be serviced, expanded, and maintained by a variety of independent system integrators, protecting you from vendor lock-in.

This quote does not include replacement of field devices such as:

- Temperature sensors, relays and current sensors.
- Humidity sensors
- Actuators
- Control Valves
- CO Sensors
- NO2 Sensors

This is in line with the other quotes which also will reuse existing field devices. Based on the fact that portions of the systems have been non-functioning for a while and there is no ability to test field devices for functionality, I would request to add a \$25,000 contingency. This would bring the project total to \$94,500.

If you have any questions or concerns regarding this purchase please feel free to contact me.

Respectfully Submitted,

Adam Pouliot
Assistant Fire Chief

QUOTATION

To:	Nashua, City of
Attn:	Adam Pouliot
Tel:	
Email:	AdamP@nashuanh.gov

From:	Karl Maseng
Date:	6/1/2026
Quotation #:	26-0190

Project Name: Nashua Fire Station 4

Description of Work:

Viking Controls will provide JCI Facility Explorer Building Management System to upgrade existing KMC controls. This will include the following:

BMS Front-End (1):

- New JCI FX90
- New Desktop Computer
- Installation
- Programming

Boiler Room (1):

- New CGM09090 and XPM09090 Controllers
- Installation
- Programming
- Commissioning
- Existing field devices to be reused - temperature sensors, relays, and current sensors.

MAU/EF (1):

- New CGM09090 and XPM09090 Controllers
- Installation
- Programming
- Commissioning
- Existing field devices to be reused - temperature sensors, humidity sensor, actuators, relays, current sensors, CO Sensors, and NO2 Sensors.

Radiant Floor (1):

- New CGM09090 Controller
- New thermostats
- Installation
- Programming
- Commissioning
- Existing field devices to be reused - temperature sensors, relays, and current sensors.

HVAC/ACCU/ERU (4):

- New CGM09090 Controller
- New thermostat
- Installation
- Programming
- Commissioning
- Existing field devices to be reused - temperature sensors, humidity sensors, actuators, relays, current sensors, and control valves.

FTR/Radiant Panels (7):

- New CGM09090 Controller
- New thermostats
- Installation
- Programming
- Commissioning
- *Existing field devices to be reused - control valves.*

Operations:

- Control Drawings
- Programming
- Commissioning
- Graphics
- Training
- Report for recommended improvements once commissioning is complete.
- Warranty

This Complete Price Will Be: \$69,500.00

This Price Does Not Include (FBO= Furnished by Others):

- Power Wiring.
- Motor starters or VFD's.
- Smoke detectors, smoke/fire dampers or fire alarm wiring.
- Premium Time.
- Replacement or repair of existing controls not listed above.

We are pleased to submit the above quotation for your consideration. Should you place an order be assured it will receive our prompt attention. This quotation is subject to the conditions as noted and is valid for 30 days. Thereafter, it is subject to change without notice.

Accepted:_____ Date:_____

Please sign and return acceptance when ordering

THANK YOU FOR YOUR BUSINESS.



5 Eastpoint Drive unit 3, Hooksett, NH, USA
603-854-2402

Number 5067
Date 02/25/2026

Sold to

Nashua Fire Department
Adam Pouliot
70 E Hollis St, Nashua, NH 03060, USA
Nashua, NH, 03060
United States

Ship to

70 E Hollis St
Nashua, NH 03060, USA

Prepared by

Sam Wiggin
6038542402
sam.wiggin@ec-nh.com

Phone**Phone**

Qty	Description	Unit Price	Ext. Price
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1 **Proposal Scope of Work:**

KMC TotalControl Frontend Replacement

Upgrade to Tridium Niagara JACE 9000 Platform

1. Project Overview

Energy Controls of NH will remove the existing KMC TotalControl front-end and replace it with a new Tridium Niagara JACE 9000 controller to serve as the building automation system (BAS) supervisory controller.

The existing field-level KMC controllers will remain in place and be integrated into the new Niagara platform.

This upgrade will modernize the building's user interface, improve remote accessibility, enhance long-term serviceability, and provide an open, non-proprietary system architecture.

2. Demolition & Removal

- Disconnect and remove existing KMC TotalControl front-end hardware and associated components.
- Preserve existing field controller network wiring where feasible.
- Coordinate shutdown to minimize disruption to building operations.

3. New Supervisory Controller

Energy Controls of NH will provide and install:

- (1) Tridium Niagara JACE 9000 controller
- Required power supply and enclosure (if required)



- Network integration to existing building Ethernet infrastructure (by others unless noted)
- Licensing sized appropriately for existing device count
- Current Niagara 4 platform with secure configuration

The JACE 9000 will serve as the new supervisory controller for all existing KMC field devices.

4. Integration of Existing KMC Controllers

- Integrate all existing KMC controllers into Niagara.
- Configure communication drivers and network trunks.
- Verify online status and point mapping.
- Confirm proper communication and data integrity.

Any non-communicating or failed field controllers will be identified and reported. Replacement of failed controllers is excluded unless specifically noted.

5. Graphics & User Interface Development

Energy Controls of NH will provide a complete new user interface including:

Equipment Graphics

- Custom equipment graphics for all existing KMC-controlled systems.
- Real-time values displayed clearly.
- Command and status indicators.
- Alarm indicators and navigation links.
- Logical layout for technician-friendly troubleshooting.

Floor Plan Graphics

- Building floor plan graphics for all controlled areas.
- Interactive zone indicators.
- Color-coded temperature and status visualization.
- Direct navigation to associated equipment.

All graphics will follow ECNH programming standards:

- Clearly labeled points
- Clean layout
- Intuitive navigation
- Maintainable structure for future service

6. Alarm Configuration

- Configure alarm routing within Niagara.
- Establish alarm thresholds based on existing sequences (or customer-provided standards).
- Provide alarm acknowledgment functionality.
- Email alarm notification setup (if SMTP information

provided).

7. Remote Access

System will be configured to allow secure remote access via Tosibox hardened firewall. Customer will be responsible for internet connection to Tosibox.

8. Database & Documentation

- Niagara station backup provided at project completion.
- As-built controller database.
- Graphics navigation map.
- License documentation.
- Device count documentation for future expansion planning.

9. Startup & Commissioning

Energy Controls of NH will:

- Verify all devices are online.
- Verify point functionality and control commands.
- Confirm graphics operation.
- Confirm alarm functionality.
- Review system operation with owner representative.

10. Training

Provide on-site owner training (up to ____ hours) covering:

- System navigation
- Alarm acknowledgment
- Scheduling
- Basic trend viewing
- Graphic navigation

4 Replacement of KMC BAC-5802 Controllers Serving HVAC-1, 2, 3, 4, ACCU-2, 3, 4, 5, ERU-1, and 2

1. Overview

Energy Controls of NH will remove and replace the existing KMC BAC-5802 controller currently serving **HVAC-1, 2, 3, 4, ACCU-2, 3, 4, 5, ERU-1, and 2** with a new Honeywell Optimizer BACnet MS/TP controller.

The new controller will assume full control of HVAC-1 and will be fully integrated into the new Tridium Niagara JACE 9000 supervisory platform.

This upgrade will modernize the control platform, improve long-



term reliability, and align the system with open BACnet standards for future serviceability.

2. Demolition & Removal

- Disconnect and remove existing KMC BAC-5802 controllers serving **HVAC-1, 2, 3, 4, ACCU-2, 3, 4, 5, ERU-1, and 2.**
- Label and document all existing field wiring prior to removal.
- Preserve all reusable wiring.
- Remove associated relays if required.
- Properly dispose of removed controller hardware.

3. New Controller Installation

Energy Controls of NH will provide and install:

- (1) Honeywell Optimizer BACnet MS/TP controller
- Required mounting hardware
- 24V control transformer (reuse existing if suitable)

Controller will be installed in accordance with BACnet MS/TP best practices.

4. Field Device Reconnection – HVAC-1, 2, 3, 4, ACCU-2, 3, 4, 5, ERU-1, and 2

The new controller will be wired to assume control of the following **HVAC-1, 2, 3, 4, ACCU-2, 3, 4, 5, ERU-1, and 2** components (as indicated in provided drawings):

Inputs

- Supply fan status (current switch)
- ERU fan status (if interlocked)
- Discharge air temperature sensor
- Return air temperature sensor
- Return air humidity sensor
- Freeze-stat
- Smoke detector interlock
- ACCU status (if applicable)

Outputs

- Supply fan enable (via fan starter relay)
- ERU fan enable (if applicable)
- Outside air damper actuator
- Exhaust air damper actuator
- Hot water control valve (modulating)
- Radiation control valve (rooms 102, 131, 206, 220)
- ACCU enable (if interlocked)

All existing field devices will remain unless otherwise noted.

5. Programming & Sequence Implementation



Energy Controls of NH will:

- Develop new control logic for **HVAC-1, 2, 3, 4, ACCU-2, 3, 4, 5, ERU-1, and 2** within the Honeywell Optimizer controller.
- Implement the existing sequence of operation.
- Program supply fan enable/disable logic.
- Configure outside air damper control and minimum position.
- Program heating coil modulation based on discharge air temperature.
- Integrate freeze-stat safety shutdown.
- Integrate smoke shutdown interlock.
- Configure ERU interlocks (if applicable).
- Map radiation valve control.
- Configure ACCU enable logic (if applicable).

All programming will follow ECNH standards:

- Clearly labeled logic blocks
- Descriptive point naming conventions
- Structured, maintainable programming
- Future technician readability

6. Integration into Niagara JACE 9000

- Map all **HVAC-1, 2, 3, 4, ACCU-2, 3, 4, 5, ERU-1, and 2** points into Niagara.
- Update **HVAC-1, 2, 3, 4, ACCU-2, 3, 4, 5, ERU-1, and 2** equipment graphics.
- Update floor plan graphics as required.
- Configure alarms for:
 - Fan failure
 - Freezestat trip
 - Smoke shutdown
 - Temperature alarms
- Configure scheduling (if required)

7. Startup & Commissioning

Energy Controls of NH will:

- Verify all inputs and outputs.
- Confirm proper fan operation.
- Confirm damper stroke and direction.
- Confirm hot water valve modulation.
- Confirm radiation valve control.
- Test safeties and interlocks.
- Verify operation through Niagara graphics.
- Review system operation with owner representative.

1 Replacement of KMC BAC-5831 Controller Serving Boiler Plant

1. Overview

Energy Controls of NH will remove and replace the existing KMC BAC-5831 controller currently serving **Boiler Plant** with a new Honeywell Optimizer BACnet MS/TP controller.

The new controller will assume full control of **Boiler Plant** and will be fully integrated into the new Tridium Niagara JACE 9000 supervisory platform.

This upgrade will modernize the control platform, improve long-term reliability, and align the system with open BACnet standards for future serviceability.

2. Demolition & Removal

- Disconnect and remove existing KMC BAC-5831 controller serving **Boiler Plant**.
- Label and document all existing field wiring prior to removal.
- Preserve all reusable wiring.
- Remove associated relays if required.
- Properly dispose of removed controller hardware.

3. New Controller Installation

Energy Controls of NH will provide and install:

- (1) Honeywell Optimizer BACnet MS/TP controller
- Required mounting hardware
- 24V control transformer (reuse existing if suitable)

Controller will be installed in accordance with BACnet MS/TP best practices.

4. Field Device Reconnection – Boiler Plant

The new controller will be wired to assume control of the following **Boiler Plant** components (as indicated in provided drawings):

Inputs

- HWS Temp
- HWR Temp
- Boiler 1 Alarm

- Boiler 2 Alarm
- Pump 1 Sts
- Pump 2 Sts
- Pump 3 Sts
- Pump 4 Sts
- Common Alarm
- Outside Air Temp
- M1 Temp
- M2 Temp
- M3 Temp
- M4 Temp

Outputs

- Boiler 1 Enable
- Boiler 2 Enable
- Boiler 1 Firing Rate
- Boiler 2 Firing Rate
- Pump 1 Cmd
- Pump 2 Cmd
- Pump 3 Cmd
- Pump 4 Cmd
- Pump 9 Cmd
- Pump 10 Cmd
- Pump 11 Cmd
- Pump 12 Cmd

All existing field devices will remain unless otherwise noted.

5. Programming & Sequence Implementation

Energy Controls of NH will:

- Develop new control logic for Boiler Plant within the Honeywell Optimizer controller.
- Implement the existing sequence of operation.
- Program warm weather shutdown, hot water reset, pump lead/lag control with alarm notifications

All programming will follow ECNH standards:

- Clearly labeled logic blocks
- Descriptive point naming conventions
- Structured, maintainable programming
- Future technician readability

6. Integration into Niagara JACE 9000

- Map all Boiler Plant points into Niagara.
- Update Boiler Plant equipment graphics.

- Configure alarms for:
 - Boiler trips
 - Pump failures
 - Low Water Temp

7. Startup & Commissioning

Energy Controls of NH will:

- Verify all inputs and outputs.
- Confirm proper boiler and pump operation.
- Test safeties and interlocks.
- Verify operation through Niagara graphics.
- Review system operation with owner representative.

1 Replacement of Existing KMC BACnet Controllers Serving MUA-1 and Exhaust Fan Systems

Based on Attached Control Drawings

1. Overview

Energy Controls of NH will remove and replace the existing KMC BACnet controllers currently serving MUA-1 (Make-Up Air Unit) and associated Exhaust Fan (EF) systems as shown on the attached control drawings.

The existing KMC BACnet controllers will be upgraded utilizing new Honeywell Optimizer BACnet MS/TP controllers integrated into a new Tridium Niagara JACE 9000 supervisory platform.

This upgrade will modernize the control system, improve long-term reliability, simplify future serviceability, and align the building with open BACnet standards.

2. Demolition & Removal

Energy Controls of NH will:

- Disconnect and remove existing KMC BACnet controllers serving:
 - MUA-1
 - Exhaust Fans EF-1 through EF-4

- Associated CO/NO2 monitoring integration
- Label and document existing field wiring prior to removal.
- Preserve all reusable wiring wherever practical.
- Remove associated relays and transformers if required.
- Properly dispose of removed control hardware.

3. New Controller Installation

Energy Controls of NH will provide and install:

- Honeywell Optimizer BACnet MS/TP controllers as required
- Required control transformers (reuse existing where suitable)
- Required relays and mounting hardware
- BACnet MS/TP communication trunk modifications as required

Controllers will be installed in accordance with BACnet MS/TP best practices and ECNH installation standards.

4. Field Device Reconnection – MUA-1

Based on the attached drawings, the new controller system will reconnect and assume control of the following existing MUA-1 components and field devices:

Inputs

- Outside air temperature sensor
- Outside air humidity sensor
- Discharge air temperature sensor
- Carbon monoxide transmitters
- Smoke detector interlock
- MUA fan status
- Existing field interlocks from packaged MUA control panel

Outputs

- MUA fan enable/start command
- MUA heat stage enable outputs
- Outside air damper actuator
- Outside air damper enable
- Associated relay outputs

All existing field devices shall remain unless otherwise noted.

5. Field Device Reconnection – Exhaust Fan Systems

The new control system will reconnect and assume control of the following Exhaust Fan system components as shown on the drawings:

Inputs

- Exhaust fan current switches/status
- Exhaust fan HOA/Auto status
- NO2 transmitter inputs
- Smoke alarm interlock
- Lab switch input (where applicable)
- Room thermostat input for EF-4

Outputs

- Exhaust fan enable/start commands for:
 - EF-1
 - EF-2
 - EF-3
- Associated relay outputs

Existing power wiring, motor starters, and service switches shall remain unless specifically noted.

6. Programming & Sequence Implementation

Energy Controls of NH will:

- Develop new control logic within the Honeywell Optimizer controllers.
- Implement the existing sequence of operation based on field verification and available documentation.
- Program MUA fan enable and heating stage sequencing.
- Configure outside air damper control.
- Configure exhaust fan enable logic.
- Program CO and NO2 ventilation control sequences.
- Integrate smoke shutdown safeties.
- Configure occupied/unoccupied scheduling operation where applicable.
- Integrate BACnet communications to the Niagara supervisory platform.

All programming will follow ECNH standards including:

- Clearly labeled programming logic
- Descriptive point naming conventions
- Structured, maintainable programming
- Future technician readability
- Consistent alarm and trend configuration

7. Integration into Niagara JACE 9000

Energy Controls of NH will:

- Map all new control points into Niagara.
- Configure BACnet integration between field controllers and JACE 9000.

- Develop or update equipment graphics.
- Configure alarms for:
 - Fan failure
 - Smoke shutdown
 - High CO levels
 - High NO2 levels
 - Temperature alarms
- Configure scheduling where required.
- Configure trending for critical control points.

8. Startup & Commissioning

Energy Controls of NH will:

- Verify all controller inputs and outputs.
- Confirm proper MUA fan operation.
- Verify heating stage sequencing.
- Confirm proper outside air damper operation and stroke direction.
- Verify exhaust fan operation and status feedback.
- Verify CO and NO2 control operation.
- Test smoke shutdown interlocks.
- Confirm BACnet communications.
- Verify operation through Niagara graphics.
- Review system operation with owner representative.

8 Replacement of Existing KMC BACnet Controllers Serving FTR/Radiant Panels, CUH's, and Unit Heaters

Based on Attached Control Drawings

1. Overview

Energy Controls of NH will remove and replace the existing KMC BACnet controllers currently serving the FTR/Radiant Panel systems, Cabinet Unit Heaters (CUH's), and Unit Heaters (UH's) as shown on the attached control drawings.

The existing KMC control system will be upgraded utilizing new Honeywell Optimizer BACnet MS/TP controllers integrated into a new Tridium Niagara JACE 9000 supervisory platform.

This upgrade will modernize the control platform, improve long-term reliability, simplify future serviceability, and align the building

with open BACnet standards.

2. Demolition & Removal

Energy Controls of NH will:

- Disconnect and remove existing KMC BACnet controllers serving:
 - FTR/Radiant Panel systems
 - CUH systems
 - Unit Heater systems
- Label and document existing field wiring prior to removal.
- Preserve all reusable wiring wherever practical.
- Remove associated relays and transformers if required.
- Properly dispose of removed control hardware.

3. New Controller Installation

Energy Controls of NH will provide and install:

- Honeywell Optimizer BACnet MS/TP controllers as required
- Required control transformers (reuse existing where suitable)
- Required relays and mounting hardware
- BACnet MS/TP communication trunk wiring modifications as required

Controllers will be installed in accordance with BACnet MS/TP best practices and ECNH installation standards.

4. Field Device Reconnection – FTR / Radiant Panel Systems

Based on the attached drawings, the new controllers will be reconnected to the following existing field devices and control points:

Inputs

- Existing room temperature sensors
- Room setpoint adjustments (where existing)
- Radiant panel temperature sensors (if existing)

Outputs

- Hot water valve control
- Radiation control valves
- Ceiling radiant panel control valves
- Associated relay outputs

All existing field devices shall remain unless otherwise noted.

5. Field Device Reconnection – Cabinet Unit Heaters (CUH)

The new control system will reconnect and assume control of the following CUH components as shown on the drawings:

Inputs

- Existing return air thermostat
- Aquastat status/interlock

Outputs

- Hot water valve control

Existing line voltage fan control and safeties shall remain by others unless specifically noted.

6. Field Device Reconnection – Unit Heaters (UH)

The new control system will reconnect and assume control of the following UH components as shown on the drawings:

Inputs

- Existing thermostat
- Aquastat status/interlock

Outputs

- Hot water valve control
- Fan enable interlock (where applicable)

Existing power wiring and service switches shall remain by others.

7. Programming & Sequence Implementation

Energy Controls of NH will:

- Develop new control logic within the Honeywell Optimizer controllers.
- Implement the existing sequence of operation based on field verification and available documentation.
- Program room temperature control loops.
- Configure hot water valve modulation/control.
- Integrate aquastat safety operation.
- Configure occupied/unoccupied control operation where applicable.
- Integrate BACnet communications to the Niagara supervisory platform.

All programming will follow ECNH standards including:

- Clearly labeled programming logic
- Descriptive point naming conventions
- Structured, maintainable programming
- Future technician readability

- Consistent alarm and trend configuration

8. Integration into Niagara JACE 9000

Energy Controls of NH will:

- Map all new control points into Niagara.
- Configure BACnet integration between field controllers and JACE 9000.
- Develop or update equipment graphics.
- Configure alarm monitoring as applicable.
- Configure scheduling where required.
- Configure trending for critical control points.

9. Startup & Commissioning

Energy Controls of NH will:

- Verify all controller inputs and outputs.
- Confirm proper valve operation and stroke direction.
- Verify room temperature control operation.
- Verify aquastat and safety interlocks.
- Confirm BACnet communications.
- Verify operation through Niagara graphics.
- Review system operation with owner representative.

10. Exclusions

Unless specifically noted, the following are excluded:

- Mechanical repairs to heating equipment
- Hydronic balancing services
- Electrical service upgrades beyond required control power
- Replacement of existing valves or actuators unless failed
- Sequence redesign beyond existing operation
- After-hours work unless specifically noted
- IT network infrastructure or owner network configuration

EXCLUSIONS:

The following items are not included in this Scope of Work:

Any new field controllers, sensors, or wiring beyond those explicitly listed.

Network infrastructure or IT configuration outside of Tosibox setup.

Mechanical or electrical work not directly related to the automation scope.

Labor Hours: Proposal is based on work performed during normal business hours, Monday through Friday, 7:00 AM to 4:30 PM. Off-hours work, if required, will be billed separately.

Scope Limitation: Only work specifically listed in this proposal is included. ECNH is happy to provide pricing for additional work upon receipt of a detailed scope.

Background Checks: Employee background checks are not included. If required, additional charges will apply.

Conduit for Block/Masonry Walls: All conduit associated with block or masonry construction is assumed to be surface-mounted or in-wall rough-in by others.

Wiring Methods: All low-voltage wiring outside of mechanical rooms has been quoted as soft cable above ceilings. If EMT or alternate routing is required, please request updated pricing.

Phased Work: This proposal assumes a single-phase project. If phased delivery is required, please request revised pricing.

Demolition: Any demolition not specifically included in the description of work is excluded.

Pneumatics: All pneumatic system demolition is by others.

Elevator Shaft Work: All ventilation or cooling work related to elevator shafts is excluded and assumed to be by others.

Life Safety Integration: All control or power wiring related to life safety systems, including control of smoke control systems, is excluded.

Bonding: No performance or payment bonds are included in this proposal.

Liquidated Damages: ECNH does not accept contract terms that include liquidated damages.

Fire Alarm: Fire alarm systems are by others. ECNH includes only the required interlock wiring. Duct smoke test switches are to be furnished and installed by others.

Specialty Cables: Mineral insulated cable (MI), Circuit Integrity (CI) cable, and associated installation or procurement are excluded.

Fiber Optic Cabling: Fiber optic cabling and patch panels are excluded and assumed to be provided and installed by others.

Customer LAN Networking: Building network connectivity is by others.

General Construction: All cutting, patching, painting, core drilling, and foundation penetrations are by others.

120V Power: All 120VAC power for controls and associated devices is to be provided by others.

Site Access: Proposal assumes on-site storage and office space (if needed) will be provided at no cost to ECNH.

Asbestos Abatement: Any asbestos-related work, including penetrations into materials containing asbestos (e.g., for conduit supports), is by others. Project delays due to asbestos issues are considered billable extras.

WARRANTYS:

Energy Controls of NH, LLC warrants the workmanship and materials provided under this Scope of Work to be free from defects for a period of one (1) year from the date of installation. This warranty applies solely to the systems and devices installed by ECNH as part of this specific Scope of Work.

