

7:00 PM

Aldermanic Chamber

1. ROLL CALL
2. PUBLIC COMMENT
3. DISCUSSIONS AND/OR PRESENTATIONS
 - Presentation Relative to the FY25 Audit Results
4. COMMUNICATIONS

From: Amy Girard, Purchasing Manager
Re: Purchase of Poll Pads in the amount not to exceed \$63,000 funded from General Fund/71- Equipment

From: Amy Girard, Purchasing Manager
Re: Auditing services in the amount not to exceed \$340,000 funded from General Fund/ 53-Professional & Technical Services

From: Amy Girard, Purchasing Manager
Re: Amendment for Snow Plowing Services in the amount not to exceed \$50,000 funded from General Fund/ 54- Property Services

From: Amy Girard, Purchasing Manager
Re: FY27 Snow Plowing Contract (Value not to exceed: \$50,000) Department: 166 Parking

From: Amy Girard, Purchasing Manager
Re: FY27 Pavement Management Support Services in the amount not to exceed \$43,700 funded from Bond/ 53- Professional & Technical Services

From: Amy Girard, Purchasing Manager
Re: 2026 Toro GM5910 Groundmaster Mower in the amount not to exceed \$173,091.95 funded from CERF/ 81- Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager
Re: 2026 ABI Force Z23HLT Laser Ready infield groomer in the amount not to exceed \$59,826.61 funded from CERF/ 81- Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager
Re: Purchase of playground structure and equipment for Jeff Morin Park in the amount not to exceed \$153,483 funded from Grant and Capital Improvements/ 54- Property Services

From: Amy Girard, Purchasing Manager
Re: Purchase of playground structure and equipment for Los Amigos in the amount not to exceed \$145,000 funded from Capital Improvements/ 54- Property Services

From: Amy Girard, Purchasing Manager
Re: Nashua Police Department HVAC Contract Renewal in the amount not to exceed \$29,920 funded from General Fund/ 54- Property Services

From: Amy Girard, Purchasing Manager
Re: FY27 NPD Ammunition in the amount not to exceed \$120,632 funded from General Fund/ 61- Supplies & Materials

From: Amy Girard, Purchasing Manager
Re: NPD regulation uniforms and equipment in the amount not to exceed \$120,000 funded from General Fund/ 61- Supplies & Materials

From: Amy Girard, Purchasing Manager
Re: Bulletproof vests in the amount not to exceed \$36,996.75 funded from Grant and General Fund/ 61- Supplies & Materials

From: Amy Girard, Purchasing Manager
Re: Transit Service Operations- Contract Extension #7 in the amount not to exceed \$459,843 funded from FTA Grant Funds/ 55- Other Services

5. NEW BUSINESS – RESOLUTIONS
6. NEW BUSINESS – ORDINANCES
7. TABLED IN COMMITTEE
8. RECORD OF EXPENDITURES
9. GENERAL DISCUSSION
10. PUBLIC COMMENT
11. REMARKS BY THE ALDERMEN
12. NON-PUBLIC SESSION
13. ADJOURNMENT



City of Nashua

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

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

July 8, 2026
Memo #27-015

TO: Mayor Donchess
Finance Committee

SUBJECT: Purchase of Poll Pads in the amount not to exceed \$63,000 funded from General Fund/
71- Equipment

Please see attached communications from Daniel R.C. Healey, City Clerk, dated July 2, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase of 27 KnowInk Poll Pads to be utilized for elections with an annual maintenance fee
Value: \$63,000
Department: 107 City Clerk
Vendor: LHS Associates
Fund: General Fund/ 71-Equipment

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

City Clerk, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: D Healey
D Enwright
T Cummings

MEMORANDUM

To: Finance Committee
From: Daniel R.C. Healey, City Clerk
Date: July 2, 2026
Re: Request for Purchase

Please see the attached request to have an item included on the July 15, 2026 Finance Committee agenda. The request to purchase is for 27 KnowInk Poll Pads which are electronic devices used to check-in voters on election day. In the City Clerk FY2027 Budget, \$63,000 has been approved for this purchase and is currently held in account: 07.1.565.71000. After the first year, the City will be responsible for a \$325 annual maintenance fee per device. In my research, I believe the KnowInk Poll Pads are the only poll book/pad that has Certification from the U.S. Election Assistance Commission (EAC). In addition, the City owns 28 KnowInk Poll pads purchased last year and for functionality purposes, the same brand is needed to work as intended.

Attached Documents:

1. LHS Quote



Company Address 8A Industrial Way
Unit 100
Salem, NH 03079
US

Created Date 6/30/2026
Expiration Date 9/28/2026
Quote Number 00003092

Contact Information

Prepared By Brenda L'Italien
Title Director of Poll Pad Sales and Support
Phone (978) 651-2511
Email bcm@lhsassociates.com

Customer Name Nashua
Contact Name Daniel Healy
Title City Clerk
Email healeyd@nashuanh.gov

Address Information

Bill To Name Nashua
Bill To 229 Main Street, P.O. Box 2019
Nashua, NH 03061

Product Code	Product	Product Description	Sales Price	Quantity	Total Price
PP-490	Poll Pad Bundle (Cellular) with I360 Stand and Paper Printer	Includes: 11th Gen Cellular 64GB, Receipt Printer, 6-Foot Charger, Transport Case, I360 Stand, Stylus, 1st Year Software License, MDM Enrollment, Basic Poll Pad Manager, and a Two-Hour Poll Worker Training Session for New Customers.	\$2,100.00	27.00	\$56,700.00
E99-99	Shipping/Handling/Delivery Charge	Shipping and Handling	\$100.00	1.00	\$100.00

Subtotal \$56,800.00

Total Price \$56,800.00

Programming Flat Fee Per Election: \$300.00

Annual Software Warranty PER POLL PAD: \$325.00 (after one-year application warranty expires)

Annual Data Enrollment & Usage per Poll Pad

All prices quoted are subject to change without prior notice. Pricing may be adjusted to reflect changes in market conditions, vendor costs, or other factors beyond our control.

Signature

By signing below, you are acknowledging that the above pricing is accurate and within budget, and that you are ready to move forward with the official purchase and contract initiation:

Customer Signature: _____

Printed Name & Title: _____

Date: _____

Anticipated First Use Date: _____



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

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

July 29, 2026
Memo #27-016

TO: Mayor Donchess
Finance Committee

SUBJECT: Auditing services in the amount not to exceed \$340,000 funded from General Fund/ 53-
Professional & Technical Services

Please see attached communications from Dawn Enwright, Chief Financial Officer, dated August 5, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item:	Auditing services for general financial statement auditing, Federal Single Audit and schedules for FY26 and FY27
Value:	\$149,000 FY26 \$155,000 FY 27 <u>\$36,000 for single audits (\$6,000 each)</u> \$340,000 Total
Department:	126 Financial Services
Vendor:	CBIZ CPAs P.C.
Fund:	General Fund/ 53-Professional & Technical Services
Ordinance:	Pursuant to NRO § 5-83 Professional Services (A) In the purchase of accounting, architectural, auditing, insurance, engineering, legal, medical and ambulance services and purchases of independent professional consultant services for personnel, data processing, actuarial, planning, management and other comparable purchases competitive bidding shall not be required.

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Enwright
T Cummings

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: July 29, 2026
Re: Multi-Year Contract Award – Auditing Services

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 August 5, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: Auditing services to include general financial statement auditing,
Federal Single Audit and schedules for FY26 and FY27
Value: \$340,000
Vendor: CBIZ CPAs P.C.
Purchasing Memo#: 27-016 dated July 29, 2026
Contract Term: 2 years

Thank you.



THE CITY OF NASHUA

"The Gate City"

Financial Services Division

Office of the Chief Financial Officer

TO: Mayor Jim Donchess
Members of the Finance Committee

FROM: Dawn K Enwright, Chief Financial Officer 

DATE: August 5, 2026

RE: Recommendation to enter into a two-year contract with CBIZ CPAs for External Audit Services

The purpose of this communication is to recommend entering into a two-year contract for external audit services with CBIZ CPAs. The audit will cover the City's general-purpose financial statements, Federal Single Audit and schedules for the fiscal year 2026 & 2027. The contract amount is \$149,000 for FY2026 audit and \$155,000 for FY2027; each year will have an average of three additional single audits at cost of \$6,000 for each audit (an additional \$36,000 for the two years).

CBIZ CPAs, which acquired Marcum, in 2024, provided audit services for FY2024 and FY2025. These audits focused on the City's Lawson and Munis financial systems cash receipts and fixed assets. CBIZ, with its dept and breadth of staff, was able to test an expensive list of transactions and processes.

Given the institutional knowledge of the City's financial systems and internal controls, it is important to maintain the services from the incumbent eternal auditor – CBIZ CPAs for continuity purposes. CBIZ also serves as the eternal auditor for Manchester, Concord and Portsmouth NH.



CBIZ CPAs P.C.

9 Executive Park Drive
Suite 100
Merrimack, NH 03054

P: 603.882.1111

July 7, 2026

City of Nashua, New Hampshire
Attn: Dawn Enwright, Chief Financial Officer
229 Main Street
Nashua, NH 03061

Dear Ms. Enwright:

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide the City of Nashua, New Hampshire (the "City," "Entity," "you," or "your"). This letter constitutes the entire agreement between the Entity and CBIZ CPAs P.C. ("CBIZ CPAs," "Firm," "we," "us," or "our") regarding the services described herein.

ENGAGEMENT OBJECTIVES AND OUR RESPONSIBILITIES

We will audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Nashua, New Hampshire, as of June 30, 2026, and for the year then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Our audit will be conducted with the objectives of our expressing an opinion on each opinion unit.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (“U.S. GAAP”) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain information, such as management’s discussion and analysis (“MD&A”), the budgetary comparison for the General Fund, and various pension and other post-employment benefits (OPEB) schedules, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City’s required supplementary information (“RSI”) in accordance with GAAS. These limited procedures will consist of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management’s Discussion and Analysis
- The budgetary comparison for the General Fund
- Pension and OPEB related schedules

Supplementary information other than RSI will accompany the City’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining Statements and Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements. Management of the City is responsible for the other information included in the annual report. Our opinions on the basic financial statements do not cover the other information listed below, and we do not express an opinion or any form of assurance thereon:

- Introductory Section
- Statistical Section

Auditor Responsibilities

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform*

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
2. Obtain an understanding of the system of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

In addition, we will audit the City's compliance over major federal award and programs for the year ended June 30, 2026. Our audit will be conducted with the objectives of our expressing an and an opinion on compliance regarding the entity's major federal award(s).

The objectives of our compliance audit is to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

MANAGEMENT'S RESPONSIBILITIES

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. For the design, implementation, and maintenance of an effective system of internal control over the financial reporting relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;

7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods, and preparing a summary schedule of prior audit findings;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report (if applicable).
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;

18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with a significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For the evaluation of the effectiveness of the entity's internal control over financial reporting using suitable and available criteria;
22. For providing us with management's written assessment about the effectiveness of the entity's internal control over financial reporting;
23. For supporting management's assessment about the effectiveness of the entity's internal control over financial reporting with sufficient evaluations and documentation (e.g., policy or accounting manuals, narrative memoranda, flowcharts, decision tables, procedural write-ups, or completed questionnaires);
24. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
25. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

Management is responsible for all management decisions and performing all management functions including critical judgments and conclusions, and for designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to oversee any financial statement preparation services, assistance with the preparation of the Data Collection Form, bookkeeping services, tax services, or other services we or our associated company CBIZ, Inc. (or its related entities [collectively with CBIZ, Inc., "CBIZ"]) provides.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or workpapers from our prior years' engagements (if applicable), it is your responsibility to inform us. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

Per federal requirements, the Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Group Audit Considerations

Our audit will be a group audit as defined by AU-C Section 600. We have identified Pennichuck Corporation and Nashua Airport Authority as components of our group audit. Our Firm will function as the auditor for Pennichuck Corporation. Another firm will act as the auditor for the Nashua Airport Authority and we will communicate to the other auditors our intention to rely on their opinion on the

applicable components' financial statements. At the conclusion of our audit, we will obtain this representation and approval to rely on such opinion.

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

ENGAGEMENT FEES

We estimate that our fees for the services previously outlined will be \$149,000 for the financial statement audit. Additionally, there will be a fee of \$6,000 for each single audit. Invoices will be submitted throughout the engagement in accordance with the schedule below.

Financial Statement Audit

First Progress Billing – Upon Commencement of Planning:	<u>\$45,000</u>
Second Progress Billing – Upon Commencement of Fieldwork:	<u>\$45,000</u>
Third Progress Billing – Upon Completion of Fieldwork:	<u>\$45,000</u>
Final Billing:	<u>\$14,000</u>

Total	<u>\$149,000</u>
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Single Audit (Per Program/Cluster)

Upon Completion	<u>\$6,000</u>
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Total	<u>\$6,000</u>
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Our fees are based upon the complexity of the work to be performed, timing of the engagement, experience level of the personnel required, and estimates of the professional time to complete the required services.

Additionally, our fees are dependent on the availability, quality, and completeness of the City's records and, where applicable, upon the City's personnel providing the level of assistance identified in the "prepared by City" request list distributed at the end of our planning work (e.g., City employees preparing confirmations and schedules we request, locating documents selected by us for testing, etc.). Circumstances – including but not limited to those such as those listed in Appendix A – may arise during the engagement that may cause delay or significantly affect our fees. CBIZ CPAs shall not be responsible for any consequences.

Invoices are due upon receipt. If our invoices for this, or any other engagements the City may have with us, are not paid within 30 days after the invoice date, we may suspend or terminate our services for this and any other engagements. If we suspend our services, we may require that the City pay all amounts due and/or submit a retainer to CBIZ CPAs before we resume such services. The City agrees that if we suspend or terminate our services as a result of nonpayment, we will not be responsible for any consequences.

If invoices are not paid within 30 days of the invoice date, a late charge may accrue at the lesser of (i) 1% per month or (ii) the highest rate allowable by law.

DISPUTE RESOLUTION PROCEDURE (MEDIATION AND ARBITRATION) AND GOVERNING LAW

Any dispute arising out of or relating to this engagement, or breach thereof, shall first be submitted for mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach a consensual resolution of the dispute. The mediator shall be selected by agreement of the parties; if the parties cannot agree on a mediator, a mediator shall be appointed by the AAA. The mediation shall be treated as a settlement discussion and shall be confidential. The mediator may not testify for any party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceeding. Each party shall bear its own costs in the mediation, and the fees and expenses of the mediator shall be shared equally by the parties. No other proceeding shall be commenced prior to 60 days after the parties' first appearance before the mediator.

If a dispute has not been resolved within 60 days after the parties' first appearance before the mediator, the dispute shall be settled by arbitration administered by the AAA under its Accounting and Related Services Arbitration Rules (the "Rules"). In the event of a conflict between the Rules and this Agreement, this Agreement shall control. The arbitration shall be conducted before a panel of three arbitrators, selected by application of the rules of the AAA, or by mutual agreement of the parties, except that all arbitrators shall be lawyers or former judges. Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery. The arbitration panel shall issue its final award in a written and reasoned

decision to be provided to each party. The arbitration panel shall have no authority to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content, or result of the arbitration only as expressly provided by the Rules. The award reached as a result of the arbitration will be binding on the parties, and judgment on the award may be entered in any court having jurisdiction.

The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of the Firm and/or the Client and our relationship with you shall be governed by the laws of the applicable states (without giving effect to its choice of law principles).

LIMITATION OF LIABILITY

Unless otherwise prohibited by law or applicable professional standard, you agree that CBIZ CPAs and its personnel shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to CBIZ CPAs pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of CBIZ CPAs. Unless otherwise prohibited by law or applicable professional standard, in no event shall CBIZ CPAs or its personnel be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), professional standard, or otherwise.

No action, regardless of form, arising out of the services under this agreement may be brought by you more than one year after the date the last services are provided under this agreement.

The City hereby indemnifies CBIZ CPAs and its shareholders and other professionals, and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of the City's management, regardless of whether such person was acting in the City's interest. This indemnification will survive completion or termination of this agreement.

OTHER MATTERS

Auditors' Report and Reproduction

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report. If, for any reason, we are unable to complete the audit or we are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require us to do so, we may resign from the engagement prior to completion.

Except to the extent prohibited by law, if you intend to publish or otherwise reproduce the financial statements and/or make reference to our Firm, you agree that the City's management will provide us with a draft for our review and approval before disclosure, inclusion or incorporation by reference of any of our reports or the reference to CBIZ CPAs before such document or information is published, printed, or distributed. You also agree to provide us with the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, you agree to provide us timely notice of your intention to issue any such document. Our fees for any additional procedures or services we require to provide approval to you would be in addition to those fees discussed above. Notwithstanding the foregoing, you may distribute the financial statements "as is," without our written consent; provided such financial statements are not inserted in any other document or are not altered or revised in any manner, including, without limitation, the alteration, addition or removal of data or information to or from such financial statements.

Background Checks

As a matter of our Firm policy, we may perform background checks, which may require out-of-pocket expenses. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures, and we reserve the right to withdraw from any engagement should information we deem to be adverse come to our attention.

Independence and Our Personnel

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a City. These services are being provided under the AICPA and Government Accountability Office (GAO) independence standards. If the City becomes subject to Public Company Accounting Oversight Board ("PCAOB") or Securities and Exchange Commission ("SEC") independence standards, those standards will need to be followed. As a result, certain non-attest services that would not impair our independence under the AICPA and Government Auditing Standards may have impaired our past or may impair our future independence under the PCAOB and SEC standards. CBIZ CPAs' acceptance of this engagement is conditioned on confirming that it is independent under applicable standards. We will inform you promptly if we determine that we are not independent.

In addition, we will periodically reevaluate our independence as part of our customary City continuance process or more frequently, should circumstances arise that may require us to investigate whether our independence may have been impaired, in which case we may terminate and resign from this engagement in our sole and absolute discretion. You agree to promptly advise us of any matters or changes in circumstances that could affect our independence or give rise to conflicts, including changes in senior management or the Board or the Elected Body, or entities that may have preexisting relationships with CBIZ or CBIZ CPAs or conflicts that could affect our independence.

Any discussions that the City has with personnel of CBIZ CPAs or CBIZ regarding potential employment with the City could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. Employment offers to any staff member working on your engagement without our prior knowledge may require substantial additional procedures to ensure our independence on this engagement. Any additional costs incurred due to these procedures will be billed at our standard hourly rates.

Furthermore, we strive to maintain a staff of quality, trained professionals. In recognition of the investment we have made to recruit and develop our personnel, solely to the extent not prohibited by law, you agree to not solicit any of our employees involved in this engagement at any time while we are performing services for you or within one year thereafter; irrespective of whether they've worked on your account or not. However, this limitation shall not apply to employment via a general solicitation or open job posting which is not directed towards the employee or CBIZ CPAs.

Access to Working Papers; Confidentiality

Our workpapers and files for this engagement are the property of CBIZ CPAs. If we receive a subpoena or other administrative, judicial, or government demand or request requiring it to provide information or documents, we will, unless prohibited by law, provide written notice to the City of such demand or request. The City shall reimburse CBIZ CPAs for our time at standard rates and reasonable expenses (including reasonable attorneys' fees and expenses) incurred in responding to such demands or requests.

Certain professional standards, including American Institute of Certified Public Accountants Code of Professional Conduct 1.700 and similar rules adopted by state boards of accountancy, prohibit the disclosure of City confidential information without City consent, except in limited circumstances. CBIZ CPAs will treat the City's confidential information in accordance with applicable professional standards. The City acknowledges and agrees that we may disclose confidential information as directed by the City or as permitted by law, rule, regulation, professional standards or guidelines, or the terms of this engagement letter. The City authorizes CBIZ CPAs to use email and other electronic methods to transmit and receive information, including confidential information, related to this engagement. CBIZ CPAs will employ commercially reasonable efforts to protect the confidentiality of transmitted information.

In performing our engagement, we will utilize professional and administrative staff who are employed by or otherwise associated with CBIZ or other entities. These individuals will be under the direct control and supervision of CBIZ CPAs, which is solely responsible for the professional performance of our engagement. Additionally, the professional staff is subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of City information, and CBIZ CPAs has contractual agreements requiring confidential treatment of all City information.

In addition, the City agrees that we may provide CBIZ with access to the City's accounting, financial, and other records in our possession so that CBIZ can provide the City with any services it has engaged them to perform.

Should you request that we use a third-party electronic file transfer service in connection with this engagement, you acknowledge that CBIZ CPAs makes no representations or warranties regarding the security of data transmitted to and from, or stored by, that third-party electronic file transfer service. You also agree that CBIZ CPAs is not responsible for any loss, or unauthorized interception, of data transmitted to and from, or stored by, third-party electronic file transfer service.

You agree that we may use confidential information we receive as part of this engagement for internal and/or third-party data analysis or other insight generation. Information developed in connection with these purposes may be disclosed to you or current or prospective Cities, but only on an anonymous basis; we will not use or disclose confidential information in a way that would permit you to be identified by third parties without your consent.

In addition, you agree that we may use your name and logo and a brief description of our services solely for the purpose of identifying you as a City of the Firm in the Firm's marketing and promotional materials, including proposals.

Nothing in this letter is intended to limit your rights and obligations pursuant New Hampshire's "Right to Know Law," RSA 91:A., Etc.

Termination

Our engagement ends on the earlier of termination or resignation (including, without limitation, our declining to issue a report or other work product) or CBIZ CPAs' delivery of its report. We acknowledge your right to terminate this agreement at any time, and you acknowledge our right to terminate this agreement and resign at any time in our sole and absolute discretion.

Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If it is determined that any provision of this letter is unenforceable, all other provisions shall remain in full force and effect. This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the City and that no other person or entity shall be authorized to enforce the terms of this engagement. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of the City of Nashua, New Hampshire.