This warranty does not cover pre-existing equipment, components not provided or installed by ECNH, or any

devices outside the scope of this installation. It does not extend or modify any manufacturer warranties or existing system warranties to which this work is connected.

PRICE SECTION DISCLAIMER:

All pricing listed in this proposal is valid for 30 days from the bid date shown above. Unless otherwise noted, payment terms are Net 30 from the date of invoice.

1. All equipment will be invoiced at the time of departure from the factory. Quoted prices do not include in/out or loading charges. This quote reflects only the equipment and quantities explicitly listed and does not include any special items, accessories, or services beyond those specifically detailed in the proposal.

TERMS:

Energy Controls of NH, LLC ("ECNH") will provide the services and materials outlined in the attached proposal, in accordance with the following Terms and Conditions, for the agreed-upon sum. These Terms and Conditions are incorporated into and form a binding part of the agreement between ECNH and the Customer (the "Agreement").

Terms and Conditions

1. **Access and Scheduling:** Customer agrees to provide ECNH with free and timely access to all necessary work areas and equipment, including the ability to start and stop equipment as required to perform services. Unless otherwise specified, all work under this Agreement will be performed during ECNH's standard business hours (Monday–Friday, 7:00 AM to 4:30 PM).
2. **Warranty:** ECNH warrants that the workmanship provided under this Agreement shall be free from defects for a period of three hundred sixty-five (365) days from the date of installation. For any defective parts or equipment provided, ECNH will extend to Customer any manufacturer warranty rights available. Labor for removal and reinstallation of any warranty-covered equipment or material shall be at Customer's expense and at current ECNH rates.
3. **Disclaimer:** ECNH makes no other warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose.
4. **Billing and Payment Terms:** ECNH may invoice Customer monthly. All invoices are due within ten (30) days of receipt. Invoices not paid within thirty (30) days will be subject to a late fee of 1.5% per month or the maximum rate allowed by law, compounded monthly. ECNH reserves the right to suspend work and/or cancel this Agreement if payment becomes more than thirty (30) days past due. If canceled, the full remaining contract value becomes immediately due and payable.
5. **Taxes:** Customer is responsible for all applicable taxes on materials, labor, and services provided under this Agreement.
6. **Changes in Scope:** Any deviation from the described scope of work—such as changes in materials, labor, or additional services—will be considered a Change Order and billed separately either at a negotiated fixed price or on a time-and-material basis at ECNH's current rates.
7. **Legal Recovery:** In the event ECNH must initiate legal action to recover any unpaid balances under this Agreement, Customer agrees to pay all legal fees, court costs, and associated expenses incurred by ECNH.
8. **Limitation of Liability:** Customer's sole remedy for any ECNH breach—including any workmanship or warranty issues—is for ECNH to re-perform the services or, if that is not possible, refund the portion of the Agreement paid by Customer directly related to the defective work.
9. **Limitation:** ECNH's liability will not exceed the fees paid by Customer under this Agreement. ECNH shall not be liable for any incidental, consequential, indirect, special, or punitive damages, including loss of profit or business interruption, even if advised of the possibility. Any legal action against ECNH must be initiated within one (1) year of the date services were performed.
10. **Force Majeure:** ECNH shall not be liable for delays or damages due to events beyond its control, including but not limited to: labor disputes, supplier delays, equipment failures, governmental actions, severe weather, natural disasters, or acts of terrorism or war.

11. **Indemnification:** To the fullest extent permitted by law, Customer agrees to indemnify and hold harmless ECNH, its employees, and agents from any and all claims, liabilities, losses, and expenses (including attorney's fees) arising from Customer's acts or omissions, or those of any parties under Customer's control.
12. **Third-Party Liability:** ECNH's obligations under this Agreement are solely to the Customer. ECNH assumes no duties or responsibilities to any third party (e.g., Customer's employees, subcontractors, vendors, or clients). Customer agrees to indemnify and hold ECNH harmless from any third-party claims arising from the services rendered under this Agreement.
13. **Independent Contractor:** Each party shall operate as an independent contractor. Nothing in this Agreement shall be interpreted to establish a joint venture, partnership, agency, or employment relationship between ECNH and Customer.

SubTotal	\$ 95,039.07
Tax	\$ 350.00
Shipping	\$ 0.00
Total	\$ 95,389.07



E Hollis Fire - Controls Upgrade 2026
Quote Prepared by Andrew Keller
10/24/2025



PROPOSAL

Account Information

Bill To: CITY OF NASHUA
CENTRAL PURCHASING 229 MAIN ST - C.S. 2019
NASHUA NH
USA 03061

Quote Reference Number: 1-1QOO6XB1

Project Name: E Hollis Fire - Controls Upgrade 2026

Site: NASHUA FIRE STATION
177 LAKE ST
NASHUA NH 03060-4402

Branch Info: JOHNSON CNTRL MANCHESTER NH PORTLAND ME CB - 0N63

Attn: Project Coordinator

Customer Information

Name: Project Coordinator

This proposal is hereby accepted and Johnson Controls, Inc. ("JCI" or "Johnson Controls") is authorized to proceed with the work, subject to credit approval by Johnson Controls, Milwaukee, WI.

We propose to furnish the materials and/or perform the work below for the net price of: \$226,540.80. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

This proposal is valid through: 11/23/2025

Nashua Fire

Signature: _____
Name: _____
Title: _____
Date: _____
PO: _____

Johnson Controls Inc.

Signature: _____
Name: _____
Title: _____
Date: _____

Proposal Overview

Benefits/Scope of Work:

The Johnson Controls proposes to provide and install a complete BAS controls system to replace the current controls system. Currently the building controls are unable to be manipulated from the front end, which has resulted in wasted energy as well as discomfort in both heating and cooling seasons. The intent is to provide a fully functioning BAS to enable local control over the HVAC system in the fire station.

- This quote provides ADS server software with 3yr subscription, graphics, a supervisory controller, new equipment controllers, temperature sensors, new radiation valves with installation of new valves, CO and NO2 sensors, electrical labor to install and wire, and as-built drawings.
- System will be installed with all components wired, followed by full programming of devices and schedules created.
- The new BAS system will be checked for functionality.

Note: This project has been submitted to NH Saves and will be reviewed with their engineers for discount potential. NH Saves may reach out directly for further information from Nashua Fire or their IT contact

Note: This proposal does not include a VM server with Software, Server, or Local PC. A device to access the front end will be required for manipulation of the system outside of the initial programming. Johnson Controls would like to setup a call with the IT department for the Fire Station to review the requirements and discuss how they want the system to be accessed

Exclusions:

1. Labor or material not specifically described above is excluded from this proposal.
2. Unless otherwise stated, any and all overtime labor is excluded from this proposal.
3. Applicable taxes or special freight charges are excluded from this proposal.
4. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.
5. VM server and software, Server or local PC, Ethernet drop for SNE and any windows software.

CUSTOMER ACCEPTANCE:

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Total sell price is contingent upon the following billing and payment terms: For most Agreements where the proposal amount exceeds \$5,000 (USD or CAD as applicable), Customer agrees to pay Johnson Controls an upfront deposit of 30% or more due NET 30 from date of invoice. Alternatively, for Agreements where the proposal price exceeds \$5,000 Customer may pay Johnson Controls in full NET 10 from date of invoice in exchange for an immediate 2% discount on the total sale price. Johnson Controls is not required to commence work until any agreed to advance payments are received. If Customer is unwilling to agree to either option above for proposals exceeding \$5,000 (if presented), please advise your Johnson Controls representative immediately and a new, repriced proposal will need to be issued to Customer. All invoices will be delivered via email and paid via ACH/EFT bank transfer, with payment due NET 30 (unless Customer has made full payment NET 10 in exchange for a 2% discount). Johnson Controls' ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

To ensure that Seller is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing: ☐ NO: This signed contract satisfies requirement

☐ YES: Please reference this PO Number: _____

AR Invoices are accepted via e-mail: ☐ YES: E-mail address to be used: _____

☐ NO: Please submit invoices via mail ☐ NO: Please submit via _____

(IMPORTANT): "JCI" or "Johnson Controls" shall mean Johnson Controls, Inc. for work performed in the U.S.A. and Johnson Controls Canada LP for work performed in Canada. These terms and conditions are an integral part of JCI's offer and form the basis of any agreement (the "Agreement") resulting from JCI's proposal for the goods and/or services described. All work is to be performed Monday through Friday during normal JCI business hours unless otherwise noted, and JCI is authorized to proceed with the work; subject, however, to credit approval by JCI.

TERMS AND CONDITIONS (Rev. 12.12.2024)

By accepting this proposal, Customer agrees to be bound by the following terms and conditions:

1. SCOPE OF WORK. This proposal is based upon the use of straight time labor only. Plastering, patching, and painting are excluded. Disinfecting of chiller condenser and cooling tower water systems and components for biohazards, such as but not limited to Legionella, are excluded unless otherwise specifically stated in this Agreement. In-line duct and piping devices, including, but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by JCI, shall be distributed and installed by others under JCI's supervision but at no additional cost to JCI. Customer agrees to provide JCI with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. JCI agrees to keep the job site clean of debris arising out of its own operations. Customer shall not back charge JCI for any costs or expenses without JCI's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this Agreement, JCI's obligations under this Agreement expressly exclude any language or provision of the Agreement elsewhere contained which may authorize or empower the Customer to change, modify, or alter the scope of work or services to be performed by JCI and shall not operate to compel JCI to perform any work relating to Hazards or Biohazards, such as but not limited to Legionella, without JCI's express written consent.

2. INVOICE AND PAYMENTS. JCI may invoice Customer monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Customer shall pay JCI an advance payment which shall be credited against the final payment (but not any progress payment) due hereunder. Unless otherwise agreed to by the parties in writing, payments are due Net thirty (30) days from the date of the invoice. Such payment is a condition precedent to JCI's obligation to perform any work under this Agreement. If JCI consents to payment by credit card in lieu of EFT/ACH, JCI may charge additional fees. Invoices shall be paid by Customer via EFT/ACH. Invoicing disputes must be identified in writing by Customer within 21 days of the date of the invoice. Payment of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice; it is material to JCI and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute. Customer will pay all of JCI's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Lien waivers will be furnished upon request, as the work progresses, to the extent payments are received.

Customer shall provide financial information requested by JCI to verify Customer's ability to pay for goods or services. If Customer fails to provide financial information or if JCI, in its reasonable discretion questions Customer's ability or willingness to make payments when due (JCI may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies JCI may have against Customer. JCI shall provide Customer with advance written notice of changes to payment terms.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of JCI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, JCI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.

4. EQUIPMENT WARRANTY. JCI warrants that equipment manufactured or labeled by JCI shall be free from defects in material and workmanship arising from normal usage for a period of one year. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not installed by JCI shall be borne by Customer. These warranties shall not extend to any equipment that has been abused, altered, misused or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty date decals have been removed or altered. Customer must promptly report any failure of the equipment to JCI in writing. Unless agreed to in writing by the parties, any technical support, assistance, or advice ("Technical Support") provided by JCI, such as suggestions as to design use and suitability of the equipment and products for the Customer's application, is provided in good faith, but Customer acknowledges and agrees that JCI is not the designer, engineer, or installer of record. Any Technical Support is provided for informational purposes only and shall not be construed as a representation or warranty, express or implied, concerning the proper selection, use, and/or application of the equipment and products. Customer assumes exclusive responsibility for determining if the equipment and products supplied by JCI are suitable for its intended application and all risk and liability, whether based in contract, tort or otherwise, in connection with its application and use of the equipment and products.

5. LIMITED WARRANTY. JCI warrants its workmanship or that of its agents (Technicians) in relation to installation of equipment for a period of ninety (90) days from date of installation. Customer shall bear all labor costs associated with replacement of failed equipment still under JCI's equipment warranty or the original manufacturer's warranty, but outside the terms of this express labor warranty. All warranty labor shall be executed on normal business days during JCI normal business hours. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused in any way, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE. UNDER NO CIRCUMSTANCES SHALL JCI BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO ANY DEFECT IN MATERIAL OR WORKMANSHIP OF EQUIPMENT OR THE PERFORMANCE OF SERVICES. JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

6. LIABILITY. To the maximum extent permitted by law, in no event shall JCI and its affiliates and their respective personnel, suppliers and vendors ("JCI Parties") be liable to you or any third party under any cause of action or theory of liability even if advised of the possibility of such damages, for any: (a) special, incidental, consequential, punitive, or indirect damages; (b) lost profits, revenues, data, customer opportunities, business, anticipated savings, or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. In any case, the entire aggregate liability of the JCI Parties under this proposal for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) shall be limited to the amounts payable to JCI hereunder.

7. FAR. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

8. TAXES. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to JCI and the applicable taxing authorities. If JCI is required to pay any such Taxes or other charges, Customer shall reimburse JCI on demand. If any such exemption certificate is invalid, then Customer will immediately pay JCI the amount of the Taxes, plus penalties and interest.

9. DELAYS. JCI shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond JCI's control, including but not limited to; acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Customer, Owner, or other Contractors or delays caused by suppliers or subcontractors of JCI, etc.

10. COMPLIANCE WITH LAWS. JCI shall comply with all applicable federal, state, and local laws and regulations, and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits a permanent nature shall be procured and paid for by the Customer.

11. PRICING. JCI may increase prices upon notice to the Customer to reflect increases in material and labor costs. Prices may be adjusted by JCI prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or Taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/duty concessions pursuant to a trade agreement(s). This Agreement is entered into with the understanding that the services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates.

12. DISPUTES. JCI shall have the sole and exclusive right to determine whether any dispute, controversy or claim arising out of or relating to the Agreement, or the breach thereof, shall be submitted to a court of law or arbitrated. For Customers in the United States, the laws of Delaware shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Milwaukee, Wisconsin. For Customers located in Canada, the laws of Ontario shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in Ontario, Canada. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. In the event the matter is submitted to a court, JCI and Customer hereby agree to waive their right to trial by jury. In the event the matter is submitted to arbitration by JCI, the costs of arbitration shall be borne equally by the parties, and the arbitrator's award may be confirmed and reduced to judgment in any court of competent jurisdiction. If JCI prevails in any collection action. Buyer will pay all of JCI's reasonable collection costs (including legal fees and expenses). Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

13. INSURANCE. Insurance coverage in excess of JCI's standard limits will be furnished when requested and required. No credit will be given or premium paid by JCI for insurance afforded by others.

14. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in

connection with the execution of the work herein specified and which are caused, by the negligent act or omission of the indemnifying Party.

15. CUSTOMER RESPONSIBILITIES. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

16. FORCE MAJEURE. JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases JCI's cost to perform the services, Customer is obligated to reimburse JCI for such increased costs, including, without limitation, costs incurred by JCI for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees, compliance with vaccination requirements or other costs and expenses incurred by JCI in connection with the Force Majeure Event.

17. SAFETY, HEALTH AND HAZARDOUS MATERIALS. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of the, Occupational Safety and Health Act or similar Canadian laws relating in any way to the project or project site. ACM /Hazardous Materials: Customer shall supply JCI with any information in its possession relating to the presence of asbestos-containing materials ("ACM") or hazardous materials at any of its facilities where JCI's undertakes any Work or Services that may result in the disturbance of ACM or hazardous materials. JCI shall not be responsible for abatement and/or removal and disposal of hazardous materials or ACM. If either Customer or JCI becomes aware of or suspects the presence of ACM or hazardous materials that may be disturbed by JCI's Work or Services, JCI shall immediately stop all work until such ACM or hazardous or unsafe condition is rectified by Owner and Owner so notifies JCI in writing that work can safely be resumed, based on test conducted by a licensed testing organization. JCI may terminate the Services immediately upon notice to Customer, if JCI, in its sole discretion, determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. Timetables for delivery of JCI's products or services and the contract price shall be adjusted appropriately for any associated delay.

18. ONE-YEAR CLAIMS LIMITATION. No claim or cause of action, whether known or unknown, shall be brought against JCI more than one year after the claim first arose. Except as provided for herein, JCI's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

19. DIGITAL ENABLED SERVICES; DATA. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. As used herein, "Digital Enabled Services" mean services provided hereunder that employ JCI software and related equipment installed at Customer facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

20. JCI DIGITAL SOLUTIONS. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services in effect from time to time at www.johnsoncontrols.com/techterms (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service set forth at www.johnsoncontrols.com/buildings/legal/digital/generaltos govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

21. Privacy. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa ("DPA") shall apply. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

22. ASSIGNMENT. This Agreement is not assignable by the Customer except upon written consent of JCI first being obtained. JCI shall have the right to assign this Agreement, in whole or in part, or to subcontract any of its obligations under this Agreement without notice to Customer.

23. TERMINATION. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

24. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire Agreement between the parties and supersedes any prior representations or understandings. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

25. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon JCI unless accepted by JCI in writing.



City of Nashua

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

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

June 10, 2026
Memo #26-187

TO: Mayor Donchess
Finance Committee

SUBJECT: Purchase of protective hoods in the amount not to exceed \$48,825 funded from General Fund/ 61- Supplies & Materials

Please see attached communications from Nathan Armstrong, Deputy Chief, dated June 2, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: 315 Innotex Grey Stedair Prevent Clear Hoods manufactured without PFAS
Value: \$48,825.00
Department: 152 Fire Rescue
Vendor: Fire Tech and Safety
Fund: General 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

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

Regards,

Amy Girard
Purchasing Manager

Cc: N Armstrong
K Conde
T Cummings



Nashua Fire Rescue
177 Lake Street
Nashua, NH 03060
www.nashuafire.com

Nathan Armstrong
Deputy Chief
Nashua Fire Rescue
(603) 594-3645
Armstrongn@nashuanh.gov

To: Chief of Department Steve M. Buxton
From: Deputy Chief Nathan Armstrong
Re: Protective Hood Procurement
Date: June 2, 2026

Chief Buxton,

I am requesting permission to move forward with the procurement of three hundred and fifteen (315) Innotech Protective Hoods from FireTech and Safety in Tyngsborough MA. The quoted price for the hoods is not to exceed \$48,825.00 including shipping.

This acquisition will provide every line firefighter with two protective hoods manufactured without PFAS. These hoods offer the highest level of protection to our members while also maintaining the health and wellness of the members. Two hoods for each member provides a suitable backup and a constant state of readiness while the other is being properly washed following a fire event.

I appreciate your attention to this important purchase.

Respectfully,

Nathan Armstrong
Deputy Chief



Fire Tech & Safety
100 Business Park Dr #6
Tyngsborough, MA, 01879
Phone: (978) 649-6800
<https://firetechusa.com/>

Quote

Quote Nbr.:	Q313933
Quote Date:	6/1/2026
Expiration Date:	6/16/2026
Customer ID:	C000141
Created By:	Brendon Gilchrist

BILL TO:
NASHUA, CITY OF-NH (FD)
FIRE RESCUE
229 MAIN STREET
NASHUA NH 03060

SHIP TO:
NASHUA, CITY OF-NH (FD)
70 EAST HOLLIS ST
NASHUA NH 03060

CUSTOMER P.O. NO.	TERMS	CONTACT
	Net 30 Days	STEVE BUXTON

SHIP VIA
Best Way

ITEM	QTY.	PRICE	EXT PRICE
INNOTEX GRAY STEDAIR PREVENT CLEAR HOOD, 20% NOMEX/80% LENZING - M/L	315.00	155.00	48,825.00
SHIPPING AND HANDLING INCLUDED IN PRICE	1.00	0.00	0.00
Terms for pricing based on NPP Purchasing Agreement NPPGov Contract #PS26190	0.00	0.00	0.00
List Price \$260.00 NPP Discount of 20% \$208.00	0.00	0.00	0.00

Total Weight (LB):	0	Sales Total:	48,825.00
Total Volume (CFT):	0	Freight & Misc.:	0.00
		Less Discount:	0.00
		Tax Total:	0.00
		Total (USD):	48,825.00

NOTICE...One or more of the products listed above may contain PFAS, for the reason the equipment contains PFAS chemicals, and the specific PFAS chemicals in the product you must contact the manufacturer of the items.
Fire Tech & Safety Terms and Conditions: <https://firetechusa.com/FTSTAC.pdf>

6110



City of Nashua

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

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

June 10, 2026
Memo #26-188

TO: Mayor Donchess
Finance Committee

SUBJECT: East Hollis St/Bridge Street Intersection Engineering Services-Amendment 3 in the amount not to exceed \$50,000 funded from Grant/ 53- Professional & Technical Services

Please see attached communications from Daniel Hudson, City Engineer, dated May 28, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Amendment #3 for final design and landscape design of the East Hollis St/Bridge Street intersection
Value: \$50,000
Value to Date: \$460,271.77
Department: 160 Admin/Engineering
Vendor: McFarland Johnson
Fund: Grant/53-Professional & Technical Services

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Hudson
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: May 28, 2026

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

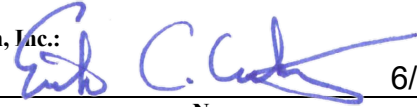
Re: East Hollis Street & Bridge Intersection

G. Motion: To approve Amendment No. 3 to the Engineering Services agreement for the East Hollis and Bridge Street Intersection project with McFarland Johnson, Inc. of Concord, NH in an amount not to exceed \$50,000. Funding will be through: Departments 160 Admin/Eng; Funds: Grant; Activity: East Hollis and Bridge Street Intersection Improvements.

Discussion: McFarland Johnson (MJ) is under contract for design of the East Hollis and Bridge Street Intersection Project that seeks to improve safety, capacity, and multimodal access of the area. MJ has substantially completed the Final Design phase, including detailed design and project permitting. We are seeking to extend MJ's contract for remaining final design efforts, including landscape design. This project is being completed in accordance with NHDOT requirements and the Project Agreement with the State of New Hampshire.



53 Regional Drive
Concord, NH 03301
Phone: (603) 225-2978
Fax: (603) 225-0095
www.mjinc.com

CONTRACT AMENDMENT		Date: June 3, 2026	
		Project No.: 18315.01	
		Amendment No.: 3	
PROJECT NAME: NASHUA 16314 – East Hollis Street & Bridge Street Intersection Improvement Project		FEE ADJUSTMENTS	
<u>Additional Scope</u> MJ will perform additional scope of services as further described in the attached Exhibit B “Scope of Work and Task Descriptions” and Exhibit C “Detailed Cost Breakdown” dated June 3, 2026.		\$50,000.00	
FEE ADJUSTMENT THIS AMENDMENT:		\$50,000.00	
TOTAL PRIOR FEE ADJUSTMENTS:		19,332.50	
ORIGINAL CONTRACT AMOUNT:		\$440,939.27	
TOTAL ADJUSTED CONTRACT AMOUNT:		\$510,271.77	
Last agreed upon Date of Completion: June 30, 2026		New Date of Completion: December 31, 2026	
BASIS OF AUTHORIZATION TO AMEND CONTRACT			
Copy will be appended to existing McFarland-Johnson, Inc. Contract dated <u>2/10/2022</u> as a Contract Amendment.			
Received verbal authorization from client to proceed on change in project scope described herein.			
Per: _____ Name Date			
☒ Client to sign and return one copy of this form			
For Client:		McFarland-Johnson, Inc.:	
Signature: _____ Name Date		Signature:  6/3/2026 Name Date	
Type or Print		Type or Print Erik Atkins, P.E.	
Name/Position: _____		Name/Position: Director of Transportation	

East Hollis Street & Bridge Street Intersection Improvement Project
Scope of Work and Task Descriptions
Amendment #3
June 3, 2026

This scope of services covers extra design effort for tasks within the original final design scope of the East Hollis Street & Bridge Street Intersection Improvement Project due to the significant changes in the project converting from an intersection reconfiguration project to a bike lane and sidewalk project. The following scope of work and descriptions outline the tasks that require the additional effort to be performed by McFarland Johnson (MJ).

Task IIIB – Plans, Specifications and Estimate

MJ will update the Plans, Specifications and Estimate to incorporate the following design changes.

- **Additional Effort to Coordinate with Subconsultant to Finalize Specifications for Asbestos Contaminated Material (ACM).**

As part of Amendment #2, Sanborn Head & Associates (SHA) added effort to develop appropriate special provisions, as well as a comprehensive Soil and Groundwater Management Plan to address asbestos containing material including consolidating the material onsite. However, Amendment #2 did not include any additional effort for MJ to coordinate with SHA on development of the documents. MJ will review and coordinate with SHA on the ACM related special provisions and Soil and Groundwater Management Plan and incorporate the recommendations into the design.

Task IIIC – Final Plans

MJ will perform the following extra services needed to update the Final Plans.

- **Finalize Corridor Model**

MJ will further refine the AutoCAD Civil 3D corridor model to incorporate revisions associated with the transition from the original full intersection configuration to the bike lane and sidewalk project, including the addition of on-street parking along E Street and the ACM consolidation areas.

- **Finalize Plans for ACM.**

MJ will evaluate the design of the ACM consolidation areas to finalize storage volumes for project excavations. MJ will also conduct additional site balance calculations across the project, revise grading shown on the Grading and Drainage Plans, and update slope impacts on the Cross Sections to complete the design. Corresponding quantity calculations will be revised to reflect these updates.

- **Revise the Finished Grade Surface**

MJ will update the 3D finished grade surface to incorporate all identified revisions, including adjustments to elevations, breaklines, and contours, to be consistent with the current design. We will prepare LandXML files of the existing ground, proposed top surface, and proposed alignment. We will provide a Project Journal to the City that will define the files provided. Information in the Project Journal will include the following information: project units; project scale; file names and associated descriptions; an index of all 3D terrain models provided, what they are used for, and horizontal and vertical extents of the data indicating any areas where the model may not be suitable for use by a Contractor; and an index of all alignments used, with descriptions. We will prepare an

East Hollis Street & Bridge Street Intersection Improvement Project
Scope of Work and Task Descriptions
Amendment #3
June 3, 2026

exhibit for the City's use in preparing the bid documents. The exhibit will outline the limitations of use for the 3D Model and electronic design files.

- **Finalize Overhead Sign Structure Replacement**

MJ will finalize revisions to the contract documents to reflect contractor design of the overhead sign structure replacements. This effort includes finalizing the sign layout, location, geometry, and preparing the plans and details for inclusion in the Final Plans. Upon receipt of geotechnical recommendations, MJ will incorporate the appropriate foundation design criteria and develop associated foundation quantities. All finalized elements will be compiled and included in the Final Plans and Contract Documents. The overhead sign structure and foundations will be designed by the contractor.

- **Revise Landscape Architecture Design**

MJ will research applicable City of Nashua landscape design guidelines and prepare concept landscape design plans for a gateway feature to be placed in the median between the westbound lanes of East Hollis Street and Bridge Street. The design will incorporate a stone monument sign displaying "Nashua," coordinated planting beds, trees, shrubs, lawn areas, and lighting. MJ will also evaluate potential landscape improvements within the E Street park area, including trees, planting beds, landscaping walls, and boulders to enhance the landscape and provide protective buffering. Plantings associated with proposed earth berms along portions of Bridge Street and East Hollis Street, as indicated on the grading plans, will also be incorporated as appropriate. Concept plans will be delivered for review and will include one (1) round of revisions. MJ will also develop up to two (2) 3D renderings to convey the design intent. Following receipt of review comments, MJ will advance the design to a detailed level, including layout, planting design, landscape lighting, and supporting details. This effort will include assignment of specific plant species suitable for roadside conditions and preparation of a complete plant schedule identifying quantities, sizes, and specifications for all landscape materials, including trees, shrubs, perennials, mulch, and edging. The scope will also include preparation of opinions of probable construction cost. This task will supersede the landscaping design scope that was included in the original scope. The subconsultant cost included in the original contract will be reallocated to MJ to offset some of this additional effort.

- **Finalize Construction Cost Estimate**

MJ will update the construction cost estimate to reflect the revised quantities resulting from the design changes described above.

Task IIID – Steering Committee Meetings

- **Reactivate Website**

MJ will include direct expenses to reactivate the project website through the bidding services phase.

EXHIBIT B
East Hollis Street & Bridge Street Intersection Improvement Project
Scope of Work and Task Descriptions
Amendment #3
June 3, 2026

Assumptions

- Any additional tasks or redesigns requested by the City beyond those described above will constitute additional services.
- The finished grade 3D model will include the top surface only and will not include features such as subbase, drainage, utilities, detailed ADA grading, or other detailed features. The 3D Model is developed for the purpose of determining limits of work and if provided to the Contractor will be for their convenience only. The design plans and specifications will govern.

EXHIBIT C

FEE PROPOSAL McFarland Johnson Detailed Cost Breakdown

Nashua NH
East Hollis Street
Amendment #3
June 3, 2026



TASK	PHASE DESCRIPTION	DM \$60.00	PM \$60.00	PE \$58.80	SE \$47.75	AE \$40.30	JE \$35.90	ST \$42.22	TOTAL HOURS	TOTAL COST
PHASE 3	FINAL DESIGN									
IIIB	PS&E Specifications and Special Provisions	16							16	\$ 960.00
IIIC	Final Plans									
	Finalize Corridor Model	4		18		16			38	\$ 1,943.20
	Finalize Plans for ACM	6		16		14		24	60	\$ 2,878.28
	Revise Finished Grade Surface	4		16		12			32	\$ 1,664.40
	Finalize Overhead Sign Structure Replacement	6		16		10		24	56	\$ 2,717.08
	Revise Landscape Architecture Design			76		40			116	\$ 6,080.80
	Finalize Construction Cost Estimate	6		16		16		24	62	\$ 2,958.88
Total PE-FINAL Hours		42	0	158	0	108	0	72	380	
MJ PHASE 3 TOTAL DIRECT LABOR COST										\$ 19,202.64
Overhead @ 179.73% =										\$ 34,512.90
Sub-Total =										\$ 53,715.54
Profit @ 10% =										\$ 5,371.55
MJ PHASE 3 TOTAL ESTIMATED LABOR COST										\$ 59,087.10
TOTAL COST - PE FINAL										\$ 59,087.10
Project Website Cost										\$ 800.00
Direct Expenses										\$ 112.90
Less Landscape Subconsultant										\$ (10,000.00)
TOTAL COST										\$ 50,000.00



City of Nashua

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

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

June 10, 2026
Memo #26-189

TO: Mayor Donchess
Finance Committee

SUBJECT: Long-Term Management of biosolids in the amount not to exceed \$3,894,445 funded from Wastewater Fund/ 54- Property Services

Please see attached communications from David Boucher, Superintendent of the Wastewater Department, dated May 28, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Long-term Management of Class B Biosolids
Value: \$3,894,445
Department: 169 Wastewater
Vendor: Waste Management of New Hampshire
Fund: Wastewater Fund/ 54-Property Services
Term: 3 years

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

A competitive bid, IFB1088-051326, was issued and the following bids were received:

Vendor	Location
Waste Management of NH	Westborough, MA
New England Waste Services of ME	Portsmouth, NH
Resource Management, Inc.	Holderness, NH

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

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: June 10, 2026
Re: Multi-Year Contract Award – Management of Biosolids

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

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the June 17, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: 3-year agreement for the management of Class B Biosolids
Value: \$3,894,445
Vendor: Waste Management of New Hampshire
Purchasing Memo#: 26-189 dated June 10, 2026
Contract Term: 3 years

Thank you.

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: May 28, 2026

From: David L. Boucher, Superintendent
Wastewater Department

Re: Long Term Management of Biosolids

B. Motion: To approve the three-year contract in an amount not to exceed \$3,894,445 with Waste Management of New Hampshire, Inc of Rochester, NH for management of biosolids at the Wastewater Treatment Facility. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 54 Property Services.

Attachments: Bid Summary Schedule

Discussion: The Wastewater Facility currently generates Class B Biosolids and requires outside management due to the federal and state rules and regulations for sludge hauling and beneficial reuse. The City put out a request for proposals in April, 2026 for annual pricing for a total of three years, based off of wet tons. We also had additional pricing for any biosolids that were not Class B, as well as for three additional years, in the event that we would like to extend the contract.

The bids received are summarized below. Waste Management of New Hampshire, Inc was the low bidder. The contract amount is being calculated at year's 1-3 price per year for Class B for the estimated 8500 wet tons annually that the Wastewater Treatment Facility generates. This brings the total contract amount to \$3,894,445.

	Class B			Non Class B			Bid Alt Class A		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
	per wet ton	per wet ton	per wet ton	per wet ton	per wet ton	per wet ton	per wet ton	per wet ton	per wet ton
Waste Management of New Hampshire	\$147.50	\$152.66	\$158.01	\$165.20	\$170.98	\$176.97	\$115.50	\$119.54	\$123.73
RMI	\$182.50	\$191.63	\$201.21	\$315	\$330.75	\$347.29	\$182.50	\$191.63	\$201.21
New England Waste Services	\$212	\$222.6	\$233.73	\$212	\$222.6	\$233.73	n/a	n/a	n/a



Contract for Independent Contractor

Long-Term Management of Wastewater Biosolids

IFB1088-051326

A CONTRACT BETWEEN

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

Waste Management of New Hampshire, Inc.

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

(Name and Title of Independent Contractor)

1700 Park Drive, Suite 300, Westborough, MA 01581

(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 – IFB1088-051326 Bid Schedule dated **May 20, 2026**

Exhibit C – Fuel Surcharge Schedule – APPENDIX C

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:

The Independent Contractor shall furnish all labor, equipment, containers, transportation, and services necessary for the removal, hauling, and management of dewatered wastewater biosolids generated at the Nashua Wastewater Treatment Facility (WWTF). This includes providing appropriate containers, removing all biosolids generated during normal operating hours (Monday through Friday, 7:00 AM to 2:00 PM, and weekends as necessary), and ensuring removal occurs within 24 hours of notification. The Contractor shall assume ownership of all biosolids upon removal and shall be responsible for lawful handling, transportation, and beneficial reuse or disposal in accordance with all applicable federal, state, and local regulations and permits.

The Contractor shall coordinate operations with WWTF staff, provide qualified personnel for scheduling and communication, and ensure all hauling activities comply with New Hampshire Department of Environmental Services requirements. The work also includes maintaining appropriate permits, providing required reporting and weight documentation, and ensuring all biosolids are managed in an environmentally responsible manner, including land application or other approved beneficial use methods.

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

The contract will be for initial period of **three (3) years**, with first year commencing on **July 1, 2026 and terminating on June 30, 2029**. The City will consider three (3) additional one (1) year extensions of the contract upon satisfactory performance of the vendor. Each year of the contract (the initial three (3) years and any one (1) year extensions if awarded) is subject to annual budget appropriations and at the City of Nashua's sole discretion. A separate/amended purchase order shall be issued for each year of the contract.

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

THREE MILLION EIGHT HUNDRED NINETY-FOUR THOUSAND FOUR HUNDRED FORTY-FIVE DOLLARS
(\$3,894,445)

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

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

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

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

Please do not submit invoices both electronically and paper copy.

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

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

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

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

<u>City of Nashua Representative:</u>	<u>Independent Contractor Representative:</u>
Noelle Osborne, Operations Supervisor	Jonathan Wagman, Area Director, Industrial Sales
City of Nashua –Wastewater Treatment Facility	Waste Management of New Hampshire, Inc.
2 Sawmill Road	4 Liberty Lane
Nashua, NH 03060	West Hampton, NH 03842
Email: OsborneN@NashuaNH.gov	Email: jwagman@wm.com

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

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

City of Nashua, NH (signature)



Waste Management of New Hampshire, Inc. (signature)

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

Jonathan Wagman, Area Director, Industrial Sales
(Printed Name and Title)

Date

6-8-2026

Date

Exhibit A
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General Conditions

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General Terms and Conditions

1. **Definitions.** Unless otherwise required by the context, "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*THIS FORM MUST BE SUBMITTED WITH ALL RESPONSES TO IFB***CITY OF NASHUA, NEW HAMPSHIRE****IFB1088-051326****LONG-TERM MANAGEMENT OF WASTEWATER BIOSOLIDS****BID SUMMARY SCHEDULE**

Project Pricing	Class B Biosolids		Non Class B Biosolids		Bid Alternate Class A Biosolids	
1. Pricing for three calendar years, per wet ton, to pick up, transport, and dispose of the City of Nashua's Biosolids (including container). Amount to be invoiced and paid on a monthly basis	Year 1	\$ <u>147.50</u> / wet ton	Year 1	\$ <u>165.20</u> / wet ton	Year 1	\$ <u>115.50</u> / wet ton
	Year 2	\$ <u>152.66</u> / wet ton	Year 2	\$ <u>170.98</u> / wet ton	Year 2	\$ <u>119.54</u> / wet ton
	Year 3	\$ <u>158.01</u> / wet ton	Year 3	\$ <u>176.97</u> / wet ton	Year 3	\$ <u>123.73</u> / wet ton
Optional	Class B Biosolids		Non Class B Biosolids		Bid Alternate Class A Biosolids	
2. Pricing for years four through six per wet ton for pick up, transportation, and disposal of the City of Nashua's biosolids (including container). Amount to be invoiced and paid on a monthly basis	Year 4	\$ <u>167.49</u> / wet ton	Year 4	\$ <u>187.58</u> / wet ton	Year 4	\$ <u>128.06</u> / wet ton
	Year 5	\$ <u>177.54</u> / wet ton	Year 5	\$ <u>198.84</u> / wet ton	Year 5	\$ <u>132.54</u> / wet ton
	Year 6	\$ <u>188.19</u> / wet ton	Year 6	\$ <u>210.77</u> / wet ton	Year 6	\$ <u>137.18</u> / wet ton

NOTE: Class B and Non -Class B and Alternate Class A Biosolids costs include management, transport and disposal costs. The intent is to award the lowest, responsible bidder based on price per ton for the first 3 years of Class B Biosolids removal. Consideration will be also be given to the cost per ton for Non-Class B Biosolids and Alternate Class A removal before making final determination of award.

THIS FORM MUST BE SUBMITTED WITH ALL RESPONSES TO IFB

CITY OF NASHUA, NEW HAMPSHIRE

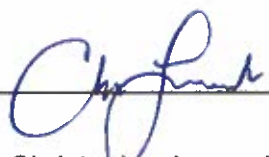
IFB1088-051326

LONG-TERM MANAGEMENT OF WASTEWATER BIOSOLIDS

Comments, Exceptions, Additional Pricing Information:

Independent Contractor Name and Address:

(Authorized Signature)



(Printed Name and Title)

Christopher Lucarelle

Phone: 413.531.9904

E-mail: clucarel@wm.com

(Date) May 20, 2026

APPENDIX C- Fuel Calculation

Fuel Surcharge Schedule

How Is the Surcharge Determined?

Each month, the average diesel price published by the U.S. Energy Information Administration (EIA) for the New England region (PADD 1A) is used to determine which surcharge band applies.

A floor price of \$4.00 per gallon is built into the base management rate. No surcharge is charged when the monthly average falls below \$4.10. When the average exceeds \$4.09, the applicable per ton surcharge is pulled directly from the table below.

How to Use the Table

At the start of each month, find the row in the table where the prior month's EIA average price falls. The Per Ton Surcharge in that row is multiplied by the total tons delivered during the month. That amount is invoiced as a separate line item on the monthly settlement.

Example: If the EIA monthly average is \$5.85, the applicable band is \$5.80-\$5.89, and the surcharge is \$5.50 per ton.

Fuel Surcharge Schedule

EIA Monthly Avg (Low)	EIA Monthly Avg (High)	Per Ton Surcharge	% of Base Rate (\$147.50/ton)
\$4.00	\$4.09	No Surcharge	—
\$4.10	\$4.19	\$0.43	0.29%
\$4.20	\$4.29	\$0.73	0.49%
\$4.30	\$4.39	\$1.03	0.70%
\$4.40	\$4.49	\$1.33	0.90%
\$4.50	\$4.59	\$1.63	1.11%
\$4.60	\$4.69	\$1.92	1.30%
\$4.70	\$4.79	\$2.22	1.51%
\$4.80	\$4.89	\$2.52	1.71%
\$4.90	\$4.99	\$2.82	1.91%

\$5.00	\$5.09	\$3.12	2.12%
\$5.10	\$5.19	\$3.42	2.32%
\$5.20	\$5.29	\$3.71	2.52%
\$5.30	\$5.39	\$4.01	2.72%
\$5.40	\$5.49	\$4.31	2.92%
\$5.50	\$5.59	\$4.61	3.13%
\$5.60	\$5.69	\$4.91	3.33%
\$5.70	\$5.79	\$5.20	3.53%
\$5.80	\$5.89	\$5.50	3.73%
\$5.90	\$5.99	\$5.80	3.93%
\$6.00	\$6.09	\$6.10	4.14%
\$6.10	\$6.19	\$6.40	4.34%
\$6.20	\$6.29	\$6.70	4.54%
\$6.30	\$6.39	\$6.99	4.74%
\$6.40	\$6.49	\$7.29	4.94%

Gold highlight = current EIA band (\$5.80-\$5.89). Blue shading = floor band, no surcharge. Base rate: \$147.50/ton.

Billing

The fuel surcharge is billed as a separate line item each month. The surcharge rate is set at the beginning of the month using the prior month's EIA average and does not change mid-month. Supporting EIA price documentation is available upon request.

This schedule is reviewed annually. Either party may request a review if diesel prices move materially outside the current table range.

EIA PADD 1A On-Highway Diesel Price | Source: U.S. Energy Information Administration | www.eia.gov



City of Nashua

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

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

June 10, 2026
Memo #26-190

TO: Mayor Donchess
Finance Committee

SUBJECT: Wastewater Chemical: Polymer in the amount not to exceed \$650,000 funded from
Wastewater Fund/ 61- Supplies & Materials

Please see attached communications from David Boucher, Superintendent of the Wastewater Department, dated May 28, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: FY27 purchase of Polymer
Value: \$650,000
Department: 169 Wastewater
Vendor: Polydyne Inc.
Fund: Wastewater Fund/ 61-Supplies & Materials

Ordinance: Pursuant to § 5-84 Special purchase procedures, A/(7) Purchases under extensions of contracts when no price increase exceeds 10% per year and where a market change has not reduced pricing in the product category.

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: May 28, 2026

From: David Boucher, Superintendent
Wastewater Department

Re: Polymer

D. Motion: To approve the FY27 purchase of polymer from Polydyne of Riceboro, GA in the amount of \$650,000. Pending approval FY27 budget; Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 61 Supplies & Materials.

Attachments: Vendor quote

Discussion: Polymer is a product used at the plant to coagulate sludge.

Periodically, the Facility has different companies come in and do bench testing to ensure we are using the best polymer for the best price to meet our needs. Our current product continues to perform well, producing a dry product that saves the City money in trucking and disposal costs. The Polydyne products we are currently using are Clarifloc NE2180 for the screw presses and Clarifloc C-6266 for the belt filter presses.

Polydyne is offering the City a unit price of \$1.62/lb. for both of these products for the FY27 year. Our estimated annual cost for these two polymers is \$650,000.

Emailed to: OsborneN@nashuanh.gov

April 29, 2026

Ms. Noelle Osborne
Operations Supervisor
City of Nashua
2 Sawmill Road
Nashua, NH 03060

RE: Polymer Price Quotation

Dear Ms. Osborne:

Polydyne Inc. is pleased to offer the following price quotation:

PRODUCT	UNIT PRICE	PACKAGE
CLARIFLOC A-3310	\$1.24/LB. DELIVERED*	55 LB. BAGS
CLARIFLOC NE-2180	\$1.62/LB. DELIVERED*	FULL LIQUID BULK – 5,000 GAL. MIN
CLARIFLOC C-6266	\$1.62/LB. DELIVERED*	2300 LB. TOTE

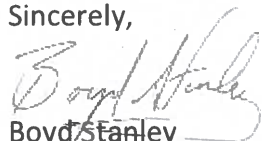
*Freight/Tariff charges may apply

Quotation Period: July 1, 2026, through June 30, 2027

Payment Terms: Net 30 days – No Discounts

Thank you for your business. If you have any questions or need additional information, feel free to contact Alex Krantz, Sr. Technical Sales Representative, at (856) 745-1936. Orders may be placed online at: www.polydyneinc.com or through our Customer Service Department. Your Customer Service Representative is Ms. Karin Tanner. You can reach Ms. Tanner by calling (800) 848-7659, Ext. 8748 or by email to ktanner@polydyneinc.com.

Sincerely,



Boyd Stanley
Sr. Vice-President



City of Nashua

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

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

June 10, 2026
Memo #26-191

TO: Mayor Donchess
Finance Committee

SUBJECT: ADA accessible buses in the amount not to exceed \$1,008,628 funded from Grant and
CERF/ 81- Capital Outlay/Improvements

Please see attached communications from Camille Correa, Transportation Manager, dated June 8, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase of four (4) Dodge Ram Promaster ADA accessible low floor cutaway buses
Value: \$1,008,628
Department: 186 Transportation
Vendor: Model 1 Commercial Vehicles Inc.
Fund: Federal Grant/81- Capital Outlay/Improvements \$857,334
NHDOT Grant/81- Capital Outlay/Improvements \$75,647
CERF/81-Capital Outlay/Improvements \$75,647

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: C Correa
D Enwright
T Cummings

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: June 10, 2026
Re: Million Dollar Contract Award – Nashua Transit Buses

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

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the June 17, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: Purchase of 4 ADA accessible buses for demand response service
Value: \$1,008,628
Vendor: Model 1 Commercial Vehicles Inc.
Purchasing Memo#: 26-191 dated June 10, 2026

Thank you.



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: Camille Correa, Transportation Administrator
Date: June 8, 2026
Re: Nashua Transit System (NTS) Purchase Four (4) Dodge Ram Promaster
ADA accessible low floor cutaway buses from Model 1 Commercial
Vehicles, Inc.

NTS is seeking approval to purchase 4 (four), ADA accessible Dodge Ram Promaster Low Floor Cutaway Buses to replace 4 (four) ADA accessible cutaway buses that have met useful life. The total amount to purchase the 4 (four) cutaway buses is \$1,008,628 (85% federal grant funding in the amount of \$857,334; local match (CERF) at 7.5% in the amount of \$75,647 and NHDOT match at 7.5% in the amount of \$75,647. The price for one vehicle is \$252,157. The anticipated timeframe to build and receive the four new buses is 9-12 months.

The Price Proposal from Model 1 Commercial Vehicles, Inc. in the amount of \$1,008,628 follows the Arizona Cooperative Agreement Contract # CTR080561 for bus purchases.

At this time there is no electric option for a 23' cutaway bus with a ramp. The only electric option is available in a van and not a bus. An NTS ADA small bus for demand response service may travel on an average day up to 180 miles. The electric van has a range of less than 120 miles in a day and may only be able to power the AC/Heat and radios and lifts. The NTS revenue vehicle uses auxiliary equipment such as electric ramps, cameras, tablets, heaters, AC, two-way radios, header signs. The electric vehicle van is not a viable option for NTS because it is equipped with a lift and can not travel the average distance required per day.