City of Nashua, New Hampshire
July 7, 2026
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If you agree with the terms of our engagement, as described in this letter, please sign this PDF version of the engagement letter and return it to us by email and we will send you a fully executed copy.

A copy of our most recent peer review report is available on our website (www.cbizcpas.com/about-us).

Very truly yours,

Laura Stone, CPA
CBIZ CPAs P.C.

Date: _____

ACKNOWLEDGED AND AGREED

Authorized signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by CBIZ CPAs in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, CBIZ CPAs may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to CBIZ CPAs, (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). CBIZ CPAs will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve.
 - b. Changes or transactions that occur prior to the issuance of our report.
 - c. Changes in the City's accounting personnel, their responsibilities, or their availability.
 - d. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by CBIZ CPAs. All invoices, contracts and other documents which we will identify for the City are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments is identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.



CBIZ CPAs P.C.

9 Executive Park Drive
Suite 100
Merrimack, NH 03054

P: 603.882.1111

July 7, 2026

City of Nashua, New Hampshire
Attn: Dawn Enwright, Chief Financial Officer
229 Main Street
Nashua, NH 03061

Dear Ms. Enwright:

We are pleased to confirm the arrangements of our engagement and the nature of the services we will provide the City of Nashua, New Hampshire (the "City," "Entity," "you," or "your"). This letter constitutes the entire agreement between the Entity and CBIZ CPAs P.C. ("CBIZ CPAs," "Firm," "we," "us," or "our") regarding the services described herein.

ENGAGEMENT OBJECTIVES AND OUR RESPONSIBILITIES

We will audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Nashua, New Hampshire, as of June 30, 2027, and for the year then ended and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Our audit will be conducted with the objectives of our expressing an opinion on each opinion unit.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America (“U.S. GAAP”) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain information, such as management’s discussion and analysis (“MD&A”), the budgetary comparison for the General Fund, and various pension and other post-employment benefits (OPEB) schedules, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City’s required supplementary information (“RSI”) in accordance with GAAS. These limited procedures will consist of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management’s responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management’s Discussion and Analysis
- The budgetary comparison for the General Fund
- Pension and OPEB related schedules

Supplementary information other than RSI will accompany the City’s basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- Combining Statements and Schedules

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements. Management of the City is responsible for the other information included in the annual report. Our opinions on the basic financial statements do not cover the other information listed below, and we do not express an opinion or any form of assurance thereon:

- Introductory Section
- Statistical Section

Auditor Responsibilities

We will conduct our audits in accordance with GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform*

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit. We will also:

1. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
2. Obtain an understanding of the system of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
3. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
4. Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

In addition, we will audit the City's compliance over major federal award and programs for the year ended June 30, 2027. Our audit will be conducted with the objectives of our expressing an and an opinion on compliance regarding the entity's major federal award(s).

The objectives of our compliance audit is to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Audit of Major Program Compliance

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Uniform Guidance, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

MANAGEMENT'S RESPONSIBILITIES

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with U.S. GAAP;
2. For the design, implementation, and maintenance of an effective system of internal control over the financial reporting relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;

7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods, and preparing a summary schedule of prior audit findings;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report (if applicable).
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of non-attest services, including identifying the proper party to oversee non-attest work;

18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with a significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For the evaluation of the effectiveness of the entity's internal control over financial reporting using suitable and available criteria;
22. For providing us with management's written assessment about the effectiveness of the entity's internal control over financial reporting;
23. For supporting management's assessment about the effectiveness of the entity's internal control over financial reporting with sufficient evaluations and documentation (e.g., policy or accounting manuals, narrative memoranda, flowcharts, decision tables, procedural write-ups, or completed questionnaires);
24. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
25. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the schedule of expenditures of federal awards, you acknowledge and understand your responsibility (a) for the preparation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance, (b) to provide us with the appropriate written representations regarding the schedule of expenditures of federal awards, (c) to include our report on the schedule of expenditures of federal awards in any document that contains the schedule of expenditures of federal awards and that indicates that we have reported on such schedule, and (d) to present the schedule of expenditures of federal awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the schedule of expenditures of federal awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

Management is responsible for all management decisions and performing all management functions including critical judgments and conclusions, and for designating an individual, preferably from senior management, with suitable skill, knowledge, or experience to oversee any financial statement preparation services, assistance with the preparation of the Data Collection Form, bookkeeping services, tax services, or other services we or our associated company CBIZ, Inc. (or its related entities [collectively with CBIZ, Inc., "CBIZ"]) provides.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. If you are missing any documents or workpapers from our prior years' engagements (if applicable), it is your responsibility to inform us. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

Per federal requirements, the Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Group Audit Considerations

Our audit will be a group audit as defined by AU-C Section 600. We have identified Pennichuck Corporation and Nashua Airport Authority as components of our group audit. Our Firm will function as the auditor for Pennichuck Corporation. Another firm will act as the auditor for the Nashua Airport Authority and we will communicate to the other auditors our intention to rely on their opinion on the

applicable components' financial statements. At the conclusion of our audit, we will obtain this representation and approval to rely on such opinion.

COMMUNICATION WITH THOSE CHARGED WITH GOVERNANCE

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

ENGAGEMENT FEES

We estimate that our fees for the services previously outlined will be \$155,000 for the financial statement audit. Additionally, there will be a fee of \$6,000 for each single audit. Invoices will be submitted throughout the engagement in accordance with the schedule below.

Financial Statement Audit

First Progress Billing – Upon Commencement of Planning:	<u>\$46,500</u>
Second Progress Billing – Upon Commencement of Fieldwork:	<u>\$46,500</u>
Third Progress Billing – Upon Completion of Fieldwork:	<u>\$46,500</u>
Final Billing:	<u>\$15,500</u>

Total	<u>\$155,000</u>
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Single Audit (Per Program/Cluster)

Upon Completion	<u>\$6,000</u>
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Total	<u>\$6,000</u>
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Our fees are based upon the complexity of the work to be performed, timing of the engagement, experience level of the personnel required, and estimates of the professional time to complete the required services.

Additionally, our fees are dependent on the availability, quality, and completeness of the City's records and, where applicable, upon the City's personnel providing the level of assistance identified in the "prepared by City" request list distributed at the end of our planning work (e.g., City employees preparing confirmations and schedules we request, locating documents selected by us for testing, etc.). Circumstances – including but not limited to those such as those listed in Appendix A – may arise during the engagement that may cause delay or significantly affect our fees. CBIZ CPAs shall not be responsible for any consequences.

Invoices are due upon receipt. If our invoices for this, or any other engagements the City may have with us, are not paid within 30 days after the invoice date, we may suspend or terminate our services for this and any other engagements. If we suspend our services, we may require that the City pay all amounts due and/or submit a retainer to CBIZ CPAs before we resume such services. The City agrees that if we suspend or terminate our services as a result of nonpayment, we will not be responsible for any consequences.

If invoices are not paid within 30 days of the invoice date, a late charge may accrue at the lesser of (i) 1% per month or (ii) the highest rate allowable by law.

DISPUTE RESOLUTION PROCEDURE (MEDIATION AND ARBITRATION) AND GOVERNING LAW

Any dispute arising out of or relating to this engagement, or breach thereof, shall first be submitted for mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures. The parties agree to discuss their differences in good faith and to attempt, with facilitation by the mediator, to reach a consensual resolution of the dispute. The mediator shall be selected by agreement of the parties; if the parties cannot agree on a mediator, a mediator shall be appointed by the AAA. The mediation shall be treated as a settlement discussion and shall be confidential. The mediator may not testify for any party in any later proceeding related to the dispute. No recording or transcript shall be made of the mediation proceeding. Each party shall bear its own costs in the mediation, and the fees and expenses of the mediator shall be shared equally by the parties. No other proceeding shall be commenced prior to 60 days after the parties' first appearance before the mediator.

If a dispute has not been resolved within 60 days after the parties' first appearance before the mediator, the dispute shall be settled by arbitration administered by the AAA under its Accounting and Related Services Arbitration Rules (the "Rules"). In the event of a conflict between the Rules and this Agreement, this Agreement shall control. The arbitration shall be conducted before a panel of three arbitrators, selected by application of the rules of the AAA, or by mutual agreement of the parties, except that all arbitrators shall be lawyers or former judges. Discovery shall be permitted in connection with the arbitration only to the extent, if any, expressly authorized by the arbitration panel upon a showing of substantial need by the party seeking discovery. The arbitration panel shall issue its final award in a written and reasoned

decision to be provided to each party. The arbitration panel shall have no authority to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. All aspects of the arbitration shall be treated as confidential. The parties and the arbitrator may disclose the existence, content, or result of the arbitration only as expressly provided by the Rules. The award reached as a result of the arbitration will be binding on the parties, and judgment on the award may be entered in any court having jurisdiction.

The terms and provisions of this engagement letter, any course of conduct, course of dealing and/or action of the Firm and/or the Client and our relationship with you shall be governed by the laws of the applicable states (without giving effect to its choice of law principles).

LIMITATION OF LIABILITY

Unless otherwise prohibited by law or applicable professional standard, you agree that CBIZ CPAs and its personnel shall not be liable to you for any claims, liabilities, or expenses relating to this engagement for an aggregate amount in excess of the fees paid by you to CBIZ CPAs pursuant to this engagement, except to the extent finally judicially determined to have resulted from the bad faith or intentional misconduct of CBIZ CPAs. Unless otherwise prohibited by law or applicable professional standard, in no event shall CBIZ CPAs or its personnel be liable for consequential, special, indirect, incidental, punitive, or exemplary losses or damages relating to this engagement. This limitation on liability provision shall apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), professional standard, or otherwise.

No action, regardless of form, arising out of the services under this agreement may be brought by you more than one year after the date the last services are provided under this agreement.

The City hereby indemnifies CBIZ CPAs and its shareholders and other professionals, and holds them harmless from all claims, liabilities, losses and costs arising in circumstances where there has been a known misrepresentation by a member of the City's management, regardless of whether such person was acting in the City's interest. This indemnification will survive completion or termination of this agreement.

OTHER MATTERS

Auditors' Report and Reproduction

We will issue a written report upon completion of our audit of the City's financial statements. Our report will be addressed to those charged with governance. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report. If, for any reason, we are unable to complete the audit or we are unable to form or have not formed an opinion, we may decline to express an opinion or decline to issue a report as a result of the engagement. If, in our professional judgment, the circumstances require us to do so, we may resign from the engagement prior to completion.

Except to the extent prohibited by law, if you intend to publish or otherwise reproduce the financial statements and/or make reference to our Firm, you agree that the City's management will provide us with a draft for our review and approval before disclosure, inclusion or incorporation by reference of any of our reports or the reference to CBIZ CPAs before such document or information is published, printed, or distributed. You also agree to provide us with the final reproduced material for our approval before it is distributed. In addition, to avoid unnecessary delay or misunderstanding, you agree to provide us timely notice of your intention to issue any such document. Our fees for any additional procedures or services we require to provide approval to you would be in addition to those fees discussed above. Notwithstanding the foregoing, you may distribute the financial statements "as is," without our written consent; provided such financial statements are not inserted in any other document or are not altered or revised in any manner, including, without limitation, the alteration, addition or removal of data or information to or from such financial statements.

Background Checks

As a matter of our Firm policy, we may perform background checks, which may require out-of-pocket expenses. The terms and conditions of this engagement are expressly contingent upon the satisfactory completion of our investigatory procedures, and we reserve the right to withdraw from any engagement should information we deem to be adverse come to our attention.

Independence and Our Personnel

Professional standards require that a firm and its members maintain independence throughout the duration of the professional relationship with a City. These services are being provided under the AICPA and Government Accountability Office (GAO) independence standards. If the City becomes subject to Public Company Accounting Oversight Board ("PCAOB") or Securities and Exchange Commission ("SEC") independence standards, those standards will need to be followed. As a result, certain non-attest services that would not impair our independence under the AICPA and Government Auditing Standards may have impaired our past or may impair our future independence under the PCAOB and SEC standards. CBIZ CPAs' acceptance of this engagement is conditioned on confirming that it is independent under applicable standards. We will inform you promptly if we determine that we are not independent.

In addition, we will periodically reevaluate our independence as part of our customary City continuance process or more frequently, should circumstances arise that may require us to investigate whether our independence may have been impaired in which case we may terminate and resign from this engagement in our sole and absolute discretion. You agree to promptly advise us of any matters or changes in circumstances that could affect our independence or give rise to conflicts including, changes in senior management or the Board or the Elected Body, or entities that may have preexisting relationships with CBIZ or CBIZ CPAs or conflicts that could affect our independence.

Any discussions that the City has with personnel of CBIZ CPAs or CBIZ regarding potential employment with the City could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence. Employment offers to any staff member working on your engagement without our prior knowledge may require substantial additional procedures to ensure our independence on this engagement. Any additional costs incurred due to these procedures will be billed at our standard hourly rates.

Furthermore, we strive to maintain a staff of quality, trained professionals. In recognition of the investment we have made to recruit and develop our personnel, solely to the extent not prohibited by law, you agree to not solicit any of our employees involved in this engagement at any time while we are performing services for you or within one year thereafter; irrespective of whether they've worked on your account or not. However, this limitation shall not apply to employment via a general solicitation or open job posting which is not directed towards the employee or CBIZ CPAs.

Access to Working Papers; Confidentiality

Our workpapers and files for this engagement are the property of CBIZ CPAs. If we receive a subpoena or other administrative, judicial, or government demand or request requiring it to provide information or documents, we will, unless prohibited by law, provide written notice to the City of such demand or request. The City shall reimburse CBIZ CPAs for our time at standard rates and reasonable expenses (including reasonable attorneys' fees and expenses) incurred in responding to such demands or requests.

Certain professional standards, including American Institute of Certified Public Accountants Code of Professional Conduct 1.700 and similar rules adopted by state boards of accountancy, prohibit the disclosure of City confidential information without City consent, except in limited circumstances. CBIZ CPAs will treat the City's confidential information in accordance with applicable professional standards. The City acknowledges and agrees that we may disclose confidential information as directed by the City or as permitted by law, rule, regulation, professional standards or guidelines, or the terms of this engagement letter. The City authorizes CBIZ CPAs to use email and other electronic methods to transmit and receive information, including confidential information, related to this engagement. CBIZ CPAs will employ commercially reasonable efforts to protect the confidentiality of transmitted information.

In performing our engagement, we will utilize professional and administrative staff who are employed by or otherwise associated with CBIZ or other entities. These individuals will be under the direct control and supervision of CBIZ CPAs, which is solely responsible for the professional performance of our engagement. Additionally, the professional staff is subject to the standards governing the accounting profession, including the requirement to maintain the confidentiality of City information, and CBIZ CPAs has contractual agreements requiring confidential treatment of all City information.

In addition, the City agrees that we may provide CBIZ with access to the City's accounting, financial, and other records in our possession so that CBIZ can provide the City with any services it has engaged them to perform.

Should you request that we use a third-party electronic file transfer service in connection with this engagement, you acknowledge that CBIZ CPAs makes no representations or warranties regarding the security of data transmitted to and from, or stored by, that third-party electronic file transfer service. You also agree that CBIZ CPAs is not responsible for any loss, or unauthorized interception, of data transmitted to and from, or stored by, third-party electronic file transfer service.

You agree that we may use confidential information we receive as part of this engagement for internal and/or third-party data analysis or other insight generation. Information developed in connection with these purposes may be disclosed to you or current or prospective Cities, but only on an anonymous basis; we will not use or disclose confidential information in a way that would permit you to be identified by third parties without your consent.

In addition, you agree that we may use your name and logo and a brief description of our services solely for the purpose of identifying you as a City of the Firm in the Firm's marketing and promotional materials, including proposals.

Nothing in this letter is intended to limit your rights and obligations pursuant New Hampshire's "Right to Know Law," RSA 91:A., Etc.

Termination

Our engagement ends on the earlier of termination or resignation (including, without limitation, our declining to issue a report or other work product) or CBIZ CPAs' delivery of its report. We acknowledge your right to terminate this agreement at any time, and you acknowledge our right to terminate this agreement and resign at any time in our sole and absolute discretion.

Agreement

This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties. If it is determined that any provision of this letter is unenforceable, all other provisions shall remain in full force and effect. This letter comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals oral or written and all other communications between the parties.

It is hereby understood and agreed that this engagement is being undertaken solely for the benefit of the City and that no other person or entity shall be authorized to enforce the terms of this engagement. The undersigned represents and warrants that it has the requisite authority and consents to enter into and perform this Agreement and the obligations herein for and on behalf of the City of Nashua, New Hampshire.

If you agree with the terms of our engagement, as described in this letter, please sign this PDF version of the engagement letter and return it to us by email and we will send you a fully executed copy.

City of Nashua, New Hampshire
July 7, 2026
Page 15

A copy of our most recent peer review report is available on our website (www.cbizcpas.com/about-us).

Very truly yours,

Laura Stone, CPA
CBIZ CPAs P.C.

Date: _____

ACKNOWLEDGED AND AGREED

Authorized signature: _____

Name: _____

Title: _____

Date: _____

APPENDIX A

Circumstances Affecting Timing and Fee Estimate

The estimated fee is based on certain assumptions. Circumstances may arise during the engagement that may significantly affect the targeted completion dates and our fee estimate. As a result, additional fees may be necessary. Such circumstances include but are not limited to the following:

1. Changes to the timing of the engagement at your request. Changes to the timing of the engagement usually require reassignment of personnel used by CBIZ CPAs in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, CBIZ CPAs may incur significant unanticipated costs.
2. All requested schedules are not (a) provided by the accounting personnel on the date requested, (b) completed in a format acceptable to CBIZ CPAs, (c) mathematically correct, or (d) in agreement with the appropriate underlying records (e.g., general ledger accounts). CBIZ CPAs will provide the accounting personnel with a separate listing of required schedules and deadlines.
3. Weaknesses in the internal control structure.
4. Significant new issues or unforeseen circumstances as follows:
 - a. New accounting issues that require an unusual amount of time to resolve.
 - b. Changes or transactions that occur prior to the issuance of our report.
 - c. Changes in the City's accounting personnel, their responsibilities, or their availability.
 - d. Changes in auditing requirements set by regulators.
5. Significant delays in the accounting personnel's assistance in the engagement or delays by them in reconciling variances as requested by CBIZ CPAs. All invoices, contracts and other documents which we will identify for the City are not located by the accounting personnel or made ready for our easy access.
6. A significant level of proposed audit adjustments is identified during our audit.
7. Changes in audit scope caused by events that are beyond our control.
8. Untimely payment of our invoices as they are rendered.



City of Nashua

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

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

July 29, 2026
Memo #27-018

TO: Mayor Donchess
Finance Committee

SUBJECT: Amendment for Snow Plowing Services in the amount not to exceed \$50,000 funded from General Fund/ 54- Property Services

Please see attached communications from Jill Stansfield, Parking Manager, dated August 5, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: FY27 snow removal and salt/sand treatment as needed for 18 City Parking Lots
Value: \$50,000
Department: 166 Parking
Vendor: The Doty Group, Inc.
Fund: General Fund/ 54- Property 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.

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

Regards,

Amy Girard
Purchasing Manager

Cc: J Stansfield
D Enwright
T Cummings



THE CITY OF NASHUA

*Economic Development Division – Parking Department
Office of the Mayor*

"The Gate City"

TO: Amy Girard, Purchasing Manager

FROM: Jill Stansfield, Parking Manager

DATE: August 5, 2026

SUBJECT: FY27 Snow Plowing Contract (Value not to exceed: \$50,000)
Department: 166 Parking

The Parking Department is requesting approval to contract with The Doty Group, Inc. of Hollis, New Hampshire for snow plowing and optional sand/salt treatment and snow removal services in the amount not to exceed \$50,000.

The contract's service area is the 18 parking lots under the responsibility of the Parking Department. The contractor intends to provide snow plowing services through May 15, 2027. The contractor will provide salt/sand treatment services removal of snow on an as-needed basis.

Doty Group is a reputable and responsible company. Nashua has used them successfully during the previous winter.

Thank You.

**FIFTH AMENDMENT TO
SNOW PLOWING AGREEMENT**

This AGREEMENT is made as of August 1, 2026, by and between the **City of Nashua** with an address of 229 Main Street, Nashua, New Hampshire ("City") and **The Doty Group, Inc.** with an address of 26 Plain Road, Hollis, NH 03049 ("Contractor").

WHEREAS, the City and Contractor entered into an Agreement dated November 5, 2021 for certain plowing services ("Snow Plowing Agreement");

WHEREAS, Section 5 of the Snow Plowing Agreement states that the Snow Plowing Agreement may be extended for additional one-year periods under the same terms, conditions and pricing upon the written agreement of the Contractor and the City;

WHEREAS, the initial term of the Snow Plowing Agreement ended on May 15, 2022, and, the first extension period ended on May 15, 2023, and, the second extension period ended on May 15, 2024, the third extension period ended on May 15, 2025, and the fourth extension ended on May 15, 2026;

WHEREAS, the Contractor and the City wish to extend the Snow Plowing Agreement for an additional period as described below.

NOW, therefore, in consideration of the mutual covenants contained herein, the parties hereby mutually agree as follows:

1. That the term of the Snow Plowing Agreement shall be extended for one (1) additional period from October 1, 2026 to May 15, 2027.
2. All other terms and conditions of the Snow Plowing Agreement not changed by this (or prior) amendment(s) remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have, by their duly authorized representatives placed their hands as of the date first above written.

City of Nashua

The Doty Group, Inc.