NTS recommends replacing the four ADA accessible low floor cutaway buses that have met useful life, with four unleaded Dodge Ram Promasters, ADA accessible low floor cutaway buses with ramps.

CITY OF NASHUA **CONTRACT FOR THE SALE** **OF GOODS**

This Contract for the Sale of Goods ("Contract") is made and entered into as of the 17th day of June ("Effective Date") by and between the **City of Nashua**, a municipal corporation ("City" or "Buyer"), and **Model 1 Commercial Vehicles**, ("Seller") and hereby acknowledges the request to purchase (4) Dodge Ram Promaster ADA Accessible Low Floor Cutaway buses. This Contract, all exhibits to the Contract, including Exhibit A bus specifications, pricing and warranty and Exhibit B federal clauses are collectively referred to as the "Contract Documents."

RECITALS

1. The City will purchase (4) Dodge Ram Promaster ADA accessible low floor buses ("buses" or "Goods"), as more fully described in the Contract Documents;
2. City has determined that Seller is capable of providing the Buses at a fair and reasonable price and in a timely manner; and,
3. City agrees to purchase the Buses from Seller, subject to the terms and conditions of the Contract Documents.

NOW, THEREFORE, in consideration of the mutual covenants and promises of City and Seller contained herein and the receipt of good and valuable consideration, the receipt of which is hereby acknowledged, City and Seller hereby agree as follows:

AGREEMENT

1. Recitals. The above Recitals are true and correct and incorporated herein by reference.
2. Purchase of Buses. Seller agrees to sell to City and City agrees to purchase from Seller four (4) buses pursuant to the terms of this Contract.
3. Contract documents:
 1. **Contract:** In the event of a conflict between this Contract and the other Contract Documents, the terms of this Contract shall control for all purposes.
 2. **Exhibit A:** A complete listing of the required specifications, pricing and warranty for the Buses. The pricing in Exhibit A follows the Arizona Cooperative Agreement CTR: 080561.

2. Exhibit B: FTA Clauses for Rolling Stock

4. Term of Contract. This Contract shall be effective as of the effective date executed and shall terminate three (3) years from the effective date or after the buses have been purchased and delivered, whichever is later, unless earlier terminated or extended as provided for herein. Provided, however, that in no event shall the term of this Contract be for longer than 3 years.
5. Purchase Price for Dodge Ram Promaster ADA accessible low floor cutaway bus. The total price of the Dodge Ram Promaster ADA accessible low floor cutaway buses is **\$ 1,008,628**, as further summarized in Exhibit A of this Contract, shall not exceed **\$ 252,157** for each bus, without City's prior written approval. The arrival date of the buses is 9-12 months after the order is placed.
6. Invoicing and Payment. Seller shall invoice the City for the full price of each Dodge Promaster low floor cutaway bus within thirty (30) calendar days following the date of final acceptance for such bus. For purposes of this Contract, "date of final acceptance" shall mean the date each Dodge Promaster low floor cutaway bus is inspected and accepted. No finance charges shall be paid by the City. The City shall pay Seller within thirty (30) calendar days of receipt of an undisputed invoice or payment will be made in a reasonable length of time after approval and receipt of funds from FTA or other funding sources, where applicable. There will be no prepayments or down payments made on this procurement.
 - A. Invoicing for payment. Seller's invoices must include the City's Purchase Order number, be billed and payable in U.S. dollars and paid by payment methods agreed to by both the Seller and City. All requests for payment shall be mailed to: Accounts Payable, City of Nashua, 229 Main St., Nashua, New Hampshire 03060 and emailed to accountspayable@nashuanh.gov.
7. Delivery of Goods. Unless otherwise specified in writing by the City, Seller shall deliver the Dodge Promaster low floor cutaway buses to City at Nashua Transit City's offices located at 11 Riverside Street Nashua, New Hampshire with shipping and insurance charges included in the price. Shipments shall be accepted Monday through Friday, 8:00 AM to 4:00 PM, excluding holidays. Seller is required to notify the City's purchasing agent in advance if delivery cannot be made during these hours. Delivery must be at a mutually agreed upon time, no later than 12 months after the order is placed. The Dodge Promaster low floor cutaway buses shall be delivered to City by Seller free of any liens and encumbrances.

8. **Inspection and Acceptance.** The Dodge Promaster low floor cutaway buses shall be received by City subject to City's reasonable inspection, testing, approval, and acceptance. If the Dodge Promaster low floor cutaway buses is rejected by the City as nonconforming, City may return the Dodge Promaster low floor cutaway buses to Seller at Seller's risk and expense, and the Dodge Promaster low floor cutaway buses shall not be replaced or repaired by Seller without written authorization from City. If City does not provide written acceptance or a list of deficiencies within the thirty (30) calendar days following Seller's delivery of the Dodge Promaster Low Floor Cutaway Buses as required by Section 6 of this Contract, the Dodge Promaster Low Floor Cutaway Buses shall be deemed accepted.
9. **Title/Risk of Loss.** Title, ownership, and risk of loss or damage of the Dodge Promaster low floor cutaway buses shall remain with Seller until Dodge Promaster low floor cutaway buses are delivered to, inspected and accepted by City, except when such loss or damage is due to the fault or negligence of City. Once accepted by City, title, ownership, and risk of loss shall transfer to City.
10. **Termination and Suspension.** The City, 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 chooses to terminate, abandon, or suspend all or part of the project, it shall provide Seller thirty (30) day's written notice of its intent to do so. If all or part of the project is suspended for more than ninety (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, Seller shall:

- A. Immediately discontinue work on the date and to the extent specified in the notice.
- B. Provide the City 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 cancellations upon terms satisfactory to the City 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 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 suspension until receipt of written notice from the City to resume performance.

In the event of a termination, abandonment, or suspension at will, Seller shall receive all amounts due and not previously paid to Seller for work satisfactorily completed in accordance with the Contract Documents 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 City on ten (10) calendar day's written notice to Seller in the event of a failure by Seller 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, to complete or make sufficient progress on the work in a timely and professional manner.

Seller shall be given an opportunity for consultation with the City prior to the effective date of the termination.

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

- A.** Immediately discontinue work on the date and to the extent specified in the notice.
- B.** Provide the City 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 City 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 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 termination unless and until receipt of a written notice from the City to resume performance.

In the event of a termination for cause, Seller shall receive all amounts due and not previously paid to Seller 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 by reasons of Seller's failure. Seller shall not be relieved of liability to the City for damages sustained from the failure, and the City may withhold any payment to the Seller until such time as the exact amount of damages due to the City is determined. All claims for payment by the Seller must be submitted to the City within 30 days of the effective date of the notice of termination.

If after termination for the failure of Seller to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City, to complete or make sufficient progress on the work in a timely and professional manner, it is determined that Seller had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City shall, if necessary, make an adjustment in the compensation paid to Seller such that Seller 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 City may take over the work and prosecute it to completion by agreement with another party or otherwise. Upon termination, City shall be entitled to all work and goods produced or received as of the date of termination, unless otherwise returned or rejected by the City. Upon termination of the contract or in the event Seller shall cease conducting business, the City shall have the right to solicit applications for employment from any employee of the Seller 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 Seller's principals, officers, employees, agents, subcontractors, sub consultants, vendors, or suppliers are expressly recognized to be within Seller's control.

11. Indemnification. To the fullest extent permitted by law, Seller shall indemnify, protect, defend, and hold harmless City, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees resulting from, or related to, this Contract, and/or arising out of any failure to comply with applicable law,

any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, except where such loss or damage was caused by the sole negligence, or willful misconduct of the City. The provisions of this section shall survive the completion, termination or suspension of this Contract.

City shall promptly notify Seller of any claim and reasonably cooperate, assist and provide appropriate information (at Sellers's expense) for the defense of the action. Seller shall pay all damages and costs awarded therein against City but shall not be responsible for any compromise made without Seller's consent, which consent shall not be unreasonably withheld.

- 12.** Warranties. In addition to any warranties provided for under the Contract Documents, Seller warrants that the Dodge Promaster Low Floor Cutaway Buses, including any component or replacement parts, furnished, manufactured or provided by Seller will be free from defects in material and workmanship for a period of 3 years/50,000 miles after acceptance of the Dodge Promaster Low Floor Cutaway Buses by City. Any additional warranties provided by law, including, but not limited to, the warranty of merchantability and warranty of fitness as outlined in Exhibit A for a particular purpose shall remain in full force and effect and inure to the benefit of City. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Dodge Promaster Low Floor Cutaway Buses.

- 13.** Remedies. In the event of a material breach of the Contract documents by Seller, City may avail itself of any other right and remedies available at law or in equity. Nothing herein shall limit City's rights to seek any available remedy including, but not limited to, damages and/or equitable relief, in a court of competent jurisdiction.

Notwithstanding any provisions of this Contract, Seller shall not be relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Seller, and City may withhold any payments due to Seller until such time as the exact amount of damages, if any, due City from Seller is determined. In the event of termination, Seller shall be compensated as provided for in this Contract.

- 14.** Compliance with Laws & Federal Changes. Seller shall comply with all applicable laws, ordinances, codes, rules, regulations, programs, plans, and orders in the performance of the Contract Documents. Without

limiting the foregoing, Seller shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of the contract. Seller's failure to comply shall constitute a material breach of the contract.

- 15.** Notice of Material Change in Business. Seller agrees that, if it experiences a material change in its business during the term of this Contract, including, without limitation, a reorganization, restructuring, leveraged buyout, and/or bankruptcy, Seller will immediately notify City of the change in writing.
- 16.** Notices. All notices, requests, demands, and other communications required to or permitted to be given under the Contract Documents shall be in writing and shall be conclusively deemed to have been duly given (a) when hand delivered to the other party; (b) when received if sent by telex or facsimile at the address and number set forth below; (c) three (3) business days after the same have been deposited in a United States Post Office with certified mail, return receipt requested, postage prepaid and addressed to the parties as set forth below; or (d) the next business day after same have been deposited with a national overnight delivery service reasonably approved by the parties (Federal Express and UPS being deemed approved by the parties), postage prepaid, addressed to the parties as set forth below with next-business-day delivery guaranteed:

TO SELLER: Name: Model 1
 Attn: Patrick Claffey
 Address: 9225 Priority Way West Dr Suite 300
 City: Indiana, Indiana 46240
 Telephone: 603.810.9581

TO CITY: Name: Nashua Transit System
 Attn: Camille Correa
 Address: 11 Riverside St.
 City: Nashua, NH 03062
 Telephone: 603.821.2035

A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this section by giving the other parties written notice of the new address in the manner set forth above.

- 17.** Entire Agreement. The Contract Documents, including all attachments thereto, contain the entire agreement between City and Seller in connection with the transaction contemplated hereby and the subject matter hereof and the Contract Documents supersede and replace any and all prior and contemporaneous agreements, understandings, and communications between the parties, whether oral or written, with regard to the subject matter hereof or any course of dealing, course of performance, or usage of the trade. Parol evidence shall be inadmissible to show agreement by and between City or Seller to any term or condition contrary to or in addition to the terms and conditions contained in the Contract Documents. Both parties acknowledge that each has not relied on any promise, representation or warranty, express or implied, not contained in the Contract Documents.
- 18.** Modification. The Contract Documents shall not be modified in any manner except by a writing signed by both City and Seller provided that the City at any time by written order and without notice may make changes within the general scope of this Contract. If any such changes cause an increase or decrease in the cost of or the time required for performance hereunder, an equitable adjustment shall be made by written modification to the Contract. Any claim by the Seller for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by the Seller of the notification of change.
- 19.** Assignment. Seller shall not delegate or subcontract any duties or assign any rights or claims under the Contract Documents without City's prior written consent.
- 20.** Severability. If any term or provision of the Contract Documents shall, to any extent, be held invalid or unenforceable, the remainder of the Contract Documents shall not be affected.
- 21.** Waivers. A waiver or breach of a covenant or provision in the Contract Documents shall not be deemed a waiver of any other covenant or provision in the Contract Documents and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

22. Construction. The section headings and captions of this Contract are, and the arrangement of this instrument is, for the sole convenience of the parties to this Contract. The section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Contract. The singular form shall include plural, and vice versa. Unless otherwise indicated, all references to sections are to this Contract. All exhibits referred to in this Contract are attached hereto and incorporated herein by this reference.
23. City and Seller acknowledge and agree that the Contract Documents have been negotiated at arm's length, that each party has been represented by independent counsel and/or has had an opportunity to consult with and be represented by independent counsel, that the Contract Documents are deemed to be drafted by both parties, that no one party shall be construed as the drafter of the Contract Documents, and that any rule of construction that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of the Contract Documents.
24. Counterparts. This Contract may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.
25. Time of the Essence. Seller and City hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation, and provision hereof, particularly, and without limitation of factors contributing to the need for timely compliance of the Contract Documents.
26. Successors. This Contract shall inure to the benefit of and shall be binding upon the parties to this Contract and their respective heirs, successors in interest, and assigns. This Contract may only be assigned upon written approval and agreement of the parties, which approval will not be unreasonably withheld. Any purported assignment of this Contract without the prior written approval of all parties shall be null and void.
27. Governing Law. The parties acknowledge that the Contract Documents have been negotiated and entered into in the State of New Hampshire, Hillsborough County. The parties agree that the Contract Documents shall be governed by, interpreted under, and

construed and enforced in accordance with the laws of the State of New Hampshire. Venue for any action or proceeding relating to or arising out of the Contract Documents shall be in the State of New Hampshire Superior Court Hillsborough County South.

- 28.** No Third Party Beneficiary Rights. This Contract is entered into for the sole benefit of City and Seller. No other parties are intended to be direct or incidental beneficiaries of this Contract and no third party shall have any right in, under or to this Contract.
- 29.** No Joint Venture or Other Relationship Created. The relationship between City and Seller is that solely of a seller and a buyer and no joint venture, partnership or other relationship is created or implied by the Contract Documents.
- 30.** Fiscal Contingency. All payments under this Contract are contingent upon the availability to the City of the necessary funds. This contract shall terminate and the City's obligations under it shall be extinguished at the end of any fiscal year in which the City 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 Seller with a right of payment over any other entity. Any funds obligated by the City under this Contract that are not paid to Seller shall automatically revert to the City's discretionary control upon the completion, termination, or cancellation of the Contract. The City shall not have any obligation to re- award or to provide, in any manner, the unexpended funds to Seller, except for those payments which are owed to the Seller due to amounts incurred by the Seller up to and including the date it is determined by the City that the necessary funds are not available (the "Lack of Funding Date"). Operator shall have no claim of any sort to the unexpended funds following the Lack of Funding Date.
- 31.** 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. Unless otherwise

directed by the City, at all times Seller shall continue performance under the Contract documents while matters in dispute are being resolved. If the parties are unable to resolve their dispute as described above within 30 days, 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.

Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party as soon as practicable after the first observance of such injury or damage.

Duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

32. **Correction of Work.** The Seller shall promptly correct work rejected by the City as failing to conform to the requirements of the Contract Documents. The Seller shall bear the cost of correcting such rejected work. In addition to the Seller's other obligations including warranties under the Contract, the Seller shall, for a period of one year after final acceptance, correct work not conforming to the requirements of the Contract Documents. If the Seller fails to correct nonconforming work within a reasonable time, the City may correct it and the Seller shall reimburse the City for the cost of the correction.
33. **Ownership of Documents.** The City and FTA will become owners of all documents prepared by the Seller upon payment for same by City, except any documents which may be protected by patent, lease or other written documents which provides proof of ownership.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

SELLER:

Dated _____, 2026

By: _____
Printed Name: _____
Title: _____
Duly Authorized

CITY OF NASHUA

Dated _____, 2026

By: _____
James W. Donchess, Mayor
Duly Authorized



ADOA Price Proposal

Solicitation #: BPM007074 / Contract #: CTR080561

Preparer: Patrick Claffey

Base Model

Promaster 3500 Cutaway GVWR 9,350 3.6L V-6

Base Model Price: \$ 194,669

\$ -

Options: \$ 49,794

M1 Service Options: \$ 6,859

CBS Unpublished Options: \$ 835



County Delivery Cost: N/A N/A

Vehicle Length	Lift Position	WC Positions	Passengers	CDL Required
23'	Front	2	14	No

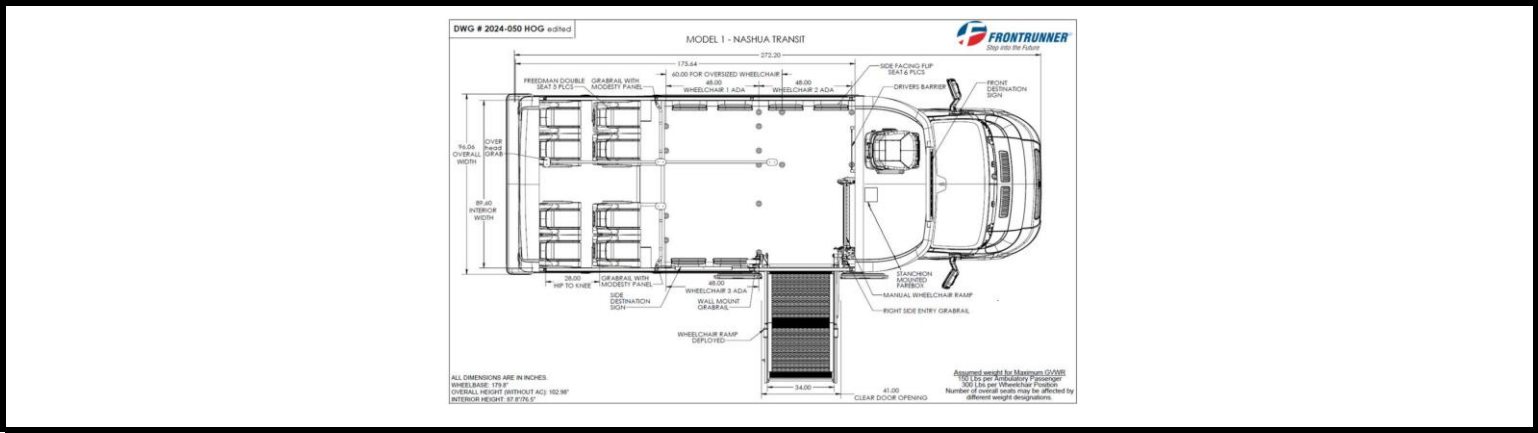
QTY Vehicles: 4 Total Contract Price: \$ 1,008,628

Per Vehicle Price: \$ 252,157

Customer Info

Customer:	Nashua Transit System
Address:	11 Riverside St. Nashua, NH 03062
Contact:	Camille Correa
Office Phone:	(603) 821-2035
Mobile Phone:	
E-Mail:	correac@nashuanh.gov

Floorplan



Base Model Features

Dodge Promaster

PROMASTER 3500 CUTAWAY			Quantity
VF3L34 Cutaway Chassis	3.6 Liter V-6	SEAT DELETE	1
FRONTRUNNER BASE PACKAGE			
FRONTRUNNER STANDARD BUS BASE CONVERSION PACKAGE			NEW-STD
Frontrunner purpose-built low floor chassis and frame kit, composite body structure, Coosa composite subfloor, Altro Chroma Mineral floor covering, Structural adhesives, LED interior and exterior lighting including center-mount brake light, back-up alarm, 6.5" marine grade speakers, large deep tinted fixed touring-style windows, (2) rear egress windows per FMVSS, 10 gauge steel rear bumper – powder coated black, OEM driver's seat with lumbar support and arm rest, steel wheels with ABS bolt-on wheel covers painted chrome, heated and adjustable side view mirrors with integrated turn signals, roll stability control, automatic traction control, front-wheel drive.			
AIR SUSPENSION OPTIONS			Quantity
Wabco - Rear only Suspension		NEW-ASA	1
BUS DOOR OPTIONS (SIDE ENTRANCE)			Quantity
A&M Door System		NEW-ANM	1
RAMP OPTIONS			Quantity
Manual Fold Out Ramp 34 x 60 W/ Retractable Latch		152-172-001C	1
TIE DOWNS & WHEEL CHAIR SECUREMENT OPTIONS			Quantity
Q'straint Q8301 Slide-n-Click WITH Lap & Shoulder Belt		NEW-CLICKNSLIDE	2
Q'straint - (2) Additional Floor Pucks for Oversized Wheel Chair		NEW-FLOORPUCKS	1
Q'straint Slide 'N Click Stowage Bracket (2 per WC position)		NEW-QSTOWBRKT	2
Q Straint Storage Pouch		Q5-8522	1
SAFETY EQUIPMENT & OPTIONS			Quantity
5lb Fire Extinguisher		466425K	1
Standard First Aid Kit		UX-116	1
Safety Triangle Kit		1005	1
Decal, Priority Seating		152-711-105A	2
HEATING & AIR CONDITIONING OPTIONS			Quantity
Spheros TC60 AC/Heat Combo Unit, Roof-mount			1
STAINLESS STEEL - UNPAINTED GRAB RAIL OPTIONS			Quantity
Stainless Grab Rail - Right Side Entry A&M Door		NEW-SSGRSA&M	1
Stainless Grab Rail - Curb-side Rear Step-Up w/Crossbar		NEW-SSGCSRSU	1
Stainless Grab Rail - Street-side Rear Step-Up w/Crossbar		NEW-SSGSSRSU	1
Stainless Grab Rail - Wall Mount Left Side Entry A&M Door		NEW-SSWMLSAM	1
Stainless Overhead Grab Rail - Front to Rear		NEW-SSGOH	1
MODESTY PANELS AND PADDING FOR GRABS			Quantity
Modesty Panel - Curb-side Rear Step-up Grab Rail (WHITE)		NEW-MODPANEL	1
Modesty Panel - Street-side Rear Step-up Grab Rail (WHITE)		NEW-MODPANEL	1
Freedman Go - ES Seating			Quantity
2 Passenger GO-ES Street-side		NEW-42467	1
2 Passenger GO-ES Curb-side			1
2 Passenger GO-ES Street-side - wheel well		NEW-42467WW	1
2 Passenger GO-ES Curb-side - wheel well			1
Freedman Seat Upgrades			Quantity
Level 1 choice of color - Base fabric, included in base seat cost		LEVEL 1	8

M1 PUBLISHED OPTIONS**Dodge Promaster**

Qty	Part #	Description	FY 2026 List Price	QTY Total
1		ADDITIONAL CHASSIS OPTIONS		
2	FTR-1	Spare Tire Only	\$ 463.00	\$ 926.00
1		SUSPENSION		
1	FTR-6	Wabco, 4 Corner Air Suspension in lieu of Rear Air Suspension Wabco, 4 Corner Air Suspension in lieu of Rear Air Suspension	\$ 2,327	\$ 2,327.00
1		DOORS		\$ -
1	FTR-8	Ventura Electric Door System Upgrade	\$ 7,444	\$ 7,444.00
1		LIGHTING		\$ -
1	FTR-17	Rear Center-mount LED "STOP" Light	\$ 707	\$ 707.00
1	FTR-21	3" Front-mount Turn Signals	\$ 514	\$ 514.00
1	FTR-22	Mid-Ship Turn Signals	\$ 649	\$ 649.00
1		OTHER BODY UPGRADES		
1	FTR-26	Drivers Side Running Board	\$ 823	\$ 823.00
1		ADA EQUIPMENT		\$ -
1	FTR-37	Q'straint InQline/Wheelchair Assist w/ Mounting Brackets	\$ 4,815	\$ 4,815
1	FTR-44	Q Straint Belt Cutter	\$ 19	\$ 19
6	FTR-48	Q'straint Secure Loop, Blue 18"	\$ 19	\$ 114
1		SAFETY		\$ -
1	FTR-55	MFASCO Fire Blanket w/ Storage Bag (62" x 82")	\$ 103	\$ 103
1	FTR-56	Chock Blocks	\$ 32	\$ 32
1	FTR-57	Body Fluid Kit	\$ 58	\$ 58
1	FTR-60	4.5x10 Interior Mirror	\$ 122	\$ 122
1	FTR-61	Wide Angle/Fisheye Fresnal Lens for Rear Window	\$ 45	\$ 45
1	FTR-66	Seaflo Battery Disconnect Switch	\$ 373	\$ 373
1	FTR-68	Hooded LED Bulkhead Light	\$ 238	\$ 238
1	FTR-72	Decal, Max Vehicle Height	\$ 13	\$ 13
1		YELLOW GRAB RAIL OPTIONS		
1	FTR-77	Yellow Stanchions ILO Stainless Steel (per Bus)	\$ 1,016	\$ 1,016
1		ELECTRICAL		
1	FTR-93	Public Address/PA System	\$ 1,022	\$ 1,022
1	FTR-94	Exterior Speaker for PA System	\$ 399	\$ 399
1	FTR-96	Two-way Radio Pre-wire, 12 Volt	\$ 238	\$ 238
1		WIRELESS STOP REQUEST		
1	FTR-102	Stop Request System - 10 & 2 Floor Plan	\$ 3,073	\$ 3,073
1		FREEDMAN STEAING		
6	FTR-115	1 Passenger Wall Seat	\$ 958	\$ 5,748
16	FTR-116	U.S. Arm Rest	\$ 58	\$ 928
2	FTR-118	Yellow AV Grab Handle	\$ 71	\$ 142
1	FTR-122	8" Belt Extender	\$ 45	\$ 45
1	FTR-123	12" Belt Extender	\$ 45	\$ 45

M1 PUBLISHED OPTIONS**Dodge Promaster**

1	FTR-126	Priority Seating Vinyl, English & Spanish	\$ 103	\$ 103
14	FTR-127	Level 3 Upholstery (per seat)	\$ 45	\$ 630
1		MISC OPTIONS		
1	FTR-132	Destination Signs - Hanover (Amber)	\$ 7,489	\$ 7,489
1	FTR-133	Camera System - Seon 8-Camera	\$ 9,594	\$ 9,594
Subtotal Manufacturer Options:				\$ 49,794

Model 1 Service Options**Dodge Promaster**

Qty	Part #	Description	FY 2026 List Price	QTY Total
1	M1-S-27	Graphics Package - ULTIMATE - Up To 23FT	\$ 6,859	\$ 6,859
		Subtotal Manufacturer Options:	\$	6,859

Dodge Promaster

—

Solicitation #: BPM003324 / Contract #: CTR054848

Warranty Administration – New England Wheel’s warranty for its bus structure is 3 years/50,000 miles. Each bus contains two stickers as shown below with Warranty Instructions to facilitate warranty service. These labels are affixed prominently in the driver’s area as well as under the hood. We have found that particularly with a bus there can be questions relative to whether the issue is bus related or an issue with the OEM Promaster 3500 chassis. This clear procedure for contacting us initially facilitates the initial point of contact to our warranty department where we can diagnose the problem over the phone and/or direct the customer to the proper service facility to resolve a service-related issue.

A copy of the label is below. This also allows us to assign a warranty authorization number so that we may track the authorized warranty work and issue the appropriate authorization to proceed to the appropriate warranty repaircenter.



Warranty assistance falls under the leadership of the company’s Director of Service. We have dedicated warranty personnel able to assist customers with their warranty related issues as well as diagnose service-related problems. Any warranty related call not immediately answered will be returned within (2) hours and in general are returned within the hour. The following pages contain our warranty documents. The first is our general warranty statement and the second is a

warranty matrix that specifically addresses the various warranties associated with other manufacturer’s components that may be installed in the Frontrunner. Our website also has a link for a customer to contact us for a service/warranty related question. Under the “Contact Us” drop down menu there is a field for Service/Parts with a box for a description and contact number.

LIMITED WARRANTY

New England Wheels, Inc. warrants to the original purchaser of its Frontrunner product, that New England Wheels, Inc. ("NEW") will repair or replace, at its option, all parts manufactured by NEW that fail by reason of defective material or workmanship as follows:

1. **Limited Warranty.** Except as set forth otherwise below, NEW warrants all NEW manufactured parts against defective material and workmanship or failure, under normal use and service, for a period of three (3) years or 50,000 miles, whichever occurs first following [delivery]. NEW will repair or replace during such Limited Warranty coverage period all NEW manufactured parts covered under this Limited Warranty or reimburse the warranty holder for such repair or replacement as set forth herein. This Limited Warranty period is not extended if we repair or replace the product.
2. **Labor Costs.** Labor costs for New England Wheels, Inc. parts replaced under this Limited Warranty will be reimbursed at an hourly rate to be determined at the time of the warranty claim taking into account current labor rates in effect and geographic location. Under all circumstances, warranty repair work must be performed by an authorized NEW dealer according to NEW's warranty claim procedures. Unauthorized repair of parts replaced by someone other than an authorized NEW dealer is not covered by this warranty. NEW reserves the right to require that defective parts be returned for inspection prior to paying warranty claims.
3. **Other Manufacturer's Warranties.** Individually installed components of NEW parts that are manufactured by other manufacturers are not covered by this Limited Warranty and may carry their own individual manufacturer warranties including but not limited to heating and cooling components, electric doors, seating components, wheelchair lifts/ramps, and wheelchair tie-downs. These individual warranties carry their own terms which may be greater or less than those specified herein. Please refer to the individual warranties for installed components that are part of the vehicle's delivery package.
4. **OEM Warranty.** The vehicle's original equipment manufacturer ("OEM") warranty (i.e. Fiat Chrysler of America) will supplement this warranty for all non-modified components, i.e. vehicle engine and drive train, tires, brakes, and all other non-modified OEM equipment.
5. **Exclusions from Limited Warranty Coverage.** This Limited Warranty does not cover:
 - Damage caused by accident, road hazard, misuse, lack of proper maintenance, or failure to follow towing, hoisting, and other operating instructions.
 - Routine maintenance, adjustments, repair diagnosis, road service and towing. (Roadside assistance and towing are part of the FCA warranty for 5 yrs./60,000 miles for Promaster related issues engine/powertrain). NEW will reimburse up to \$200. for towing required as a result of a non FCA issue.
6. **Disclaimers and Limitations.** This warranty covers only those parts manufactured and installed by NEW and is intended to supplement the OEM vehicle manufacturer's warranty. Refer to the vehicle manufacturer's warranty coverage.

New England Wheels, Inc. disclaims liability for any personal injury or property damage that results from the operation of a New England Wheels, Inc. product that has been modified from the original New England Wheels, Inc. design. No other person or company is authorized to change the design of this product without written authorization from New England Wheels, Inc.

NEW ENGLAND WHEELS, INC.'S OBLIGATION UNDER THIS LIMITED WARRANTY IS EXCLUSIVELY LIMITED TO THE REPAIR OR EXCHANGE OF PARTS, OR REIMBURSEMENT FOR SAME, THAT FAIL WITHIN THE APPLICABLE LIMITED WARRANTY PERIOD. THE REMEDIES DESCRIBED ABOVE ARE THE SOLE AND EXCLUSIVE REMEDIES AND NEW'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. NEW'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY THE WARRANTY HOLDER FOR THE DEFECTIVE PRODUCT, NOR SHALL NEW UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS, AND THERE MAY BE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

New England Wheels, Inc.
33 Manning Road
Billerica, MA 01821
(800) 886-9247
Fax: (978) 663-6709
warranty@newenglandwheels.com

WARRANTY CLAIM PROCEDURES

Whereas, all New England Wheels, Inc. ("NEW") manufactured parts and workmanship are warranted against defective material or workmanship or failure for the period of three (3) years or 50,000 miles, whichever occurs first following [delivery] to customer, and all other parts are held to existing manufacturer's warranties, the following procedures must be adhered to for the assurance of proper care and re-imbursement for warranty claims by NEW customers:

All invoices submitted to New England Wheels, Inc. must reference the authorization number. In addition, the invoice must contain:

1. Name and End User/Customer
2. Name of New England Wheels, Inc. Dealer or Authorized Repair Facility
3. Vehicle Identification Number
4. Vehicle Mileage
5. Date of Purchase and/or Manufacture Date of Vehicle
6. New England Wheels Warranty Work Authorization Number

If requested, defective parts must be returned to NEW before warranty reimbursement is made. Upon receipt of said parts and verification of the warranty authorization, payment of the claim will be processed.

For outside warranty work by an authorized NEW dealer, parts will be supplied to the dealer unless otherwise arranged by NEW.

Frontrunner Warranty Matrix

<i>Chassis Manufacturer</i>	<i>Coverage</i>
Ram ProMaster 3500 Bumper to Bumper	3 Years / 36,000 Miles
Ram ProMaster 3500 Power Train	5 Years / 100,000 Miles
Ram ProMaster 3500 Rust Through	5 Years / 100,000 Miles
Ram ProMaster 3500 Road-side Assistance	5 Years / 60,000 Miles
<i>New England Wheels/Other</i>	<i>Coverage</i>
Body/Conversion Warranty*	3 Years / 50,000 Miles
Door Systems	3 Years / 50,000 Miles
Suspension System	3 Years / 50,000 Miles
Manual/Electric Wheelchair Ramp	3 Years / 36,000 Miles
Windows	3 Years / 36,000 Miles
ProAir rear Air-Conditioning/Heat	3 Years / 36,000 Miles
Freedman Seating	Metal Components – (5) Years Plastic Components – (3) Years Moving Components – (3) Years Gas Shock Components – (1) Year Upholstered Components (foam) – (2) Years

Q'Straint QRT Deluxe Wheelchair Tie-downs	3 Years Limited
Other electrical components: Camera Systems, Video Equipment, PA System	1 Year / 12,000 Miles
<i>*Includes: Bus Body Structure, Lowered Floor Chassis, Walls, Roof, Trim Panels, and Wiring.</i>	
<i>**Any item not listed falls under original manufacturer's standard warranty.</i>	

Please contact a New England Wheels representative **BEFORE** any work is performed on your vehicle that may be deemed warranty. In order to prevent denial of your warranty claim an authorization must be obtained prior to any work performed. Simply email us at: warranty@newenglandwheels.com or call 978-663-9724 to speak with someone in our service/warranty department.

To better assist you we will require the following information in your email or phone call:

- The Last 8 of the vehicles VIN#
- The current Mileage of the vehicle
- A detailed description of the issue

REQUIRED CONTRACT FEDERAL CLAUSES – ROLLING STOCK 6-8-26

CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

- a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available. 46 U.S.C. § 55305, and U.S. Maritime Administration regulations, “Cargo Preference – U.S.-Flag Vessels,” 46 CFR Part 381.
- b. to furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in 46 CFR § 381.7(a)(1) shall be furnished to both the recipient (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590; and
- c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). Violations must be reported to FTA and the Regional Office of the Environmental Protection Agency. The following applies for contracts of amounts in excess of \$150,000: Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or

regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FTA.”

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate. The Contractor agrees to include the above two clauses in each

subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

- a. Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, leases, subcontracts, arrangements, other third-party Contracts of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.334. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information, including such records and information the contractor or its subcontractors may regard as confidential or proprietary, related to performance of this contract in accordance with 2 CFR § 200.337.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract in accordance with 2 CFR § 200.337.

CHANGES TO FEDERAL REQUIREMENTS

Federal requirements that apply to the Recipient or the Award, the accompanying Underlying Agreement, and any Amendments thereto may change due to changes in federal law, regulation, other requirements, or guidance, or changes in the Recipient's Underlying Agreement including any information incorporated by reference and made part of that Underlying Agreement; and Applicable changes to those federal requirements will apply to each Third-Party Agreement and parties thereto at any tier.

RECOVERED MATERIALS

The Bidder agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 1 2873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Recipient and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

TERMINATION

Termination for Convenience (General Provision)

The Agency may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Agency's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to Agency to be paid the Contractor. If the Contractor has any property in its possession belonging to Agency, the Contractor will account for the same, and dispose of it in the manner Agency directs.

Termination for Default [Breach or Cause] (General Provision)

If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the Agency may terminate this contract for default. Termination shall be effected by serving a Notice of Termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor will be paid only the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the Agency that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the Agency, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a Termination for Convenience.

Opportunity to Cure (General Provision)

The Agency, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to Agency's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from Agency setting forth the nature of said breach or default, Agency shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude Agency from also pursuing all available remedies against Contractor and its sureties for said breach or default.

Waiver of Remedies for any Breach

In the event that Agency elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by Agency shall not limit Agency's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

Termination for Default (Supplies and Service)

If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, the Agency may terminate this contract for default. The Agency shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Agency.

NOTICE TO FTA AND U.S. DOT INSPECTOR GENERAL OF INFORMATION RELATED TO FRAUD, WASTE, ABUSE, OR OTHER LEGAL MATTERS

If a current or prospective legal matter that may affect the Federal Government emerges, the Recipient must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the Recipient is located. The Recipient must include a similar notification requirement in its Third-Party Agreements and must require each Third-Party Participant to include an equivalent provision in its subagreements at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

(2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

(3) The Recipient must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the Recipient is

located, if the Recipient has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the Recipient and FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of the Recipient. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

Governing Law

This Agreement shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this Agreement, 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.

DEBARMENT AND SUSPENSION

(Executive Orders 12549 and 12689). A covered transaction (see 2 C.F.R. §§ 180.220 and 1200.220) must not be entered into with any party listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (31 U.S.C. § 6101 note, 51 Fed. Reg. 6370,) and 12689 (31 U.S.C. § 6101 note, 54 Fed. Reg. 34131), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federal assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award;
- or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Recipient. If it is later determined by the Recipient that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer and 2CFR 200.318(k). The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

This affidavit must be on the form provided by NTS.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

Sam.gov Unique ID Number: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- (1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals as defined at 49 CFR § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.’
- (2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The bidder respondent and all subcontractors hereby certifies that he/she has not been debarred or suspended from participation in Federal contracts. Please note - separate certification may be photo copied and submitted by each subcontractor. (Pursuant to 49 CFR, Part 29).

CERTIFIED (Contractor)

CERTIFIED (SubContractor(s))

Company

Company

Signed By

Signed By

Name & Title

Name & Title

Date

Date

CIVIL RIGHTS LAWS AND REGULATIONS

The following Federal Civil Rights laws and regulations apply to all contracts.

The Contractor and any subcontractor agree to comply with all the requirements prohibiting discrimination on the basis of race, color, or national origin of the Title VI of the Civil Rights Act of 1964, as amended 42 U.S.C 2000d, and U.S. DOT regulation "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of the Title VI of the Civil rights Act, "49 C.F. R. Part 21 and any implementing requirement FTA may issue.

1. Federal Equal Employment Opportunity (EEO) Requirements. These include, but are not limited to:

a) Nondiscrimination in Federal Public Transportation Programs. 49 U.S.C. § 5332, covering projects, programs, and activities financed under 49 U.S.C. Chapter 53, prohibits discrimination on the basis of race, color, religion, national origin, sex (including sexual orientation and gender identity), disability, or age, and prohibits discrimination in employment or business opportunity.

b) Prohibition against Employment Discrimination. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Executive Order No. 11246, "Equal Employment Opportunity," September 24, 1965, as amended, prohibit discrimination in employment on the basis of race, color, religion, sex, or national origin.

2. Nondiscrimination on the Basis of Sex.

Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681 et seq. and implementing Federal regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 C.F.R. part 25 prohibit discrimination on the basis of sex.

3. Nondiscrimination on the Basis of Age.

The "Age Discrimination Act of 1975," as amended, 42 U.S.C. § 6101 et seq., and Department of Health and Human Services implementing regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, prohibit discrimination by participants in federally assisted programs against individuals on the basis of age. The Age Discrimination in Employment Act (ADEA), 29 U.S.C. § 621 et seq., and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, also prohibit employment discrimination against individuals age 40 and over on the basis of age.

4. Federal Protections for Individuals with Disabilities.

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. § 12101 et seq., prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Third party contractors must comply with their responsibilities under Titles I, II, III, IV, and V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.

Civil Rights and Equal Opportunity The Agency is an Equal Opportunity Employer. As such, the Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications. Under this Contract, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

1. Nondiscrimination.

In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Race, Color, Religion, National Origin, Sex.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Age.

In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any Implementing requirements FTA may issue.

4. Disabilities.

In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29

U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

5. Promoting Free Speech and Religious Liberty.

The Contractor shall ensure that Federal funding is expended in full accordance with the U.S. Constitution, Federal Law, and statutory and public policy requirements: including, but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.

VIOLATION AND BREACH OF CONTRACT:

Disputes arising in the performance of this Contract that are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the agency. This decision shall be final and conclusive unless within [10] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the agencies authorized representative. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the agencies authorized representative shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance during Dispute:

Unless otherwise directed by the agencies authorized representative, contractor shall continue performance under this contract while matters in dispute are being resolved.

Claims for Damages:

Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies:

Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the agencies authorized representative and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the Agency is located.

Rights and Remedies: Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Agency or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

It is the policy of the Agency and the United States Department of Transportation (“DOT”) that Disadvantaged Business Enterprises (“DBE’s”), as defined herein and in the Federal regulations published at 49 C.F.R. part 26, shall have an equal opportunity to participate in DOT-assisted contracts.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Agency deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Prime contractors are required to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Agency makes to the prime contractor. 49 C.F.R. § 26.29(a).

Finally, for contracts with defined DBE contract goals, the contractor shall utilize the specific DBEs listed unless the contractor obtains the Agency’s written consent; and that, unless the Agency’s consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION TERMS

The provisions within include, in part, certain Standard Terms and Conditions required under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, detailed in 2 CFR § 200 or as amended by 2 CFR § 1201, or the most recent version of FTA Circular 4220.1 are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any request which would cause a violation of the FTA terms and conditions.

PROMPT PAYMENT

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor’s receipt of payment for that work. In addition, the contractor is required to return any retainage payments to those subcontractors within 30 days after the subcontractor’s work related to this contract is satisfactorily completed.

The contractor must promptly notify the Agency, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the Agency.

SAFE OPERATION OF MOTOR VEHICLES

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company rented vehicles, or personally operated vehicles. The terms “company-owned” and “company-leased” refer to vehicles owned or leased either by the Contractor or Agency.

DISTRACTED DRIVING

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- 1) Procure or obtain covered telecommunications equipment or services;
- 2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
- 3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:

- 1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- 2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment;

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of Public Law 115-232 and § 200.471.

LOBBYING RESTRICTIONS:

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

RESTRICTIONS ON LOBBYING Conditions on use of funds.

(a) No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification, that the person has not made, and will not make, any payment prohibited by paragraph (a) of this section.

(c) Each person who requests or receives from an agency a Federal contract, grant, loan, or a cooperative agreement shall file with that agency a disclosure form if such person has made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (a) of this section if paid for with appropriated funds.

(d) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a statement, whether that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

(e) Each person who requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan shall file with that agency a disclosure form if that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with that loan insurance or guarantee.

Certification and disclosure.

(a) Each person shall file a certification, and a disclosure form, if required, with each submission that initiates agency consideration of such person for:

- (1) Award of a Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) An award of a Federal loan or a commitment providing for the United

States to insure or guarantee a loan exceeding \$150,000.

(b) Each person shall file a certification, and a disclosure form, if required, upon receipt by such person of:

- (1) A Federal contract, grant, or cooperative agreement exceeding \$100,000; or
- (2) A Federal loan or a commitment providing for the United States to insure or guarantee a loan exceeding \$150,000,

Unless such person previously filed a certification, and a disclosure form, if required, under paragraph (a) of this section.

(c) Each person shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraphs (a) or (b) of this section. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(d) Any person who requests or receives from a person referred to in paragraphs (a) or (b) of this section:

- (1) A subcontract exceeding \$100,000 at any tier under a Federal contract;
- (2) A subgrant, contract, or subcontract exceeding \$100,000 at any tier under a Federal grant;
- (3) A contract or subcontract exceeding \$100,000 at any tier under a Federal loan exceeding \$150,000; or,
- (4) A contract or subcontract exceeding \$100,000 at any tier under a Federal cooperative agreement,

Shall file a certification, and a disclosure form, if required, to the next tier above.

(e) All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the person referred to in paragraphs (a) or (b) of this section. That person shall forward all disclosure forms to the agency.

(f) Any certification or disclosure form filed under paragraph (e) of this section shall be treated as a material representation of fact upon which all receiving tiers shall rely. All liability arising from an erroneous representation shall be borne solely by the tier filing that representation and shall not be shared by any tier to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue

all available remedies, including those authorized by section 1352, title 31, U.S. Code.

(g) For awards and commitments in process prior to December 23, 1989, but not made before that date, certifications shall be required at award or commitment, covering activities occurring between December 23, 1989, and the date of award or commitment. However, for awards and commitments in process prior to the December 23, 1989 effective date of these provisions, but not made before December 23, 1989, disclosure forms shall not be required at time of award or commitment but shall be filed within 30 days.

(h) No reporting is required for an activity paid for with appropriated funds if that activity is allowable under either subpart B or C.

Full and Open Competition In accordance with 49 U.S.C. § 5325(a) all procurement transactions shall be conducted in a manner that provides full and open competition.

Ineligible Contractors and Subcontractors:

Any name appearing upon the Comptroller General's list of ineligible contractors for federally- assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

Entire Agreement

This Agreement contains the entire agreement between the CITY and the CONTRACTOR and no oral agreement, promise, statement or representation, which is not herein contained, shall be binding upon the CITY or the CONTRACTOR. All amendments to this Agreement shall be in writing and executed by both parties.

BUY AMERICA REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661 and 2 CFR § 200.322 Domestic preferences for procurements, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7.

Build America, Buy America Act. Construction materials used in the Project are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C), 49 U.S.C. § 5323(u) and 49 C.F.R. § 661.11. Domestic preferences for procurements.

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA's Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS

(1) The contractor certifies that it:

(a) Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) Was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

If the contractor cannot so certify, the Recipient will refer the matter to FTA and not enter into any Third Party Agreement with the Third Party Participant without FTA's written approval.

(2) Flow-Down. The Recipient agrees to require the contractor to flow this requirement down to participants at all lower tiers, without regard to the value of any sub agreement.

This affidavit must be on the form provided by NTS.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date: _____

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Applicability: This requirement applies to all FTA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act: Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in

violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

For contracts over \$250,000 reference 2 C.F.R. §§ 200.317–200.327 for the procurement procedures that must be employed. The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply. For example, Buy America’s eligibility and process requirements apply to any procurement in excess of \$150,000. 49 U.S.C. § 5323(j)(13).

The bidder or offeror must submit to the Agency the appropriate Buy America certification. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive. For more information, please see the FTA’s Buy America webpage at: <https://www.transit.dot.gov/buyamerica>

DELINQUENT PERSONAL PROPERTY STATEMENT

_____, hereby affirms under oath, pursuant to New Hampshire State Code, that at the time the bid was submitted by _____(company) was / was not (please circle one) charged with delinquent personal property taxes on the General Tax List of Personal Property for Hillsborough County, New Hampshire.