By: James W. Donchess, Mayor

By: _____
Title: _____



City of Nashua

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

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

July 29, 2026
Memo #27-019

TO: Mayor Donchess
Finance Committee

SUBJECT: FY27 Pavement Management Support Services in the amount not to exceed \$43,700
funded from Bond/ 53- Professional & Technical Services

Please see attached communications from Daniel Hudson, City Engineer, dated July 30, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Professional engineering services to assist with evaluating the condition of 50% of the City's roads
Value: \$43,700
Department: 160 Admin/Engineering
Vendor: Stantec Consulting Services, Inc.
Fund: Bond/ 53- Professional & Technical Services

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

Division of Public Works: 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: July 30, 2026

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

Re: Pavement Management Support Services

C. Motion: To approve the engineering contract for pavement management services with Stantec Consulting Services, Inc. of Burlington, MA in an amount not to exceed \$43,700. Funding will be through: 160 Admin/Eng; Fund: Bond; Activity Paving.

Discussion: The City has contracted with Stantec Consulting Services, Inc. since 2016 to provide assistance in evaluating the pavement condition of our 300-mile road network and to make recommendations on rehabilitation and preservation methods. Using their expertise, Stantec has aided in developing the necessary protocols for preventative maintenance, including updating costs and decision trees for selecting prioritized lists of roadways to pave. This request is to survey 50 percent of the City's roadway network.

Stantec will continue to use Cartegraph's pavement condition assessment software while evaluating approximately 150 miles of roadway, and updating the Pavement Condition Index (PCI) rating for each road segment. This information enables the City to assess the paving program's performance over time, monitor conditions, and select appropriate treatments in an objective and transparent way.



CONTRACT FOR PROFESSIONAL SERVICES

Pavement Management Support Services

A CONTRACT BETWEEN

The City of Nashua, 229 Main Street, City Hall, Nashua, NH 03060

AND

Stantec Consulting Services Inc.

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

Name and Title of Professional Engineer

45 Network Drive, 3rd Floor, Burlington MA 01803-451

Address of Professional Engineer

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

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

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

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

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

Exhibit A--General Conditions for Contracts

Exhibit B-- Stantec Pavement Management Support Services Proposal dtd **July 13, 2026**

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

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

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

Description of Work:

As outlined in **Exhibit B**, contractor will re-survey approximately 46% of the City's roadway network, approximately 141 centerline miles from past surveyed year 2023 road segments located within the City limits.

3. Period of Performance. Professional Engineer shall perform and complete all work by **November 13, 2026** which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Professional Engineer shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

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

Forty-Three Thousand Seven Hundred and 00/100 Dollars (\$43,700)

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

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

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

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

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

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

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

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

City of Nashua Representative:	Professional Engineer Representative:
Mark Saunders, P.E., Senior Staff Engineer	William Scarpati, Senior Project Manager
Division of Public Works	Stantec Consulting Services, Inc.
Engineering Department	45 Blue Sky Drive, 3 rd Floor
848 West Hollis Street	Burlington, MA 01803
Nashua, NH 03062	
Email: SaundersM@NashuaNH.gov	Email: William.Scarpati@Stantec.com

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

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

Scarpati,
William

Digitally signed by
Scarpati, William
Date: 2026.07.29 10:03:42
-04'00'

City of Nashua, NH (signature)

Stantec Consulting Services Inc.(signature)

James W. Donchess, Mayor- City of Nashua
(Printed Name and Title)

William P. Scarpati, Senior Associate/Proj. Mgr.
(Printed Name and Title)

Date

Date

**Exhibit A
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General Conditions**

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General Terms and Conditions

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

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

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

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

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

6. **City of Nashua Cooperation.** The City of Nashua agrees that its personnel will cooperate with Professional Engineer in the performance of its work under this contract and that such personnel will be available to Professional Engineer for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Professional Engineer with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Professional Engineer also agree to attend all meetings called by the City of Nashua or Professional Engineer to discuss the work under the Contract, and that Professional Engineer may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.
7. **Discovery of Conflicts, Errors, Omissions, Ambiguities, or Discrepancies.** Professional Engineer warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Professional Engineer. All future questions Professional Engineer may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Professional Engineer's question or

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

8. Termination of Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Professional Engineer shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Professional Engineer are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Professional Engineer under this contract. The City of Nashua shall not maintain any insurance on behalf of Professional Engineer. Professional Engineer shall require Subcontractors to carry appropriate and lawful amounts of insurance for the services they are providing. Professional Engineer will ensure compliance with this section and shall receive valid certificates of insurance from all Subcontractors as proof that coverage is in place.

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

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

12. **Indemnification.** Regardless of any coverage provided by any insurance, Professional Engineer agrees to indemnify and hold harmless the City of Nashua, its officials, employees and authorized representatives and their employees from and against any and all actions, legal or administrative proceedings, arbitrations, damages, liabilities, interest, reasonable attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Professional Engineer or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Professional Engineer's indemnity and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless. Notwithstanding the above, under no circumstances shall Professional Engineer be responsible for the negligence or intentional acts of City of Nashua.

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

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

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

the submitted monthly invoice forms and progress reports.

15. **Compliance with Applicable Laws.** Professional Engineer, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans with Disabilities Act. Professional Engineer shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.
16. **Nondiscrimination.** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Professional Engineer agrees to the following terms. Professional Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Professional Engineer agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

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

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

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

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

18. **Assignment, Transfer, Delegation, or Subcontracting.** Professional Engineer shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
19. **City Inspection of Contract Materials.** The books, records, documents and accounting procedures and practices of Professional Engineer related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
20. **Disposition of Contract Materials.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Engineer in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Professional Engineer's expense, by Professional Engineer to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Professional Engineer, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Engineer in the performance of its obligations under this contract must be retained by Professional Engineer for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Professional Engineer shall promptly remit and deliver the materials, at Professional Engineer's expense, to the City of Nashua. Professional Engineer shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Professional Engineer's obligations under this contract without the prior written consent of the City of Nashua.
21. **Public Records Law, Copyrights, and Patents.** Professional Engineer expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Engineer (including those remitted to the City of Nashua by Professional Engineer pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

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

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

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

22. **Final Acceptance.** Upon completion of all work under the contract, Professional Engineer shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Professional Engineer in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Engineer with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Engineer shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.
23. **Taxes.** Professional Engineer shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Professional Engineer hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
24. **Non-Waiver of Terms and Conditions.** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
25. **Rights and Remedies.** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
26. **Prohibited Interests.** Professional Engineer shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Professional Engineer warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Professional Engineer. If any such interest comes to the attention of Professional Engineer at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Professional Engineer also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Professional Engineer further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

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

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

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

Neither the City of Nashua nor Professional Engineer shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this contract or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.



Stantec Consulting Services Inc.
45 Blue Sky Drive 3rd Floor, Burlington MA 01803

July 13, 2026

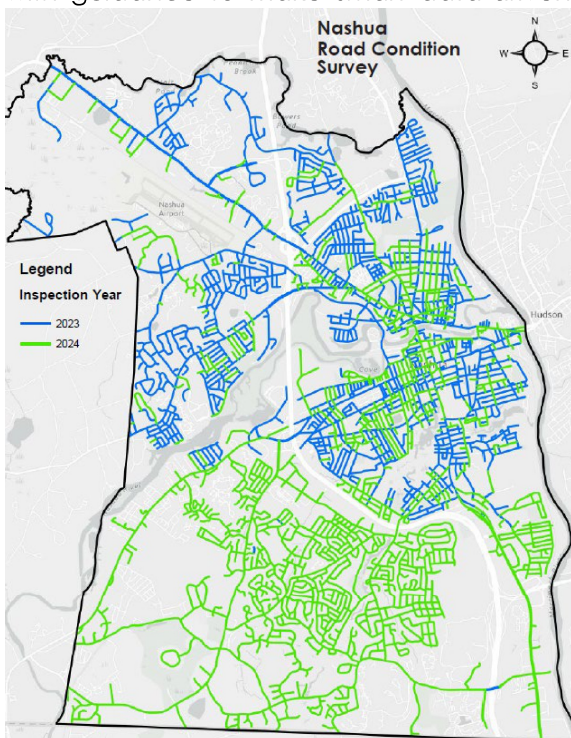
Mark Saunders, P.E.
Deputy City Engineer
848 West Hollis Street
Nashua, NH 03062

Reference: **FY2027 Pavement Management Support Services Proposal**

Dear Mr. Saunders:

Per your request, Stantec Consulting Services, Inc. (Stantec) has prepared the following Pavement Management Support Services Proposal to continue and protect the City's pavement management investments by providing pavement condition surveys, data modeling, and analysis to maintain the City's pavement management database.

We are proud of our tenure working with and providing Nashua Division of Public Works with guidance to make smart data-driven decisions. Whether optimizing infrastructure budget allocations, inventorying and assessing condition of an asset, improving workflow inefficiencies, or incorporating asset management software into the decision-making process. We have committed our very best resources to helping you maintain and improve your pavement infrastructure.



Our range of experience, from GIS integration, network level assessments, prediction modeling through strategic recommendations, demonstrates our ability to develop and implement cost-effective solutions that are responsive to the needs of the Nashua Division of Public Works.

Below are specific work tasks proposed to support Nashua in continuing their proactive approach to managing its pavement assets.

WORK TASKS:

Pavement Management System Update:

Stantec will re-survey approximately 46% of the City's roadway network, approximately 141 centerline miles from past surveyed year 2023 road segments located within the City limits. Stantec will identify pavement management segments based on pavement condition, type of material, age, geometry, and construction history. For each identified pavement segment, Stantec will use the

ASTM Pavement Condition Index (PCI) rating system and designate scores from 100 to 0. While automated data collection is available, Stantec strongly feels that collecting detailed distress, severity, and extent data through a 'boots on the ground' survey is the accurate way to get a PCI score and reliable plan output. With so many variables going into the pavement structure, Stantec's in depth analysis of each segment's pavement from the eyes of an experienced pavement manager. There is no error in differentiating base and surface related distresses, better understanding and notes taken on specifically why the road segment is failing, and what the suggested visual treatment of the road should be. No data will be collected on roadway indices other than pavement condition. For each pavement segment, Stantec will capture a digital picture image to develop a geo-tagged GIS layer.

Stantec will ensure quality control (QC) of data at all times, including in-office and fieldwork methods to ensure the data's integrity. Stantec will perform quality assurance in the field for approximately 5 percent of the surveyed pavement segment.

After field work, Stantec will enter and update new work history repair records for the past construction season, update distress inspection records, and conduct modeling and analysis of upcoming fiscal year roadway repair plan. This service includes virtual attendance to one (1) meeting, a written annual summary describing Nashua's pavement condition network, financial needs, and GIS data shapefile export.

SCHEDULE:

Stantec will initiate the proposed work tasks immediately upon receipt of an executed copy of this agreement/Notice to Proceed such that work tasks can be performed as soon as possible. This project is expected to require approximately three (3) months from start to completion of each annual update.

Task	Expected Completion Schedule
Executed Contract Notice to Proceed	August 14, 2026
FY2027 Pavement Management System 141 Mile Update	November 13, 2026

PERIOD OF PERFORMANCE:

Consultant shall perform and complete all work by November 13, 2026, which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Consultant shall begin performance upon receipt of an Executed Contract and a valid Purchase Order issued from the City of Nashua.

FEE:

Our not to exceed fee to complete the proposed scope of services as defined above is Forty-Three Thousand and Seven Hundred Dollars (\$43,700). Should the scope of services be expanded, Stantec will discuss the additional fee to accomplish the additional scope and an amendment to this Agreement will be executed.

INVOICES:

Stantec will invoice the City on a monthly basis during the performance of our services, the amount of each invoice will be based on the percentage completion for each work task at the time of work performance.

Please indicate your acceptance of this proposal by signing and dating in the spaces provided and returning one signed copy to Stantec.

Regards,

STANTEC CONSULTING SERVICES INC.



City of Nashua

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

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

July 29, 2026
Memo #27-019

TO: Mayor Donchess
Finance Committee

SUBJECT: FY27 Pavement Management Support Services in the amount not to exceed \$43,700
funded from Bond/ 53- Professional & Technical Services

Please see attached communications from Daniel Hudson, City Engineer, dated July 30, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Professional engineering services to assist with evaluating the condition of 50% of the City's roads
Value: \$43,700
Department: 160 Admin/Engineering
Vendor: Stantec Consulting Services, Inc.
Fund: Bond/ 53- Professional & Technical Services

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

Division of Public Works: 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: July 30, 2026

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

Re: Pavement Management Support Services

C. Motion: To approve the engineering contract for pavement management services with Stantec Consulting Services, Inc. of Burlington, MA in an amount not to exceed \$43,700. Funding will be through: 160 Admin/Eng; Fund: Bond; Activity Paving.

Discussion: The City has contracted with Stantec Consulting Services, Inc. since 2016 to provide assistance in evaluating the pavement condition of our 300-mile road network and to make recommendations on rehabilitation and preservation methods. Using their expertise, Stantec has aided in developing the necessary protocols for preventative maintenance, including updating costs and decision trees for selecting prioritized lists of roadways to pave. This request is to survey 50 percent of the City's roadway network.

Stantec will continue to use Cartegraph's pavement condition assessment software while evaluating approximately 150 miles of roadway, and updating the Pavement Condition Index (PCI) rating for each road segment. This information enables the City to assess the paving program's performance over time, monitor conditions, and select appropriate treatments in an objective and transparent way.



CONTRACT FOR PROFESSIONAL SERVICES

Pavement Management Support Services

A CONTRACT BETWEEN

The City of Nashua, 229 Main Street, City Hall, Nashua, NH 03060

AND

Stantec Consulting Services Inc.

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

Name and Title of Professional Engineer

45 Network Drive, 3rd Floor, Burlington MA 01803-451

Address of Professional Engineer

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

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

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

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

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

Exhibit A--General Conditions for Contracts

Exhibit B-- Stantec Pavement Management Support Services Proposal dtd **July 13, 2026**

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

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

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

Description of Work:

As outlined in **Exhibit B**, contractor will re-survey approximately 46% of the City's roadway network, approximately 141 centerline miles from past surveyed year 2023 road segments located within the City limits.

3. Period of Performance. Professional Engineer shall perform and complete all work by **November 13, 2026** which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Professional Engineer shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

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

Forty-Three Thousand Seven Hundred and 00/100 Dollars (\$43,700)

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

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

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

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

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

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

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

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

City of Nashua Representative:	Professional Engineer Representative:
Mark Saunders, P.E., Senior Staff Engineer	William Scarpati, Senior Project Manager
Division of Public Works	Stantec Consulting Services, Inc.
Engineering Department	45 Blue Sky Drive, 3 rd Floor
848 West Hollis Street	Burlington, MA 01803
Nashua, NH 03062	
Email: SaundersM@NashuaNH.gov	Email: William.Scarpati@Stantec.com

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

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

Scarpati,
William

Digitally signed by
Scarpati, William
Date: 2026.07.29 10:03:42
-04'00'

City of Nashua, NH (signature)

Stantec Consulting Services Inc.(signature)

James W. Donchess, Mayor- City of Nashua
(Printed Name and Title)

William P. Scarpati, Senior Associate/Proj. Mgr.
(Printed Name and Title)

Date

Date

**Exhibit A
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General Conditions**

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General Terms and Conditions

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

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

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

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

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

6. **City of Nashua Cooperation.** The City of Nashua agrees that its personnel will cooperate with Professional Engineer in the performance of its work under this contract and that such personnel will be available to Professional Engineer for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Professional Engineer with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Professional Engineer also agree to attend all meetings called by the City of Nashua or Professional Engineer to discuss the work under the Contract, and that Professional Engineer may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.
7. **Discovery of Conflicts, Errors, Omissions, Ambiguities, or Discrepancies.** Professional Engineer warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Professional Engineer. All future questions Professional Engineer may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Professional Engineer's question or

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

8. Termination of Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Professional Engineer shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Professional Engineer are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Professional Engineer under this contract. The City of Nashua shall not maintain any insurance on behalf of Professional Engineer. Professional Engineer shall require Subcontractors to carry appropriate and lawful amounts of insurance for the services they are providing. Professional Engineer will ensure compliance with this section and shall receive valid certificates of insurance from all Subcontractors as proof that coverage is in place.

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

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

12. **Indemnification.** Regardless of any coverage provided by any insurance, Professional Engineer agrees to indemnify and hold harmless the City of Nashua, its officials, employees and authorized representatives and their employees from and against any and all actions, legal or administrative proceedings, arbitrations, damages, liabilities, interest, reasonable attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Professional Engineer or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Professional Engineer's indemnity and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless. Notwithstanding the above, under no circumstances shall Professional Engineer be responsible for the negligence or intentional acts of City of Nashua.

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

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

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

the submitted monthly invoice forms and progress reports.

15. **Compliance with Applicable Laws.** Professional Engineer, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans with Disabilities Act. Professional Engineer shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.
16. **Nondiscrimination.** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Professional Engineer agrees to the following terms. Professional Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Professional Engineer agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

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

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

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

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

18. **Assignment, Transfer, Delegation, or Subcontracting.** Professional Engineer shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
19. **City Inspection of Contract Materials.** The books, records, documents and accounting procedures and practices of Professional Engineer related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
20. **Disposition of Contract Materials.** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Engineer in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Professional Engineer's expense, by Professional Engineer to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Professional Engineer, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Engineer in the performance of its obligations under this contract must be retained by Professional Engineer for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Professional Engineer shall promptly remit and deliver the materials, at Professional Engineer's expense, to the City of Nashua. Professional Engineer shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Professional Engineer's obligations under this contract without the prior written consent of the City of Nashua.
21. **Public Records Law, Copyrights, and Patents.** Professional Engineer expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Engineer (including those remitted to the City of Nashua by Professional Engineer pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

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

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

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

22. **Final Acceptance.** Upon completion of all work under the contract, Professional Engineer shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Professional Engineer in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Engineer with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Engineer shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.
23. **Taxes.** Professional Engineer shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Professional Engineer hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
24. **Non-Waiver of Terms and Conditions.** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
25. **Rights and Remedies.** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
26. **Prohibited Interests.** Professional Engineer shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Professional Engineer warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Professional Engineer. If any such interest comes to the attention of Professional Engineer at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Professional Engineer also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Professional Engineer further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

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

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

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

Neither the City of Nashua nor Professional Engineer shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this contract or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.



Stantec Consulting Services Inc.
45 Blue Sky Drive 3rd Floor, Burlington MA 01803

July 13, 2026

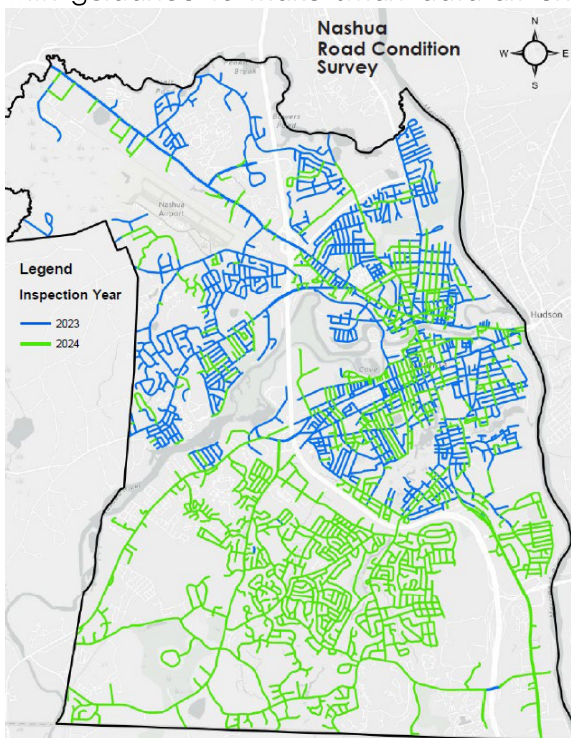
Mark Saunders, P.E.
Deputy City Engineer
848 West Hollis Street
Nashua, NH 03062

Reference: **FY2027 Pavement Management Support Services Proposal**

Dear Mr. Saunders:

Per your request, Stantec Consulting Services, Inc. (Stantec) has prepared the following Pavement Management Support Services Proposal to continue and protect the City's pavement management investments by providing pavement condition surveys, data modeling, and analysis to maintain the City's pavement management database.

We are proud of our tenure working with and providing Nashua Division of Public Works with guidance to make smart data-driven decisions. Whether optimizing infrastructure budget allocations, inventorying and assessing condition of an asset, improving workflow inefficiencies, or incorporating asset management software into the decision-making process. We have committed our very best resources to helping you maintain and improve your pavement infrastructure.



Our range of experience, from GIS integration, network level assessments, prediction modeling through strategic recommendations, demonstrates our ability to develop and implement cost-effective solutions that are responsive to the needs of the Nashua Division of Public Works.

Below are specific work tasks proposed to support Nashua in continuing their proactive approach to managing its pavement assets.

WORK TASKS:

Pavement Management System Update:

Stantec will re-survey approximately 46% of the City's roadway network, approximately 141 centerline miles from past surveyed year 2023 road segments located within the City limits. Stantec will identify pavement management segments based on pavement condition, type of material, age, geometry, and construction history. For each identified pavement segment, Stantec will use the

ASTM Pavement Condition Index (PCI) rating system and designate scores from 100 to 0. While automated data collection is available, Stantec strongly feels that collecting detailed distress, severity, and extent data through a 'boots on the ground' survey is the accurate way to get a PCI score and reliable plan output. With so many variables going into the pavement structure, Stantec's in depth analysis of each segment's pavement from the eyes of an experienced pavement manager. There is no error in differentiating base and surface related distresses, better understanding and notes taken on specifically why the road segment is failing, and what the suggested visual treatment of the road should be. No data will be collected on roadway indices other than pavement condition. For each pavement segment, Stantec will capture a digital picture image to develop a geo-tagged GIS layer.