If such charge for delinquent personal property tax exists on the General Tax List of Personal Property for Hillsborough County, New Hampshire, the amount of such due and unpaid delinquent taxes, including due and unpaid penalties and interest shall be set forth below. A copy of this statement shall be transmitted to the Hillsborough County Treasurer within thirty (30) days of the date it is submitted. If a contract is entered into, a copy of this statement shall also be incorporated into the contract between NTS and the bidder and no payment shall be made with respect to any contract unless such statement has been so incorporated as a part thereof.

\$ _____ Delinquent Personal Property Tax*

\$ _____ Penalties*

\$ _____ Interest*

\$ _____ Total*

Company

Signed By:

Name & Title

Date

State of _____ County of _____

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20____

NOTARY PUBLIC

SEAL

MY COMMISSION EXPIRES

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled out and executed by the bidder; if a corporation makes the bid, then by its properly executed agent. The name of the individual swearing to the affidavit should always appear on the line marked "Name of Affidavit." The affidavit's capacity, when a partner or officer of a corporation, should be inserted on lines marked "Capacity." The affidavit should sign individual name at end not partnership or corporation name, and swear to said affidavit before a notary public, who must attach his/her seal.

State of _____, County of _____,

I, _____ being first duly sworn, do hereby state that (Name of Affidavit)

I am _____ of _____
(Capacity) (Name of Firm, Partnership, Corporation)

whose business is _____

and who resides at _____

and that _____
(Give names of all persons, firms, or corporation interested in the bid)

is/are the only person(s) with me/us in the profits of the herein contained contract; that the contract is made without any connection or interest in the profits thereof with any persons making any bid or proposal for said work; that the said contract is on my/our part, in all respects fair and without collusion or fraud, and also that no members of the Board of Trustees, head of any department or bureau, or employee therein, or any employee of the Authority, is directly or indirectly interested therein.

SIGNATURE OF AFFIDAVIT

SWORN TO BEFORE ME THIS _____ DAY OF _____, 20_____.

NOTARY PUBLIC

SEAL

MY COMMISSION EXPIRES

CERTIFICATE OF TVM DBE COMPLIANCE

(TO BE FILLED OUT BY MANUFACTURER'S OF ROLLING STOCK ONLY)

In connection with the contract to be awarded as a result of the invitation to bid issued by the Nashua Transit System:

I hereby certify that the _____ (name of company) has complied with the requirements of 49 CFR 26, participation by Disadvantage Business in DOT Programs, and that our goals have not been disapproved by the Federal Transit Administration.

_____ Name of Company

_____ Signature of Authorized Official

_____ Name and Title of Authorized Official

_____ Date

FTA BUS CERTIFICATION

_____ 1. NEW BUS MODEL TO BE TESTED

In accordance with 49 CFR Part 665, "Bus Testing Program," the Proposer certifies that the bus model being proposed for this Contract is a new bus model or a bus model with a major change in configuration or components (as described in Subpart A of the interim rule). Bidder, at its own expense, will arrange for the required testing at the FTA Bus Testing Facility at Altoona, Pennsylvania prior to the Authority's acceptance of the first vehicle in a manner that the Time for Performance outlined in the Contract Specifications will not be impacted. Contractor will provide a copy of the Test Report prepared for this bus model prior to acceptance.

OR

_____ 2. BUS MODEL ALREADY TESTED

In accordance with 49 CFR Part 665, "Bus Testing Program," the Proposer certifies that the bus model being proposed for this Contract is not a new bus model and does not incorporate a major change in configuration or components (as described in Subpart A of the interim rule). The Contractor will provide, upon request of the Authority, a copy of the Test Report prepared for the bus model accepted under this Contract.

(CHECK ONE BOX ONLY)

Date: _____

Company: _____

Signature: _____

Title: _____

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENT FOR
BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

*(To be submitted with a bid or offer exceeding the small purchase threshold for
Federal assistance programs, currently set at \$150,000.)*

Certificate of Compliance

The bidder hereby certifies that it will comply with the requirements of 49 U.S.C.
Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation
Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11:

Date: _____

Signature: _____

Company Name: _____

Title: _____

Certificate of Non-Compliance

The bidder hereby certifies that it cannot comply with the requirements of 49 U.S.C.
Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation
Assistance Act of 1982, as amended, but may qualify for an exception to the
requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections
165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and
regulations in 49 CFR 661.7.

Date: _____

Signature: _____

Company Name: _____

Title: _____

PRE-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

Signature

FEDERAL MOTOR VEHICLE SAFETY STANDARDS

The Proposer and (if selected) Contractor shall submit (1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or (2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

Company name:

Name of signer:

Title:

Authorized signature

Date

SUPPLEMENTAL INFORMATION REQUIRED OF BIDDERS WARRANTY
Low Floor Cutaway Buses

Warranty – Body Structure (including rust): _____

Warranty – Body Components: _____

Warranty – Engine: _____

Warranty – Transmission: _____

Warranty - Axles: _____

Location for Engine / Transmission Warranty Repair:

Location for Body Warranty Repair:

Location for Parts and Service:



City of Nashua

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

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

June 10, 2026
Memo #26-192

TO: Mayor Donchess
Finance Committee

SUBJECT: Amendment #6 for transit services operations in the amount not to exceed \$550,000
funded from FTA Grant Funds/ 55- Other Services

Please see attached communications from Matt Sullivan, Community Development Director, dated June 8, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Contract extension through August 20, 2026
Value: \$550,000
Department: 186 Transportation
Vendor: First Transit (Trans Dev)
Fund: FTA Grant Funds/ 55-Other Services

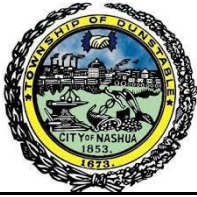
Ordinance: Pursuant to § 5-84 Special purchase procedures, A/(7) Purchases under extensions of contracts when no price increase exceeds 10% per year and where a market change has not reduced pricing in the product category.

Community Development Division: Transit Department, and the Purchasing Department respectfully requests 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
Sustainability	589-3092

Date: June 8th, 2026

**To: Jim Donchess, Mayor
Finance Committee
Board of Aldermen**

From: Matt Sullivan, Community Development Director

Re: TransDev Contract Amendment #6 - One Month Extension

The Division of Community Development and Nashua Transit System (NTS) respectfully request the following contract amendment to the existing five-year contract for transit operations services with First Transit (Trans Dev), the City's operational contractor. In June of 2019, the City of Nashua entered into a 5-year contract for transit operations with the option to extend for up to three (3) years at one (1) year intervals past 2024. The City has extended its current contract for two of three allowable extension years. This extension is from July 1st, 2026 through August 20th, 2026. The basis for this request is to give the City/ NTS additional time to select a transportation provider as part of a recently opened Request for Proposals. Additional time is needed to negotiate a final version of the contract in the best interest of NTS, Mayor, Board of Aldermen, and taxpayers.

Thank you for your consideration of this request.

Sincerely,

Matt Sullivan
Community Development Director

Cc: Amy Girard, Purchasing Manager
Camille Correa, Transit Administrator

Sixth Amendment to Transit Contracting Agreement
between
City of Nashua and TransDev, Inc.

An Agreement was made by and between the **City of Nashua**, whose address is 229 Main Street, Nashua, NH 03061 (“City”) and **First Transit, Inc.**, with a mailing address of 720 East Butterfield Road, Suite 300, Lombard, IL 60148 (“First Transit” and collectively the “Parties”) on June 5, 2019, and was amended on December 1, 2020 through the First Amendment, on March 15, 2023 through the Second Amendment, on September 29th, 2023 through the Third Amendment, on June 25, 2024 through the Fourth Amendment, and the Fifth Amendment dated July 21st, 2025 (as amended, the “Agreement”).

WHEREAS, Section 2 of the Agreement sets forth Commencement and Term;

WHEREAS, Section 2 of the Agreement sets forth that City shall have the option to extend the contract for up to three years (3) with one (1) year intervals;

WHEREAS, Section 30 of the Agreement provides that all amendments to the Agreement be in writing and executed by both parties;

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

1. As of the Effective Date of this Fifth Amendment, Section 2 of the Agreement shall be amended to add the following language:

The City of Nashua hereby agrees to extend the term of this agreement with an expiration date of August 20th, 2026.

2. All other terms and conditions of the Agreement remain in full force and effect.

Effective Date of this Fifth Amendment: July 1st, 2026

City of Nashua

TransDev, Inc.,

By: James W. Donchess, Mayor

By: Paul O’Brien, Regional Vice-President

Date:

Date:

Jim Donchess

Mayor • City of Nashua

To: Finance Committee

From: Mayor Jim Donchess

Date: June 4, 2026

Re: Authorization of Emergency Purchase Order – Sewer Repair 125 Temple Street

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

An emergency authorization has been approved to repair the sewer connection at 125 Temple Street. This property is a two-family residence that experienced a failed sewer service connection in a public right-of-way. Upon investigation, it was determined that approximately 28 linear feet of failed 8-inch vitrified clay pipe (VCP) had cracked, deteriorated, and was obstructed with debris. A new 6-inch PVC sewer service will be installed. This emergency work is necessary to restore proper sewer service and protect public health and safety. The work will be completed by Crisp Contracting for \$34,099.36, per the pricing established in the bid IFB0779-010725.

Thank you.



THE CITY OF NASHUA

*Division of Public Works
Engineering Department*

"The Gate City"

Memorandum

Date: June 2, 2026

To: Amy Girard, Purchasing Manager

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

Cc: Lisa Fauteux, Director of Public Works
Carolyn O'Connor, Assistant Director Public Works Finance & Administration

Re: 125 Temple Street – Emergency Sewer Service Repair

Discussion: The property owner of 125 Temple Street, a two-family residence, contacted the Engineering Department regarding a failed sewer service connection within the public right-of-way. The owner reported that during a sewer backup at the property, a plumber attempted to clear the blockage; however, the cleaning snake became stuck in the sewer lateral, which further restricted flow and increased the blockage leaving the residents with no flow.

In accordance with NRO §255-54 a property owner of a one or two- family residence who requires repair or replacement of an existing service connection to the municipal sewerage system shall be charged \$600 for the City's performance and cost of replacing or repairing the existing service connection from the main sewer to the property owner's property line.

A review of the City's records found no sewer permit or sewer connection records for the property. The only available information was from previous CCTV inspections of the sewer main. Based on the CCTV records, the sewer service connection was identified approximately 60 feet upstream of manhole SS-MH249, at the intersection of Temple Street and Commercial Street. It was also known that the sewer main is approximately 15 feet deep in this area, indicating that the service connection was likely at a similar depth.

Crisp Contracting was contacted to perform the emergency repair, as the company has completed multiple sewer service repairs throughout the City, including similar projects for the Engineering Department, and currently holds a contract with the City for sewer and drain main repairs. Pricing for the emergency work will be based on established unit pricing in Crisp Contracting's existing sewer and drain contract.

During excavation, it was discovered that the existing 8-inch vitrified clay pipe (VCP) lateral has cracked, and contains holes, and is filled with debris. Approximately 28 LF of pipe will be replaced with a new 6-inch PVC sewer service from the property line to the existing 6-inch PVC chimney connection.



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: CRISP CONTRACTING LLC
7 BARTLETT AVE
NASHUA, NH 03064
and its successors, transferees and assignees
(together "**CONTRACTOR**")

For the following Project: **SEWER REPAIR – 125 TEMPLE STREET**

ARTICLE 1 – THE CONTRACT DOCUMENTS

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

1. This Agreement signed by the **OWNER** and **CONTRACTOR**, including the General Terms and Conditions;
2. Exhibit A - Quote submitted June 1, 2026;
3. Certificate of Insurance

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:

Provide all labor and materials, in accordance with **Exhibit A**, for:

The work consists of the emergency repair of the sewer service connection serving the two-family residence located at 125 Temple Street. The repair included excavation within the public right-of-way, removal of approximately 28 linear feet of failed 8-inch vitrified clay pipe (VCP) sewer lateral that was cracked, deteriorated, and obstructed with debris, and installation of a new 6-inch PVC sewer service connection from the property line to the existing PVC chimney connection. Unit pricing for this work is based on the contractor's bid prices established under IFB0779-010725 – 2025 Sewer Replacement – Contract 1.

ARTICLE 3 – PERIOD OF PERFORMANCE

CONTRACTOR shall perform and complete all work by **June 4, 2026**. Completion 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.

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:

THIRTY FOUR THOUSAND NINETY-NINE DOLLARS and 36/100 **(\$34,099.36)**

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

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

- **CONTRACTOR** is responsible for and required to remedy all damage or loss to any property, including property of the **OWNER**, caused in whole or part by **CONTRACTOR** or anyone employed, directed, or supervised by **CONTRACTOR**.

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

General Terms and Conditions

ARTICLE 6 – GENERAL PROVISIONS

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

ARTICLE 7 – OWNER

1. Except for permits and fees, which are the responsibility of the **CONTRACTOR** under the Contract Documents, the **OWNER** shall obtain and pay for other necessary approvals, easements, assessments and charges.

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

ARTICLE 8 – CONTRACTOR

1. Execution of the Contract by the **CONTRACTOR** is a representation that the **CONTRACTOR** has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
2. The **CONTRACTOR** shall carefully study and compare the Contract Documents with each other and with information furnished by the **OWNER**. Before commencing activities, the **CONTRACTOR** shall: (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the **CONTRACTOR** with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the **OWNER**.
3. The **CONTRACTOR** shall supervise and direct the Work, using the **CONTRACTOR's** best skill and attention. The **CONTRACTOR** shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.
4. The **CONTRACTOR**, as soon as practicable after award of the Contract, shall furnish in writing to the **OWNER** the names of subcontractors or suppliers for each portion of the Work. The **OWNER** will promptly reply to the **CONTRACTOR** in writing if, after due investigation, he has reasonable objection to the subcontractors or suppliers listed.
5. Unless otherwise provided in the Contract Documents, the **CONTRACTOR** shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work.
6. The **CONTRACTOR** shall deliver, handle, store and install materials in accordance with manufacturers' instructions.
7. The **CONTRACTOR** warrants to the **OWNER** that (1) materials and equipment furnished under the contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the

- quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.
8. The **CONTRACTOR** shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.
 9. The **CONTRACTOR** shall obtain and pay for the building permit and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.
 10. The **CONTRACTOR** shall comply with and give notices required by agencies having jurisdiction over the Work. If the **CONTRACTOR** performs Work knowing it to be contrary to laws, statutes, ordinances building codes, and rules and regulations without notice to the **OWNER**, the **CONTRACTOR** shall assume full responsibility for such Work and shall bear the attributable costs. The **CONTRACTOR** shall promptly notify the **OWNER** in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.
 11. The **CONTRACTOR** shall promptly review, approve in writing and submit Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.
 12. The **CONTRACTOR** shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the **OWNER**.
 13. The **CONTRACTOR** shall be responsible for cutting, fitting or patching required completing the Work or to make its parts fit together properly.
 14. The **CONTRACTOR** shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.
 15. Upon completion of WORK, **CONTRACTOR** warrants and guarantees to **OWNER**, for one (1) year, and that all WORK was completed in accordance with the Contract Documents and will not be defective. **CONTRACTOR's** warranty and guarantee hereunder excludes defects or damage caused by:
 - Abuse, modification, or improper maintenance or operation by persons other than **CONTRACTOR**, subcontractors, suppliers, or any other individual or entity for whom **CONTRACTOR** is responsible; or
 - Normal wear and tear under normal usage.

ARTICLE 9 – CHANGES IN THE WORK

1. After execution of the Contract, changes in the Work may be accomplished by Change Order or by order for a minor change in the Work. The **OWNER**, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
2. A Change Order shall be a written order to the **CONTRACTOR** signed by the **OWNER** to change the Work, Contract Sum or Contract Time.
3. Change Order requests must include material and equipment cost plus labor with a profit margin of no more than 10%. Change Orders may require approval by the Board of Public Works and the **OWNER's** Finance Committee vote prior to proceeding.
4. The **OWNER** will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the

Contract Documents. Such changes shall be written orders and shall be binding on the **OWNER** and **CONTRACTOR**. The **CONTRACTOR** shall carry out such written orders promptly.

5. If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment following authorization of the **OWNER** to the charges.

ARTICLE 10 – TIME

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

ARTICLE 11 – PAYMENTS AND COMPLETION

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

➤ Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

➤ Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

In addition, please do not submit invoices, electronically or paper copy, to Engineering Department directly. This will delay payment to Contractor.

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. Upon receipt of an Application for Payment, the **OWNER** will inspect the Work. When **OWNER** finds the Work acceptable and the Contract fully performed, the **OWNER** will promptly issue payment.
11. Warranties required by the Contract Documents shall commence on the date of final payment.
12. Acceptance of final payment by the **CONTRACTOR**, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 12 – PROTECTION OF PERSONS AND PROPERTY

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

ARTICLE 13 – CORRECTION OF WORK

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

ARTICLE 14 – PROHIBITED INTERESTS

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

ARTICLE 15 – TERMINATION OF THE CONTRACT

TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL

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

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

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

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

TERMINATION FOR CAUSE

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

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

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

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

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

GENERAL PROVISIONS FOR TERMINATION

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

ARTICLE 16 – DISPUTE RESOLUTION

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

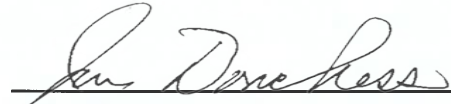
ARTICLE 17 – CHOICE OF LAW AND VENUE

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

ARTICLE 18 – MISCELLANEOUS PROVISIONS

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

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


CITY OF NASHUA, NH (signature)


CRISP CONTRACTING (signature)

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

Jack Crisp, Owner
(Printed Name and Title)

6/4/2026
Date

6/4/26
Date

CITY OF NASHUA EMERGENCY SEWER REPAIR 125 TEMPLE ST, NASHUA NH (CRISP CONTRACTING)					
ITEM DISCRPTION		TEMPLE STREET	UNIT	UNIT PRICE	COST
1A	Remove Existing Pipe and Replace with 12" Pipe (PVC - SDR 35) 0' to 9' Depth			\$ 600.00	\$ -
1B	Remove and Replace 6" Sewer Service (PVC - SDR 35) All Depths			\$ 300.00	\$ -
2A	8" to 10" Sewer or Drain Pipe Point Repair (PVC-SDR35) 0' to 9' Depth	2.80	EA	\$ 7,000.00	\$ 19,600.00
2B	8" to 10" Sewer or Drain Pipe Point Repair (PVC-SDR35) >9' to 13' Depth			\$ 11,000.00	\$ -
2C	12" to 15" Sewer or Drain Pipe Point Repair (PVC-SDR35) 0' to 9' Depth			\$ 9,000.00	\$ -
2D	12" to 15" Sewer or Drain Pipe Point Repair (PVC-SDR35) >9' to 13' Depth			\$ 12,000.00	\$ -
3A	8"x6", 10"x6", 12"x6" PVC Sanitary Wye	1.00	EA	\$ 600.00	\$ 600.00
3B	Core Existing Sewer Manhole for 8", 10", 12" or 15" Pipe			\$ 1,400.00	\$ -
4A	Construct Single Sewer Manhole (4-foot Dia) Including Invert (Water Street ONLY)			\$ 450.00	\$ -
4B	Construct Sewer Manhole at Point Repair or Summit Manhole Location (4-foot Dia)			\$ 450.00	\$ -
4C	Find, Uncover and Raise Existing Sewer or Drain Casting to Grade			\$ 2,000.00	\$ -
4D	Connect New Sewer or Drain to Existing Structure using Existing Hole	2.00	EA	\$ 1,000.00	\$ 2,000.00
4E	Connect Existing Sewer Line or Drain to New Structure			\$ 1,500.00	\$ -
5A	ASTM No. 67 Stone	22.40	CY	\$ 36.00	\$ 806.40
5B	Temporary Bituminous Pavement Patch including 24" Crushed Gravel Base	8.00	SY	\$ 130.00	\$ 1,040.00
5C	Hot Bituminous Pavement (Permanent Binder and Wearing Courses)	4.20	TONS	\$ 400.00	\$ 1,680.00
5D	Sawed Bituminous Pavement	104.50	LF	\$ 4.00	\$ 418.00
5E	Unclassified Excavation			\$ 80.00	\$ -
10A	Silt Sack			\$ 60.00	\$ -
12	Mobilization (5% Max) Of Base Cost			\$ 15,000.00	\$ -
13	Uniformed Police Officers			\$ 15,000.00	\$ -
14	Flaggers	48.00		\$ 30.00	\$ 1,440.00
15	Mobilization (1.85%) Of Base Cost				
16	Allowance for Unanticipated Hazardous Materials			\$ 10,000.00	\$ -
19	Message Board			\$ 450.00	\$ -
20A	Test Pit (0' to 9' Depth)	0.00		\$ 4,000.00	\$ -
20B	Test Pit (>9' to 15' Depth)			\$ 8,000.00	\$ -
21	Bracing of Existing Utility Poles			\$ 200.00	\$ -
22	Vacuum Truck			\$ 450.00	\$ -
	Change Order #1 (No Cost)				\$ -
23	Reset Granite Curb	11.00		\$ 55.00	\$ 605.00
24	Loam & Seed (6-Inch Depth)			\$ 130.00	\$ -
25	3-Inch Bituminous Sidewalk Incl. 6" Gravel Base	5.50		\$ 135.00	\$ 742.50
26	6-Inch Reinforced Concrete Sidewalk Incl. 6" Gravel Base (1 Panel incl. Temp Asphalt)	4.50		\$ 350.00	\$ 1,575.00
27	6-Inch Reinforced Concrete Sidewalk (2 to 5 Panels incl. Temp Asphalt)			\$ 250.00	\$ -
28	6-Inch Reinforced Concrete Sidewalk (6 Panels or more incl. Temp Asphalt)			\$ 200.00	\$ -
29	Construct or Reconstruct SMH Brick Invert (Incl. Removal of Existing Pipe inside SMH)			\$ 2,100.00	\$ -
	Change Order #2 (No Cost)				\$ -
30	Furnish and Install 12" Drain Pipe (HP Storm) 0' to 9' Depth			\$350.00	\$ -
31	Furnish and Install 15" Drain Pipe (PVC-SDR35) 0' to 9' Depth			\$450.00	\$ -
32	Furnish and Install 15" Drain Pipe (RCP) 0' to 9' Depth			\$450.00	\$ -
33	Funish and Install Sewer Manhole (4-foot Dia) 0' to 10' Depth (Incl Brick Invert)			\$700.00	\$ -
34	Funish and Install Catch Basin (4-foot Dia) 0' to 9' Depth			\$450.00	\$ -
35	Remove 2- Existing 12-inch RCP Pipe and Existing CB			\$1,200.00	\$ -
36	Furnish and Install Bituminoius Curbing (Cape Cod Berm)			\$40.00	\$ -
37	#67 Stone	22.40	CY	\$36.00	\$ 806.40
38	Remove and Reinstall Existing Mailbox			\$100.00	\$ -
39	By-Pass Pumping			\$2,000.00	\$ -
40	Replace 3-Foot Diameter Canadian Yew Shurbs			\$120.00	\$ -
	Change Order #3 (\$1,000,000)				\$ -
	Change Order #4 (No Cost - 3 Spalding Street Sewer)				\$ -
41	Sewer Service - 3 Spalding Stret			\$10,000.00	\$ -
	Change Order #4 (No Cost - Progress Ave Drain Line ONLY				\$ -
42	Connect New Sewer or Drain to Existing Structure using Existing Hole			\$3,300.00	\$ -
43	Hot Bituminous Pavement (Permanent Binder and Wearing Courses)			\$165.00	\$ -
44	Sawed Bituminous Pavement			\$11.00	\$ -
45	Unclassified Excavation			\$11.00	\$ -
46	Loam and Hydroseed (6-Inch Depth)			\$16.50	\$ -
47	Silt Sack			\$220.00	\$ -
48	Flaggers			\$64.90	\$ -
49	Reset Granite Curb			\$99.00	\$ -
50	Gravel (Pavement Subbase)			\$88.00	\$ -
51	No. 67 Stone			\$31.46	\$ -
52	Furnish and Install 18" Drain Pipe (N-12) All' Depths			\$296.00	\$ -
	Change Order No. 5 (NO COST) - Broadview Ave				\$ -
53	6" DI Sewer (Including Exc, Backfill & Disposal Surplus Soil, Bedding & Insulation)			\$350.00	\$ -
54	8" DI Sewer (Including Exc, Backfill & Disposal Surplus Soil, Bedding & Insulation)			\$350.00	\$ -
55	8" x8" or 8"x6" DI MJ Wye			\$1,500.00	\$ -
56	Rock Excavation			\$150.00	\$ -
57	CCTV Pipe Services (4 Hour Min)	6.00	HOURS	\$100.00	\$ 600.00
				BASE COST:	\$31,913.30
12	Maintenance of Traffic (0.5%)	BASE \$	\$31,913.30	\$1,595.67	1,595.67
15	Mobilization (1.85%)	BASE \$	\$31,913.30	\$590.40	590.40
				TOTAL COST:	\$34,099.36



THE CITY OF NASHUA

Office of Administrative Services

"The Gate City"

To: James Donchess, Mayor
From: T. Cummings, Director of Administrative Services
Cc:

Date: June / 2026

Re: Communication – Need for Human Resources Performance Audit

Enclosed is a memo I wrote last year to memorialize the need for a Human Resources consultant to come in and do a performance audit. As you may know, last year an RFP was issued and a consultant selected with a contract proposed to the Finance Committee. Unfortunately, there was a decision not to fund the contract.