Stantec will ensure quality control (QC) of data at all times, including in-office and fieldwork methods to ensure the data's integrity. Stantec will perform quality assurance in the field for approximately 5 percent of the surveyed pavement segment.

After field work, Stantec will enter and update new work history repair records for the past construction season, update distress inspection records, and conduct modeling and analysis of upcoming fiscal year roadway repair plan. This service includes virtual attendance to one (1) meeting, a written annual summary describing Nashua's pavement condition network, financial needs, and GIS data shapefile export.

SCHEDULE:

Stantec will initiate the proposed work tasks immediately upon receipt of an executed copy of this agreement/Notice to Proceed such that work tasks can be performed as soon as possible. This project is expected to require approximately three (3) months from start to completion of each annual update.

Task	Expected Completion Schedule
Executed Contract Notice to Proceed	August 14, 2026
FY2027 Pavement Management System 141 Mile Update	November 13, 2026

PERIOD OF PERFORMANCE:

Consultant shall perform and complete all work by November 13, 2026, which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Consultant shall begin performance upon receipt of an Executed Contract and a valid Purchase Order issued from the City of Nashua.

FEE:

Our not to exceed fee to complete the proposed scope of services as defined above is Forty-Three Thousand and Seven Hundred Dollars (\$43,700). Should the scope of services be expanded, Stantec will discuss the additional fee to accomplish the additional scope and an amendment to this Agreement will be executed.

INVOICES:

Stantec will invoice the City on a monthly basis during the performance of our services, the amount of each invoice will be based on the percentage completion for each work task at the time of work performance.

Please indicate your acceptance of this proposal by signing and dating in the spaces provided and returning one signed copy to Stantec.

Regards,

STANTEC CONSULTING SERVICES INC.



City of Nashua

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

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

July 29, 2026
Memo #27-020

TO: Mayor Donchess
Finance Committee

SUBJECT: 2026 Toro GM5910 Groundmaster Mower in the amount not to exceed \$173,091.95
funded from CERF/ 81- Capital Outlay/Improvements

Please see attached communications from Bryan Conant, Superintendent of Parks & Recreation, dated July 30, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase of one (1) 2026 Toro GM5910 Groundmaster Mower
Value: \$173,091.95
Department: 177 Parks
Vendor: Turf Products
Fund: CERF/ 81- Capital Outlay/Improvements

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: B Conant
D Enwright
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: July 30, 2026
From: Bryan Conant, Superintendent Parks
Re: Purchase of a Replacement Mower Toro 5910

A. Motion: To approve the purchase of one 2026 Toro GM5910 Groundmaster Mower from Turf Products of Enfield Connecticut off the Sourcewell Contract - 18696 for the price of \$173,091.95. Funding will be through Department: 177 Parks; Fund: Trust; Activity: CERF.

Attachments: Quote sheet

Discussion: The Parks Department has three large GM5910 Toro Groundmaster mowers. These mowers are used for park maintenance and cutting the 150 acres of turfgrass we have to maintain throughout the city parks. Mower #17-625 will be traded in against the new purchase.

The new Toro GM5910 mower will be equipped like for like as the current mower and will carry a 2 year warranty and will come with extra blades, window tinting, warning beacon and foam filled caster tires.

The new Toro 5910 mower will replace Mower # 17-625 the old 2017 5910 mower with 3,170 hours that will be traded in for \$9,600. It is the recommendation of the Superintendent of Parks and the Fleet Manager to purchase this new mower.

Sales price \$ 182,591.95
Less trade-in (\$9,600)
Final Purchase Price \$ 173,091.95

TORO®

Groundsmaster® 5900/5910

LARGE AREA ROTARY MOWER

FEATURES

- 192 in. (488 cm) width of cut, mows up to 20.9 acres (8.5 hectares) per hour*
- 3.3 L Yanmar® EPA Tier 4 Final and EU Stage IV emissions compliant turbo-diesel engine
- Full-time, bi-directional 4WD
- Smart Power® and HybridDrive™ cutting deck system - work together providing optimal power to the cutting blades
- CrossTrax® all-wheel drive system offers increased cross wheel traction control
- 0° uncut circle in turns
- Onboard InfoCenter™ with advisories and diagnostics for maximum uptime
- SmartCool® auto-reversing cooling fans
- 24-volt electrical system powers cooling system
- 4-way adjustable seat and Air Ride Suspension
- All-season safety cab with air conditioning and heat (5910)

More Parks & More Rec.

Tasked with maintaining more parks and sports fields with no additional workers or budget? The Groundsmaster® 5900 Series mowers can mow over 20.9 acres/hour (8.5 hectares/hour)* using only one operator! And to match the 16' (4.88 m) wide mowing brawn and a more fuel-efficient EPA Tier 4 Final and EU Stage IV emissions compliant Yanmar® 3.3 L engine, the Groundsmaster 5900 series is loaded with intelligence. Smart Power® allows the operator to effortlessly maintain the correct speed for optimal cutting, while the SmartCool® system prevents overheating with auto-reversing the cooling fans. An onboard InfoCenter™ gives the operator a quick read on all systems and even provides assistance at the right moment. When the comfort and safety of an all season cab, the incredibly nimble handling, and tough Toro durability are added in, the Groundsmaster 5900 series proves beyond doubt that increased efficiency and ease of operation lead to higher productivity.



Groundsmaster® 5900



Groundsmaster® 5910

SMART POWER

Call your Toro distributor at 800-803-8676

Groundsmaster® 5900/5910 Specifications

GROUNDMASTER 5900, MODEL 31698 / GROUNDMASTER 5910, MODEL 31699	
ENGINE	Yanmar 3.3L, EPA Tier 4 Final and EU Stage IV emissions compliant, turbocharged diesel with direct injection and electronic high-pressure common rail. 72 HP (53.7 kW) @ 2500 rpm, Torque: 206 ft.-lbs. (279 Nm) @ 1625 rpm Displacement: 202 cu. in. (3.3 L).
COOLING SYSTEM	24V dual electric fan banks for separate engine radiator and hydraulic oil cooling; fan banks are variable speed, with auto-reverse feature (SmartCool®, based on coolant and oil temps), radiator is cross flow, 3 rows, 9 fins per in. (FPI). Hydraulic oil cooler is crossflow, 6 FPI. Cooling fan banks tilt away for fast, easy cleaning.
FUEL SYSTEM	Uses ultra-low sulfur diesel fuel only. Biodiesel compatible up to B20.
CAPACITIES	Fuel: 35 gal. (132L) Hydraulic: 19 gal (71.9 L). Engine Oil w/ filter: 11 qt. (10.4 L). Coolant: 13.5 qt. (12.7 L) (Model 31698), 18 qt. (17 L) (Model 31699)
HYDRAULIC SYSTEM	Capacity: 19 gallons (71.9 L) reservoir, Remote spin-on charge filter, Oil: Toro premium all season hydraulic fluid
TIRES/WHEELS	Front: 29x12.00-15, 6 ply rating, 32 psi; Rear: 23x10.50-12, 6 ply rating, 30 psi
INSTRUMENTATION	Onboard LCD (InfoCenter™) display shows customizable gauges, service reminders, advisories/faults and troubleshooting assistance. Indicates fuel level, coolant temp, hydraulic oil temp, engine glow plug, low oil pressure, air cleaner restriction, 12 and 24 volt alternator voltage output, engine hours and rpm, and engine DPF regeneration.
POWERTRAIN	Full time automatic forward and reverse 4WD in low (mow) range. Front wheel drive in transport. Parallel hydrostatic, closed loop with cross wheel traction (CrossTrax™) design; traction drive pump: variable displacement piston, servo control. Front drive: 2-speed, fixed displacement high torque, low speed radial piston motors. Rear drive: single speed, fixed displacement, high torque, low speed radial piston motors. Smart Power® feature controls traction speed to maintain optimal cutting blade speed.
ELECTRICAL SYSTEM	Main: 12 volt system; Alternator: 12V, 80 amp, supplied w/ engine Battery: 1380 CCA (2x 690 CCA). Cooling Fans, Engine/Hydraulic cooling: 24 volt system; Alternator: 24V, 105 amp w/ remote sense; Battery: 350 CCA; Disconnect ON/OFF switch for 12 & 24 volt service safety.
BRAKES	Service: Dynamic, hydrostatic 4WD in low range. Front wheel drive braking in high range. Parking: Electrohydraulic controlled via double-motion rocker switch. Spring applied, hydraulic released. Internal to front wheel motors. Automatically applies with engine OFF or key OFF Manual override from operator platform for servicing
PRODUCTIVITY	Infinitely variable speed. Forward speeds: mow: 0-10.8 mph (17.4 km/h) Transport: 0-20 mph (0-32.2 km/h). Reverse speeds: mow 0-5.7 mph (0-9.2 km/h), transport: 0-10.5 mph (0-16.9 km/h) transport. Speed control: Electronic, limits max speed. Mowing capacity: 20.9 acres/hr. (8.5 ha/hr)**; NOTE: For EU countries complying to ISO 5395, all speeds and mow rates should be reduced by 12%.
CONTROLS	Control arm, right armrest, travels with seat and suspension. Deck lift/lower, electrohydraulic switches. Throttle: electronic, variable. Traction pedal, electronic. Park brakes: double-motion switch. Steering: hydrostatic load sensing. Other: High/low range, PTO, cruise control, lights, horn, key switch, wing deck transport latches (manual).
OPERATOR STATION	Operator platform: isolated rubber mounted. Seat: 4 way adjustable with vinyl (31698) or cloth (31699) cushions standard. Suspension: air-ride with 3 in. (7.6 cm) of adjustability. Steering: power and adjustable tilt. Traction Pedal: adjustable angle uses position sensor. Storage box, cup holder, and 12 volt power outlet, double USB port, standard.
STEERING	Uncut circle - 0" diameter. Turning radius - 86" (218 cm)
CAB (5910)	ROPS certified cab with heat, AC and the following standard features: climate system pressurized cab, heavy-duty pantograph front windshield wiper and washer, front windshield has 38" of visibility, interior mirror, fold away exterior side mirrors, molded front fenders, right and left doors and rear window have tinted (50%) glass, front and rear windows open, quick release window latches act as emergency exit, rubber sound isolator cab mounts and upholstered interior panels and headliner, textured neoprene floor mat, interior dome light. Power provided for optional aftermarket audio accessories. Optional rotating beacon for cab units (31509), additional turn signals and work lights available.
SAFETY AND LIGHTING	Standard (31698 & 31699): LED headlights, brake lights, tail lights, and amber turn signals and flashers). Optional light kits: Rotating Beacon Kit for ROPS unit (119-8256), work lights for Two-Post ROPS Extension System (31590). Disconnect ON/OFF switch for 12 & 24-volt service safety.
CERTIFICATION	Meets or exceeds EU Machinery Directive (2006/42/EC); ISO 5395-2013 and ANSI B71.4-2012; ISO 21299 and SAE J1194; OSHA 29CFR1910.95 (SAEJ1175, European Directive 2000/14/EC, ISO 5395-2013); EN 55012:2007 and CISPR12. Model 31698 meets or exceeds ANSI/ASAE S279.12 (Lighting and Marking of Agricultural Equipment on Highways). Model 31699 air conditioning system meets SAE J1503, Section 8.
WARRANTY	Two year limited warranty.
VEHICLE WEIGHT (w/ FULL FLUIDS)	6,710 lbs. (3043 kg) (31698), 7,304 lbs. (3313 kg) (31699)
GROUND CLEARANCE	10.3 in. (26.1 cm)
DIMENSIONS	WIDTH: Transport: 99 in. (251 cm), Mow: 199 in. (505 cm) LENGTH: 174 in. (442 cm) HEIGHT: 85 in. (216 cm) (31698), 95 in. (241 cm) (31699) WHEELBASE: 77 in. (196 cm)

CUTTING DECKS	
TYPE	Three rear discharge rotary decks
CUTTING WIDTH	All three decks: 192 in. (488 cm), One wing: 57 in. (145 cm), center deck: 92 in. (234 cm), center deck + one wing: 144 in. (366 cm).
HEIGHT OF CUT	1-6" in (2.5 - 15 cm) in 0.5 in. (1.3 cm) increments.
CONSTRUCTION	11-gauge high-strength steel. 7-gauge, reinforcements, bullnose bumpers.
PROTECTION	2-way shock absorption on wing decks.
DECK DRIVE	HybridDrive™ - Hydraulic motor to spindle, remaining spindle(s), driven by "B" section v-belts.
TENSIONING	Automatic, spring loaded idlers.
SPINDLES	Shaft: 1.25" (3.2 cm) hardened steel. Housing: 9" (22.9 cm) ductile iron. Bearings: Greaseable tapered roller.
STANDARD BLADES	20" (50.8 cm), heat-treated steel blades.
OPTIONAL BLADES	Atomic™ mulching blades, flat blades.
SKIDS	4 reversible polymeric, 2 reversible steel

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.

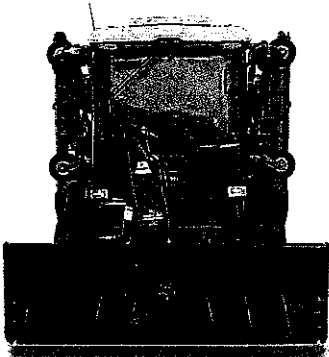
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

**Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions.

Rev. 2/21

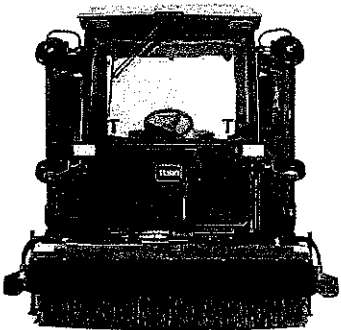


Groundsmaster® 5900/5910 Accessories*



	SNOWTHROWER ERSKINE MODEL 2000
STAGE	2
CLEARING WIDTH	85" (216 cm)
SNOW CUT DEPTH	29" (74 cm)
CUTTING EDGE	3/8" x 3" (9.5 mm x 7.62 cm) bolt-on
SKID SHOES	Adjustable
AUGER DIAMETER	16" (41 cm) open flight
FAN DIAMETER	20" (51 cm) 4-blade
CHUTE ROTATION	Hydraulic, 270°
SHEAR PROTECTION	Pressure relief
THROWING DISTANCE	Up to 30' (9.4 m)
APPROXIMATE SHIPPING WEIGHT	850 lbs. (386 kg)
HOSES	Included

TORO ACCESSORIES AND PARTS	
Model/Part #	Description
30669	Universal Mount Sunshade - White
30671	Universal Mount Sunshade - Red
119-7719	Backrest Extension Kit - Fabric (GM5910)
119-7718	Backrest Extension Kit - Vinyl (GM5900)
31604	Leaf Mulching Kit
93-5973	10" Foam Filled Caster Tire Assembly
31609	MVP Maintenance Kit (oil/fuel)
31512	Back-up Alarm Kit
31509	Rotating Beacon Kit for GM5910



	ROTARY BROOM M-B MODEL SHL
TYPE	Windrow type, front mounted hydraulic broom with dual motors. Electric/hydraulic angling, 30° left and right.
BROOM SIZE	32" (81 cm) diameter x 60" (153 cm) wide.
BRUSH	Sectional brush with combination polypropylene/wire radial segments.
OPTIONS	Dirt Deflector, Storage Stands.



	TWO-POST ROPS EXTENSION SYSTEM
GM5900	Fits Model 31698
TWO-POST ROPS EXTENSION KIT	Base steel frame attached to existing ROPS and includes a white sunshade. Model 31353
EXTERIOR MIRROR	Quantity (1) Part Number 130-5448
INTERIOR MIRROR	Quantity (1) Part Number 130-5449
ABRASION-RESISTANT POLYCARBONATE WIND SCREEN	Improved resistance to golf ball impacts or vandalism. Model 31324
TEMPERED GLASS WINDSHIELD	Similar safety glass used in Toro all-season safety cabs. Model 31325
WINDSHIELD WIPER KIT FOR TEMPERED GLASS WINDSHIELD	For use with the tempered glass windshield only. Not for use with the polycarbonate wind screen. Model 31311
OPERATOR FAN & INTERIOR HEADLINER KIT	Overhead fan with adjustable speeds - mounts directly over operator. Part Number 132-3435
LED WORK LIGHT KIT	Includes 4 lights: 2 for front and 2 for rear; can also mount to Toro cabs. Model 31590
ROTATING BEACON	Breakaway mounting system. Also mounts on Toro cabs. Model 31509
SAFETY AND SECURITY CAGE	Steel mesh side cage doors that lock. Includes the abrasion-resistant polycarbonate wind screen. Part Number 132-3695
WIRE HARNESS KIT	Required for all electrical accessories such as wipers, lights and fan. Part Number 122-0729

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in design, required attachments and safety features. Consult your local Toro Distributor. Information regarding non-Toro (Allied Vendor) products is included in the Toro Golf and Grounds Equipment Guide as a convenience to Toro customers. Toro does not warrant, endorse or support any products purchased from Allied vendors. Additionally, Toro shall not be responsible for any personal injury or property damage, whether direct or consequential, caused by such Allied products. Toro does not certify fit up, compatibility or functionality of Allied products.

NOTE: The Toro Company does not manufacture or sell the snow thrower, rotary broom, nor does Toro guarantee these accessories in any manner whatsoever.





turf products

157 Moody Road • PO Box 1200 • Enfield, CT 06082
Main Office: (800) 243-4355 • FAX: (860) 763-5550

QUOTE

Prepared For: Bryan Conant
CITY OF NASHUA PARKS AND REC
848 West Hollis Street
Nashua, NH 03064

Ship To: CITY OF NASHUA PARKS AND REC
CPQ Quote ID: 04010138
Quoted Date: 07/17/2026
Prepared By: Jeffrey Brooks
jbrooks@turfproductscorp.com

Pricing Program: **Sourcewell 18696**

Qty	Model #	Description	MSRP	Disc. %	Award	Extended
		Toro Groundsmaster 5910 (T4)			\$ 175,170.61	\$ 175,170.61
1	31699	Groundsmaster 5910 (T4)	\$ 207,573.00	22.00%	\$ 161,906.94	\$ 161,906.94
1	31509	Rotating Beacon (Cab Units Only)	\$ 467.00	22.00%	\$ 364.26	\$ 364.26
1	31671	Additional Turn Signal Kit	\$ 210.00	22.00%	\$ 163.80	\$ 163.80
1	CM535-31699	TPP 60 Month 3500h Comprehensive	\$ 9,822.35	0.00%	\$ 9,822.35	\$ 9,822.35
1	31512	Back Up Alarm	\$ 219.00	22.00%	\$ 170.82	\$ 170.82
1	31701	Auxiliary Braking System	\$ 136.00	22.00%	\$ 106.08	\$ 106.08
1	132-1391	Atomic Blade Service Pack (11 Blades)	\$ 448.41	22.00%	\$ 349.76	\$ 349.76
10	93-5973	10 Inch Foam Filled Caster Wheel Assembly	\$ 293.15	22.00%	\$ 228.66	\$ 2,286.60
		KMRM332BT Kenwood Radio Multimedia AM/FM Bluetooth KFCC1356 Kenwood 5.25 sportseries speaker 44UA200 Glass Mount Antenna and installation			\$ 2,000.00	\$ 2,000.00
		Trade-In 2017 GM5910 Hours 317031699-401377018 Must be running condition and operational			\$ -9,500.00	\$ -9,500.00

Pricing Valid for 30 days.

Toro Total:	\$ 175,170.61
Allied-Products:	\$ 0.00
Non - Toro Total:	\$ 2,000.00
Set Up:	\$ 5,421.34
Freight:	\$ 0.00
Trade Ins:	\$ -9,500.00
State Sales Tax:	\$ 0.00
Total Price:	\$ 173,091.95



City of Nashua

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

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

July 29, 2026
Memo #27-121

TO: Mayor Donchess
Finance Committee

SUBJECT: 2026 ABI Force Z23HLT Laser Ready infield groomer in the amount not to exceed
\$59,826.61 funded from CERF/ 81- Capital Outlay/Improvements

Please see attached communications from Bryan Conant, Superintendent of Parks, dated July 30, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: 2026 ABI Force Z23HLT Laser Ready infield groomer to maintain 32 baseball and softball skins
Value: \$59,826.61
Department: 177 Parks
Vendor: Alta Equipment Company
Fund: CERF/ 81- Capital Outlay/Improvements

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

Regards,

Amy Girard
Purchasing Manager

Cc: B Conant
D Enwright
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: July 30, 2026
From: Bryan Conant, Superintendent Park Department
Re: Purchase of an ABI Force Z23HLT Laser Ready infield groomer

B. Motion: To approve the purchase of a 2026 ABI Force Z23HLT Laser Ready infield groomer for a price of \$59,826.61. Funding will be through Department: 177 Parks: Fund: Trust; Activity: CERF.

Attachments: Quote from Alta Equipment Company from Hooksett, NH

Discussion: This infield machine will be used to maintain the 32 baseball and softball infield skins we have throughout the city's parks. This machine has been purchased by several municipalities in MA & NH. In talking to the different owners/operators all had nothing but positive experiences with the machine. This machine not only allows for daily maintenance to be performed at a high level. This machine with the attachments that come with it, will allow the Parks Department to utilize this machine to renovate baseball and softball infields. The laser grader attachment on this machine will help us to create a level surface which will eliminate ponding and puddling of surface water on the infields. The Department could also use this in leveling out soccer goal mouths, which is something we do every year in the fall. This machine will also come with an edger attachment to help us edge fields more efficiently and will also come with a roller which will allow us to compact the infield skin after being graded or adding material this will ensure the surface is always playing true thus decreasing the potential for bad bounces which will cause injurers.

This new ABI Z23HLT Laser Ready Infield Groomer will come with a three-year warranty.



Alta Equipment Company
 Frank W Rhoades
 Municipalities Sales Rep.
 1401 Hooksett Road
 Hooksett NH 03106
 603-759-4218-©

Quotation

ADDRESS	ATTN:
Town City of Nashua NH- Parks & Rec Mike Rush-Fleet Manager 9 Stadium Drive Nashua NH, 03061	Town City of Nashua NH- Parks & Rec Mike Rush-Fleet Manager 9 Stadium Drive Nashua NH, 03061

QUOTATION #	DATE	EXPIRATION DATE
ABIZ23SLT042126	06-29-2026	07-31-2026

ABI FORCE PRODUCT DESCRIPTION	RATE	AMOUNT
ABI Force z23HLT-Laser Ready w/Tweels-	10-99245	\$38,000.00
Mini Box Blade-Sports Fields	10-99029	\$725.00
Vibraflex 3800	10-90165	\$850.00
Profile Blades	10-90253	\$500.00
6' Rigid Drag Mat w/Level Bar	10-99137	\$700.00
Stealth Blades (Set Of 7) X2	10-99149	\$1,400.00
Mobile-WorkStation	10-90672	\$600.00
VibraFlex 3500R-Rear Attachment	10-99142	\$700.00
½ Ton Roller(Requires 10-99449 200lb weight kit	10-90410	\$2,000.00
Front Saddle Weight Kit	10-90449	\$1,000.00
Infield Pro Edger System w/ Cleanup Blade	10-99136	\$1,500.00
7' Fine Finish Broom	10-99141	\$925.00
7' Pro Finisher	10-99140	\$2,225.00
Laser Electronics & Pole Machine Side	10-90403	\$4,000.00
Dual Slope Transmitter for Laser System	10-10424	\$3,000.00
XD Tripod for Transmitter for Laser System	10-10422	\$1,000.00
13' Fiberglass Rod for Laser System	10-10425	\$150.00
Service Kit-Mat Only 6'Rigid Drag	10-90336	\$225.00
Vibraflex Pins ¼ -Gold Pins-2 sets-76pins # \$3.00	10-10085	\$228.00
Filter Air Out	P821575	\$31.77
Filter Air INNE	P822858	\$29.88
Filter Oil (ABI)	5205002-S1	\$15.79
Filter Fuel	33011	\$6.57
Filter HYD Sals	P551553	\$14.60
Total :		\$59,826.61



ABI Attachments, Inc.
520 S Byrkit Ave
Mishawaka, IN 46544

877-788-7253
ABlattachments.com
ForceByABI.com

SOLE SOURCE LETTER

4/1/2026

To Whom It May Concern,

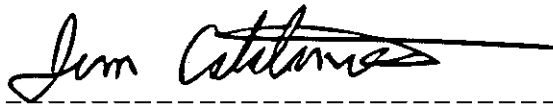
This letter is to confirm that the ABI Force, zero turn vehicle, models z23sl, z23hl, z23slt, and z23hlt referenced in the included quotation, is a sole-source product offered exclusively by ABI Attachments, Inc, its brand name ABI Force. No other company offers a similar or competing product. This product must be purchased from ABI Attachments, Incorporated's assigned dealer in your region, in this case being Ambrose Equipment Company

Competition is precluded by the existence of proprietary product capability and trade secret manufacturing processes and techniques that enable the ABI Force, stand-on zero-turn vehicle's purpose and function (models z23sl, z23hl, z23slt or z23hlt). Exclusive and/or patented functions include ZeroTurn Laser Grading with RVF technology, Hydraulic Control Of Interchangeable Front, Mid, and Rear Mount Attachments, VibraFlex & Profile Blade Field Conditioning Technologies With Positive Depth Control, and Responsive Variable Force (RVF) Technology. These and other proprietary facets of the ABI Force are additionally protected under U.S. patent law by the following U.S. patents: US10487475B1, US10287744B1, US10492354B2, US10914051B2, US12024852B2

There is no other like item or product available for purchase that would serve the same purpose or function, and there is only one retail price for the "ABI Force, zero-turn vehicle, models z23sl, z23hl, z23slt, and z23hlt" models.

A general description of this product may be found in our printed literature or online website. Please don't hesitate to contact me at (574) 850-8708 at any time or visit our website at www.ForceByABI.com. Thank you for your interest in our products.

Sincerely,



Jim Catalano

CEO - ABI Attachments, Inc.



City of Nashua

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

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

July 29, 2026
Memo #27-122

TO: Mayor Donchess
Finance Committee

SUBJECT: Purchase of playground structure and equipment for Jeff Morin Park in the amount not to exceed \$153,483 funded from Grant and Capital Capital Improvements/ 54- Property Services

Please see attached communications from Bryan Conant, Superintendent of Parks & Recreation, dated July 30, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase and installation of a splash pad and playground equipment
Value: \$153,483
Department: 177 Parks
Vendor: Ultiplay Parks & Recreation
Fund: Grant/ 54-Property Services \$150,000
Capital Improvements/ 54-Property Services \$3,483

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: B Conant
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: July 30, 2026
From: Bryan Conant, Superintendent Parks Department
Re: Purchase of New Playground Equipment for Jeff Morin Park

D. Motion: To approve the purchase of a new playground structure and playground equipment for Jeff Morin Park with a total cost of \$153,483 pursuant to the Sourcewell Contract #010521. Funding will be through Departments: 177 Parks and 161 Streets; Fund: Grant and Capital; Activity: Jeff Morin Park Improvements and Infrastructure.

Attachments: Quote from Ultiplay Parks & Playgrounds

Discussion: Jeff Morin Park is currently being overhauled which will include the addition of a splash pad and a new playground. The installation of the splash pad and playground design purposed will enhance the park tremendously. The old version of park made it so the park was underutilized as it did not provide a lot of interactions for children. With only a toddler swing and a balancing rock for children to interact with, children lose interest very quickly. The Splash pad will have above ground features that children will be able to control and interact with and with the addition of new playground features this will become a destination park for children in the surrounding tree street neighborhoods.



43 Main Street
Blackstone Massachusetts 01504

www.ultiplay.com
866-575-7529

Estimate

EST-003219

Billing Contact
Nashua Parks & Recreation
848 West Hollis St.
Nashua, NH 03062
recreation@nashuanh.gov

Ship To
Bryan Conant
Nashua Parks & Recreation
5 Field St
Fields Grove Park
Nashua, NH 03060
recreation@nashuanh.gov

Date : 07.21.26
Sales Rep : Chris Martin
Sales Rep Email : cmartin@ultiplayus.com
Sales Rep Phone : 774.287.9182
Contract Discount Applied: : Sourcewell
CRM Opportunity : Park Social
Customer Account Name : Nashua Parks and Recreation

#	Item & Description	Qty	Unit Price	Amount
1	Playworld Equipment 350-2638 - tower structure and climbers Sourcewell contract 101625-PLP	1	80,678.00	80,678.00
2	Berliner Equipment Double Palmetto Swing	1	12,900.00	12,900.00
3	Installation Installation of play equipment, shade structures and site ammenities.	1	32,500.00	32,500.00
4	Installation Site Prep Material excavation, demo, rubber sub base prep	1	10,500.00	10,500.00
5	3 Generations Safety Surfacing 2900 square feet total. @ \$20 per square foot	445	21.00	9,345.00
6	Freight Playworld and berliner shipping	1	7,560.00	7,560.00

Subtotal 153,483.00

Final Total \$153,483.00

Please Note:

Thank you for the opportunity to assist with your recreation project.

Terms & Conditions

Due to supply chain challenges, our manufacturers are facing longer lead times than usual. Most of our manufacturing partners are shipping 3-6 months out. Quote is valid for 30 days and requires our authorization thereafter.

Trash and packaging materials will be consolidated and stacked neatly on Customer's site or placed in Customer's dumpster on site if other arrangements have not been agreed.

Prices in the above Quote are valid under the noted expiration date. If you choose to pay with a credit card, processing fees will be added to the total. Tax will be added to the final invoice unless a tax-exempt certificate is provided. For orders in an amount of \$100 or less, payment in full is required at the time of the order. For all other orders, a minimum 1/3rd deposit is required, unless expressly waived by UltiPlay (Orders from governmental entities are excluded from the deposit requirement).

Orders become final forty-eight (48) hours from receipt of Order Agreement. Orders may NOT be canceled or returned under any circumstances. Items which may be canceled or returned are subject to a twenty (20%) percent restocking fee, plus the cost of return freight. Returned items must be in original packaging, in new condition, and returned within ten (10) days. Authorization for the return must be obtained in writing from UltiPlay. Orders for products, other than those from Playworld, may NOT be canceled or returned.

If we can assist in any way, please reach out to your Sales Representative noted at the top of this document.



City of Nashua

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

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

July 29, 2026
Memo #27-123

TO: Mayor Donchess
Finance Committee

SUBJECT: Purchase of playground structure and equipment for Los Amigos in the amount not to exceed \$145,000 funded from Capital Improvements/ 54- Property Services

Please see attached communications from Bryan Conant, Superintendent of Parks , dated July 30, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Installation of a new playground and renovation of the stage at Los Amigos Park
Value: \$145,000
Department: 177 Parks
Vendor: Ultiplay Parks & Recreation
Fund: Capital Improvements/54-Property Services

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: B Conant
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: July 30, 2026
From: Bryan Conant, Superintendent Parks Department
Re: Purchase of New Playground Equipment for Los Amigos Park

C. Motion: To approve the purchase of a new playground structure and playground equipment for Los Amigos Park with a total cost of \$145,000 pursuant to the Sourcewell Contract #010521. Funding will be through Department: 177 Parks; Fund: Capital; Activity: Los Amigos.

Attachments: Quote from Ultiplay Parks & Playgrounds,

Discussion: Los Amigos Park is currently being overhauled which will include the renovation of the stage and the installation of a new playground. The installation of the playground design purposed will enhance the park tremendously, replacing a twenty year old playground that is not that. The new playground will provide different elements for a wide age range and will include some inclusive pieces of playground equipment as well.



866.575.PLAY
www.ultiplayus.com

43 Main Street
Blackstone Massachusetts 01504

www.ultiplay.com
866-575-7529

Estimate

EST-003203

Billing Contact

Accounts Payable

City of Nashua NH
229 Main St.
Nashua, New Hampshire 03060

Ship To

City of Nashua NH
848 west hollis st
Nashua, New Hampshire 03062

Date : 07.17.26

Sales Rep : Chris Martin

Sales Rep Email : cmartin@ultiplayus.com

Sales Rep Phone : 774.287.9182

CRM Opportunity : Los Amigos

Customer Account Name : Nashua Parks and Recreation

#	Item & Description	Qty	Unit Price	Discount	Amount
1	Playworld Equipment skytowers structure. Red color combo	1	116,500.00	10.00%	104,850.00
2	Installation full installation of equipment. Mobilization during turf installation	1	28,500.00	0.00	28,500.00
3	Freight	1	5,200.00	0.00	5,200.00
4	Percussion Play rainbow trio ensemble. Congos, metalophone and chimes. surface mount to stage.	1	6,450.00	0.00	6,450.00
Subtotal				11,650.00	145,000.00
Total					\$145,000.00

Terms & Conditions

Terms & Conditions

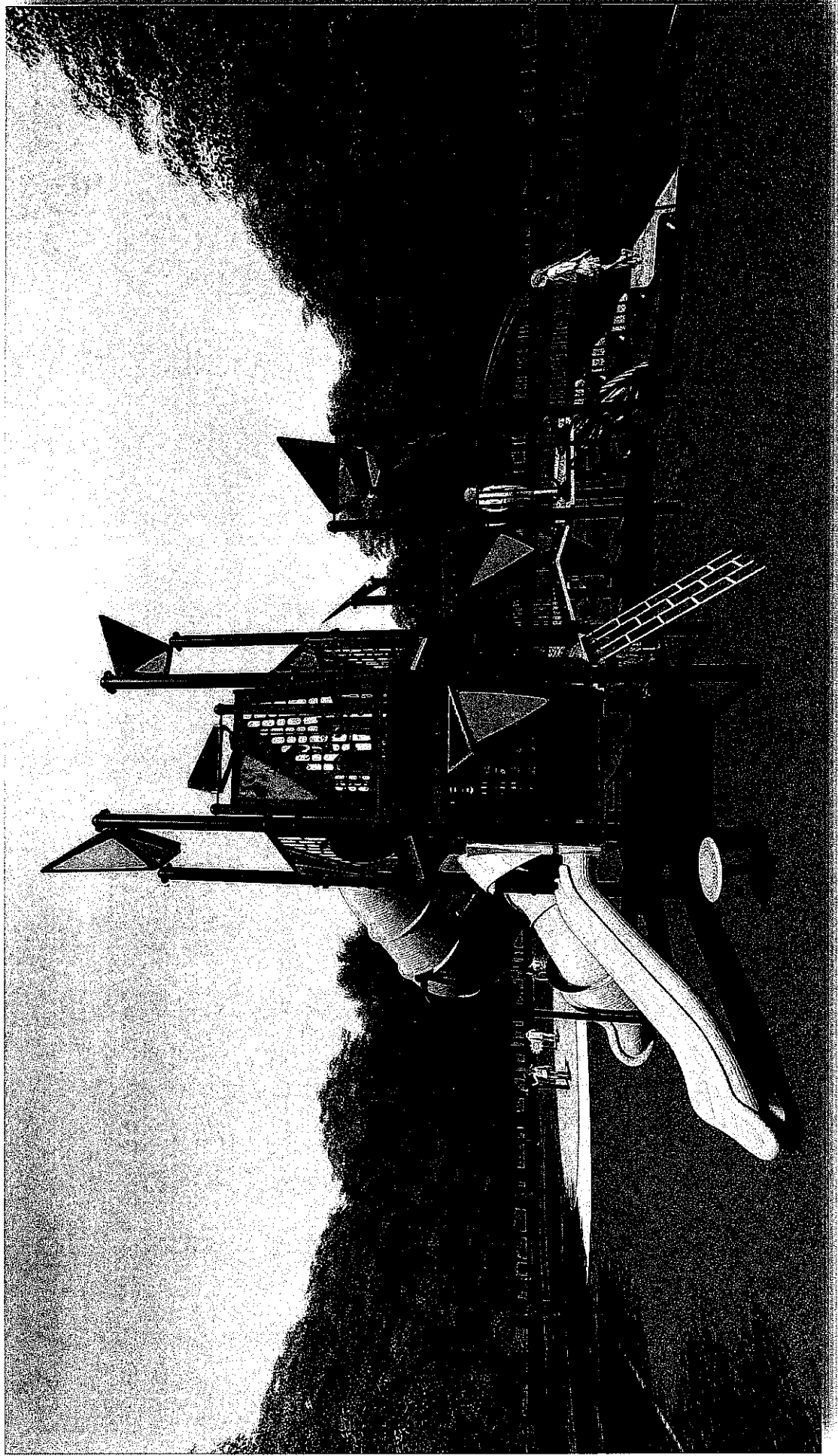
Trash and packaging materials will be consolidated and stacked neatly on the Customer's site or placed in the Customer's dumpster on site. If there

is not available space for disposal UltiPlay Parks & Playgrounds, Inc. will arrange for the trash and packaging materials to be removed from the site and disposed of for an additional fee.

Prices in the above Quote are valid under the noted expiration date. If you choose to pay with a credit card, processing fees will be added to the total. Tax will be added to the final invoice unless a tax-exempt certificate is provided. For orders in the amount of \$200 or less, payment in full is required at the time of the order. For all other orders, a fifty (50%) percent deposit is required, unless waived by UltiPlay Parks & Playgrounds, Inc.

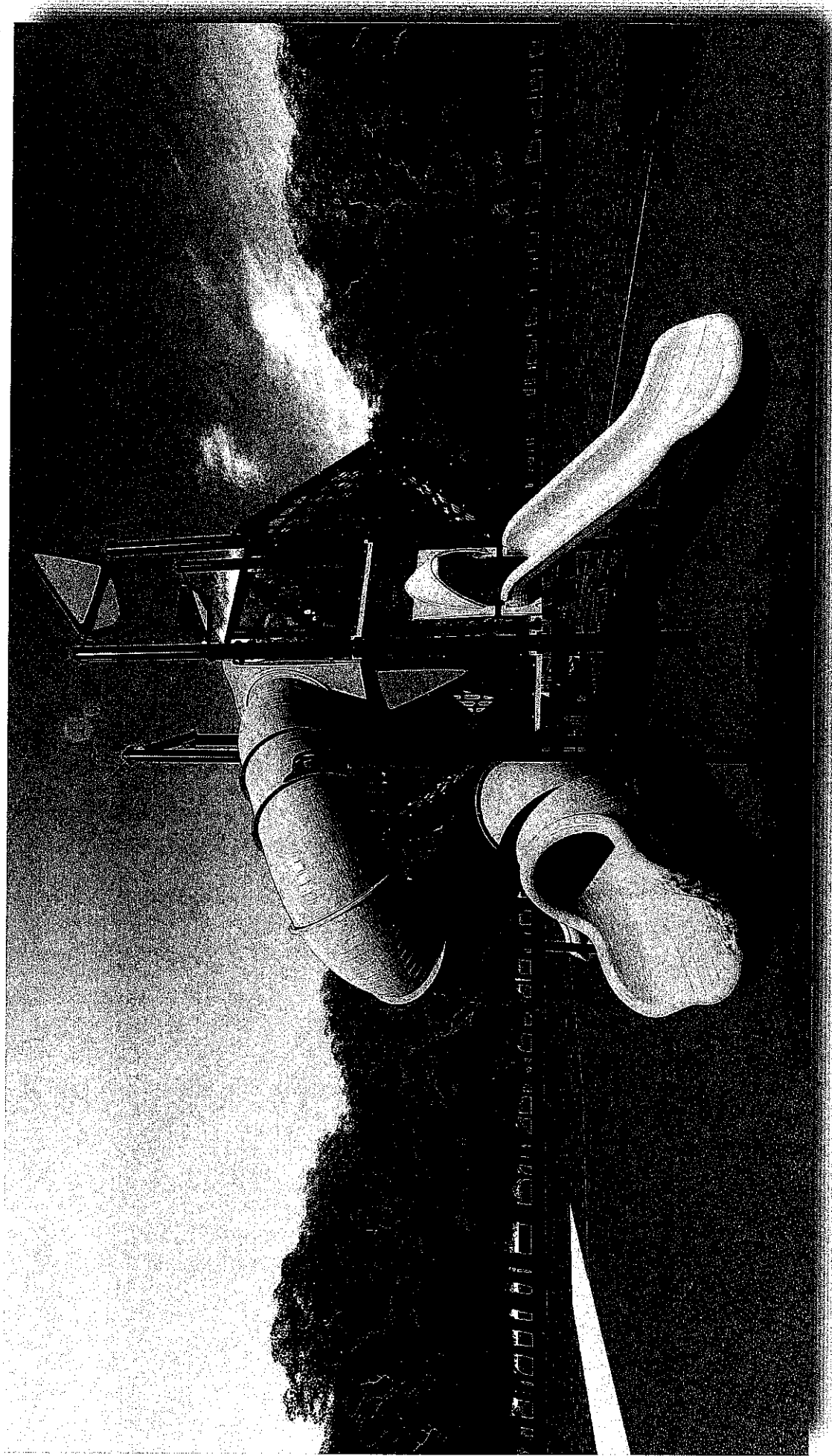
Orders become final forty-eight (48) hours from date of order placement. Orders may NOT be canceled or returned under any circumstances. Items which may be canceled or returned are subject to a twenty (20%) percent re-stocking fee, plus cost of the return freight. Returned items must be in original packaging, in new condition, and returned within ten (10) days. Authorization for the return must be obtained in writing from UltiPlay Parks & Playgrounds, Inc. Orders for products, other than those from Playworld, may NOT be canceled or returned.

If we can help in any way, please reach out to your Sale Rep noted at the top of this document.



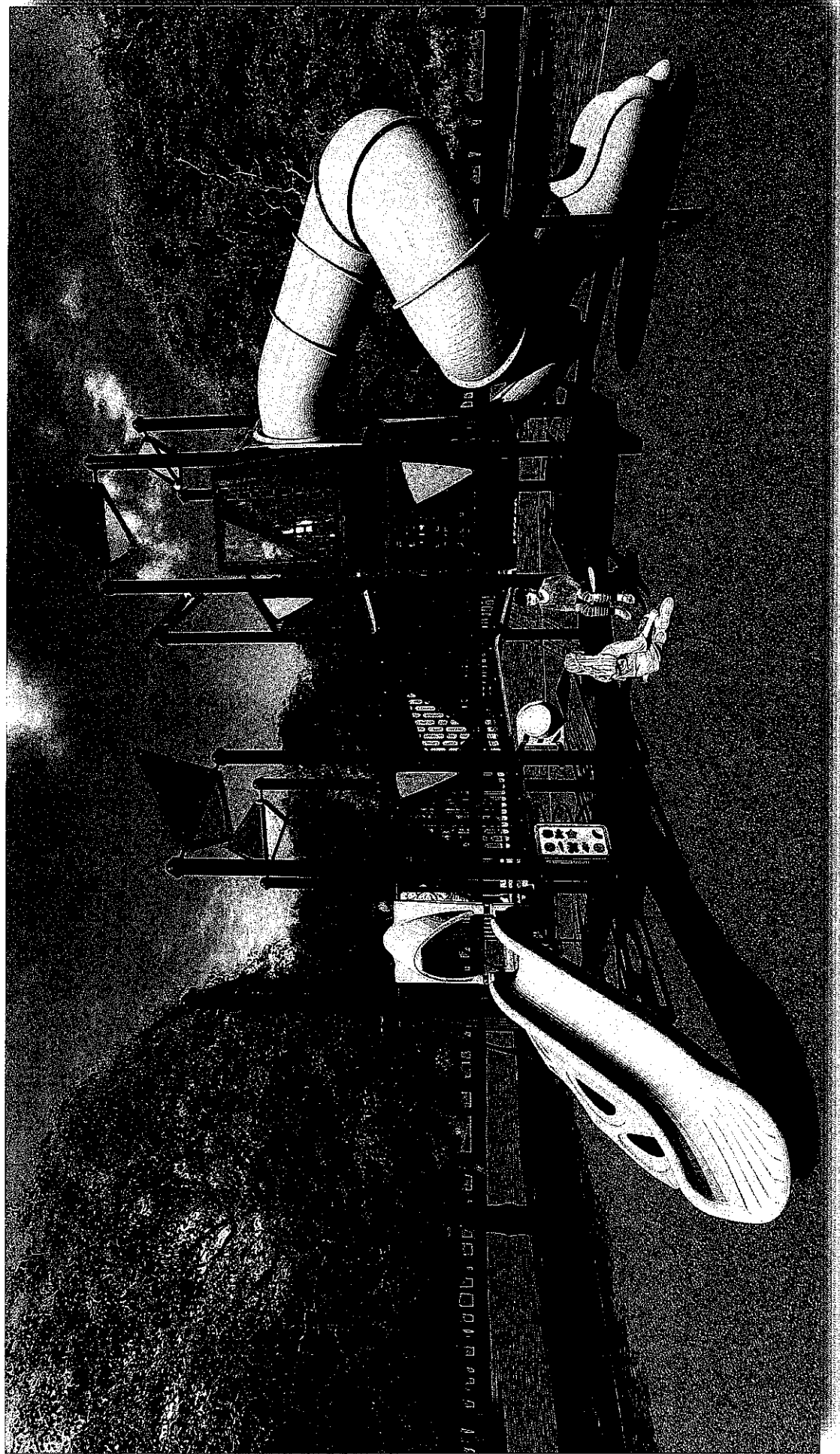
Los Amigos

ultiplay
patios & playgrounds



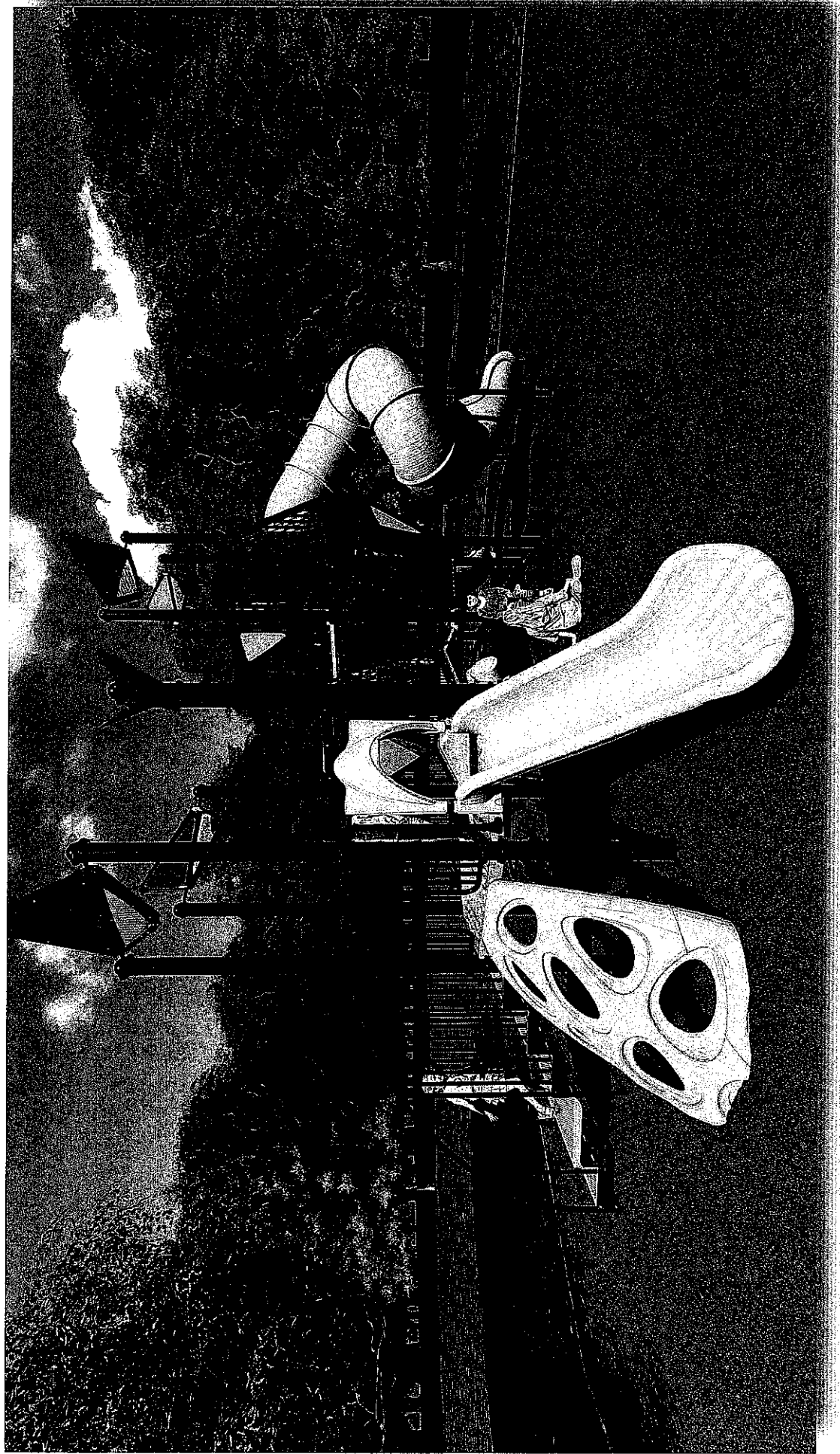
Los Amigos

ultiplay
ports & playgrounds



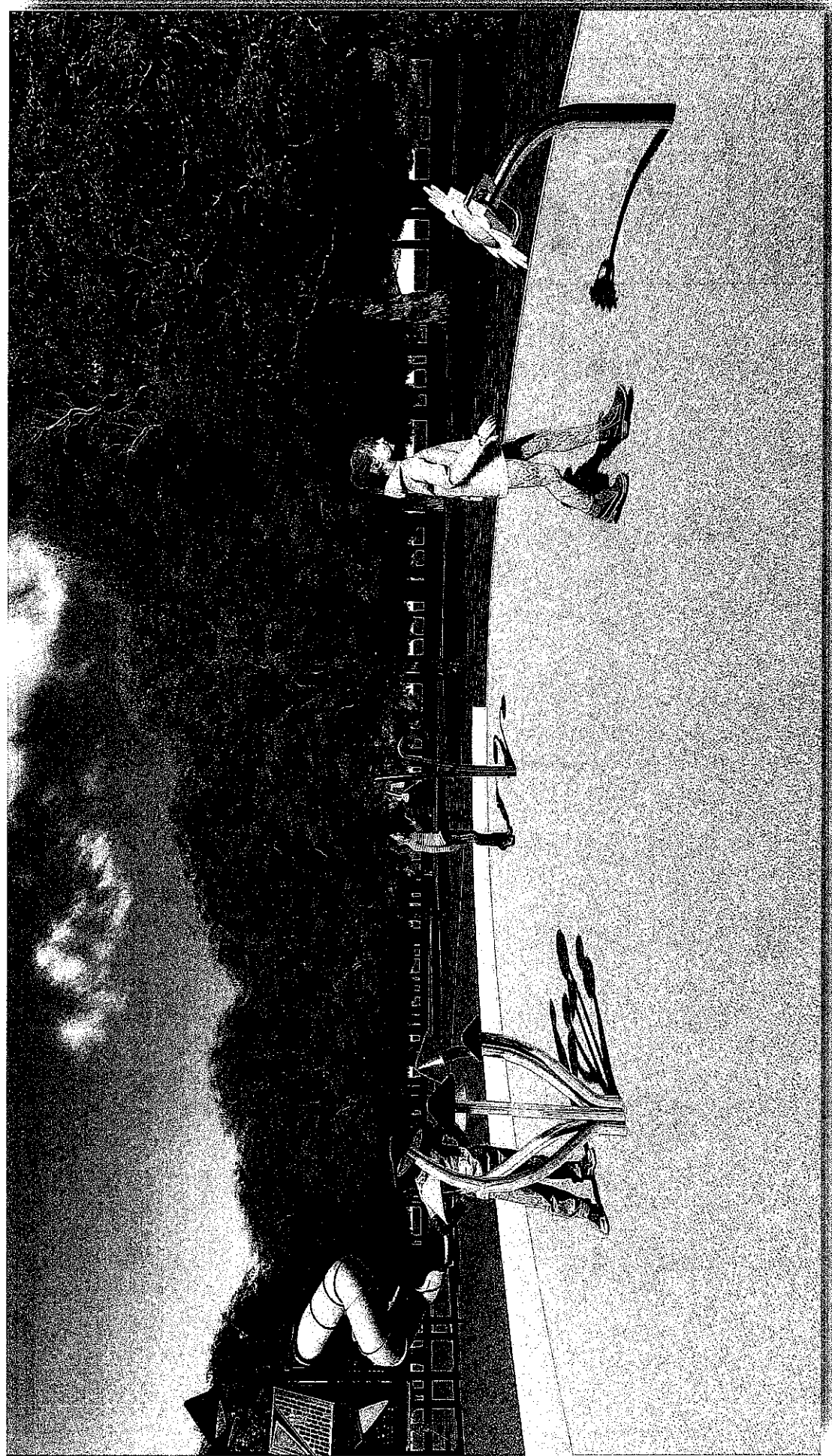
Los Amigos

ultiplay
ports & playground



ultiplay
parks & playgrounds

Los Amigos



Los Amigos

ultiplay
parks & playgrounds



ultiplay
866.575.PLAY
www.ultiplayus.com

LOS AMIGOS

EQUIPMENT SIZE:

USE ZONE:
SEE DWG

AREA:
SEE DWG

FALL HEIGHT:
9 Ft.

PERIMETER:
SEE DWG

USER CAPACITY:
52+

AGE GROUP:
5-12

✓ ASTM F1487-21
✓ CPSC #325



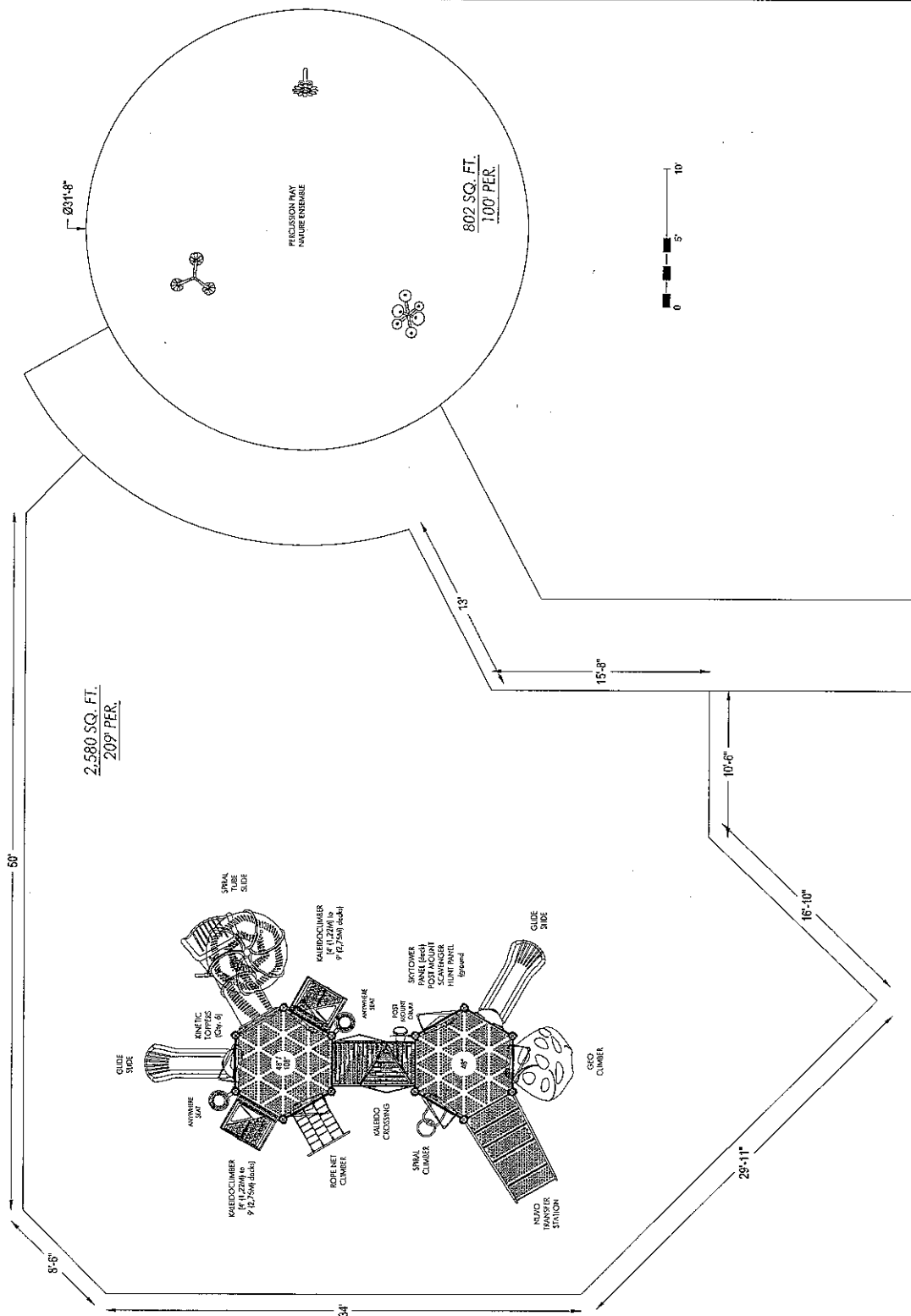
PROJECT NO:
91125-CM-A

SCALE:
SEE BAR SCALE

DRAWN BY:
DANA GRIBBS

Paper Size
B

DATE:
15-SEP-2023



*PLAYGROUND SUPERVISION REQUIRED

Los Amigos

Design Number: 91125-CM-A - Compliance and Technical Data
Reference Document: ASTM F1487

Ref. No.	Part No.	Qty.	Description	Unit ASTM Status	Total Weight (lbs)	Pre-Consumer Recycled Content (lbs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
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ASTM F1487

The lay-out for this custom playscape, design number 91125-CM-A, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Certified" have been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.

2010 ADA Standards for Accessible Design

The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.

Installation Times

Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]

Carbon Footprint

The CO2e (carbon footprint given in Kilograms and Metric Tons) listed above is a measure of the environmental impact this play structure represents from harvesting raw materials to the time it leaves our shipping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating carbon producing processes and products, reducing our use of precious raw materials, reusing materials whenever possible and recycling materials at every opportunity. Playworld Systems elected to adopt the Publicly Available Specification; PAS 2050 as published by the British Standards Institute and sponsored by Defra and the Carbon Trust. The PAS 2050 has gained international acceptance as a specification that measures the greenhouse gas emissions in services and goods throughout their entire life cycle.

Pre-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.

Post-Consumer Recycle Content

A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted from a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.

** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.





City of Nashua

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

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

July 29, 2026
Memo #27-124

TO: Mayor Donchess
Finance Committee

SUBJECT: Nashua Police Department HVAC Contract Renewal in the amount not to exceed \$29,920
funded from General Fund/ 54- Property Services

Please see attached communications from Karen Smith, Business Manager, dated July 14, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: HVAC annual preventive maintenance
Value: \$29,920
Department: 150 Police Department
Vendor: Trane US Inc.
Fund: General Fund/ 54-Property Services

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

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 Manager

From: Karen A. Smith, Business Manager

Subject: Nashua Police Department Trane HVAC Contract Renewal

Trane US Inc., is a proprietary vendor and manufacturer of the HVAC system installed at the Nashua Police Department during our recent HVAC Upgrade project. In FY2026 NPD engaged the service of Trane US Inc., for HVAC annual preventive maintenance.

The Nashua Police Department recommends the renewal HVAC Maintenance contract with Trane US Inc., Bedford, NH for a total amount of **\$29,920 for the period of July 1, 2026 – June 30, 2027**. The contract is included for your review. Funding is available in the HVAC Maintenance account 54243.

Sincerely,

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

Karen A. Smith
Business Manager



CONTRACT FOR INDEPENDENT CONTRACTOR

TITLE

A CONTRACT BETWEEN

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

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

NAME AND TITLE OF INDEPENDENT CONTRACTOR

15 Constitution Drive Bedford, New Hampshire 03110

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

Exhibit B—Cite attached Trane Scope of Work beginning on July 1, 2026

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

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

2. WORK TO BE PERFORMED Except as otherwise provided in this contract, 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:

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

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

Twenty-Nine Thousand Nine-Hundred Twenty DOLLARS

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:

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

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

City of Nashua, NH (signature)

James W Donchess, Mayor
(Printed Name and Title)

Date



**Subject to your acceptance of Trane
Terms and Conditions as referenced in Trane
Proposal dated 4/22/2026**

Trane U.S. Inc.

Signature: _____

A handwritten signature in black ink, appearing to read 'J. Emery', written over a horizontal line.

Jason Emery
Area General Manager, New England

EXHIBIT A
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General Terms and Conditions

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

Independent Contractor shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by Independent Contractor to perform work under this contract. Approved key personnel shall not be taken off of the project by Independent Contractor without the prior

written approval of the City of Nashua, except in the event of termination of employment. Independent Contractor shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

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

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

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

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Independent Contractor in the performance of its work under this contract and that such personnel will be available to Independent Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Independent Contractor with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public 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 ;**
 - Professional Liability insurance in the amount of \$1,000,000; 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** Trane will provide documents that are reasonably requested and related to Trane performance of Services under this Agreement; however, Trane does not agree to an on-site audit.
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.
32. **LIMITATION OF LIABILITY** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Exhibit B

Nashua Police Department Trane Service Agreement 2026

Pricing:

Contract Year	Annual Amount - All Sites USD	Payment USD	Payment Term
Year 1	29,920.00	29,920.00	Annual

Scope:

HVAC EQUIPMENT COVERAGE

Nashua Police Station

The following Mechanical "Covered Equipment" will be serviced at Nashua Police Station:

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Boiler	1	Weil McLain	LGB		BOILER
AHU	1	Trane	CSAA004UAL	H21H93273	AHU-1
Dedicated Outdoor Air Unit	2	Trane	DOAS -OADG	---	DOAS 1 & 2
Pumps	2	Grundfos	VSLE 20955	---	Boiler Room
Exhaust Fan	5	Greenheck	SQ-90-VG	---	EF-1 ... EF Sallyport
VRF	7	Mitsu / Trane	PKA-A12HA7	---	AC-1 ... AC- 7
Heat Pump	8	Mitsu / Trane	TURYE0724A	---	HP-1 ... HP- 8

Service Description

	Quantity Per Term
Boiler Semi-Annual Maintenance (Service 1)	1
CSAA Cooling Pre-Season & Annual Inspection (Service 2)	2
DOAS Semi-Annual Inspection (Service 3)	2
Annual Pump Maintenance (Service 4)	1
VRF Maintenance (Service 5)	2
Heat Pump Maintenance (Service 6)	2
CMSA RTU/VRF Remote Connected Inspection (Service 7)	2

The following "Covered Equipment" will be serviced at Nashua Police Station:

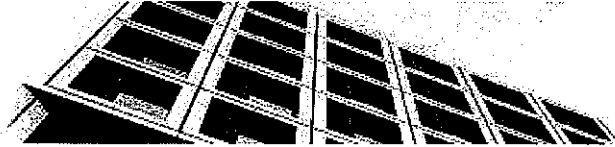
Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag
Tracer SC	1	Trane	X136516950	E21L12282	

Service Description

	Quantity Per Term
Software Upgrade and Renew SMP License (Service 1)	1
Connected Controls - Annual Inspection - Remote (Service 2)	1
Connected Controls - Operating Inspection - Onsite (Service 3)	2

Service Description
Remote Customer Support - Scope includes 4 hours (Service 4)

Quantity Per Term
1



CUSTOMER SERVICE FLOWS

The following Customer Service Flows provide additional service description detail for Covered Equipment. Note: There may be differences per the agreement in the work being performed between sites and the equipment on those sites. This section clarifies differences in the work being performed between sites and the equipment on those sites:

Mechanical Service Flows:

Service 1: Boiler Maintenance (Pre Heating Annual)

Description

- Internal Boiler Tube Cleaning
- Boiler Inspection (Natural Gas)
- Verify Unit Operation

Service 2: CSAA Cooling Pre-Season & Annual Inspection

Description

- Customer Notification
- AHU Visual Equipment Inspection
- Supply Fan & Motor Inspection
- Replace Belt(s) on Supply Fan
- Power Exhaust Fan(s) Inspection
- Meg Exhaust Fan
- Return Air Fan and Motor Inspection
- Electrical Inspection
- Filter Inspection and Change
- Clean Condensate Drain Pan
- Verify Damper Modulation
- Start Unit
- Verify Unit Operation

Service 3: DOAS Semi-Annual Inspection

Description

- Tighten Electrical Components & Terminal Connections
- Inspect Main Control Panel
- Verify Contactors
- Verify Differential Pressure Switch Operation
- Inspect Energy Recovery Wheel
- Inspect Compressors
- Visually Inspect Gas Ports and Piping
- Heating Inspection, When Applicable
- Verify Operation

Service 4: Semi-Annual Pump Maintenance

Description

- Customer Notification
- Initial Site Inspection
- Lock Out Tag Out Pumps
- Inspect Bearings
- Check For Wearing Parts
- Verify Unit Operation
- Remove Lock Out Tag Out

Service 5: VRF Maintenance

Description

- Clean Outdoor Units w/ Corresponding Heads for Dirt & Debris
- Refrigerant Level Check
- Inspect Electrical Connections
- Verify Sensor & Control Calibration
- Verify Unit Operation

Service 6: Heat Pump Maintenance

Description

- Inspect Ducts
- Replace Filters
- Clean Coils
- Inspect Fins
- Remove Debris and Dirt
- Electrical Inspection
- Verify Unit Operation

Service 7: CMSA RTU/VRF Remote Connected Inspection

Description

- Review Site Service History in XOi
- Pre-Inspection Customer Call
- Access and Login to Command Center
- Run and Review Performance Report
- Review Analytics
- Review Performance Charts
- Upload Report and Charts in XOi

BAS Service Flows:

Service 1: Software Upgrade and Renew SMP License

Description

- Get SMP License for Customer
- BAS Operational Check is Everything Working/Communicating as Expected
- Apply New SMP License
- Software Upgrade

Service 2: Connected Controls - Annual Inspection - Remote

Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Update SC/SC+ Firmware - Technician updates firmware and Software Maintenance Plan license for the system controller.
- Perform Database and Graphics Back Up - Technician backs up system controller, including any custom graphics packages on site.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).

- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
- User Override Report - Technician runs a user override report to determine what overrides are currently in place for the system.
- Building Schedule and Area Review - Technician reviews current building schedules and captures current state.
- Alarm Log Review - Technician reviews alarm log and captures current status.
- Graphics Interface Review - Technician reviews any custom system and equipment graphics within the system to determine if they are up to date and captures the status.
- Building Analytics - Technician reviews building analytics to ensure design operation of systems and identify any operational anomalies based on what analytics are reporting.
- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 3: Connected Controls - Operating Inspection - Onsite

Description

- Technician Check In - Technician checks in with customer to discuss scope of work for that day and any customer concerns or information.
- Hardening Report - Technician runs cybersecurity hardening report for the system controller(s).
- Alarm Routing - Technician checks that existing alarm routing configuration is correct and that alarms are routing to correct people within organization as appropriate.
- Device Communication Check - Technician checks device communication links, analyzes for communication failures or intermittent communication, and captures current state.
- User Access Review - Technician reviews list of users with access to the BAS/BMS/Trane Connect and captures current state.
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- Service Advisories - Technician runs Exception History Report and documents their findings.
- Additional Item Identification - Technician identifies items that require further investigation and provides quotes as needed.
- Document Findings in Trane Connect - Technician captures any findings and uploads into Trane Connect for customer visibility.
- Finalize Field Report - Technician documents work in customer field report.
- Checkout with Customer - Technician discusses work with customer and discusses any next steps that they recommend.

Service 4: Remote Customer Support - Scope includes 4 hours

Description

- Remote Customer Support - Access to remote support desk helpline to support operation questions and BAS troubleshooting during normal working hours.



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

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

July 29, 2026
Memo #27-125

TO: Mayor Donchess
Finance Committee

SUBJECT: FY27 NPD Ammunition in the amount not to exceed \$120,632 funded from General Fund/ 61- Supplies & Materials

Please see attached communications from Karen Smith, Business Manager, dated July 27, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Nashua Police Department's ammunition
Value: \$120,632
Department: 150 Police Department
Vendor: Eagle Point/TJ Morris & Son
Fund: General Fund/ 61- Supplies & Materials

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 proposal, RFP0024-072226, was issued and the following proposals were received:

Vendor	Location
Eagle Point Gun	Thorofare, NH
RTP Armor, LCC.	Concord, NH

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

Regards,

Amy Girard
Purchasing Manager

Cc: K Smith
T Cummings

NASHUA POLICE
DEPARTMENT

Date: July 27, 2026



Intradepartmental Communication

To: Amy Girard, Purchasing Manager

From: Karen A. Smith, Business Manager

Subject: Nashua Police Department ammunition

A recent RFP for ammunition resulted in proposals received from two vendors. The lowest bid is Eagle Point Gun/TJ Morris & Sons, last year's order recipient.

	Lot #	Lot #	Lot #	Lot #	Lot #	Lot #
	#223A	#54226	#BC9NT3	#BC556NX1	#LE223T3	#T308T
Eagle Point, Thorofare, NJ	\$ 375	\$ 415	\$ 458	\$ 336	\$ 236	\$ 530
RTP Armor LLC Lincoln, NE	\$ 600	\$ 840	\$ 640	\$ 650	\$ 440	\$ 1,250

# Cases	Lot #	Brand
22	#223A	223 cal 55gr. FMJ BT PMC #223A 1,000rds cases (Outdoor Range training Ammo)
12	#54226	9mm 147gr. Gold Dot II Soft Point CCI/Speer #54226 1,000rds cases (Pistol Duty)
160	#BC9NT3	9mm 100gr.No Lead Frangible RHT Federal Ballisticlean #BC9NT3 1,000rds cases (Indoor Pistol Training Rounds)
15	#BC556NX1	Federal 5.56mm 50gr. Semi-Jacketed Frangible #BC556NX1 500rds cases (Rifle Indoor range)
37	#LE223T3	Federal .223 cal. 62 gr Trophy Bonded Tactical Soft Point 200rds case (Rifle Duty)
12	#T308T	308 cal. 168gr. Federal Tactical (TRU) 308 WIN #T308T 500 rds case (TMO/SWAT)

The Nashua Police Department recommends purchasing the ammunition order from Eagle Point/TJ Morris & Son of Thorofare, NJ from the FY2027 department ammunition and supplies budget account 50.1.635 61121 in the amount of \$120,632.00.

Sincerely,

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

Karen A. Smith
Business Manager



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

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

July 29, 2026
Memo #27-126

TO: Mayor Donchess
Finance Committee

SUBJECT: NPD regulation uniforms and equipment in the amount not to exceed \$120,000 funded from General Fund/ 61- Supplies & Materials

Please see attached communications from Karen Smith, Business Manager, dated July 16, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Police Department uniform clothing
Value: \$120,000
Department: 150 Police Department
Vendor: Mach V Group LLC DBA East Coast Emergency Outfitters
Fund: General Fund/ 61-Supplies & Materials

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

Nashua 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 Manager

From: Karen A. Smith, Business Manager

Subject: Nashua Police Department East Coast Emergency Outfitters (Mach V Group LLC)

The Nashua Police Department (NPD) has uniform clothing specifications under the NPD rules and regulations and the uniform clothing is purchased by NPD for the newly hired Officers. After one year of service, Officers are able to procure replacement clothing through their annual clothing allowance. We use two vendors that carry the NPD regulation uniforms and equipment. We are seeking to set up a purchase order, for an estimated amount, for Department issue and Clothing Allowance for the period of July 1, 2026 through June 30, 2027.

The Nashua Police Department recommends purchasing department issue clothing not to exceed \$90,000 from account 61110 and clothing allowance not to exceed \$30,000 from account 61107 East Coast Emergency Outfitters (Mach V Group LLC), Manchester, NH.

Sincerely,

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

Karen A. Smith
Business Manager

EAST COAT OUTFITTERS PRICE LIST
NASHUA PD New Hire Uniform

VENDOR	STYLE NUMBER	DESCRIPTION	COLOR	UNIT COST	QUANTITY	TOTAL
Blauer	8446	Polywool supershirt short sleeve	Navy	\$135.00	3	\$405.00
Blauer Women's	8446W	Polywool supershirt short sleeve	Navy	\$135.00	0	\$0.00
Blauer	8436	Polywool supershirt long sleeve	Navy	\$150.00	2	\$300.00
Blauer Women's	8436W	Polywool supershirt long sleeve	Navy	\$150.00	0	\$0.00
Blauer	8560P10T	Polywool 10 pocket pant	Navy	\$202.00	3	\$606.00
Blauer Women's	8560P10TW	Polywool 10 pocket pant	Navy	\$202.00	0	\$0.00
Blauer	8372	Armorskin Base Shirt	Navy	\$78.00	1	\$78.00
Blauer Women's	8372W	Armorskin Base Shirt Women's	Navy	\$78.00	0	\$0.00
Blauer	107	Reversible hat cover	Navby/Hi Viz	\$17.00	1	\$17.00
Blauer	26990	Reversible Rain Coat	Hi Viz	\$215.00	1	\$215.00
Blauer	9915Z	CruiserJacket	Navy	\$405.00	1	\$405.00
Blauer	197	Ball Cap	Navy	\$37.00	1	\$37.00
Blauer	160	Skull Cap	Navy	\$43.00	1	\$43.00
Blauer	8100X	Turtleneck	Black	\$44.00	2	\$88.00
Flying Cross	1500	Safety Vest	Hi Viz	\$80.00	1	\$80.00
Rothco	4410	Parade gloves	White	\$10.00	1	\$10.00
Premium Emblem	PT1300	Clip on tie	Black	\$10.00	1	\$10.00
Boston Leather		1.75" Garrison belt	Nickle	\$25.00	1	\$25.00
Midway Cap Co.of Keystone	455	Police blue surge hat	Navy	\$85.00	1	\$85.00
Kroll International	RFK3000	Hatch Resistor/cut resistant glove	Black	\$50.00	1	\$50.00
Rock Brands	2090	Paratropper Boot	Black	\$172.00	1	\$172.00
Rock Brands	4090	Paratropper Boot Women's	Black	\$172.00	0	\$0.00
5.11	74369	Stryke Pants	Navy	\$95.00	1	\$95.00
5.11	64386	Stryke pants women	Navy	\$95.00	0	\$0.00
5.11	59409	Trainer Belt	Black	\$60.00	1	\$60.00
Blackinton	A367	Tie Clip with City Seal	Silver	\$37.00	1	\$37.00
Blackinton		Collar insignia NPD	Silver	\$21.00	1	\$21.00
Blackinton	J3	Name Bar	silver	\$16.00	2	\$32.00
Blackinton	J143	Flag Pin	Silver	\$16.00	1	\$16.00
ECEO		Mourning Bands	Black	\$10.00	2	\$20.00

\$2,907.00

Blauer items. Blauer has recently added upcharged prices for certain items which exceed XL. Some of your items fall in this category.

If that situation arises we will adjust pricing accordingly.



City of Nashua

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

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

July 29, 2026
Memo #27-127

TO: Mayor Donchess
Finance Committee

SUBJECT: Bulletproof vests in the amount not to exceed \$36,996.75 funded from Grant and General Fund/ 61- Supplies & Materials

Please see attached communications from Karen Smith, Business Manager, dated July 29, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase of twenty-nine (29) SX 02 Level II bulletproof vests
Value: \$36,996.75
Department: 150 Police Department
Vendor: DCF Investigative Services
Fund: Grant/ 61-Supplies & Materials \$18,498.38
General Fund/ 61-Supplies & Materials \$18,498.38

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 Manager

From: Karen A. Smith, Business Manager

Subject: Nashua Police Department Bulletproof Vests

The Nashua Police Department (NPD) is requesting to purchase second chance SX 02 Level II bulletproof vests not to exceed twenty-nine (29) as needed during fiscal FY27 budget year. The vests are for current officers vests that will reach the five year warranty and for potential new hire recruits as needed for the fiscal year.

The Nashua Police Department recommends purchasing the vest order not to exceed \$36,996.75 from DCF Investigative Services LLC a distributor of the Safariland product and authorized to honor the current State of New Hampshire pricing. Funding is available in the 2024/2025 Bulletproof Vest Partnership Grants for the 50% portion of the vest purchase price. The Police Department's required match will be funded from the Department's Protective Clothing account 61110.

Sincerely,

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

Karen A. Smith
Business Manager

ESTIMATE

DCF Investigative Services LLC
PO Box 44
Auburn, NH 03032

david@dcflesupply.com
+1 (800) 209-6858
www.dcflesupply.com



Bill to

OFF. Todd Moriarty
Nashua Police Dept
28 Officer James Roche Drive
Nashua, NH 03061

Ship to

OFF. Todd Moriarty
Nashua Police Dept
28 Officer James Roche Drive
Nashua, NH 03061

Estimate details

Estimate no.: 26-05291J-T
Estimate date: 05/29/2026

#	Product or service	SKU	Description	Qty	Rate	Amount
1.	SX™ Level II, A7 - Male Panel Set	1219784-M	SX™ Level II, A7 - Male Panel Set	29 34	\$1,031.00	\$35,054.00
2.	M2 Concealable Carrier - NAVY , 1348925	1348925	M2 Concealable Carrier - NAVY , 1348925	34	\$121.00	\$4,114.00
3.	IMPAC HT 5x8Plate, 1001628, NH	1001628	IMPAC HT 5x8Plate, 1001628, NH	34	\$123.75	\$4,207.50
4.	QUO	QUO	QUO 25-QUO-008198		\$0.00	\$0.00

Total

\$43,375.50

36,996.75

Accepted date

Accepted by

DCF Investigative Services, LLC

DBA DCF L.E. Supply

P.O. Box 44

Auburn, NH 03032

(800) 209-6858

9 June 2026

Officer T. Moriarty #49

Nashua Police Dept.

Firearms Training Unit

Officer Moriarty,

DCF L.E. Supply will provide the Nashua Police Department with the same pricing for all Safariland products as listed by the State of New Hampshire Division of Procurement and Support Services.

Please feel free to contact me if you have any questions.

Thanks, Tom

Tom Fleming

New England Sales Rep.

P.O. Box 44

Auburn, NH 03032

978-973-9731

Smith, Karen

From: Moriarty, Todd
Sent: Tuesday, June 23, 2026 12:32 PM
To: Smith, Karen; Hannon, Patrick
Subject: fy 27 vest

Linehan, Ryan	9/14/2021		9/14/2026	8/13/2021		158510	9/14/20
Teets, Adam	9/14/2021		9/14/2026	8/13/2021		158510	9/14/20
Garrigan, David	10/25/2011	11/29/2016	11/29/2026	10/4/2021	11/9/2021		12/8/20
Clancy, Kevin	8/15/2006	11/29/2016	11/29/2026	9/24/2021	11/9/2021		12/8/20
Lee, Dennis	8/1/2006	11/29/2016	11/29/2026	8/13/2021	11/9/2021		12/8/20
McDermott, Ryan	10/25/2011	11/29/2016	11/29/2026	10/4/2021	11/9/2021		12/8/20
Pearse, Justin	2/9/2012	11/29/2016	11/29/2026	10/4/2021	11/9/2021		12/8/20
Cinelli, John	12/18/2007	11/29/2016	11/29/2026	10/4/2021	11/9/2021		12/8/20
French, Linnea	12/18/2007	11/29/2016	11/29/2026	9/24/2021	11/9/2021		12/8/20
Theriault, Ian	1/7/2017		11/29/2026	10/5/2021	11/9/2021		12/8/20
Vincent, Matthew	1/7/2017		11/29/2026	10/13/21	11/9/2021		12/8/20
Boutwell, Eric	7/24/2006	3/7/2017	3/6/2027	1/25/2022	1/31/2022	165714	3/8/202
Stusse, Ben	7/27/2007	3/7/2017	3/6/2027	1/25/2022	1/31/2022	165714	3/8/202
Ibell, Derek	3/1/2017	3/7/2017	3/6/2027	1/25/2022	1/31/2022	165714	3/8/202

34 vest all together

Officer T. Moriarty #49
Nashua Police Department
Professional Standards Bureau
Firearms Training Unit
28 Officer James Roche Drive
Nashua, New Hampshire 03061
Phone: 603-589-6105

FORM NUMBER P-37 (version 2/23/2023)

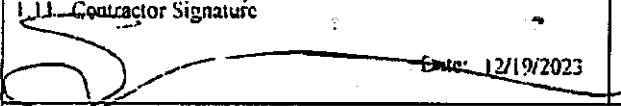
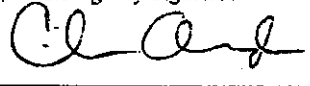
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301	
1.3 Contractor Name Atlantic Tactical, Inc.		1.4 Contractor Address 763 Corporate Circle New Cumberland, PA 17070	
1.5 Contractor Phone Number 717-774-3339 x151142 1-800-781-2677	1.6 Account Unit and Class Various	1.7 Completion Date 2/28/2029	1.8 Price Limitation \$2,118,418.50
1.9 Contracting Officer for State Agency Jonah Rosa, Purchasing Agent		1.10 State Agency Telephone Number 603-271-2550	
1.11 Contractor Signature  Date: 12/19/2023		1.12 Name and Title of Contractor Signatory Sean Conville, President	
1.13 State Agency Signature  Date: 1/23/24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>Duncan A. Edgar</i> On: January 29, 2024			
1.17 Approval by the Governor and Executive Council (if applicable) 169 G&C Item number: <i>2150</i> SECRETARY OF STATE FEB 21 2024			

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

- 4.1.5.3. Tactical Ballistic Body Armor model offered shall include CTP test results and identify the model description number associated to the CPL.
- 4.1.6. ISO 9001 Quality Assurance Certification (if pending, requires supporting documentation).
- 4.1.7. All body armor models including ballistic, concealable, tactical, ballistic/stab resistant and any other type of body armor that include the option of additional trauma or hard armor plate protection shall have the plate pocket permanently secured to the body armor carrier on three sides (both sides and the bottom).
- 4.1.8. This contract will allow updates/upgrade to additional products as they become available upon mutual agreement of the State.
- 4.2. Vests shall provide front, back and side protection per specifications below and must be available in both male and female configuration for all sizes. Workmanship and construction details, cutting, stitching, and finishing shall be in all cases in accordance with first-class commercial textile standard practices for the intended purposes. All equipment must or exceed the following requirements.
 - 4.2.1. Federal Standard NIJ-STD 0101.06 or any subsequent revision.
 - 4.2.2. Federal Standard No. 751, Stitches, Seams, and Stitching.
 - 4.2.3. Six Point Adjustable Straps.
 - 4.2.4. Ballistic Panel Covers. Waterproof, permanently covered with semi-permeable material which allows gases and heat to pass through but prevents liquids and moisture from penetrating; moisture-vapor barrier, prevents fuels, body oils or repellents from contaminating the ballistic panel and will not cause negative impact on waterproof properties of the cover.
 - 4.2.5. All suspension and fastening straps must be removable on both male and female vests.
 - 4.2.6. Trauma plates 5" x 8"; soft.
 - 4.2.7. Vests shall be adjustable with removable suspension and fastening straps and shall provide front, back and side protection and available in male & female sizes.
 - 4.2.8. All sizing, measurements and final fitting shall be done at no expense to the State.
- 4.3. VEST CONFIGURATION:
 - 4.3.1. Vest type is slip-over style, covering most of upper torso; four neoprene or elastic straps with hook and pile fasteners for adjustable positioning and comfort.
 - 4.3.2. Front ballistic panel is contoured, with or without scoop neck, to cover chest area approximately to collarbone area; chest/bicep region cut with sufficient space to prevent irritation and restriction during routine duties.
 - 4.3.3. Rear ballistic panel shall cover torso back (in a standing position), to within 4" (+) of top of duty belt; and in a sitting position to within 2" (+) of top of duty belt.
 - 4.3.4. Panels shall be removable by zipper, Velcro opening, or fast tube-style system.
 - 4.3.5. Shall have push-to-talk radio mounting capability.
- 4.4. VEST FIT:
 - 4.4.1. A factory-trained representative, distributor/dealer, or a designated State Agency employee who has been trained in the proper fitting of the vests, shall take individual measurements.
 - 4.4.2. Measurements must take into account proper fit, special fitting considerations for duty gear and in MIJ standards or guidance.
 - 4.4.3. Modification & adjustments to any garment that has been issued to an officer for which it was originally constructed, that does not fit properly, shall be returned for modification to the manufacturer within 30-days of delivery. All such required modifications shall be completed & returned to the requesting agency within fourteen (14) calendar days without any additional cost unless mutually agreed upon by the state and the contractor.
- 4.5. CARRIER:
 - 4.5.1. Material shall be constructed of a breathable fabric with zippered or Velcro opening for insertion of ballistic panel. Straps shall be adjustable and removable; made from neoprene material or high-quality elastic cut squarely from a rolled stock with anchor stitching.

11. RETURNED GOODS:

- 11.1. The Contractor shall resolve all order and invoice discrepancies within five (5) business days from notification. Products returned due to quality issues, duplicate shipments, over-shipments, etc. shall be picked up by the Contractor within ten (10) business days of notification with no restocking or freight charges and shall be replaced with specified products or the agency shall be refunded/credited for the full purchase price. Unauthorized substitutions for any products are not allowed.
- 11.2. Standard stock products ordered in error by the State of New Hampshire shall be returned for full credit within fifteen (15) business days of receipt. Products shall be in re-saleable condition (original container, unused) and there shall be no restocking fee charged for these products. The using agency shall be responsible for any freight charges to return these items to the Contractor.

12. MINIMUM ORDERS:

- 12.1. There is no minimum order required under this contract.

13. USAGE REPORTING:

- 13.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to the Bureau of Purchase and Property, Jonah Rosa and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:
- Contract Number
 - Utilizing Agency and Eligible Participant
 - Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
 - Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
 - Percentage of recycled materials contained within finished products
 - Percentage of waste recycled throughout the manufacturing process
 - Types and volume of packaging used for transport
 - Any associated material avoided and/or recycled as applicable under contract
 - A standardized reporting form will be provided after contract award
 - Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
 - Preferred in Excel format

14. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

- 14.1. The Contractor shall provide all sand sweeping and removal services strictly pursuant to, and in conformity with, the specifications described in State RFB #2850-24, as described herein, and under the terms of this Contract.
- 14.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 14.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.
- 14.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhaeqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx).
- 14.5. The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

EXHIBIT C - METHOD OF PAYMENT

17. CONTRACT PRICE:

17.1. The Contractor hereby agrees to provide sand sweeping and removal services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of **\$2,118,418.50**; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

18. PRICING STRUCTURE:

Item Description	Manufacturer Item Number	Threat Level	Unit Price
SX™ Level II, A7 - Male Panel Set	1219784-M	Level II	\$921.25
SX™ Level II, A7 - Female Panel Set	1219785-F	Level II	\$921.25
M Series Concealable	1218314	Level II	\$107.25
Soft Trauma Plate, 5" X 8"	1220902-58	Level II	\$27.50
JPPO Vest, MATRIX® Level II, A7 - Male Panel Set	1221918-M	Level II	\$660.00
M Series Concealable Extra Carrier	1218314	Level II	\$107.25
Protech IMPAC HT 5x8 special threat plate	1001628	Level II	\$110.00
U1 Uniform Shirt Carrier, Front Opening	1303540	Level II	\$247.50
Oregon City Carrier, Front Opening, DN6566	1303518-OC	Level II	\$266.75
Protech Tactical Vest-FAV™ Tactical Carrier, Advanced Webless System, VELCRO® Closure	1314852	Level IIIA	\$596.75
FAV™ Ballistics, SX™ Level IIIA	1221174	Level IIIA	\$1,155.00
Collar, SX Level IIIA	1314363	Level IIIA	\$156.75
Throat, SX Level IIIA	1314364	Level IIIA	\$167.75
Structured Upper Arms, Short, SX Level IIIA	1314408	Level IIIA	\$602.25
Standard Groin, SX Level IIIA	1314103	Level IIIA	\$261.25
Protech Rifle Plate	DT106E-1314826	Level III	\$440.00
Safariland V1 Overt Outer Carrier, Side Opening, Advanced Webless System (Tactical Green Color)	1303560	Level II	\$272.25
ProTech TP10A, Dbl Mag Handgun Pouch, Tac Green	TP10A	N/A	\$24.75
ProTech TP17, Handcuff Pouch, Single, Tac Green	TP17	N/A	\$19.25
ProTech TP17, Handcuff Pouch, Single, Tac Green	TP33	N/A	\$41.25
ProTech TP21A, Radio Pouch w/ Bungee, Universal, Tac Green	TP21A	N/A	\$35.75
ProTech ID PATCHES - Small 5" X 2"	1223589-SPS	N/A	\$6.88
ProTech ID PATCHES - Large 8.5" X 3"	1223589-SPL	N/A	\$6.88
Safariland HyperX FC Full Coverage Platform	1356120	Level III	\$522.50

EXHIBIT D - RFB 2850-24

RFB 2850-24 is incorporated here within.

State of New Hampshire

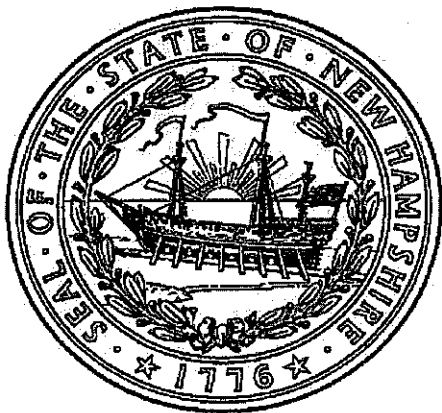
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ATLANTIC TACTICAL, INC. is a Pennsylvania Profit Corporation registered to transact business in New Hampshire on March 10, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 740217

Certificate Number: 0006354151



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 7th day of December A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
12/14/2023

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

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

PRODUCER Aon Risk Services, Inc. of Florida 4651 Salisbury Rd Suite 210 Jacksonville FL 32256 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext): (904) 724-2001	FAX (A/C. No.): (904) 223-0797
INSURED Atlantic Tactical, Inc. 763 Corporate Circle New Cumberland, PA 17070	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: The Travelers Indemnity Co.	25658
	INSURER B: National Fire & Marine Ins Co	20079
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		

Holder Identifier:

COVERAGES **CERTIFICATE NUMBER:** 570103049804 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			42GL010030410 General Liability SIR applies per policy terms & conditions	07/27/2023	07/27/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 Retention \$500,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB1N3893732351K Work Comp All Other State UB8N6863642351R Work Comp AZ / MA / WI	07/27/2023	07/27/2024	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

RE: Bid Number: 2850-24.

Certificate No : 570103049804

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire Department of Administrative Services Bureau of Purchasing and Property 25 Capitol Street, RM 102 Concord NH 03301 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Florida</i>

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STATE OF NEW HAMPSHIRE
DIVISION OF PROCUREMENT AND SUPPORT SERVICES
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX
25 CAPITOL STREET
CONCORD, NEW HAMPSHIRE 03301-6398

Date of Change: November 27, 2023

ADDENDUM # 01 TO BID INVITATION 2850-24

DATE AND TIME OF BID CLOSING: 11/30/2023 11:00 AM

FOR: Body Armor

Question 1: Equal Alternate Bid Accepted?

State Response: Alternate items will not be accepted.

Question 2: Is there already a preferred vendor?

State Response: There is no preferred Vendor.

Question 3: Are specific items required to be quoted or will a general manufacturing discount suffice?

State Response: Please complete "Attachment 1" to be considered. Paragraph 42.3 contains additional discounts by category as applicable.

Question 4: Cannot locate an OFFER or SCOPE of Work subsection within the bid contract.

State Response: The offer section is "Attachment 1" as described in paragraph 42 of the bid document which is a separate document as shown below. Please see paragraph 28 and 29 of the bid document for detailed equipment specifications.

Description	Bid	Attachments	Addendum	Closing Date	Closing Time	Status/Bid Results
CONTRACT: Body Armor	Bid 2850-24	Attachment 1		11/30/2023	11:00AM	Open

PURCHASING AGENT: JONAH ROSA

Email: NH.Purchasing@das.nh.gov

NOTE: ALL CHANGES TO BID SOLICITATION NOTED IN ADDENDUMS WILL SUPERSEDE PREVIOUSLY SUBMITTED DOCUMENTS AND MUST BE SUBMITTED WITH THE BID. ALL OTHER SPECIFICATIONS REMAIN UNCHANGED AND VALID.

RESPONDENT BUSINESS NAME: Atlantic Tactical, Inc.

ADDRESS: 763 Corporate Circle, New Cumberland, PA 17070

PRINT NAME: Sean Conville

SIGNATURE

TEL. NO. 717-774-3339

EMAIL ADDRESS: tom.caruso@atlantictactical.com

Please visit: <https://das.nh.gov/purchasing/vendorresources.aspx> (click on "Bid and Proposals") for complete bid and addendums.

8. TERMS OF SUBMISSION:

- 8.1. All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.
- 8.2. A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.
- 8.3. A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.
- 8.4. Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.
- 8.5. The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.
- 8.6. CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.
- 8.7. Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

9. CONTRACT TERM:

- 9.1. The term of the contract shall commence on March 1, 2024, or upon approval of the Governor and Executive Council, whichever is later, through February 28, 2027, a period of approximately five (5) years.
- 9.2. The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Executive Council.

10. CONTRACT AWARD:

- 10.1. The award shall be made to the Vendor meeting the criteria established in this RFB and providing the lowest cost in total. The State reserves the right to reject any or all bids or any part thereof and add/delete items/locations to the contract. All award(s) shall be, in the form of a State of New Hampshire Contract.
- 10.2. Successful Vendor shall not be allowed to require any other type of order, nor shall the successful Vendor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

11. NOTIFICATION AND AWARD OF CONTRACT(S):

- 11.1. Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).
- 11.2. Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.
- 11.3. For Vendors wishing to attend the bid closing: Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.

12. LIABILITY:

- 12.1. The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

13. PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:

- 13.1. Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

15.5. **CERTIFICATE OF INSURANCE:** Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure against all claims of bodily injury, death, or property damage in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

16. BID PRICES:

16.1. Bid prices shall remain firm for one year and may be adjusted on the anniversary date of this contract and annually (every 12 months) thereafter. Bid prices shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

16.2. Per Administrative Rule 606.01(e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

16.3. Price decreases shall become effective immediately as they become effective to the general trade.

16.4. Updated Published Price List MUST be e-mailed to Jonah.L.Rosa@DAS.NH.Gov.

17. PRICE ADJUSTMENTS:

17.1. On the anniversary date of this contract and annually thereafter, the successful Vendor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Bureau of Purchase & Property, 25 Capitol Street, Rm. 102, Concord, NH 03301, no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid. Documentation of the increase from the supplier or manufacturer must accompany the request to support the amount (%) of the requested increase. Price decreases shall become effective immediately as they become effective to the general trade.

18. AUDITS AND ACCOUNTING:

18.1. The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

18.2. At intervals during the contract term, and prior to the termination of the contract, the successful Vendor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

19. ESTIMATED USAGE:

19.1. The quantities indicated in the offer section of this bid invitation are an estimate only for the State of New Hampshire's annual requirements. These quantities are indicated for informational purposes only and shall not be considered minimum or guaranteed quantities, nor shall they be considered maximum quantities. These quantities **do not** include any eligible participant usage.

20. USAGE REPORTING:

20.1. The successful Vendor shall be required to submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after each end of each calendar quarter to Jonah Rosa at The Bureau of Procurement & Support Services and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:

20.1.1. Contract Number

20.1.2. Utilizing Agency and Eligible Participant

20.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)

20.1.4. Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:

20.1.4.1. Percentage of recycled materials contained within finished products

26.3. It is the responsibility of the Vendor to maintain this any awarded contract and New Hampshire Vendor Registration with up to date contact information. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: <https://www.das.nh.gov/purchasing/vendorresources.aspx>.

27. IF AWARDED A CONTRACT:

27.1. The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

Section 1.3	Contractor Name
Section 1.4	Contractor Address
Section 1.11	Contractor Signature
Section 1.12	Name & Title of Contractor Signatory (if Vendor is not a sole proprietor)

27.2. Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.

27.3. Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.

27.4. If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

28. SPECIFICATION COMPLIANCE:

28.1. Vendor's offer shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

28.2. Unless otherwise specified by the Bureau of Purchase and Property in this bid invitation document, all equipment/items offered by the Vendor shall be new (and of the current model year, if applicable); shall not be used, rebuilt, refurbished; shall not have been used as demonstration equipment, and shall not have been placed anywhere for evaluation purposes.

28.3. *The manufacturers and/or product numbers indicated are the only ones that are acceptable under this section.*

29. SPECIFICATIONS:

29.1. Complete specifications required are detailed in the **SCOPE OF WORK** section of this bid invitation. In responding to the bid invitation, the prospective Vendor shall address all requirements for information as outlined herein.

29.2. SAFARILAND™ Manufacturing body armor:

29.2.1. National Institute of Justice (NIJ) Ballistic Resistance of Armor Standard 0101.06 and (NIJ) Stab Resistance of Armor Standard 0115.00, unless and until new JIJ Standards are published and made effective.

29.2.2. Body armor offered must be identified and listed according to the applicable NIJ threat levels identified in paragraph 42. These levels are:

29.2.2.1. Ballistic Resistant Body Armor NIJ 0101.06.

29.2.2.1.1. Level IIA.

29.2.2.1.2. Level II.

29.2.2.1.3. Level IIIA.

29.2.2.2. Stab Resistant Body Armor NIJ 0115.00 (includes spike & edged blade).

29.2.2.2.1. Protection Class Spike Level 1, 2, 3 and Protection Class Edged Blade Level 1, 2, 3.

29.2.2.3. Dual-Purpose Ballistic and Spike (and or edged blade).

29.2.2.3.1. All vests offered as dual purpose must have passed NIJ CTP testing under each product type, provide documentation and be published on both appropriate Compliant Products List (CPL) to be responsive.

29.2.2.4. Additional NIJ-0101.06 Certified Body Armor Products (include CPL Model #).

29.2.2.4.1. Level III-Hard armor or plate inserts, or Flexible armor.

29.2.2.4.2. Level IV-Harm armor or plate inserts or Flexible armor.

29.7. COLOR:

- 29.7.1. The State will determine the color. Coloring shall be permanent and not "bleed" onto other garments. In the event the garment bleeds, contractor may be held liable for any damages on personal clothing and/or equipment.
- 29.7.2. All fasteners, hooks, pile, snaps, webbing, release buckles, & zippers shall be high quality and of a color similar to garment.

29.8. VEST LABELS:

- 29.8.1. Each vest shall be labeled to include the following: name of manufacturer and location armor was manufactured, threat level, NIJ-STD 0101.06, date of manufacture, size, serial number, lot number, style designation and officer's name. The manufacturer may, at its option, include a catalog number for supplier or distributor convenience, provided that such number is properly identified and totally separate from the model/style designation line. Labels shall remain readable throughout the warranty period.

30. CARE INSTRUCTIONS:

- 30.1. The manufacturer shall offer instruction or provide presentations as requested by State regarding the care, instruction, use, and limitation of bullet-resistant and stab-resistant armor. Briefings to training classes regarding proper fit, care and maintenance during the fitting and measurement visits may also be required.

31. DESCRIPTIVE LITERATURE:

- 31.1. Bidder's response must include complete descriptive literature and current retail price list. A product demonstration and fit testing may be required during the evaluation process – See 'Samples and Demonstration' below.

32. RECALL NOTICES:

- 32.1. Manufacturer will be responsible for notifying the State of recall notices, warranty replacements, safety notices or any applicable notice regarding the products being sold. Manufacturer must notify the State of all recalls, warranty replacements, safety notices, etc. in writing within 30 calendar days. Failure to notify the State may result in the immediate cancellation of the contract.

33. WARRANTY REQUIREMENTS:

- 33.1. Manufacturer shall provide a five (5) year warranty from date of issue, that vest will meet the ballistic-resistant and deformation requirements as per Federal NIJ-STD 0101.06 velocities and test methods. Concealable covers shall have a minimum 12-month warranty from the date the items are received, inspected and accepted by the State of New Hampshire. The warranty shall cover 100% of all parts, shipping, labor, travel, lodging and expenses.

34. WARRANTY REPLACEMENTS:

- 34.1. All armor panels requiring warranty work shall be returned to the using agency within fourteen (14) days. In the event of ballistic or sharp instrument confrontation, said vest will be replaced with a new, unused identical styled unit. Delivery shall be fourteen (14) days upon formal notification unless mutually agreed upon between the using agency and the contractor.

35. OBLIGATIONS AND LIABILITY OF THE VENDOR:

- 35.1. The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.
- 35.2. The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Work included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different

42.3. Please list any other discounts available to the State that are not previously identified herein. The following is for informational purposes only, not for award consideration.

Discount by Category	
Tactical Soft & Hard Armor	% Discount in Category
Protech	45.00%
Safariland Body Armor	45.00%
Concealable & Accessories	% Discount in Category
Safariland Body Armor	45.00%
Duty Gear/Equipment	% Discount in Category
Bianchi	35.00%
Safariland	35.00%
5.11	25.00%
ASP	26.00%
Blackhawk	No Bid
DeSantis	29.00%
Gould & Goodrich	35.00%
High Speed Gear	8.00%
Uncle Mike's	No Bid
Other	% Discount in Category
5.11	25.00%
Aimpoint	7.50%
ASP	26.00%
Atlantco Tru-Spec	19.00%
Atlantic Tactical Website (www.atlantictactical.com)	4.00%
Avon Protection	15.40%
Bates Footwear	23.00%
Big Sky Racks	6.00%
Blackhawk	No Bid
Blackinton	30.20%
Bounce Imaging	0.00%
Bushnell	No Bid
CamelBak	No Bid
Damascus	22.50%
Danner	13.00%
DeSantis	29.00%
Elbeco	22.00%
Eotech	8.00%
ESS Eyewear	14.00%
Fechheimer - Flying Cross	21.00%
Hatch	32.00%
High Speed Gear	8.00%
Inova - Nite-Ize	16.00%
Night Vision Devices	3.00%
Magpul	12.40%
Monadnock	22.50%
MSA	18.00%
Mustang Survival	15.90%
Nightstick	24.20%
Peerless	32.20%
Premier Crown	8.20%
Princeton Tec	14.50%
Pro-Gard	11.00%
Propper	12.00%
Salomon	12.50%

APPENDIX A

SAMPLE FORM TO BE COMPLETED UPON AWARD

FORM NUMBER P-37 (version 2/23/2023)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Unit and Class	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____			

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Attachment 1: Offer Sheet

RFB 2850-24
Body ArmorVendor Business Name: Atlantic Tactical, Inc.

Estimated Annual Quantity	Item Description	Manufacturer Item Number	Threat Level	Base Discount % From MSRP	Unit Price	Extended Price
255	SX™ Level II, A7 - Male Panel Set	1219784-M	Level II	45	\$921.25	\$234,918.75
170	SX™ Level II, A7 - Female Panel Set	1219785-F	Level II	45	\$921.25	\$156,612.50
255	M Series Concealable	1218314	Level II	45	\$107.25	\$27,348.75
255	Soft Trauma Plate, 5" X 8"	1220902-58	Level II	45	\$27.50	\$7,012.50
20	JPPO Vest, MATRIX® Level II, A7 - Male Panel Set	1221918-M	Level II	45	\$660.00	\$13,200.00
250	M Series Concealable Extra Carrier	1218314	Level II	45	\$107.25	\$26,812.50
250	Protech IMPAC HT 5x8 special threat plate	1001628	Level II	45	\$110.00	\$27,500.00
15	U1 Uniform Shirt Carrier, Front Opening	1303540	Level II	45	\$247.50	\$3,712.50
70	Oregon City Carrier, Front Opening, DN6566	1303518-OC	Level II	45	\$266.75	\$18,672.50
10	Protech Tactical Vest-FAV™ Tactical Carrier, Advanced Webless System, VELCRO® Closure	1314852	Level IIIA	45	\$596.75	\$5,967.50
10	FAV™ Ballistics, SX™ Level IIIA	1221174	Level IIIA	45	\$1,155.00	\$11,550.00
10	Collar, SX Level IIIA	1314363	Level IIIA	45	\$156.75	\$1,567.50
10	Throat, SX Level IIIA	1314364	Level IIIA	45	\$167.75	\$1,677.50
10	Structured Upper Arms, Short, SX Level IIIA	1314408	Level IIIA	45	\$602.25	\$6,022.50
10	Standard Groin, SX Level IIIA	1314103	Level IIIA	45	\$261.25	\$2,612.50
90	Protech Rifle Plate	DT106E-1314826	Level III	45	\$440.00	\$39,600.00
75	Safariland V1 Overt Outer Carrier, Side Opening, Advanced Webless System (Tactical Green Color)	1303560	Level II	45	\$272.25	\$20,418.75
200	ProTech TP10A, Dbl Mag Handgun Pouch, Tac Green	TP10A	N/A	45	\$24.75	\$4,950.00
200	ProTech TP17, Handcuff Pouch, Single, Tac Green	TP17	N/A	45	\$19.25	\$3,850.00
200	ProTech TP17, Handcuff Pouch, Single, Tac Green	TP33	N/A	45	\$41.25	\$8,250.00
200	ProTech TP21A, Radio Pouch w/ Bungee, Universal, Tac Green	TP21A	N/A	45	\$35.75	\$7,150.00
350	ProTech ID PATCHES - Small 5" X 2"	1223589-SPS	N/A	45	\$6.88	\$2,408.00
350	ProTech ID PATCHES - Large 8.5" X 3"	1223589-SPL	N/A	45	\$6.88	\$2,408.00
250	Haley Strategic Thorax Carrier	1025782088	Level III	No Bid	No Bid	No Bid
250	G Code Sync Series Assaulter's Plate Carrier	SYNC APC 1	Level III	No Bid	No Bid	No Bid
250	Safariland HyperX FC Full Coverage Platform	1356120	Level III	45	\$522.50	\$130,625.00

Total Extended Price: **\$764,847.25**



City of Nashua

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

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

July 29, 2026
Memo #27-128

TO: Mayor Donchess
Finance Committee

SUBJECT: Transit Service Operations- Contract Extension #7 in the amount not to exceed \$459,843 funded from FTA Grant Funds/ 55- Other Services

Please see attached communications from Matt Sullivan, Community Development Director, dated July 29, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Contract extension for services through September 30, 2026
Value: \$459,843.00
Department: 186 Transportation
Vendor: First Transit (Transdev)
Fund: FTA Grant Funds/ 55-Other Services

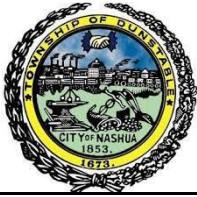
Ordinance: Pursuant to § 5-91 Amendment to Contracts- No contract may be amended as to its scope of work or so as to increase sums payable to the contractor, without Finance Committee approval for amendment amounts exceed \$25,000; and without the Board of Aldermen amounts exceeding \$1,000,000

Community Development Division, 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: July 29th, 2026

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

From: Matt Sullivan, Community Development Director

Re: TransDev Contract Amendment #7 - Additional Approximate 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 and further through August 20th, 2026. This request seventh extension is from August 21st through September 30th, 2026. The basis for this request is to give the City/NTS additional time to formulate the terms/procedures for use of the vendor's insurance rather than the City's insurance. While all other contract terms are largely negotiated and settled, insurance terms require additional deliberation and discussion in order to yield the best results for the City. It should be noted that at the time of the prior Amendment #6 being considered by the Finance Committee, the City had not yet committed to use of the vendor's insurance. In light of that decision, additional weeks are need for procedure development.

Thank you for your consideration of this request.

Sincerely,

Matt Sullivan
Community Development Director

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