I am writing at this time to re-raise this issue and before proceeding again in an effort to procure a professional human resources consultant be put under contract to undertake a performance audit. I thought it would behoove me to come before you and make explicit the need and provide an opportunity to discuss the matter before a contract is laid before you for consideration.

It would be my intention again to move forward with a contract, because I continue to recommend this to the City of Nashua, because I believe there is a need and potential liability.

Enclosure



THE CITY OF NASHUA

Office of Administrative Services

"The Gate City"

TO: Human Resources Administration
FROM: Tim Cummings, Administrative Services Director
DATE: May/2025
RE: **Human Resources Need for Policies & Procedures
Documenting Need for Consulting Services – Performance Audit**

This communication is being developed to memorialize actions that I have taken, note some issues and concerns and ultimately provide a recommendation to the City of Nashua's Human Resource Administration.

Background Context for This Memo

It should be noted, the Human Resources department tried to have a contract approved by the Finance Committee on April 2, 2025 where the Human Resources Administration sought the outside assistance of a Consultant for a performance audit to specifically review city policies and assist in the development of procedures, please see Attachment A for a Scope of Work. The Finance Committee failed to approve a motion to "Accept, Place on File and Award a Contract" despite the fact that a Request for Proposals ("RFP") was issued and nineteen (19) responses received, five (5) interviews were undertaken going above and beyond what the city ordinances require.

The question the Finance Committee should have deliberated on was whether the Human Resources department properly followed the City's procurement process, which it had.

At this time a decision needs to be made as to whether the contract should be brought forward again and/or to leave the status quo.

The following outlines specific issues I have encountered or matters that provided the foundation for the request.

Management of Leaves (Specifically FMLA)

It has been brought to my attention that throughout the City certain departments do not adhere to nor comply with the federal FMLA law.

It should be understood that there may be a compliance issue, which left unchecked could subject the municipal corporation to liability. Additionally, with FMLA there is personal liability that individuals, including direct supervisor(s) and HR manager(s)/personnel, can be held personally liable for Family and Medical Leave Act (FMLA) violations. The FMLA defines "employer" broadly, encompassing anyone who acts in the interest of the employer to employees.

At this time, I have observed multiple departments (Fire, Police and DPW departments) of not notifying the Human Resources Office, specifically the Benefits Department of when an employee is out sick and/or a medical issue arises, which under FMLA

affords them certain benefits and job protections. There is a lack of a consistent handling of FMLA.

Please be aware, if a complaint is filed a court may find not only the organization, but the individual employee(s) handling the employee matter liable and assess penalties/damages.

Employees Intoxicated at Work

Over the last year, there have been five (5) different occurrences where an employee has arrived intoxicated (or at least judged to be under the influence of alcohol) while working. The City does not have a policy and/or a standard procedure on how to handle such an issue when it arises. This led to five (5) different ways the situation was handled (one department handled it three (3) different ways).

- Department 1 – wanted to call the police for a breathalyzer test and detain the employee.
- Department 2 – a single person did an individual assessment and noted they observed the employee slurring words, walking “funny” and smelled of alcohol. No other documentation and/or supporting /corroborating evidence.
- Department 3 – Occurrence #1 - called the Risk department to see if they would handle the issue – Occurrence #2 – although believed to be intoxicated “wasn’t 100% sure” so let the employee continue working. – Occurrence #3 – Supervisor suspected employee was intoxicated /confronted employee in front of peers. Employee turned out not to be intoxicated and went to Human Resources to let it be known they (employee) was upset and embarrassed.

There is a lack of training that our employees should be receiving on how to handle such situations and to do that effectively there should be a basic policy and procedure in place that guides the handling of these situations when they arise.

There is a lack of a uniform approach to these situations and a lack of documented evidence that makes it difficult should the department and/or the city want to administer any sort of discipline.

Lack of Uniform Procedure for Reporting of Harassment

The City of Nashua has a harassment policy, which is enclosed as Attachment B, but it does not have a uniform procedure and/or process for handling of complaints of harassment, which can lead to confusion and inconsistent handling of instances if and when they may occur.

As an example, Attachment C is a draft letter provided to the Human Resources department via the Fire Chief, where it purports to claim there was a failure or lack of some sort of follow-through with reported harassment complaints. However, as the

response to this draft letter memorializes these instances did not get treated and/or present as complaints.

A practice some larger organizations deploy is having the complainant file and/or have a complaint form filled-out by the Human Resources Office, which is a triggering event that signifies a certain "procedure" should be enacted. It creates a more "official" handling of a circumstance. Enclosed in Attachment D are two example complaint forms (The City of Richmond, CA and The City of Albany, NY).

The specific issue captured in the draft letter demonstrates a need for a better procedure.

Arbitrary Reclassification Process

Over the last three years I have watched approximately 25% of the unaffiliated and UAW positions be "reclassified". There appears not to be a standard procedure and or process for when a "reclassification" of a position occurs, which can cause angst and morale issues within an organization. It appears to be a strategy deployed by some hiring managers as a way to circumvent salary ranges, but by doing this it throws off the entire internal equity of the classification (i.e. grading) system.

The Human Resources office does not have a policy and/or process to follow to "justify" when a reclassification is reasonable and should be undertaken.

Recommendation

For the reasons cited above it is my professional opinion and recommendation that an outside consultant come in and perform an audit to assist in identifying weaknesses and vulnerabilities and then more importantly assist with the development of appropriate policies and procedures for the betterment of the department and city as a whole.

Additional Context for Seeking to Hire A Consultant

It should be noted for the record, that these issues as noted are not a reflection on the performance of Human Resources, because they are larger systemic issues that as an organization need to be addressed. In large part the Human Resources Administration inherited an organization that evolved over time. This coupled with cultural norms - where the Human Resources Administration over the years has been treated in a more casual manner sometimes referred to in a way that is viewed as a "mom and pop's" style leads to an environment such as the one Nashua has, which makes organizational change very difficult and often is received better when an outside consultant comes in to assist.

Thank you.

Enclosures: Attachment A – Scope of Work
Attachment B – Harassment Policy
Attachment C – Letter & Response
Attachment D - Example Complaint Forms

Attachment A – Scope of Work

EXHIBIT B
SCOPE OF SERVICES, CONTRACT TIME

SCOPE OF SERVICES

The project scope includes the tasks in the below table. We have approximated the hours needed to complete each task and the associated cost based on a blended rate of \$250/hour.

Phase	Task	Hours	Cost ²
Phase 1 – Planning		45	\$ 11,250
	General Project Management	25	\$ 6,250
	Project Scoping & Timeline	3	\$ 750
	Documentation Request, Review of Documentation & Follow-up	5	\$ 1,250
	Project Status Updates/Meetings	12	\$ 3,000
Phase 2 – Fieldwork		185	\$ 46,250
	Walkthroughs / Interviews	25	\$ 6,250
	Assess HR policy and procedures for compliance (federal and statutory)	25	\$ 6,250
	Assess recruitment and hiring, discipline, and termination processes	25	\$ 6,250
	Assess de-centralized department and employer board core responsibilities	25	\$ 6,250
	Assess HR Office core responsibilities	25	\$ 6,250
	Test high-risk HR functions	40	\$ 10,000
	Recommend associated structural/staffing needs to centralize/standardize core responsibilities based on assessments	10	\$ 2,500
	Recommend policy, procedure and technology use changes to best meet the City's strategic goals	10	\$ 2,500
Phase 3 – Reporting		30	\$ 7,500
	Prepare Draft Report - Includes Findings and Recommendations	20	\$ 5,000
	Report Draft Discussions with Management	5	\$ 1,250

	Finalize and Issue Final Report	5	\$ 1,250
Total Cost		260	\$ 65,000

*Cost above excludes travel expenses of \$9,000 per the Fee Schedule below.

Based on our discussions with the City, we have identified the following primary and secondary focus areas for this engagement.

PRIMARY FOCUS AREAS	
• Background checks • Employee development • Employee leave • Escalation and investigation/grievances protocols • HR governance and structure • HRIS, payroll and other information systems	• Leading practices benchmarking to comparable communities • Local ordinances, collective bargaining agreements, and other laws/regs (compliance) • Outsourcing • Payroll • Personnel policies and procedures • Workforce planning
SECONDARY FOCUS AREAS	
• Hiring • I-9 process • Personnel management	• Strategic alignment of the HR life cycle from talent acquisition to hiring, onboarding, position transfers and termination • Succession and retention programs • Termination and reassignment • Training and development

CONTRACT TIME

The table below represents an estimated timeline to complete this project, which we expect will take three months to complete. A tentative start date is listed as April 1, 2025. We are flexible with the start date if the City prefers to adjust this timing.

Deliverable	Completion Date
Project kick-off	4/1/2025
Baker Tilly plans audit and completes proposed audit objectives, scope and audit program tailored to the City	4/8/2025

Initial information requests provided to Baker Tilly	4/15/2025
Interviews scheduled and performed with City staff	4/22/2025
Fieldwork tasks completed – includes assessments (policy and procedures/roles/responsibilities, etc.), testing, and recommendations	5/27/2025
Baker Tilly completes draft audit report and provides to the City for review and approval	6/3/2025
The City completes review of audit report and provides review comments	6/10/2025
Baker Tilly will satisfactorily address the City's draft report review comments	6/17/2025
Baker Tilly conducts an Exit Conference with City Management	6/24/2025
Final report issued	6/30/2025

FEE SCHEDULE

We will perform this engagement for a fixed fee of \$74,000. This includes \$65,000 for our time and materials, and \$9,000 for travel expenses. Travel will include two trips to the City lasting several days each, with three to four team Baker Tilly team members. We will invoice the City every 30 days.

Attachment B – Harassment Policy



City of Nashua, New Hampshire

Harassment Policy

POLICY

The City of Nashua is committed to providing a lawful, businesslike, and respectful work environment for all City employees and volunteers.

It is the policy of the City of Nashua that employees should enjoy a working environment free from all forms of discrimination and harassment, including sexual harassment.

HARASSMENT DESCRIBED

Harassment is unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation, gender identity or expression), national origin, age, disability or genetic information. Harassment becomes unlawful when 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive.

Forms of harassment include, but are not limited to:

- Verbal: sexual, age-related, racial, religious, etc. innuendoes; sexual, age-related, racial, religious, etc. epithets (insults), derogatory slurs, off-color jokes, propositions, threats or suggestive or insulting sounds;
- Visual/Non-verbal: derogatory posters, cartoons, or drawings, suggestive objects or pictures, graphic commentaries, leering, or obscene gestures;
- Physical: unnecessary or inappropriate physical proximity to another (getting in someone's "space"), unwanted physical contact including touching, interference with an individual's normal work movement, or assault.

Harassment is determined from the perspective of the recipient as determined by an objective standard of how a reasonable person would interpret the incident.

Harassment can occur in a variety of circumstances, including, but not limited to, the following:

- The harasser can be the victim's supervisor, a supervisor in another area, a co-worker, or a non-employee.
- The victim does not have to be the person harassed, but can be anyone affected by the offensive conduct.
- Unlawful harassment may occur without economic injury to, or discharge of, the victim.



City of Nashua, New Hampshire

Harassment Policy

EXPECTATIONS

The City requires employees not only to abide by the law, but to consistently treat employees, citizens, and visitors in a respectful manner that fosters a workplace and community in which people can safely and securely work and live. Every employee must exercise good judgment to avoid engaging in conduct that may be perceived by others as harassment.

The City prohibits offensive conduct which may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance.

In some circumstances, if a behavior or remark is not truly or grossly offensive, but crosses the line of acceptable workplace standards, it is helpful to provide immediate feedback by asking for the behavior or remark to stop. Simple timely straightforward communication may prevent a problem from developing.

RETALIATION

The law also prohibits harassment against individuals in retaliation for filing a discrimination charge or complaint, assisting in a complaint investigation, or rejecting unwanted behavior. Retaliation may occur in a broad range of actions and in subtle forms.

REPORTING HARASSMENT

Any employee who believes that he/she has been the subject of harassment, or who observes or is aware of harassment shall report the incident or behavior immediately to his or her supervisor, manager, or Division Director, or to the Human Resources Department. Supervisors, managers, and Directors shall report complaints of harassment to the Human Resources Manager or Human Resources Director.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the problem. No employee or official of the City is exempt from this policy. Alleged incidents of harassment that are not reported cannot be acted on immediately by the City.

Complaints of harassment may be submitted in writing by the complainant, or, with the help of a Human Resources representative, may be submitted verbally and developed into a statement of facts that is affirmed by the complainant. A statement should include: date of statement, complainant name, date and time of alleged incident(s), name of alleged harasser,



City of Nashua, New Hampshire

Harassment Policy

witness(es) present, location of incident, description of incident, and any other information that contributes to the allegation of harassment.

An investigation of all complaints will be undertaken immediately. An employee who brings a complaint to the attention of the City in good faith will not be adversely affected as a result of reporting the harassment. Employees are expected to be truthful, forthcoming and cooperative in connection with a complaint investigation. It is the City of Nashua's intent to determine the facts regarding each case and to conduct the review and investigation confidentially to the degree practicable.

Complaints may also be filed with the New Hampshire Commission for Human Rights or the U.S. Equal Employment Opportunity Commission (EEOC). Time limitations from the last date of discrimination or harassment apply.

DISCIPLINARY ACTION

Disciplinary action may be taken against -

- Any employee who harasses another
- Any employee who observes or is aware of, and fails to report instances of harassment
- Any employee who fails or refuses to cooperate in a harassment complaint investigation
- Any employee who files a false complaint of harassment
- Any employee who retaliates against another for filing a good faith complaint or for assisting in a complaint investigation

Disciplinary action taken shall be consistent with the appropriate employee or collective bargaining agreement, if applicable.

Note: The City of Nashua at its option, may change, delete, suspend, or discontinue part or all of the policy, at any time without prior notice.

Effective Date: June 1, 1992

Policy: HR – Harassment

Revision Date: October 1, 2019

Supersedes: June 26, 2018

Policy # - HR -3

Approved By:


James Donchess, Mayor

Date

10/1/19

Attachment C – Letter & Response

Chief Buxton.

I am writing to you on behalf of Nashua Fire Rescue Local 789 ("the Union") to express our concerns regarding the ongoing failure of Nashua Fire Rescue and the City of Nashua Human Resources Department to properly address multiple instances of workplace harassment. Despite repeated attempts by our members to follow both City and Department policies, there has been a clear pattern of inaction and mishandling of these serious complaints. This ongoing failure is not only undermining the trust and morale of the employees, but it is also in direct violation of both the City's harassment policy.

As outlined in the City of Nashua's harassment policy, "an investigation of all complaints will be undertaken immediately". However, the reports we have received demonstrate a concerning lack of action in response to formal complaints. Specifically, these include instances where complaints were not investigated thoroughly or confidentially, as mandated by the City's harassment policy. In each case, the City's intent to "determine the facts regarding each case" has not been demonstrated, and there is no indication that the alleged incidents have been addressed in a manner consistent with policy. The union is also particularly concerned your failure to enforce the policy regarding disciplinary action. According to the City's harassment policy, disciplinary action is required for any employee who harasses another, any employee who fails to report harassment, and any employee who fails to cooperate with an investigation. Given the severity of the complaints we've raised, it is critical that these provisions be taken seriously and enforced, yet the Department's handling of these complaints is shockingly lacking.

On August 30, 2024, a Fire Alarm Supervisor reported an allegation of sexual harassment to Human Resources, claiming that a senior department member had asked her to meet outside of work for "mentoring," a request she perceived as sexual in nature. Despite the seriousness of this allegation, HR Representative reportedly did not take any notes or initiate a formal investigation, leaving the complainant uncertain whether her complaint was addressed. Similarly, on September 14, 2024, a Fire Suppression Lieutenant reported verbal harassment, in which a senior department member allegedly called him a "fucking moron" after his crew arrived late to a training. When the Lieutenant attempted to report this to HR, he was told by HR Representative that he needed to report it to you, which contradicts the City's harassment policy allowing employees to report directly to HR. To date, no formal investigation appears to have been conducted, and no corrective action has been taken. These incidents clearly reflect a pattern of mishandling harassment complaints and a failure to follow City and Department procedures.

We request the following:

1. Immediate and thorough investigations into each of the incidents outlined above, in strict accordance with the City's harassment policy.
2. A review of the Department's practices to ensure that they are consistent with the City's policies, particularly in relation to harassment and discrimination.
3. Clear communication to all personnel about the importance of following the proper procedures for reporting harassment, ensuring that no employee fears retaliation for making a complaint.

-
4. **Enforcement of the City's disciplinary policy, including appropriate actions against those who have violated harassment policies and those who have failed to report, investigate, or address complaints appropriately.**

We hope that you will take these concerns seriously and take swift action to rectify this situation. Failure to do so will result in legal liability for the City and the Department.



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

(603) 589-3230
Fax (603) 589-3205

To: Steve Buxton, Fire Chief
From: Nancy Trask, Human Resources Manager
Cc: Tim Cummings, Director of Administrative Services
Date: April 15, 2025
Re: Unofficial Union Correspondence given to you on March 27, 2025

I am following up on my conversation with you on April 2, 2025 regarding the unofficial letter you received from Local 789, which characterizes two conversations I had, one with [REDACTED] and a one with [REDACTED].

It is my understanding Local 789 considers these issues closed and they do not warrant further investigation, but nonetheless it appears and reads as though Local 789 is providing you notice of potential concerns they may have with how these two instances unfolded.

I reviewed the notes I took at the time of the conversation with [REDACTED] and want to provide the following contextual background information for record keeping purposes to ensure there is an accurate file.

- **Relative to [REDACTED]**

[REDACTED] called and ask to come by my office. When she arrived, she said there had been some disciplinary action taken, to which she acknowledged her role, that precipitated a Loudermill Hearing. She said that her Loudermill Hearing was in the Fire Commissioners' meeting agenda, which made it public.

[REDACTED] believed that it should not have been placed on a public agenda. She also mentioned that during the period which involved the discipline, Assistant Chief Wholey spoke with her and [REDACTED] felt that Assistant Chief Wholey's tone was firmer than she thought necessary. [REDACTED] said she was looking for support on how to navigate her situation.

I told her I could not speak to the disciplinary action nor the Loudermill Hearing, as I knew nothing about it. I referred her to her Local 789 Union representative and/or her chain of command. She informed me that Local 789 is blaming Fire Administration and Fire Administration is blaming Local 789.

When I suggested she speak with her supervisor, [REDACTED] also told me that when she spoke with her supervisor, he said he prefers to handle personnel matters outside of the fire station. [REDACTED] said she did feel comfortable and did not want to meet outside of her work schedule or the station.

At the time [REDACTED] did not indicate that she felt unsafe or threatened in any manner. I advised her that she could tell her supervisor she prefers to meet at the station. No further details or context was provided to indicate anything harassing may be occurring. It is my further understanding nothing further came of it regarding this matter.

My recollection is that you and I spoke after my conversation with [REDACTED] occurred. We discussed her concerns and the chain of command protocol to ensure proper guidance was given. We also felt that her concerns, at this point in time, did not raise to the level of a formal investigation being necessary.

- **Relative to [REDACTED]**

[REDACTED] stopped by my office, date unknown. I did not take notes as this presented as an informal informational conversation where [REDACTED] was seeking guidance on handling a communication issue. [REDACTED] indicated that his supervisor called him a "fucking moron." We discussed the situation in which this occurred and I recommended reporting the incident through the chain of command and handling this from within the department; to which [REDACTED] agreed. It presented to be an isolated incident of an interpersonal communication exchange of style that should be handled internally within the department.

My recollection is that [REDACTED] agreed and understood that the best course of action for this should be within the Fire Department. [REDACTED] left satisfied with our conversation and direction provided. [REDACTED] described only a single incident and further he described an incident in which he did not indicate he felt threatened, unsafe, or that his job was in jeopardy. Therefore, a higher level of investigation was unnecessary.

Neither conversations presented as complaints or harassment. Both were looking for guidance on navigating their particular situations.

Attachment D – Example Complaint Forms

City of Richmond

Harassment/Discrimination Complaint Form

Please Print

Name: _____

Date: _____

Please check the appropriate box.

I am filing this complaint as:

☐

Victim

☐

Witness to incident

☐

Supervisor with knowledge of incident

City employee:

☐

Yes

☐

No

If Yes:

Department: _____

Position/Title: _____

If No:

Mailing address: _____

Street or P.O. Box, City and Zip Code

Residential Phone: _____

Other Phone: _____

Email address: _____

Nature of the complaint: Please include description of the incident, date, location, involved parties, basis for discrimination (protected status) and other details (attach additional pages if needed).

Name(s) of the alleged harasser(s): _____

Alleged harasser(s) Department(s): _____

If harasser(s) is not a City of Richmond employee, name of employer: _____

If person filing is **NOT** the victim, please complete:

Name of alleged victim: _____

Person's Department/Title: _____

If victim is not a City of Richmond employee, name of employer: _____

City of Richmond Harassment/Discrimination Complaint Form

Witnesses:

NAME

CONTACT PHONE NUMBER

Harm suffered: Please include details on whether job status was impacted (loss or denial of job, position, promotion, leave, status, training or other benefit) or other harm suffered (assault, battery, humiliation, harassment, sexual harassment or other). _____

Requested remedy: _____

Complainant will be contacted within three (3) days by a City of Richmond employee.

I am aware that the City of Richmond maintains a NO TOLERANCE policy regarding harassment based on a protected trait or retaliation against any employee or City contractor. The City strictly prohibits retaliation against any applicant, employee or contractor who complains of harassment or discrimination or participates in any manner in an investigation into workplace harassment. I am aware that whenever the City is made aware of a complaint or report of harassment, the City will conduct an immediate, thorough and objective investigation. Cooperation with such investigations is required of all employees. I am aware that I may file this charge with the Equal Employment Opportunity Commission (EEOC) or Department of Fair Employment and Housing (DFEH) or other applicable state and federal agencies. I am aware that these agencies each have statute of limitation requirements and it is my responsibility to comply with the rules, regulations and filing timelines of each agency. I will advise the City of Richmond's Human Resources Department if I change my address or telephone number and will cooperate fully with them in the processing of my complaint.

I declare all information provided is true and correct to the best of my knowledge and recollection.

Complainant's Signature

Date

Employee Complainants may file this form with the Division Manager, Department Head, or the Human Resources Personnel Officer. Non-employee complainants may file this form with Compliance Officer c/o: City of Richmond Human Resources Personnel Officer at 450 Civic Center Plaza, Richmond, CA 94804.



City of Albany Office of Equal Employment Opportunity
City Hall
Albany, New York 12207
(518) 434-5296
eeo@albanyny.gov
Employment Discrimination/Harassment Complaint Form

The Office of Equal Employment Opportunity investigates complaints of discrimination based on:

- Age (*if you are at least 18 years of age*)
- Creed/Religion (*religious belief, practice, or observance*)
- Disability (*a physical or mental condition*)
- Marital Status (*single, married, separated, divorced, widowed*)
- Military Status (*including military reserves*)
- National Origin (*the country where you or your ancestors were born*)
- Race/Color (*because you are Asian, Black, Indian, White, etc.; because of the color of your skin; or ethnicity*)
- Retaliation (*if you were treated negatively after you filed a discrimination case, helped someone else with a discrimination case, or reported discrimination due to race, sex, or any other listed category*)
- Sex (*based on the fact that you are a male or female, sexual stereotyping, sexual harassment, or pregnancy discrimination*)
- Sexual Orientation (*heterosexual, homosexual, bisexual, asexual—whether actual or perceived*)
- Gender Identity (*self image, behavior, appearance or expression which is different from what is traditionally associated with a person's assigned sex at birth*)
- and any other classes protected by City policy, and/or State/Federal/City law.

Please note: In order to file a complaint with the Office of Equal Employment Opportunity, you must be a current or former employee, intern, independent contractor, job applicant or volunteer of the City of Albany. All complaints must be filed within one year from the date that the discriminatory act(s) took place. To protect your rights, it is important that you fill out the complaint form, sign it, and bring it or send it in right away.

Please be sure to:

- Answer all questions as completely as possible.
- Include the location where you work(ed) or applied.
- Complete all pages and sign the last page.
- Attach additional pages if you need more space to complete your responses.

City of Albany Employment Discrimination/Harassment Complaint Form

In addition to filing an internal complaint, a complainant has a right to use any external complaint filing procedures available under State and Federal law.

PLEASE PRINT

1. Your Name: 	2. Mailing Address: 	3. Telephone (Work/Home)
4. Job Title 	5. Department/Office/Facility 	6. Date of alleged action(s):

7. Full name, title, and telephone number of person(s) you believed discriminated against you:

8. Basis of Alleged Discrimination:

- | | | |
|---|---|--|
| ☐ Age
☐ Affection/Sexual Orientation
☐ Ancestry
☐ Color
☐ Creed
☐ Disability
☐ Retaliation (for having filed or participated in a discrimination complaint investigation, or for opposing a discriminatory practice) | ☐ Domestic Partnership Status
☐ Familial Status
☐ Gender Identity
☐ Military Status
☐ Marital Status
☐ Nationality | ☐ National Origin
☐ Race
☐ Religion
☐ Sex/Gender
☐ Sexual Harassment
☐ Other: <div style="border: 1px solid black; width: 150px; height: 15px; display: inline-block;"></div> |
|---|---|--|

9. Explain why you feel you have been discriminated against:

☐ CHECK IF ADDITIONAL SHEETS ARE ATTACHED

Continues on other side

10. Were the actions or behavior you are complaining about directed at, or said to, you ☐ another party ☐ both ☐?

11. Did anyone else witness the actions or behavior that you are complaining about? If yes, who and when?

12. Was the incident reported to anyone? ☐ Yes ☐ No If yes, who and when?

13. What remedy or resolution are you seeking?

14. If determined appropriate by the EEO Officer, are you willing to attempt to resolve your complaint through mediation or another alternative dispute resolution (ADR) process? ☐ Yes ☐ No

Complainant's Signature: _____ Date: _____

15. Have you filed a discrimination complaint with

- The New York State Division of Human Rights ☐ Yes ☐ No

If yes, when?

- U.S. Equal Employment Opportunity Commission? ☐ Yes ☐ No

If yes, when?

16. Have you filed a grievance on the issues/personnel actions described?

☐ Yes ☐ No

If yes, when?

17. I swear or affirm that I have read the above complaint and that the statements are true and correct to the best of my knowledge

Signature: _____ Date: _____

18. Completion of this section is voluntary. The information is to be used only for record keeping and reporting requirements

SEX: ☐ Male ☐ Female

RACE: ☐ American Indian or Alaska Native (Non Hispanic or Latino) ☐ Asian (Non Hispanic or Latino)

☐ Black or African American (Non Hispanic or Latino) ☐ Native Hawaiian or Other Pacific Islander (Non Hispanic or Latino)

☐ White (Non Hispanic or Latino) ☐ Hispanic or Latino ☐ Two or More Races (Non Hispanic or Latino)

NOTE: In addition to filing an internal complaint, a complainant has a right to use external complaint filing procedures available under state law (with New York State Division of Human Rights) and federal law (with the US Equal Employment Opportunity Commission).

DO NOT WRITE BELOW THIS LINE

EEO/AA Office Signature:

Date Received:



RESOLUTION

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

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to enter into a Fourth Amendment to Site Lease Agreement between New Cingular Wireless PCS, LLC and the City of Nashua for the leased cellular antenna site located off Whipple Street at Mine Falls Park in substantially the same form as the attached.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-043

PURPOSE:

Authorizing a Fourth Amendment to the Site Lease Agreement with New Cingular Wireless PCS, LLC regarding the cellular antenna site at Mine Falls Park

ENDORSERS:

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

**Board of Public Works
Finance Committee**

FISCAL NOTE:

At the start of this fourth amendment, the monthly rent payment will be \$6,020.45 with a 3% increase each year thereafter for the duration of the amendment terms.

ANALYSIS

This resolution authorizes a fourth amendment to the City's site lease agreement with New Cingular Wireless PCS, LLC for the leased cellular antenna site located off Whipple Street at Mine Falls Park. The amendment provides for five additional renewal terms of five years each.

This resolution should be referred to the Board of Public Works.

Approved as to form:

Office of Corporation Counsel

By:

Donna Clark

Date:

2 June 2026

Market: New England
Cell Site Number: NH2009
Cell Site Name: NASHUA LINCOLN PARK
Fixed Asset Number: 10073186

FOURTH AMENDMENT TO SITE LEASE AGREEMENT

THIS FOURTH AMENDMENT TO SITE LEASE AGREEMENT (“**Amendment**”) dated as of the latter signature date below (the “Effective Date”) is by and between City of Nashua, a municipality incorporated in the State of New Hampshire having a mailing address at 229 Main Street, Nashua, New Hampshire 03061 (“**Landlord**”) and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address at 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319 (“**Tenant**”) (Landlord and Tenant shall each sometimes be referred to herein as a “**Party**” or together as the “**Parties**”) .

WHEREAS, Landlord and Tenant (or its affiliate or predecessor-in-interest) entered into a Site Lease Agreement dated October 5, 1998, as amended by First Amendment to Site Lease Agreement dated July 12, 2002, as further amended by Second Amendment to Site Lease Agreement dated June 15, 2012, as further amended by Third Amendment to Site Lease Agreement dated August 25, 2017, whereby Landlord leased to Tenant certain Leased Premises , therein described, that are a portion of the Property located at Whipple Street, Mine Falls Park, Nashua, NH 03060 (collectively, the “**Agreement**”); and

WHEREAS, the Term of the Agreement will expire on December 21, 2028, and the parties mutually desire to renew the Agreement, memorialize such renewal period and modify the Agreement in certain other respects, all on the terms and conditions contained herein. In addition to the Renewal Terms presently set forth in the Agreement, the parties hereby agree to add five (5) additional Renewal Terms of five (5) years each; and

WHEREAS, Landlord and Tenant desire to adjust the Rent in conjunction with the modifications to the Agreement contained herein; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to clarify the scope of Tenant's permitted use of the Leased Premises; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to modify the notice section thereof; and

WHEREAS, Landlord and Tenant desire to amend the Agreement to permit Tenant to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services; and

WHEREAS, Landlord and Tenant, in their mutual interest, wish to amend the Agreement as set forth below accordingly.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Renewal Term.** At the end of the final Renewal Term presently set forth in the Agreement, the Term will automatically renew for five (5) separate consecutive additional periods of five (5) years each (each also being defined as a “Renewal Term”) upon the same terms and conditions of the Agreement, unless Tenant notifies Landlord in writing of Tenant’s intention not to renew the Agreement at least sixty (60) days prior to the expiration of the then-in-effect Renewal Term.

2. **Modification of Rent.** Commencing on December 22, 2028 the current Rent payable under the Agreement shall be Six Thousand Twenty and 45/100 Dollars (\$6,020.45) per month, and shall continue during the Term, subject to adjustment, if any, as provided below. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount.

3. **Future Rent Increase / Monthly Payments.** The Agreement is amended to provide that commencing on December 22, 2029, and on each anniversary of said date thereafter during the Term, Rent shall increase by three percent (3%) over the Rent paid during the previous year.

4. **Use.** Tenant, its personnel, invitees, contractors, agents, subtenants, or its authorized sublessees, or assigns may use the Leased Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon or relocate the same within the Leased Premises at any time during the term of the Agreement for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services, or for any other reason, subject to Landlord’s approval, with such approval not being unreasonably withheld Landlord shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Landlord does not comply with the terms of this section, in addition to any other rights it may have at law or in equity, Tenant may terminate the Agreement and shall have no further liability to Landlord. If Tenant does not comply with the terms of this section, in addition to any other rights it may have at law or in equity, Landlord may terminate the Agreement and shall have no further liability to Tenant.

5. **Emergency 911 Service.** In the future, without the payment of additional Rent, or any other consideration, and at a location mutually acceptable to Landlord and Tenant, Landlord agrees that Tenant may add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services.

6. **Acknowledgement.** The Parties acknowledge that: 1) this Amendment is entered into of their free will and volition; 2) the Parties have read and understand this Amendment and the underlying Agreement and, prior to execution of this Amendment, were free to consult with counsel of their choosing regarding their decision to enter into this Amendment and to have counsel review the terms and conditions of this Amendment; 3) the Parties have been advised and are informed that should either Party not enter into this Amendment, the underlying Agreement between Landlord and Tenant, including any termination or non-renewal provision therein, would remain in full force and effect.

7. **Notices.** Section 21 of the Agreement is hereby deleted in its entirety and replaced with the following:

NOTICES. All notices, requests, payments of rent, demands, and other communications required or permitted hereunder shall be given as follows:

For Notices of Default to Tenant:

- a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- b) To Tenant's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

New Cingular Wireless PCS, LLC
Attn.: Legal Dept – Network Operations
Re: Cell Site #: NH2009; Cell Site Name: NASHUA LINCOLN PARK (NH)
Fixed Asset #: 10073186
208 S. Akard Street
Dallas, TX 75202-4206

For Notices of Default to Landlord:

- a) To Landlord at radiorepairs@nashuapd.com; and
- b) To Landlord's Law Department via First Class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid:

City of Nashua
229 Main Street
Nashua, New Hampshire 03061

All other Notices will be sent:

- a) To Tenant's Lease Administration Department at NoticeIntake@att.com; and
- b) To Landlord at radiorepairs@nashuapd.com

Notices by email will be effective on the first calendar day after it was sent unless the sender receives an automated message that the email has not been delivered. Electronic mail shall be sent with a read receipt, but a read receipt shall not be required to establish that notice was

given and received. All other Notices shall be effective when received unless returned undelivered. Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other party hereto as provided herein.

8. **Charges.** All charges payable under the Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly Rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of the Agreement.

9. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

10. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

11. **Insurance**

(a) **Waiver of Subrogation.** Each Party's fire and casualty policies applicable to the Leased Premises or its equipment shall include a waiver of the insurer's right of subrogation against the other Party to the extent permitted by law.

(b) **Insurance Requirements.** Tenant shall carry and maintain in effect throughout the Term of the Agreement –

- i. **Commercial General Liability.** Tenant (which may satisfy the requirements of this Section through a qualified program of self-insurance to the extent permitted by law) shall maintain Commercial General Liability insurance (or self-insurance) with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate (or a \$2,000,000 combined single limit) for bodily injury and property damage. Coverage shall include the City of Nashua as Additional Insured by endorsement as respects this Agreement on a primary and non-contributory basis and include a waiver of subrogation in favor of the Landlord.
- ii. **Automobile Liability.** If vehicles are used in accessing or servicing the site, Tenant shall maintain Automobile Liability insurance (or self-insurance) with limits of \$1,000,000 combined single limit per accident for any owned, hired, and non-owned autos.
- iii. **Workers' Compensation.** Tenant shall maintain Workers' Compensation and Employers' Liability as required by applicable law or evidence of lawful self-insurance.

(c) Evidence/Notice. Tenant shall provide certificates of insurance (or confirmation of self-insurance) and will use commercially reasonable efforts to provide thirty (30) days' prior notice of cancellation in required coverage to the Landlord's Risk Management Department.

(d) Property/Equipment. Tenant's equipment is owned and insured by Tenant; the Landlord has no responsibility for loss of or damage to Tenant's equipment except to the extent caused by the Landlord's negligence or willful misconduct.

(e) Regardless of any coverage provided by any insurance, and to the extent provided by law, Tenant agrees to indemnify and shall defend and hold harmless the Landlord, 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 Tenant or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Agreement. Tenant's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the Party indemnified or held harmless.

[NO MORE TEXT ON THIS PAGE - SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Amendment to be effective as of the last date written below.

LANDLORD:

City of Nashua,
a municipality incorporated in the State of
New Hampshire

By: _____

Print Name: _____

Its: _____

Date: _____

TENANT:

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

Signed by:
By: Rachelle Bidon-Lewis
6D6BBFA92FC741E...

Print Name: Rachelle Bidon-Lewis

Its: Associate Director, Network Design Eng

Date: 5/15/2026



RESOLUTION

**AUTHORIZING A LEASE AGREEMENT WITH DROPBIKE CORP. DBA DROP
MOBILITY AT 117 ELM STREET**

CITY OF NASHUA

In the Year Two Thousand and Twenty-Six

RESOLVED by the Board of Aldermen of the City of Nashua that the Mayor is authorized to enter into a Lease Agreement between Dropbike Corp. DBA Drop Mobility and the City of Nashua to lease a portion of the premises located at 117 Elm Street in substantially the same form as the attached.

LEGISLATIVE YEAR 2026

RESOLUTION:

R-26-045

PURPOSE:

**Authorizing a Lease Agreement with Dropbike Corp. dba
Drop Mobility at 117 Elm Street**

ENDORSERS:

Mayor Jim Donchess

**COMMITTEE
ASSIGNMENT:**

Finance Committee

FISCAL NOTE:

**Revenue from rent payments of \$500 per month for the term of
the lease.**

ANALYSIS

This resolution authorizes a lease of City property on the terms contained in the lease agreement.

Approved as to form:

Office of Corporation Counsel

By: /s/Celia K. Leonard

Date: June 2, 2026

LEASE

This Lease ("Lease") is made as of the ____ day of _____, 2026 by and between the **City of Nashua**, a New Hampshire municipal corporation with mailing address of 229 Main Street, Nashua, New Hampshire 03060 ("LANDLORD") and, **Dropbike Corp., DBA Drop Mobility**, a Delaware corporation a New Hampshire limited liability company, with a mailing address of 548 Market Street PMB 64073, San Francisco, CA 94104-5401 ("TENANT").

1. Premises. LANDLORD does hereby lease, demise and let to TENANT, for the term and upon and subject to the terms and conditions set forth in this Lease, the cafeteria in the old school building at 117 Elm Street, Nashua, NH, one parking spot, and use of a bathroom (the "Premises"). TENANT shall have access to the Premises only from the hours of 6 AM eastern standard time to 7 PM eastern standard time.

2. Term. The term of this Lease commences on _____, 2026 and runs through October 15, 2026 (the "Term").

3. Rent. Five Hundred Dollars (\$500) per month.

4. Utilities. LANDLORD will provide electricity and heat, the cost of which is included in the Rent. have no obligation to supply utilities.

5. Taxes. TENANT shall pay any and all properly assessed real and personal property taxes assessed against the Premises no later than the due date. Failure of TENANT to pay the duly assessed personal and real estate taxes when due shall be cause to terminate this lease by the LANDLORD. TENANT is responsible for all taxes for any and all approved alterations or improvements, made pursuant to paragraph 6 below.

6. Use of Premises and Alternations.

A. TENANT shall only use the Premises for electric bicycle repair and charging.

B. TENANT shall not make any improvements or alterations to Premises, without on each occasion, obtaining the prior written consent of the LANDLORD. Any approved improvements or alterations shall be only pursuant to plans and specifications approved by the LANDLORD in advance of each instance. The TENANT also further agrees that it shall not permit liens to attach or remain upon the Premises for labor or material furnished, or otherwise, in connection with said alterations or improvements.

7. Assignment-Subleasing. TENANT shall neither assign nor sublet in whole or a part the Premises or any portion thereof without the explicit written consent of the LANDLORD

8. Landlord's Access. LANDLORD or its agents may, at any time, enter the Premises to inspect the Premises; provided the LANDLORD gives reasonable notice to TENANT and takes no action to disrupt TENANT's lawful and lease-compliant use of and undertakings and activities at the Premises.

9. Default and Bankruptcy.

A. In the event that: (a) TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within ten (10) day period after written notice thereof, or if not susceptible to correction within such ten (10) day period, TENANT fails to commence to correct such default within such ten (10) days and to diligently prosecute to completion such correction within a reasonable time; or (b) TENANT shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of TENANT's property for the benefit of creditors, then all rights of TENANT pursuant to the Lease shall terminate and LANDLORD shall have all rights available to LANDLORD at law or in equity.

B. If it becomes necessary for the LANDLORD to institute suit for eviction or damages on account of rental arrears or violation of the terms of this Lease, the LANDLORD shall be entitled to include in such suit for eviction or damages a claim for reasonable attorney's fees and court costs incident thereto which fees TENANT hereby covenants and agrees to pay.

10. Notice. Any notice from LANDLORD to TENANT relating to the Premises or the occupancy thereof, shall be deemed duly served, if (i) sent by regular (U.S.) mail and certified mail, with return receipt requested, postage prepaid or (ii) sent by overnight or same day courier service, addressed to TENANT at the address noted above. Any notice from TENANT to LANDLORD relating to the Premises or to the occupancy thereof, shall be deemed duly served, if (i) sent by regular (U.S.) mail and certified mail, with return receipt requested, postage prepaid or (ii) sent by overnight or same day courier service, addressed to LANDLORD, at the address noted above or at such address as LANDLORD may from time to time advise in writing.

11. Surrender. TENANT shall at the expiration of this Lease promptly remove all of TENANT's machinery and equipment from the Premises, return all keys and locks to the Premises and surrender any improvements and alterations to LANDLORD.

12. Insurance-Indemnification.

A. Insurance. The TENANT shall carry during the Term, at its own cost and expense, the following insurance:

- (a) Comprehensive General Liability insurance- \$1,000,000 per occurrence/ \$2,000,000 aggregate, including premises and operations and products and completed operations, participant coverage and employment practices. The LANDLORD must be named as an additional insured; and
- (b) Workers' Compensation as required by state statute.

All required insurance policies must provide that the termination, cancellation or modification of said policies will not occur without at least thirty (30) days' prior written notice to LANDLORD. TENANT shall provide a certificate of insurance to the City of Nashua Risk Management Department prior to signing this Lease that includes language indicating the existence of these conditions. All insurance required by this Section 12(A) shall be provided by responsible companies qualified to do business in New Hampshire and in good standing therein.

B. Indemnification. TENANT agrees to defend, indemnify and hold harmless LANDLORD, including all agents and employees, from any and all liability for injury, loss, claim or damage to any person or property arising out of the actions or failure to act of TENANT from

any and all causes whatsoever, except for the negligent or intentional misconduct of LANDLORD or its agents.

13. Quiet Enjoyment. LANDLORD covenants that it has the right to make this Lease and that if TENANT performs all of TENANT'S obligations under this Lease, TENANT shall have the right, during the Term and subject to the provisions of this Lease, to quietly occupy and enjoy the Premises without hindrance by LANDLORD.

14. Entire Agreement / Amendments. This Lease contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this Lease shall have any force or effect. This Lease shall not be modified in any way except by a writing executed by both parties. It is expressly agreed by the parties hereto, that the terms and provision of this Lease are intended to apply only with respect to the leasehold estate created with respect to the Premises.

15. LANDLORD'S Agents. All rights and obligations of LANDLORD under this Lease may be performed or exercised by such agents as LANDLORD may select.

16. Extent of Instrument-Choice of Laws. This Lease, which may be executed in a number of counterparts, each of which shall have been deemed an original, but which shall constitute one and the same instrument, is to be construed according to the Laws of the State of New Hampshire, is to take effect as a sealed instrument, is binding upon, inures to the benefit of, and shall be enforceable by the parties hereto and their respective successors and assigns and any litigation relating to or arising from this lease in any way shall be brought in New Hampshire Hillsborough County Superior Court – South and not elsewhere.

17. No Waiver of Breach. No assent, by either party, whether express or implied, to a breach of covenant, condition or obligation by the other party, shall act as a waiver of a right of action for damages as a result of such breach, or shall be construed as a waiver of any subsequent breach of the covenant, condition or obligation.

18. Unenforceable Terms. If any terms of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any application of such term shall not be affected thereby.

19. No Waiver of Immunity. No provision in this Lease is intended to be nor shall it be interpreted by either party to be a waiver of immunity by the City of Nashua.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed and delivered by the proper and duly authorized officer or representative on the date first set forth above.

LANDLORD:

City of Nashua, New Hampshire

Witness

By: _____
James W. Donchess, Mayor, duly authoired

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me this ____ day of _____, 2026 by James W. Donchess, Mayor of the City of Nashua, a New Hampshire municipal corporation, on its behalf.

WITNESS my hand and official seal, this ____ day of _____, 2026.

Notary Public
My Commission Expires:

TENANT:

Dropbike Corp. DBA Drop Mobility

Witness

By: _____
duly authorized

Witness

By: _____

STATE OF
COUNTY OF

This instrument was acknowledged before me this ____ day of _____, 2026 by
_____, on behalf of the company.

Notary Public
My Commission Expires:

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

This instrument was acknowledged before me this ____ day of _____, 2025 by
Lloyd Geisinger, Manager of Blaylock Holdings, LLC, a New Hampshire limited liability
company, on behalf of the company.

Notary Public
My Commission Expires: