

7:00 PM

Aldermanic Chamber

1. ROLL CALL
2. PUBLIC COMMENT
3. COMMUNICATIONS

From: Amy Girard, Purchasing Manager
Re: Software: Special Event Permitting in the amount not to exceed \$117,000 funded from General Fund/ 54- Property Services

From: Amy Girard, Purchasing Manager
Re: Purchase of a Ford Transit Van in the amount not to exceed \$77,277.28 funded from CERF/ 81- Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager
Re: Purchase of a Ford F250 Super Duty truck in the amount not to exceed \$98,630.88 funded from CERF/ 81- Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager
Re: PFAS Leachate Removal Pilot Infrastructure Upgrades in the amount not to exceed \$400,143.00 funded from Grant/ 81- Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager
Re: FY27-FY29 Landfill Gas Telemetry Monitoring - Project Portal in the amount not to exceed \$87,750 funded from Solid Waste Fund/ 53- Professional & Technical Services

From: Amy Girard, Purchasing Manager
Re: 2027 Landfill Gas Expansion Design & CQA Engineering in the amount not to exceed \$74,000 funded from Bond/ 53- Professional & Technical Services

From: Amy Girard, Purchasing Manager
Re: 2026 Landfill Phase III Temporary Cap Design & CQA Engineering in the amount not to exceed \$46,500 funded from Bond/ 53- Professional & Technical Services

From: Amy Girard, Purchasing Manager
Re: Purchase of Trash and Recycling Toters in the amount not to exceed \$145,000 funded from Solid Waste Fund/ 71- Equipment

From: Amy Girard, Purchasing Manager
Re: Traffic Signs & Supplies in the amount not to exceed \$38,000 funded from General Fund/ 61- Supplies & Materials

From: Amy Girard, Purchasing Manager
Re: FY27 Paving Asphalt & Aggregates in the amount not to exceed \$147,000 funded from General Fund/ 61- Supplies & Materials

From: Amy Girard, Purchasing Manager
Re: Amendment #1 for Collection System Flow Monitoring in the amount not to exceed \$46,500 funded from Wastewater Fund/ 53- Professional & Technical Services

From: Amy Girard, Purchasing Manager
Re: Nashua biosolids evaluation in the amount not to exceed \$116,462.73 funded from

Wastewater Fund/ 53- Professional & Technical Services

From: Amy Girard, Purchasing Manager

Re: Amendment #2 for Icon Architecture's Limited Design Study in the amount not to exceed \$40,000 funded from General Fund/ 53- Professional & Technical Services

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



City of Nashua

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

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

August 26, 2026
Memo #27-134

TO: Mayor Donchess
Finance Committee

SUBJECT: Software: Special Event Permitting in the amount not to exceed \$117,000 funded from
General Fund/ 54- Property Services

Please see attached communications from Emily Martuscello, Director of Emergency Management, dated August 26, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Eproval's eProfessional license software for special event permitting
Value: \$39,000 per year
\$117,000 Total

Department: 120 Technology Maintenance
Vendor: Event Approvals Inc.
Fund: General Fund/ 54-Property Services
Term: 3 years

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.

Office of Emergency Management, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard

Purchasing Manager
Permitting

Cc: E Martuscello
D Enwright
T Cummings

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: August 26, 2026
Re: Multi-Year Contract Award – Special Event Permitting Software

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 September 2, 2026 meeting, and as such, I am requesting the full Board of Aldermen approve the following contract:

Item: Software: Eproval eProfessional event permitting
Value: 39,000 per year
\$117,000 Total
Vendor: Event Approvals, Inc.
Purchasing Memo#: 27-134 dated August 26, 2026
Contract Term: 3 year

Thank you.



Nashua

NEW HAMPSHIRE'S GATE CITY

City of Nashua
Office of Emergency Management
38 Lake Street
Nashua, NH 03060

To: City of Nashua Finance Committee

From: Director Emily Martuscello

Date: August 26, 2026

RE: Special Events Permitting Software

I am requesting approval to enter into a three-year agreement with Eproval for special events permitting software at an annual cost of \$39,000.

The City's special events permitting process requires coordination among numerous City departments, Police, Fire, and the School District. Applications may require concurrent review of public safety, traffic and road closures, insurance, food service, vendors, tents and structures, alcohol, parking, and other event-specific requirements. The current process relies heavily on separate forms, email communication, and manual coordination between departments. The City has identified the need for a centralized online system that allows applicants to submit and track applications while providing City reviewers with shared access, automated routing, status tracking, document management, and a complete record of approvals and communications.

Eproval is a cloud-based permitting platform specifically designed for complex special event permitting and multi-agency review. The system supports concurrent departmental workflows, applicant and reviewer dashboards, real-time application status, document management, conditional review processes, and cross-department collaboration. These capabilities align with the operational requirements identified by the City for the new special events permitting process.

The procurement was conducted as a sole-source purchase. In reviewing available solutions, the City determined that Eproval provides specialized functionality specifically designed for special event permitting that is not available through traditional land-use, reservation, or registration systems. Eproval's purpose-built workflow supports the concurrent, conditional, and iterative review process required by the City and allows multiple departments and outside agencies to participate in a single application process. Based on these unique capabilities and the City's identified requirements, Eproval was determined to be the appropriate sole-source solution.



OFFICE OF EMERGENCY MANAGEMENT



Nashua
NEW HAMPSHIRE'S GATE CITY

City of Nashua
Office of Emergency Management
38 Lake Street
Nashua, NH 03060

The proposed agreement is for Eproval's eProfessional platform at an annual cost of \$39,000. The annual \$39,000 cost was included in the FY27 Information Technology budget under Technology Maintenance, Account 20.1.555 – 54407 Software Maintenance. The pricing includes two application types, payment and invoicing functionality, scheduled email notifications, an event calendar, implementation and configuration, customer support, single sign-on integration, training, and hosting. With the ability to add additional application types and functionalities in the future.

If you have any questions, please contact me.

Thank you,

Emily Martuscello, CEM

Director, Emergency Management
martuscelloe@nashuanh.gov



OFFICE OF EMERGENCY MANAGEMENT

**Event Approvals, Inc**

Suite 600 - 777 Hornby Street
Vancouver British Columbia V6Z 1S4
Canada

ESTIMATE

EST-000180

Bill To

City of Nashua, NH

229 Main Street
Nashua
03060 NH
US

Estimate Date : 2026/07/15

Expiry Date : 2026/10/01

#	Item & Description	Qty	Rate	Amount
1	Eproval: eProfessional License Access to Eproval web-based Portal for a period of 1 year with an unlimited number of Users. This tier will support 2 application types (for example Special Event and Block Party) and 2 modules of your choice.	1.00 year	35,000.00	35,000.00
2	Add-on module: Payment & Invoicing Module We are waiving the cost of the Payment & Invoicing Module	1.00 year	4,000.00	4,000.00
3	Eproval Configuration and Implementation (one time fee) Initial setup, configuration and implementation of Eproval. Payment and Invoicing integration with ecommerce payment gateway.	1.00 year	0.00	0.00
4	Add-on module: Email Notifications Scheduled email notifications allow city staff to set up customized reminders to be sent to applicants or city staff.	1.00 year	0.00	0.00
5	Add-on Module: Event Calendar Ability to sync application event details to public facing event calendar	1.00 year	0.00	0.00
6	Eproval Customer Support Any required changes, modifications, or edits to the permitting process for a 12 month period are included in the configuration. These will be prioritized through the Eproval Help Desk.	1.00 year	0.00	0.00
7	Single sign-on integration (one time fee) Integration to the City single sign-on environment	1.00	0.00	0.00
8	Eproval Training Training administrators and stakeholders to use Eproval. All training sessions will be performed online using Zoom.	1.00 hours	0.00	0.00
9	Eproval Hosting Website hosting for the Eproval Portal in the Microsoft Azure Cloud Hosting platform for a period of 1 year.	1.00 year	0.00	0.00

#	Item & Description	Qty	Rate	Amount
10	Eproval Warranty The solution comes with a 12 month warranty	1.00 year	0.00	0.00
			Sub Total	39,000.00
			Total	\$39,000.00

Notes

All prices in this estimate are in USD, and do not include applicable taxes

Terms & Conditions

Amount due at contract signing is \$39,000 and the date of signature will be the renewal date going forward. Annual license subscription is \$39,000.

Event Approvals, Inc. Service Agreement

This Service Agreement ("SA"), including the General Terms and all applicable Service Descriptions, constitutes the complete agreement between Event Approvals, Inc. ("EPROVAL") and the City of Nashua, NH ("Customer") for the Services (as defined below). Customer agrees to subscribe to the following Services for the term and fees set forth below.

SUMMARY OF SERVICE FEES (all fees in USD and do not include applicable taxes)

Service Name	Quantity	Term	Cost	Total Fee
eproval eProfessional License with an unlimited number of Users. Supports 2 application types	1	3 year	(\$35,000 X 3 =105,000)	\$35,000
Implementation, Configuration, Training	1	One-time	waived	0
Single sign on authentication	1	One-time	0	0
Azure Cloud Hosting & Support	1	3 year	0	0
Add-on Modules:				
Payment & Invoicing	1	3 year	\$4,000	\$4,000
Scheduled Email Notification	1	3 year	0	
Calendar	1	3 year	0	0
Custom Development	-	-	\$225/hr	-
Service Fees for year 1				\$39,000

Both parties have read and agreed to the terms and conditions of this Agreement:

Event Approvals, Inc.

Suite 600, 777 Hornby Street
Vancouver, BC
V6Z 1S4
Canada

Customer: City of Nashua, NH

229 Main Street
Nashua, NH 03060
USA

Authorized
Signatory:

Name:

Date:

Authorized
Signatory:

Name:

Date:

EPROVAL - SERVICE AGREEMENT - TERMS AND CONDITIONS

- A. EPROVAL provides an application known as eproval which is an application for managing and administering events approvals and permitting as a service delivered over the Internet ("Services") to its Customers as more particularly described in Schedule A. The application underlying the Services is proprietary to EPROVAL.
- B. In conjunction with such Services, EPROVAL also provides Support to its Customers to allow them to use the Service.
- C. Customer desires to obtain such Services from EPROVAL.

1. DEFINITIONS

1.1 "Confidential Information" means any proprietary information relating to the business and technology of either party which is not generally available to third parties and which is treated by the parties, in accordance with their policies and applicable law, as confidential information or a trade secret and specifically includes the Services, either parties business processes, information about either parties customers or users in any manner, shape or form or other like information. For the purposes of this Agreement, a party disclosing Confidential Information is a Discloser and the party receiving Confidential Information is a Recipient. Confidential Information includes but is not limited to Input Data and the nature of the Services for the purposes of this Agreement but does not include information which is:

- (a) at the time of disclosure, or thereafter becomes part of the public domain without any violation of this Agreement by the Recipient;
- (b) already in the Recipient's possession before disclosure of such information to the Recipient by the Discloser;
- (c) following the Effective Date is furnished to the Recipient by a third party without that third party being in breach directly or indirectly of an obligation to the Discloser to keep such information secret confidential and secret;
- (d) developed independently by the Recipient without use of Discloser's Confidential Information as evidenced by reasonably detailed written records; and
- (e) disclosed as required by law.

1.2 "Customer" means City of **Nashua, NH**

1.3 "Effective Date" is the date that the Agreement is signed. It will be the latter date of the signature by EPROVAL or the Customer.

1.4 "Go Live Date" is a date mutually agreed by the Customer and EPROVAL when the Service is used in a live production environment.

1.5 "Input Data" means data inputted by Customer or Users into the Services via the Portal.

1.6 "Portal" means the online permitting website application in which the Services are provided.

1.7 "Renewal Date" is the date for yearly license renewals in subsequent years of the Agreement. It will be the day and month based on the Effective Date.

1.8 "Support" means technical support provided by EPROVAL to Customer relating to Customer's use of the Services, on a remote basis by telephone or e-mail or other electronic means, and optionally at the Customer's site, and is subject to the availability of support personnel and facility infrastructure services. Such support includes problem diagnosis, consultation, dial-in diagnosis services, and problem resolution with the Support levels defined in Schedule B.

1.9 "Users" means the user of the Services as authorized by Customer or who create accounts so they can use the Services.

2. SERVICES

2.1 EPROVAL will provide the Services to Customer in accordance with applicable laws and regulation. EPROVAL will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for:

- (a) planned downtime (and EPROVAL will give Customer at least 72 hours notice of such downtime and will attempt to schedule such downtime to the extent practicable during weekend hours from 6:00 p.m. Pacific time Friday to 3:00 a.m. Pacific time Monday), or
- (b) any unavailability caused by circumstances beyond EPROVAL's reasonable control.
- (c) Uptime guarantees of 99% outside of planned maintenance

2.2 EPROVAL will maintain the Services at EPROVAL's in accordance with EPROVAL's development methodology. Additionally, Customer will receive access to EPROVAL regular technology bulletin updates, access to an on-line knowledge base and may participate in training webinars.

2.3 Under no circumstances can Customer allow other commercial entities to access the Services except to the extent commercial entities use the Services as Users. Customer is prohibited from providing or repurposing the Services to other parties in any manner, including as a service bureau or application service provider.

2.4 Customer can make the Services available to as many users as it deems necessary.

2.5 The Customer agrees to not engage in any activity within its control that threatens the security of the Services. It is Customer's own responsibility to:

- (a) provide for its own access to the Internet, arrange for secure Internet access therefore and pay any service fees associated with such access;
- (b) be responsible for the accuracy, quality, integrity and legality of data inputted by Customer which is processed using the Services, including any Confidential Information;
- (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services to the extent reasonably within Customer's control, and notify EPROVAL promptly of any unauthorized access or use of which it has actual knowledge;
- (d) use the Services only in accordance with any documentation and applicable laws and regulations.

2.6 No other services are provided with the Service unless agreed to otherwise by EPROVAL and the Customer. The Services are provided on a software-as-a-services basis and accordingly as the Standard Offering set out in Schedule A. Any other service (including modifications, improvements, alterations or changes to the Standard Offering) shall be provided in connection with the terms set out in Schedule A and may be provided by written agreement or purchase order.

2.7 Violation of any of the terms of this Agreement or use of the Services in a way that breaches applicable law or regulation in any way entitles either party to terminate this Agreement. In the event of a breach, the non-breaching party will give the other party written notice of such breach. If such breach is not corrected in 30 days the non-breaching party may terminate this Agreement. PLEASE NOTE THAT BOTH PARTIES STRICTLY ENFORCE THIS POLICY AND MAY PROSECUTE ANY VIOLATION OF THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE BY LAW.

3. WARRANTY AND LIMITATION OF LIABILITY

3.1 EPROVAL will exercise due care in providing the Services, and will, at no extra charge to Customer, correct all errors where such errors are due solely to negligence on the part of employees of EPROVAL or deficiencies in the provision of Services. Customer shall make best efforts to call to notify EPROVAL of such errors within a reasonable timeframe.

3.2 EPROVAL will provide to Customer acceptable formats for the information to be inputted by Customer into the Service as Input Data.

3.3 EPROVAL will be responsible for general maintenance of the database underlying the Service (but not for the accuracy or completeness of the Input Data).

3.4 EPROVAL shall maintain backups of its database(s) in a commercially reasonable manner that will allow recovery of data in the event of data loss, damage, or destruction. The Customer will be responsible to maintain, under its care, adequate backup materials that will enable the regeneration of Input Data in the event of loss, damage or destruction thereof (including for example, all records required to be kept by regulation).

3.5 SPECIFIC EXCLUSION OF OTHER WARRANTIES - THE SERVICES ARE PROVIDED "AS IS, WHERE IS". OTHER THAN AS SET OUT SPECIFICALLY AS A WARRANTY IN THIS SECTION 3. EPROVAL DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE SERVICES WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, DURABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER PARTY IS LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OR LOSS OF PROFITS RESULTING FROM THE SERVICES (OR ANY THIRD PARTY GOODS OR SERVICES) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.6 Warranty of Title and Ownership - EPROVAL warrants, for the sole benefit of Customer, that it has all rights necessary to provide the Services to Customer. All proprietary and intellectual property rights, title and interest including copyright and trade secret rights in and to anything associated with the Services remains that of EPROVAL. EPROVAL warrants, for the sole benefit of Customer, that the Services do not infringe on third-party rights including intellectual property rights. If there is a breach of this warranty then EPROVAL shall indemnify and hold Customer (and its affiliates and each their elected officials, respective directors, officers, employees and agents) harmless against any claims, damages, expenses, suits and actions arising from or relating to the infringement of intellectual property and proprietary rights of third parties relating to the Services.

4. OWNERSHIP CONFIDENTIALITY AND USE LIMITATION

4.1 Ownership

- (a) Subject to the limited rights expressly granted under this Agreement, EPROVAL reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer under this Agreement other than as expressly set forth with respect to limited rights to use the Services. EPROVAL shall have no ownership interest in Input Data and Customer Confidential Information. EPROVAL shall promptly return all Input Data and Customer Confidential Information to Customer, or its designee, in a format usable by Customer.
- (b) Customer shall not (i) permit any third party to access the Services except as expressly permitted, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Customer's own internal non-publicly accessible networks or otherwise for Customer's own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

between EPROVAL and Customer, Customer exclusively owns all rights, title and interest in and to all of Input data or Customer Confidential Information.

4.2 Confidentiality - The following terms apply to Confidential Information and the ownership thereof.

- (a) All Confidential Information is owned by the respective parties. EPROVAL agrees not to use Input Data except when specifically authorized by Customer, and to treat all Customer data as confidential. Customer agrees to maintain the confidentiality of proprietary information identified as such by EPROVAL to the extent allowed by law.
- (b) Except to the extent required by law, neither party will, at any time whether before or after the termination of this Agreement, disclose, furnish, or make accessible to anyone any Confidential Information or permit the occurrence of any of the foregoing.
- (c) Except to the extent required by law, each party will hold in confidence and not disclose any Confidential Information of the other party. All Confidential Information will be maintained in confidence by the Recipient, will not be disclosed to any person or entity in any way except as provided in this Agreement, and will be protected with the same degree of care the Recipient normally uses in the protection of its own confidential and proprietary information, but in no case with any less degree than reasonable care.
- (d) The Confidential Information may be disclosed by the Recipient only to those employees, directors, officers, auditors or consultants of the Recipient having the need to receive such Confidential Information for the purposes of this Agreement, provided the recipients of such Confidential Information are already bound by written confidentiality and non-disclosure obligations similar to those undertaken by the Recipient under this Agreement. The Recipient shall immediately give notice to the Discloser of any unauthorized use or disclosure of the Confidential Information. The Recipient agrees to assist the Discloser in remedying any such unauthorized use or disclosure of Confidential Information.

To the extent the Recipient is required to disclose any Confidential Information pursuant to a valid subpoena or other applicable order by a governmental agency or judicial body or by operation of law, the Recipient will promptly notify the Discloser in writing of the existence, terms and circumstances surrounding such disclosure (except as prohibited by law) so that the Discloser may seek a protective order or other appropriate remedy from the proper authority. The Recipient agrees to reasonably cooperate with the Discloser in seeking such order or remedy at Discloser's cost and expense. The Recipient further agrees that if the Recipient is required to disclose any Confidential Information, the Recipient will furnish only that portion of the Confidential Information that is legally required and will reasonably cooperate with Discloser's efforts to obtain reliable, written assurances that confidential and legally compliant treatment will be accorded to such Confidential Information.

- (e) The obligations of confidence contained herein will survive termination or expiry of this Agreement.

4.3 References - Customer agrees that the fact of its use of the Services may be disclosed to others. Eproval will not use the City trademarks, logo or statement without prior written consent from the Customer's authorized representative.

5. REPRESENTATION AND INDEMNIFICATION

5.1 Indemnification by EPROVAL - EPROVAL has the right and all necessary permissions to provide the Services to the Customer. EPROVAL shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer, its elected officials, employees, or agents, by a third party alleging that the use of the Services infringes or misappropriates the intellectual property rights of a third party, and shall indemnify Customer, its elected officials, employees, and agents for any damages finally awarded against, and for reasonable attorney's

fees incurred by, Customer in connection with any such Claim; provided, that Customer (a) promptly gives EPROVAL written notice of the Claim; (b) cooperates with EPROVAL's defense and settlement of the Claim; and (c) provides to EPROVAL all reasonable assistance, at EPROVAL's expense.

5.2 Insurance

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

- Comprehensive General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate;
- Cyber Liability insurance in the amount of \$3,000,000 per incident, covering the City of Nashua's cost for computer and data loss restoration, notification costs, credit monitoring, and liability to third parties from the EPROVAL's failure to handle, manage, store and control personally identifiable information.

Above requirements can be met with a combination of underlying and umbrella/excess liability coverage.

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

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

EPROVAL will provide the City with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City 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 policies must name the **City of Nashua as an additional insured and reflect as such on the certificate of insurance**. All policies shall contain a waiver of subrogation in favor of the City and its officers, directors, employees, volunteers and agents. EPROVAL is responsible for filing updated certificates of insurance with the City's Risk Management Department during the life of the contract -

- EPROVAL shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers.
- Subcontractors are subject to the same insurance requirements as EPROVAL and it shall be EPROVAL's responsibility to ensure compliance.
- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, EPROVAL must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.

of the requirements as to types and limits to be maintained by EPROVAL are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by EPROVAL under this contract and the EPROVAL 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.
- EPROVAL is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or part by EPROVAL or anyone employed, directed, or supervised by EPROVAL.

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

6. TERM

6.1 Term – This Agreement is for 3 years, commencing upon issuance of a PO or the execution of this Agreement. This Agreement is subject to approval by the City of Nashua Board of Aldermen. At the option of Customer, it may renew for a successive three (3) year term on mutual written agreement. Eproval may apply an inflationary adjustment of 3% for each year after the first year term.

6.2 Termination - Customer shall have the right to terminate this Agreement upon giving thirty (30) days' notice to EPROVAL. Upon termination under this Section 6.2, EPROVAL shall refund Customer any prepaid fees covering the period after the effective date of termination.

6.3 Default and Remedies. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity.

6.4 Refund for Termination of Agreement for cause – If this Agreement is terminated for cause by Customer, then EPROVAL shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. In the event of early termination by Customer for cause, EPROVAL shall be paid for Services rendered to the date of termination, subject only to the satisfactory performance of EPROVAL's obligations under this Agreement. Such payment shall be EPROVAL's sole right and remedy for such termination.

6.5 Input Data - Following termination of the Agreement, EPROVAL will provide read-only access to Input Data in a format usable by Customer for a period of three months without charge. After such period, EPROVAL shall have no obligation to maintain or provide any of Input Data and may, unless legally prohibited, delete all of Input Data in EPROVAL's systems or otherwise in EPROVAL's possession or control.

7. PAYMENTS

- 7.1 Invoicing - EPROVAL will invoice Customer on the Effective Date for year 1 of this Agreement and due immediately upon receipt. EPROVAL will invoice Customer 30 days in advance of the Renewal Date for subsequent years of this Agreement and are payable NET 30.
- 7.2 Disputed Invoices - In the event of a disputed invoice, Customer may withhold payment and EPROVAL will continue to perform during the pendency of the good faith dispute.

8. GENERAL

- 8.1 This Agreement contains the whole agreement between EPROVAL and the Customer relating to the Services.
- 8.2 EPROVAL may assign this Agreement only after written consent from Customer, which shall not be unreasonably withheld.
- 8.3 Upon 30 days' notice to Customer and upon written consent by Customer, EPROVAL reserves the right at all times to vary the conditions of this Agreement or change the operation of the Services. The Services may change in the normal course of business in the same manner as all SAAS implementations are changed, improved or modified in a developer's standard development cycle; provided, the Services shall provide substantially similar functionality to the Customer. If Customer does not agree to such variation or changes, Customer may terminate this Agreement without penalty to either party.
- 8.4 EPROVAL reserves the right to suspend the Services for repair, maintenance, and/or upgrade work. Unless EPROVAL cannot do so for security or other reasons beyond our reasonable control, EPROVAL will give Customer reasonable notice of such suspension a minimum of 72 hours prior to the suspension of Services.
- 8.5 This Agreement is governed by the laws of the State of New Hampshire and the City of Nashua. The venue for actions arising out of the Agreement is the State of New Hampshire.
- 8.6 The parties acknowledge that each is an independent contractor and nothing in this Agreement constitutes a joint venture or partnership and neither party has the right to bind nor act for the other as agent or in any other capacity.
- 8.7 The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.
- 8.8 This Agreement may not be modified, altered, or amended except by written instrument duly executed by both parties.
- 8.9 If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute, court decision or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.
- 8.10 All provisions of this Agreement that by their nature would reasonably be expected to continue after the termination of this Agreement will survive the termination of this Agreement.
- 8.11 **INTERLOCAL COOPERATIVE CONTRACTING:** Other governmental entities within the State may be extended the opportunity to purchase off of the City's solicitation, with the consent and agreement of the successful vendor(s) and the City. Such consent and agreement shall be conclusively inferred from lack of exception to this clause in vendor's response. However, all parties indicate their understanding and all parties hereby expressly agree

that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

SCHEDULE A - eProfessional Implementation

1. Features

The following tasks & deliverables will be part of the eproval Service for the Customer ("Standard Offering") and will be implemented before the Go Live Date.

a) Access to Version 4.20 of the eproval Portal

- Availability: Access to the Portal will be available on a 24/7 basis.
- URL: A custom URL will be set up to access the Portal.
- User Licenses: An unlimited number of Users can access the Portal.
- Compatibility: The Portal will consist of a fully responsive design compatible with most browsers on computers, mobile phones and tablets. The only requirement is an active Internet connection.
- Sandbox: A sandbox Portal will be set up for the purposes of testing and training.
- Hosting: Portal Hosting will be with the Microsoft Azure cloud hosting platform at the West Central US Data Center in Wyoming.
- Support portal & help documentation.

b) Implementation, Configuration and Training

- Implementation:
 - Version 4.20 of the Portal will be implemented as a standalone version on dedicated Azure resources.
 - There will be isolated development and production environments.
 - 2 application types will be supported at this product Tier.
 - 2 approver workflow will be configured.
- Branding:
 - The font, button and background colors in the header, title bar and footer.
 - A logo provided by the Customer.
 - Email template design provided by the Customer.
- System configuration:

-
- external communication required to support the special event process.
 - Wording on all pages of the Portal.
 - Wording in all auto-generated emails.
 - Initial setup of all application questions for Film and Special Event Permit applications.
 - Initial setup of all survey questions.
 - Initial setup of all Administrators and Stakeholder Agencies.
 - Initial setup of all email notifications.
 - Initial setup of fields that are copied when an application is duplicated.
 - City will require a Configuration system email (example: SendGrid account) to relay with Customer's SMTP mail server.
 - Production URL.
 - Security certificate for the production URL.

- Training:

- All training sessions will be accomplished online using Zoom meetings.
 - Training will include all systems and tools for Administrators and Approvers.

c) Add-on Modules include the following:

- Scheduled Email Notification
- Calendar
- Payment & Invoicing

2. Additional items beyond EPROVAL Service scope

Any services in connection with customizing, modifying or changing the Services beyond as set out in Standard Offering features will be provided on a time and materials basis at EPROVAL's rate of \$225/hour.

Schedule B – Support Level Definition

All Customer requests for Support shall be managed as described below. The degree of EPROVAL's responsiveness ("Severity") shall be based on the nature of the initial Customer Support request. The Customer will always make every effort to respond in a timely fashion to requests from EPROVAL for assistance in providing Support.

1. Normal Support Hours

EPROVAL will provide phone and email support Monday to Friday between the hours of 7am and 5pm (Pacific Time).

EPROVAL will provide email support outside of normal business hours, 7 days per week.

2. Response Times

EPROVAL will make commercially reasonable efforts to respond to and provide updates according to the priority of the support request as defined by the Customer shown in the table below.

Priority	Criteria	Response Times	Status Updates
Critical	A Customer detected critical Services error that renders the entire live EPROVAL production system, or an essential part of it, inoperable or "down".	One (1) business hour.	Every two business hours until the closure of the support request.
Medium	A Customer detected non-critical Services error in a module of the live EPROVAL production system, which impairs system operation but does not render it "down". Non-critical Services errors exclude cosmetic, documentation, or reporting problems, and also questions regarding the operation of the Services, its installation or training.	Four (4) business hours.	Every business day until the closure of the support request.
Routine	All other Support requests not described above.	Two (2) business days.	Every two business days until the closure of the support request.

3. Chargeable Service

If the Critical support service is used by the Customer for non-critical support then the service is chargeable at EPROVAL's hourly support service rate of \$225/hour USD.



City of Nashua

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

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

August 26, 2026
Memo #27-135

TO: Mayor Donchess
Finance Committee

SUBJECT: Purchase of a Ford Transit Van in the amount not to exceed \$77,277.28 funded from
CERF/ 81- Capital Outlay/Improvements

Please see attached communications from Adam Pouliot, Assistant Fire Chief, dated August 17, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase of one (1) AWD Ford Transit van to be utilized by the Training/Safety Division of Nashua Fire Rescue
Value: \$77,277.28
Department: 152 Fire Rescue
Vendor: Grappone Ford and Global Public Safety
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

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

Regards,

Amy Girard
Purchasing Manager

Cc: A Pouliot
K Conde
T Cummings



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

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

To: Chief of Department Steve Buxton
From: Assistant Fire Chief Adam Pouliot
Date: August 17, 2026
RE: Training/Safety Division vehicle replacement

Chief Buxton,

I am requesting permission to move forward with the replacement of a Training/ Safety Division vehicle as per the Capital Equipment Reserve Fund (CERF) schedule. Within this schedule this vehicle is due for replacement in FY27.

The new vehicle will be an AWD Ford Transit Van with seating for 12. The vehicle it is replacing is an F150 Super Crew Cab pickup truck. The division has consistently needed a vehicle that can transport members to training, especially during the annual recruit school process. Replacing the pick-up truck with a transit van will allow us the flexibility of moving groups of our members and still carrying all of the emergency equipment that is needed.

Attached you will find pricing for the replacement vehicle and the associated equipment for the vehicle fit-up. The total needed from the CERF schedule for this vehicle is **\$75,026.49**

- Vehicle Purchase
 - Grappone Ford per NH Government Bid Pricing (\$64,682)
- Emergency Lighting, Siren, and Graphics
 - Global Public Safety LLC of Bedford NH (\$10,344.49)

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

Respectfully Submitted,

Adam Pouliot
Assistant Fire Chief



City of Nashua

Energy Manager/ Sustainability Department
229 Main Street - Nashua, NH 03060

(603) 589-3265

Date: 8/26/2026

To: City of Nashua Finance Committee
From: Doria Brown
Subject: Fire Department Vehicle Purchases

Dear Members of the Finance Committee,

The Sustainability Department supports the Fire Department's proposed purchase of a Ford F-250 and Ford Transit Van in place of electric alternatives for these specific applications.

The Sustainability Department remains strongly supportive of transitioning the City's fleet to electric vehicles wherever operationally and financially feasible. As part of that effort, we encourage departments to evaluate electric alternatives when replacing or purchasing vehicles. In this case, however, currently available electric options do not adequately meet the Fire Department's operational needs at a reasonable cost.

The Ford F-250 will be used for towing vehicles and equipment, which requires both significant towing capacity and sufficient driving range while under load. While electric pickup trucks are available, identifying an option that provides the necessary towing capability while maintaining the range required for Fire Department operations remains challenging. Comparable electric options are also significantly more expensive.

For the Ford Transit Van, Ford does offer the E-Transit; however, the available electric configuration does not provide a comparable replacement that meets the Fire Department's specific operational and range requirements.

For these reasons, the Sustainability Department supports the purchase of the Ford F-250 and Ford Transit Van at this time. This recommendation should not be interpreted as a shift away from the City's fleet electrification goals. Rather, it reflects the importance of electrifying vehicles where the technology can effectively meet the operational needs of the department.

As electric vehicle technology, range, towing capabilities, and vehicle availability continue to improve, the Sustainability Department will continue working with the Fire Department and other City departments to identify appropriate opportunities for future fleet electrification.

Thank you for your time and consideration. I am available to discuss this matter further if required.

Respectfully,

Doria Brown, Energy Manager



City of Nashua – Sustainability

Phone: 603-589-3265 Email: brownd@nashuanh.gov



Preview Order N525 - X9C 350 Med Roof Pass AWD: Order Summary Time of Preview: 07/07/2026 15:59:04 Receipt: 7/7/2026

Dealership Name: Grappone Ford

Sales Code : F11300

Dealer Rep.	Nicholas Berner	Type	Fleet	Vehicle Line	Transit	Order Code	N525
Customer Name	NASHUA FIRE	Priority Code	J3	Model Year	2027	Price Level	715

DESCRIPTION	MSRP	DESCRIPTION	MSRP
X9C0 T350 MR PASS XL AWD	\$65180	2WAY DRV/PASS PALAZZO VINYL	\$0
148" WHEELBASE	\$0	50 STATE EMISSIONS	\$0
TOTAL BASE VEHICLE	\$65180	SPARE TIRE AND WHEEL	\$300
RACE RED	\$0	CONN PKG: 1 YR INCL W/FORD APP	\$0
VINYL	\$0	FRONT OVERHEAD SHELF	\$75
DARK PALAZZO GRAY	\$0	EXTND LENGTH RUNNING BOARDS	\$655
PREFERRED EQUIPMENT PKG.301A	\$0	PRICE CONCESSION INDICATOR	\$0
.XL TRIM	\$0	REMARKS TRAILER	\$0
3.5L ECOBOOST V6 (GAS)	\$2800	2 ADDITIONAL KEYS	\$75
.10-SPEED TRANSMISSION	\$0	VIRTUAL REARVIEW MIRROR	\$750
.235/65R16C BSW ALL-SEASON	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
3.73 LIMITED SLIP AXLE	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
JOB #1 ORDER	\$0	FUEL CHARGE	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
FRONT LICENSE PLATE BRACKET	\$0	PRICED DORA	\$0
253 DEGREE OPENING	\$95	ADVERTISING ASSESSMENT	\$0
9550# GVWR PACKAGE	\$0	DESTINATION & DELIVERY	\$2395
PRICE INCLUDES ALL DISCOUNTS AND INCENTIVES AS OF 7.7.26=\$64,682 QUOTE VALID FOR 30 DAYS			MSRP
TOTAL BASE AND OPTIONS			\$72325
DISCOUNTS			NA
TOTAL			\$72325

ORDERING FIN: QC713 END USER FIN: QC713

INCENTIVES

DISCOUNTS:

Acc. Code ID :10 Contract/Ref # :04-693V Bid Date :05/11/26State : NH

\$-1700.00

Customer Name:
Customer Address:

Customer Email:
Customer Phone:



Sales Quote

July 10, 2026

Q-248638

Sold To:
Nashua Fire Department
70 E Hollis St
Nashua NH 03060-6307
USA

Global Public Safety- Bedford
276 Rt 101
Bedford, NH 03110

Salesperson: Shirley Breen

Your Reference:
Bill-to Customer No.: C08740
Bill-to Customer Email: vendorapinvoices@nashuanh.gov

Vehicles					
Vehicle ID	VIN	Tag	Year	Stock/Unit Number	Make/Model
2027 TRANSIT VAN- NASHUA FD			2027		Ford/Transit

Details				
No.	Description	QTY	Unit Price	Line Total
	State Contract GBPC		0.00	
DECAL-FULL KIT	FULL VEHICLE GRAPHICS & Rear Chevrons	1	1,345.00	1,345.00
	Front of Vehicle		0.00	
MPS62U-RW	MicroPulse 12 LED Dual Color, Red/White-Grill	4	213.45	853.80
MISC	Custom ILS Interior lightbar, 10 lamp, Non FSJoin; Red/ White- Not on contract	1	2,050.00	2,050.00
LABOR-INSTALLATION	Installation	1	250.00	250.00
ES100C	DynaMax®/ES100C 100W Siren Speaker	1	376.49	376.49
ESB-U	Kit, ES100 Universal Mounting Bracket	1	32.44	32.44
	Side of Vehicle		0.00	
MPS62U-RW	MicroPulse 12 LED Dual Color, Red/White-Front & rear fender	4	213.45	853.80
MPS1220U-RW	MICROPULSE,ULTRA,DUAL,RED/WHT-Mount high on side of vehicle	4	225.08	900.32
	Rear of Vehicle		0.00	
MPS1220U-RW	MICROPULSE,ULTRA,DUAL,RED/WHT- Rear doors	2	225.08	450.16
CNSMJ8R-F1C	CNSMJ8R,STOCKED- R/A-Above rear door	1	1,279.45	1,279.45
CNSM-UM	Mounting Kit For the CN SignalMaster	1	43.46	43.46
ETFBSSN-P	Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s.	1	88.59	88.59



City of Nashua

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

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

August 26, 2026
Memo #27-136

TO: Mayor Donchess
Finance Committee

SUBJECT: Purchase of a Ford F250 Super Duty truck in the amount not to exceed \$98,630.88
funded from CERF/ 81- Capital Outlay/Improvements

Please see attached communications from Adam Pouliot, Assistant Fire Chief, dated August 17, 2026, for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase of one (1) Ford F250 Super Duty pickup truck with the necessary upfits for the Deputy Chief
Value: \$98,630.88
Department: 152 Fire Rescue
Vendor: Grappone Ford, Global Public Safety, Iconic Elements Inc., Knox Company, and Ocean State Signal Co.
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

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: A Pouliot
K Conde
T Cummings



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

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

To: Chief of Department Steve Buxton
From: Assistant Fire Chief Adam Pouliot
Date: August 17, 2026
RE: Deputy Chief vehicle replacement

Chief Buxton,

I am requesting permission to move forward with the replacement of the Deputy Chief vehicle, as per the Capital Equipment Reserve Fund (CERF) schedule. Within this schedule this vehicle is due for replacement in FY27.

The new vehicle will be an F250 Super Duty pickup. It will be fitted with a slide-in utility box and outfitted with graphics and emergency lighting. The current Deputy vehicle will be placed in reserve status and will be used during large scale incidents and when breakdowns and maintenance occur with the primary vehicle.

Attached you will find pricing for the replacement vehicle and the associated equipment for the vehicle fit-up. The total needed from the CERF schedule for this vehicle is **\$95,758.14**

- Vehicle Purchase
 - Grappone Ford per NH Government Bid Pricing (\$53,396)
- Emergency Lighting, Siren, and Graphics
 - Global Public Safety LLC of Bedford NH (\$19,026.14)
- Slide- In Utility Box
 - Iconic Elements Inc, Cambridge Ontario (\$18,111)
- Other:
 - Knox Company, for key holding system (\$1,425)
 - Ocean State Signal for traffic preemption system (\$3,800)

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

Respectfully Submitted,

Adam Pouliot
Assistant Fire Chief



City of Nashua

Energy Manager/ Sustainability Department
229 Main Street - Nashua, NH 03060

(603) 589-3265

Date: 8/26/2026

To: City of Nashua Finance Committee
From: Doria Brown
Subject: Fire Department Vehicle Purchases

Dear Members of the Finance Committee,

The Sustainability Department supports the Fire Department's proposed purchase of a Ford F-250 and Ford Transit Van in place of electric alternatives for these specific applications.

The Sustainability Department remains strongly supportive of transitioning the City's fleet to electric vehicles wherever operationally and financially feasible. As part of that effort, we encourage departments to evaluate electric alternatives when replacing or purchasing vehicles. In this case, however, currently available electric options do not adequately meet the Fire Department's operational needs at a reasonable cost.

The Ford F-250 will be used for towing vehicles and equipment, which requires both significant towing capacity and sufficient driving range while under load. While electric pickup trucks are available, identifying an option that provides the necessary towing capability while maintaining the range required for Fire Department operations remains challenging. Comparable electric options are also significantly more expensive.

For the Ford Transit Van, Ford does offer the E-Transit; however, the available electric configuration does not provide a comparable replacement that meets the Fire Department's specific operational and range requirements.

For these reasons, the Sustainability Department supports the purchase of the Ford F-250 and Ford Transit Van at this time. This recommendation should not be interpreted as a shift away from the City's fleet electrification goals. Rather, it reflects the importance of electrifying vehicles where the technology can effectively meet the operational needs of the department.

As electric vehicle technology, range, towing capabilities, and vehicle availability continue to improve, the Sustainability Department will continue working with the Fire Department and other City departments to identify appropriate opportunities for future fleet electrification.

Thank you for your time and consideration. I am available to discuss this matter further if required.

Respectfully,

Doria Brown, Energy Manager



City of Nashua – Sustainability

Phone: 603-589-3265 Email: brownd@nashuanh.gov



Preview Order N525 - W2B 4x4 Crew Cab SRW: Order Summary Time of Preview: 05/26/2026 12:17:34 Receipt: 5/26/2026

Dealership Name: Grappone Ford

Sales Code : F11300

Dealer Rep.	Nicholas Berner	Type	Fleet	Vehicle Line	Superduty	Order Code	N525
Customer Name	Nashua fire	Priority Code	H3	Model Year	2027	Price Level	715

DESCRIPTION	MSRP	DESCRIPTION	MSRP
F250 4X4 CREW CAB PICKUP/160	\$52990	50 STATE EMISSIONS	\$0
160 INCH WHEELBASE	\$0	PRO POWER ONBOARD - 400W	\$225
TOTAL BASE VEHICLE	\$52990	SPARE TIRE AND WHEEL	\$0
RACE RED	\$395	TRAILER BRAKE CONTROLLER	\$300
MEDIUM DARK SLATE	\$0	JACK	\$0
PREFERRED EQUIPMENT PKG.600A	\$0	WHEEL WELL LINERS FRONT & REAR	\$325
.XL TRIM	\$0	SPLASH GUARDS - FRONT	\$130
.AIR CONDITIONING -- CFC FREE	\$0	SPLASH GUARDS - REAR	\$0
.AM/FM STEREO MP3/CLK	\$0	UPFITTER SWITCHES	\$250
.7.3L DEVCT NA PFI V8 ENGINE	\$0	350 AMP ALTERNATOR	\$0
.10-SPEED AUTO TORQSHIFT-G	\$0	TOUGH BED SPRAY IN BEDLINER	\$650
3.73 ELECTRONIC-LOCKING AXLE	\$430	DUAL BATTERY	\$210
JOB #1 ORDER	\$0	CONN PKG:1 YR INCL W/FORD APP	\$0
FORD FLEET SPECIAL ADJUSTMENT	\$0	SECURITY PACKAGE: 1 YR INCL	\$0
FRONT LICENSE PLATE BRACKET	\$0	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
STX APPEARANCE PACKAGE	\$3115	SPECIAL FLEET ACCOUNT CREDIT	\$0
.LT275/65R20E BSW ALL-TERRAIN	\$0	FUEL CHARGE	\$0
.DARK CARBONIZED ALMNM-20" WHL	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.CLOTH 40/20/40 SEAT	\$0	PRICED DORA	\$0
PLATFORM RUNNING BOARDS	\$445	ADVERTISING ASSESSMENT	\$0
10000# GVWR PACKAGE	\$0	DESTINATION & DELIVERY	\$2795
TOTAL BASE AND OPTIONS			MSRP \$62260
DISCOUNTS			NA
TOTAL			\$62260

PRICE INCLUDES ALL DISCOUNTS AND
INCENTIVES AS OF 8.26.26=\$52,697
\$699 HEATED SEATS=\$53,396
QUOTE VALID FOR 30 DAYS

ORDERING FIN: QC713 END USER FIN: QC713

Customer Name:

Customer Email:



Sales Quote

August 18, 2026

Q-248631

Sold To:
Nashua Fire Department
70 E Hollis St
Nashua NH 03060-6307
USA

Global Public Safety- Bedford
 276 Rt 101
 Bedford, NH 03110

Salesperson: Shirley Breen

Your Reference:
 Bill-to Customer No.: C08740
 Bill-to Customer Email: vendorapinvoices@nashuanh.gov

Vehicles					
Vehicle ID	VIN	Tag	Year	Stock/Unit Number	Make/Model
2027 F-250- NASHUA FD			2027		Ford/F-250

Details				
No.	Description	QTY	Unit Price	Line Total
	State Contract GBPC		0.00	
GRAPHICS	GRAPHICS W/ CHEVRONS	1	1,345.00	1,345.00
	Front of Vehicle		0.00	
MPS62U-RW	MicroPulse 12 LED Dual Color, Red/White-Grill	4	213.45	853.80
VALR51J-F2H	VALR51J,CONFIGURED- R/W Front, R/A Rear	1	3,576.83	3,576.83
ES100C	DynaMax®/ES100C 100W Siren Speaker	2	376.49	752.98
ESB-U	Kit, ES100 Universal Mounting Bracket	2	32.44	64.88
	Side of Vehicle		0.00	
MPS62U-RW	MicroPulse 12 LED Dual Color, Red/White-Front & rear Fenders	4	213.45	853.80
MPS122U-RW	MicroPulse 24 LED Dual Color, Red/White-Upper side of Cap	4	237.32	949.28
MPSM12U-SPACRKT	MicroPulse Rubber Mount Wedges	3	23.26	69.78
	Rear of Vehicle		0.00	
DR4-RBA	4-FT Dynaflare R/B/A- Top of cap- Not on Contract	1	1,157.00	1,157.00
LABOR-INSTALLATION	Installation of Dynaflare	1	250.00	250.00
MPS62U-RW	MicroPulse 12 LED Dual Color, Red/White-2 Side of rear doors,2- under tailgate area	4	213.45	853.80
ETFBSN-P	Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s.	1	88.59	88.59

Sales Quote Q-248631

August 18, 2026

Page 2 / 3

	Console/ MDT/ System/ Radio		0.00	
C-VSW-2400-F150-1	Vehicle-Specific 24" Wide Flat Console For 2021-2025 Ford F-150 Police Responder	1	721.84	721.84
C-ARM-102	Side Mount Armrest	2	67.45	134.90
CUP2-1004	4", Self-Adjusting Double Cup Holder (Fixed Mount)	1	43.88	43.88
C-LP2-USB-BL2	2", Faceplate w/2 Lghtr Outlets, w/1 USB-C & USB Type A Chgr & 2 Blanks Covers	1	83.01	83.01
C-APW-1390	13" Accessory Pocket, 9." Deep For 3.3"W Section Of Wide Consoles	1	42.73	42.73
PF400QS17B	SIREN,400WATT,Q-TONE,17BTN	1	2,171.65	2,171.65
EXPMOD32	Pathfinder, 32-Channel Expansion Module	1	352.95	352.95
OBD-CABLE8-6	25-ft OBDII interface cable, for use on 2025 Ford Police Interceptor Utility	1	161.85	161.85
RBKIT2-COMPACT	Pair of Rumbler® Compact low frequency speakers for use with sirens	1	425.10	425.10
RBC2-FRD15ND	Pair of Compact, no drill, passenger/driver side bracket Ford F150 Truck	1	50.05	50.05
CUSTOMER ITEM	Agency supplied Radio	2	225.00	450.00
NMOKHFUD25	Larsen Mobile Antenna 0-6000 MHz 3 4 Mount Antenna	2	35.00	70.00
ROOF-FT-NITI-M	Flexi-whip mast only, field or factory tuned from 136 MHz-1 GHz	2	70.00	140.00
	Items below not on contract		0.00	
PKG-TAB4-APP1N	DS-TAB-401 Docking Station, TC-402 Tablet Case, & Havis DC Power Supply for Apple iPad Pro 13"	1	1,025.00	1,025.00
C-MD-401	Pedestal Ball Mount, 7" Tall	1	91.20	91.20
LABOR-INSTALLATION	Installation for Docking station	1	175.00	175.00
	Misc.		0.00	
091-55-20-120-RD	SUPER AUTO EJECT 120 VOLT AC 20 AMP W/ RED COVER	1	521.11	521.11
091-207-12-IND	LPC 20, w/Bar Graph Display	1	925.13	925.13
2857044	Rainguard; Ventvisor®; Low Profile; Outside Channel With Tape-On; Matte Black; Acrylic; Set Of 4	1	125.00	125.00

Sales Quote Q-248631

August 18, 2026

Page 3 / 3

4410511V	Weathertech Floorliner for 2024 Ford F-250 front driver & passenger black.	1	125.00	125.00
SHOP SUPPLY	Shop Supply	1	375.00	375.00

Subtotal: 19,026.14**Total Tax: 0.00****Total: 19,026.14**

Amount Subject to Sales Tax
Amount Exempt from Sales Tax

0.00
19,026.14

Terms and Conditions,

Quotes are good for 60 days. By signing this document, you are acknowledging that you have verified the descriptions and specifications of the products listed on this quote. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Cancellation of Order

No cancellation of any Order(s) by the Customer shall be effective unless written notice thereof is given to Global Public Safety before the Equipment is delivered to the Customer and unless Global Public Safety agrees to accept such cancellation in which event the Customer shall pay to Global Public Safety immediately on presentation of invoice, a cancellation charge of 25% of the price agreed for the delivery and installation of such Equipment.

In the event a customer cancels an Order(s) for any customized Product which has been accepted by Global Public Safety or due to Supplier cancellation of vehicle(s) order. The buyer shall still be liable for the full payment of the Purchase Price.

REMIT TO: Global Public Safety, LLC
PO Box 69276
Baltimore, MD 21264-9276



Iconic Elements Inc.
1250 Franklin Blvd
Unit 3A
Cambridge, ON N1R 8B7
Canada

Ph: 877-890-9142

Fax:

Quote

ID: 54479

Date: 02-Jul-26

To

CASH SALE, QUOTED IN USD

Quote To

PLEASE FILL IN THE ADDRESS HERE

Terms		Ship Via		Salesperson
Due on Receipt		CALL CUSTOMER		MITCH
Quantity	Description	Unit Price		Amount
	Reference: APouliot070226			
	Line: 001 Part: 0202-3039 X-ONE, REG BOX, 6 DOORS X ONE CAP, CROSSBOX - REG BOX (6FT BOX APPROX) 6 DOOR CAP TRUCK INFORMATION: Make - Ford Model - F-250 Year - 2027 Bed Length - Regular CONFIGURATION: Configuration - Six Doors Cross Box - Include Length - Long (Remove Tailgate) Height - Additional 5" EXTERIOR ACCESSORIES: Exterior Color - Semi-Gloss Black Door Handle Color - Chrome Ladder Rack - None Ladder Rack Color - N/A INTERIOR ACCESSORIES: LED Lighting- Yes (Interior Boxes Only) MAIN BOX Bed Slides- 75% Extension (1500lbs Capacity) FRONT CROSS BOX: Accessories- Shelf w/Two Drawers*	Expiration Date: 09-Jul-26 Rev:		



Iconic Elements Inc.
1250 Franklin Blvd
Unit 3A
Cambridge, ON N1R 8B7
Canada

Ph: 877-890-9142

Fax:

Quote

ID: 54479

Date: 02-Jul-26

To

CASH SALE, QUOTED IN USD

Quote To

PLEASE FILL IN THE ADDRESS HERE

Terms		Ship Via		Salesperson
Due on Receipt		CALL CUSTOMER		MITCH
Quantity	Description	Unit Price	Amount	
1	Cross Box Shelf with 2x Drawers Below SIDE BOX: Adjustable Shelves- Standard ea	\$18,111.00	\$18,111.00 U.S. Dollar	
Customer name: Adam Pouliot Customer email: pouliota@nashuanh.gov Customer phone number: (603) 589-3475 Company name: Company address: Tax ID/SSN: SHIP TO Business name for shipping address: Receiver's phone number: Address: City/town: State/Province: Zip/Postal: Industry: Fire . *** LTL/SKID FREIGHT IS QUOTED WITH FORKLIFT UNLOAD AT DELIVERY *** Terms: 1) FOB Iconic Elements Cambridge, ON, unless otherwise stated in quote email. 2) Credit terms for approved accounts - 30 Days ROG (receipt of goods) 3) New accounts approved based OAC - credit app request available from accounting@iconicmetalgear.com 4) Pricing excludes applicable shipping & taxes		Total:	\$18,111.00	



Iconic Elements Inc.
1250 Franklin Blvd
Unit 3A
Cambridge, ON N1R 8B7
Canada

Ph: 877-890-9142

Fax:

Quote

ID: 54479

Date: 02-Jul-26

To

CASH SALE, QUOTED IN USD

Quote To

PLEASE FILL IN THE ADDRESS HERE

Terms		Ship Via		Salesperson
Due on Receipt		CALL CUSTOMER		MITCH
Quantity	Description	Unit Price		Amount
	5) Quote based on provided information only, Iconic has the right to re-quote based on additional information or requirements. 6) Only details of products/services on this quote are included, any details not described specifically are not included in pricing or leadtime. 7) Iconic MetalGear toolboxes are water resistant and come with a 1 year limited warranty. 8) 20% re-stocking fee to all Iconic MetalGear STANDARD products, this DOES NOT include custom products, or Iconic X products like X-One's. 20% restocking fee applies when: upon approved, non damaged or marked, able to re-sell, brand new condition standard products. Can only apply with-in a 30 day period from shipping date. Standard products are only products that are in stock, on the shelf. 9) Please advise prior to ordering if any critical details are missed or not noted. Drawings to be signed-off by customer prior to mfg. 10) Lead-times are estimated and are subject to change without notice. 11) All mounting hardware is sold separately unless otherwise noted on the quote. 12) Custom work/products are subject to a 50% deposit. 13) Design work only done for actual orders, no design work is done for quotes. 14) A 10% cancellation for custom order may apply, for work completed ie: design work. Once work has commenced on shop floor, all deposit is non-refundable. 15) Lead time is based from date drawing is signed off by customer. Not from quote approval date. 16) All orders are subject to applicable tariffs, which are the responsibility of the purchaser. The tariff rate will be calculated and applied based on the current status. A formal "Tariff Acknowledgment/Agreement" MAY BE required to be signed before the order is finalized and/or shipped. 17) All documentation, communication, and support from Iconic are provided in English only. 18) Pricing reflects current trade conditions. Any changes to tariffs or import duties prior to shipment may be applied.			



SOLE SOURCE LETTER

TO: Adam Pouliot
603-589-3475
AdamP@nashuanh.gov

Nashua Fire Rescue

RE: **ICONIC X-ONE Drop-in Truck Pack**

To Whom It May Concern:

This letter is to confirm that the Iconic X-ONE Drop-in truck pack is a sole source product, manufactured, sold and distributed exclusively by Iconic Elements Inc. No division of Iconic Elements Inc., nor any other company, makes a similar or competing product. This product must be purchased directly by agencies/organizations from Iconic Elements at the address listed below. There are no agents or dealers authorized to represent this product.

The X-ONE is a truck pack uniquely and exclusively designed to offer customers top quality, longevity and security. What sets Iconic aside from competitive options/applications is the design, materials and craftsmanship that goes into each product. Made from 100% marine grade aluminum – fully welded, lightweight, sustainable, and non-corroding; thicker material used - 0.125" vs. competition at 0.060-0.100"; high quality stainless steel hardware/components; and color finish options. The pack is built to work without removing the tailgate, which provides additional security and easy access. More importantly we build to suit - tailored for each truck and specific application vs. one size fits all.

The product is only manufactured and sold by Iconic Elements Inc. in Ontario, Canada. I trust this is satisfactory, and if you need anything else please do not hesitate to contact us.

Best,

Jamie Podovinnikoff

CEO / COO



Knox Company
1601 W Deer Valley Rd
Phoenix AZ 85027
United States

Quote# QT-KA-77667

QUOTED TO:

CUS109389
NASHUA CITY FIRE DEPT
229 MAIN ST
NASHUA NH 03061
UNITED STATES
HILLSBOROUGH

SHIP TO:

NASHUA CITY FIRE DEPT
229 MAIN ST
NASHUA NH 03061
UNITED STATES
HILLSBOROUGH

Valid Through	Sales Rep	Terms	PO #	Shipping Method
12/26/2026	Ralph Orta	PP - Prepaid		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount
KS-6K2	KeySecure® 6, SUPPORTS 1 eKEY, 1 MSTR KEY	1	EA	\$1,302.00	\$1,302.00

Installation Address:

Primary System Code Role: PS-46-0009-02-86-EKY01

90034-KS5KS6	REPAIR TECH LOCK, KeySecure® 5/6	1	EA	\$0.00	\$0.00
--------------	----------------------------------	---	----	--------	--------

Installation Address:

Primary System Code Role: PS-46-0009-02-86-RTB01

KLS-MB-60	MOUNTING BRACKET 60° ANGLE, KeySecure® 5 & 6	1	EA	\$87.00	\$87.00
-----------	--	---	----	---------	---------

Installation Address:

Primary System Code Role: PS-46-0009-02-86-BOXES

Memo: Purchase order required for order processing.

Subtotal	\$1,389.00
Tax Amount	\$0.00
Shipping and Handling	\$36.00

Total \$1,425.00



QT-KA-77667



Ocean State Signal Co.

27 Thurber Blvd

Smithfield, RI 02917

Tel: 401-231-6780 Fax: 401-231-4390

www.oceanstatesignal.com

TO: Chief Adam Pouliot - Nashua Fire & Rescue

DATE: 8/4/2026

LOCATION: Nashua, NH

FROM: Lisa Rutherford

ITEM NUMBER:

DUE DATE: 8/4/2026

INTERSECTION: Installation new vehicle Ford-F250

PROJECT #:

Quantity	ITEM/MATERIAL DESCRIPTION				
1	AI-500-065 On Board Unit			\$4,700.00	
1	Glance & Configuration - 10 Year Data Package				
1	Installation by NEVO Vehicle Outfitters				
1	AI-500-065 On Board Unit			\$3,800.00	
1	Glance & Configuration - 5 Year Data Package				
1	Installation by NEVO Vehicle Outfitters				

TERMS AND CONDITIONS:

The above price is NET F.O.B shipping point with shipping included to one destination in New England.

Terms quoted are Net Thirty and this quote is guaranteed for 30 days.

BEST REGARDS,

Lisa Rutherford



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

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

August 26, 2026
Memo #27-137

TO: Mayor Donchess
Finance Committee

SUBJECT: PFAS Leachate Removal Pilot Infrastructure Upgrades in the amount not to exceed
\$400,143.00 funded from Grant/ 81- Capital Outlay/Improvements

Please see attached communications from Jeff Lafleur, Superintendent of Solid Waste, dated August 27, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Infrastructure improvements for the Four Hills Landfill Leachate PFAS Removal and Destruction Pilot Test project
Value: \$400,143
Department: 168 Solid Waste
Vendor: Stearns, Conrad and Schmidt Engineers, Inc. dba SCS Field Services
Fund: Grant/81- Capital Outlay/Improvements

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

A competitive bid, IFB0285-061226, was issued, and the following bid was received:

Vendor	Location
SCS Field Services	Reston, VA

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

Regards,

Amy Girard
Purchasing Manager

Cc: J Lafleur
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: August 27, 2026

From: Jeff Lafleur, Superintendent Solid Waste Department

Re: Infrastructure Installation for PFAS Removal and Destruction Pilot Test

Motion E: To approve the contract with SCS Field Services of Reston, VA in the amount of \$400,143. for infrastructure improvements related to the Four Hills Landfill Leachate PFAS Removal and Destruction Pilot Test project. Funding will be through Department: 168 Solid Waste; Fund: Grant; Activity: PFAS Pilot Program.

Discussion: In May 2025 the City of Nashua entered into a loan agreement for \$865,000 (with 100% principal forgiveness) with the State of New Hampshire through the Water Pollution Control Revolving Loan Fund Program administered by the NHDES to conduct a pilot test to evaluate technologies to remove PFAS from the Four Hills leachate and destroy or permanently sequester the PFAS. The Solid Waste Department issued an invitation to bid for PFAS leachate system infrastructure services in May 2026 to modify the leachate system for the pilot test and possible future full-scale/permanent treatment system installation. SCS was the sole firm to submit a bid for this project. SCS's costs will be eligible under the loan and principal forgiveness agreement.

SCS Field Services is the Solid Waste Department's preferred vendor for landfill gas collection system construction and they are well-versed in the infrastructure work necessary for this PFAS leachate removal pilot test project. SCS specializes in this type of work and performs landfill construction/maintenance projects nationally. Based on the qualifications of SCS Field Services it is the recommendation of the Superintendent of Solid Waste to accept SCS Field Services as the vendor to perform the work listed above.



Standard Form of Agreement Between Owner and Contractor

This agreement is made:

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

And the CONTRACTOR: Stearns, Conrad, and Schmidt Engineers, Inc.
dba SCS Field Services
1881 Campus Commons Drive, Suite 450
Reston, VA 20191
and its successors, transferees and assignees
(together "**CONTRACTOR**")

For the following Project: PFAS Leachate Removal Pilot Infrastructure Upgrades
IFB0285-061226

ARTICLE 1 – THE CONTRACT DOCUMENTS

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

1. This Agreement signed by the **OWNER** and **CONTRACTOR**, including the General Terms and Conditions;
2. EXHIBIT A - NHDES Front End Documents Section D: Federal Provisions, Rules Regulations and Forms
3. EXHIBIT B - NHDES Front End Documents Section D: Supplemental Infrastructure, Investment and Jobs Act Section 70914(a), Build America, Buy America (BABA) Act, Rules Regulations and Form
4. EXHIBIT C – SIGN DETAIL
5. Bid Form
6. Schedule of Values submitted July 14, 2026;
7. Payment and Performance Bonds and Insurance Certificate;
8. Notice to Proceed;
9. Written change orders for minor changes in the Work issued after execution of this Agreement; and
10. Fully Executed **OWNER** Purchase Order

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

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

ARTICLE 2 – WORK TO BE PERFORMED

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

DESCRIPTION OF WORK:

The Contractor shall furnish all labor, materials, equipment, and installation necessary to complete the infrastructure upgrades portion of the Leachate PFAS Removal and Destruction Pilot Test Project at the Four Hills Landfill. The work consists of construction layout and documentation survey, excavation and backfilling, installation of pre-cast concrete and HDPE manholes and pump station structures, pipe trenching, and furnishing, welding, and installation of HDPE pipe and fittings (including double walled HDPE pipe), furnishing steel pipe, fittings, and valves, furnishing, installing, and testing a leachate pump, liquid level sensors integrated with a control panel, preparing an HDPE-lined secondary containment work pad, and installation of electrical service (including trenching and conduit installation). All work shall be coordinated with landfill operations staff and performed in a manner that maintains continuous access to active landfill areas while protecting existing utilities and infrastructure.

The Contractor shall perform all work in compliance with all applicable NHDES requirements and provisions contained in the Contract Documents.

ARTICLE 3 – PERIOD OF PERFORMANCE

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

Completion times for the project will be as follows:

Substantial Completion shall be by **May 14, 2027**

Final Completion shall be by **May 28, 2027**

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

ARTICLE 4 – CONTRACT SUM

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

FOUR HUNDRED THOUSAND ONE HUNDRED FORTY-THREE DOLLARS

(\$400,143.00)

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

ARTICLE 5 – INSURANCE AND INDEMNIFICATION

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

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

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

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

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

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

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

Regardless of any coverage provided by any insurance, **CONTRACTOR** agrees to indemnify and hold harmless the **OWNER**, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission,

or fault or willful misconduct, whether active or passive, of **CONTRACTOR** or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. **CONTRACTOR's** indemnity and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

General Terms and Conditions

ARTICLE 6 – GENERAL PROVISIONS

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

ARTICLE 7 – OWNER

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

ARTICLE 8 – CONTRACTOR

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

16. Upon completion of WORK, **CONTRACTOR** warrants and guarantees to **OWNER**, for one (1) year, and that all WORK was completed in accordance with the Contract Documents and will not be defective. **CONTRACTOR's** warranty and guarantee hereunder excludes defects or damage caused by:

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

ARTICLE 9 – CHANGES IN THE WORK

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

ARTICLE 10 – TIME

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

ARTICLE 11 – PAYMENTS AND COMPLETION

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

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

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

ARTICLE 12 – RETAINAGE

1. The **OWNER** will retain a portion of the progress payment, each month, in accordance with the following procedures:
 - a. The **OWNER** will establish an escrow account in the bank of the **OWNER's** choosing. The account will be established such that interest on the principal will be paid to the

CONTRACTOR. The principal will be the accumulated retainage paid into the account by the **OWNER.** The principal will be held by the bank, available only to the **OWNER,** until termination of the contract.

- b. Until the work is 50% complete, as determined by the **OWNER,** retainage shall be 10% of the monthly payments claimed. The computed amount of retainage will be deposited in the escrow account established above.
- c. After the work is 50% complete, and provided the **CONTRACTOR** has satisfied the **OWNER** in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount will be withheld. The escrow account will remain at the same balance throughout the remainder of the project.

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

ARTICLE 13 – PROTECTION OF PERSONS AND PROPERTY

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

ARTICLE 14 – CORRECTION OF WORK

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

ARTICLE 15 – PROHIBITED INTERESTS

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

ARTICLE 16 – TERMINATION OF THE CONTRACT

Termination, Abandonment, Or Suspension at Will

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

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

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

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

Termination for Cause

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

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

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

terminated, abandoned, or suspended under the notice, assign to the **OWNER** any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.

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

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

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

General Provisions for Termination

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

ARTICLE 17 – DISPUTE RESOLUTION

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

ARTICLE 18 – CHOICE OF LAW AND VENUE

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

ARTICLE 19 – MISCELLANEOUS PROVISIONS

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

ARTICLE 20 – NHDES SRF PROVISIONS & FORMS – SECTIONS A & B

PROJECT SIGN

The Contractor shall construct a sign in accordance with the Detail included in these specifications. The sign shall be erected in a location selected by the Engineer or Owner in coordination with NHDES. The Contractor shall maintain the sign throughout the duration of the contract.

SAFETY AND HEALTH REGULATIONS

This project is subject to all the Safety and Health Regulations (CFR 29 Part 1926 and all subsequent amendments) as promulgated by the U.S. Department of Labor on June 24, 1974. Contractors shall comply with the requirements of these regulations.

NONDISCRIMINATION IN EMPLOYMENT

Contracts for work under this proposal will obligate the contractors and sub-contractors not to discriminate in employment practices.

STATE INSPECTION

Work performed on this project shall be subject to inspection by representatives of the New Hampshire Department of Environmental Services (NHDES). Such inspection shall in no sense make the State Government a party to this contract, unless said Government is also the Owner, and will in no way interfere with the rights of either party hereunder.

Representatives of NHDES shall be given Right of Access to all portions of the proposed work, including but not limited to actual work site, storage yards, offsite manufacturing and fabricating location and job records.

COPIES OF THE CONTRACT

There shall be at least five (5) executed copies of the Contract to be distributed as follows:

- a) One (1) copy each to the Owner, Engineer and Contractor.
- b) One electronic copy in PDF format to NHDES.
- c) Additional copies as required for other federal or state agencies contributing to or participating in project costs.

AMERICAN IRON AND STEEL (AIS) PROVISIONS

The Contractor is subject to the "**American Iron and Steel (AIS)**" requirements of the CWSRF and DWSRF programs, which require the use of iron and steel products that are produced in the United States.

THE CONTRACTOR'S AMERICAN IRON AND STEEL ACKNOWLEDGEMENT shall be completed and signed by the contractor. Additionally, CONTRACTOR shall certify and document to OWNER with each Application for Payment, and upon completion of the project that all iron and steel goods subject to this provision have been produced in the United States.

The Contractor shall refer to [PART D - FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS \(EXHIBIT A\)](#) for additional information and guidance on AIS requirements.

DBE RULE PROGRAM REQUIREMENTS (MBEs and WBEs)

The Contractor must be compliant with the US Environmental Protection Agency's MBE/WBE rules in order to be deemed responsive.

The requirements for the contractor is as follows:

State Revolving Fund loan recipients **and their contractors** must comply with the following DBE Rule requirements throughout the SRF loan project period:

- 1) Good Faith Efforts.
- 2) Contract Administration Requirements.
- 3) Bidders List Requirements.
- 4) Record Keeping.

The Contractor shall refer to [PART D - FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS \(EXHIBIT A\)](#) for additional information on MBE/WBE requirements.

SRF and SRF/ARPA Contracts

Further, the Contractor agrees to abide by state and/or federal equal employment opportunity and antidiscrimination requirements as set forth in the GENERAL CONDITIONS.

The Contractor must be prepared to comply in all respects with the contract provisions regarding non-discrimination.

DAVIS-BACON WAGE RATES (Applies to all SRF and SRF/ARPA contracts)

This project is funded in whole or in part by a loan available through NHDES's Clean Water and/or Drinking Water SRF programs, and hence is subject to federal Davis Bacon wage provisions.

All laborers and mechanics employed by contractors or subcontractors on this project shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the

U.S. Department of Labor (DOL) in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code.

The “**Heavy**” General Wage Decision (GWD) for Hillsborough County, NH20260024, publication date 5/18/2026 applies to this project. **A copy of the applicable DOL wage determination(s) is included in EXHIBIT A.**

If the applicable wage determination does not provide a rate for a classification of work to be performed, the Contractor must request additional classifications and wage rates to be added in conformance to the contract wage determination after contract award. You can find additional information on <https://beta.sam.gov/help/wage-determination-resources/db-conformance> in the US Department of Labor Learning Center.

The Contractor shall refer to the above-referenced PART D for additional information on Davis-Bacon requirements.

SUSPENSION AND DEBARMENT

The Contractor shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, “Responsibilities of Participants Regarding Transactions Doing Business With Other Persons,” as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled “Covered Transactions,” and 2 C.F.R. §1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. The Contractor must not be on the State of New Hampshire Debarred Parties List maintained by the Department of Administrative Services in accordance with NHRSA 21-I:11, II. The Contractor is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. The Contractor acknowledges that failing to disclose the information required under 2 C.F.R. §180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. The Contractor may access the System for Award Management (SAM) exclusion list at <https://www.sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified. The Contractor can access the State of New Hampshire’s Debarred Parties List at: <https://www.das.nh.gov/purchasing/Docs/Info/Debarred-Parties-List.pdf>.

By entering into this agreement, the Contractor certifies that the Contractor is not debarred or suspended. Furthermore, the Contractor certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

The Contractor shall refer to [**PART D – FEDERAL PROVISIONS, RULES, REGULATIONS AND FORMS \(EXHIBIT A\)**](#) for additional information on suspension and debarment requirements.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. The Contractor and their subcontractors must comply with the above provision when procuring or obtaining equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

The Contractor shall refer to PART D - PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (EXHIBIT A) for additional information on procuring or obtaining equipment, services, or systems using covered telecommunications equipment or services.

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)



Stearns, Conrad, and Schmidt Engineers, Inc.
dba SCS Field Service (signature)

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

Guy F. Lewis, Vice President
(Printed Name and Title)

Date

8-24-2026
Date

NHDES Front End Documents
Section D: Federal Provisions
Rules Regulations and Forms

Section D: Federal Provisions Rules Regulations and Forms

Pertinent Federal Acts and Provisions	1
Section 13 of the Federal Water Pollution Control Act Amendments of 1972	2
Section 504 of the Rehabilitation Act of 1973	2
The Age Discrimination Act of 1975.....	2
Clean Air Act-Section 306.....	2
Clean Water Act-Section 508	3
Links for more Information	4
NHDES-W-09-081 CONTRACTOR’S PAYROLL CERTIFICATION AND AMERICAN IRON AND STEEL CERTIFICATION.....	5
Disadvantaged Business Enterprises Rule: Program Requirements.....	6
NHDES-W-09-057 DISADVANTAGED BUSINESS ENTERPRISE: SUBCONTRACTOR PARTICIPATING FORM.....	8
NHDES-W-09-058 DISADVANTAGED BUSINESS ENTERPRISE: SUBCONTRACTOR PERFORMANCE FORM	9
NHDES-W-09-059 DISADVANTAGED BUSINESS ENTERPRISE: SUBCONTRACTOR UTILIZATION FORM	10
NHDES-W-09-061 DISADVANTAGED BUSINESS ENTERPRISE BIDDER’S LIST	11
American Iron and Steel.....	12
1. EPA AIS Guidance	12
2. Certification.....	17
3. Installation	17
4. De Minimis Waiver.....	17
American Iron and Steel Manufacturer Example Certification.....	19
American Iron and Steel Required Subcontract and Purchase Agreement Language	20
NHDES-W-09-060 BIDDER’S AMERICAN IRON AND STEEL ACKNOWLEDGEMENT	21
AIS EPA De Minimis Waiver	24
NHDES-W-09-047 AMERICAN IRON AND STEEL DE MINIMIS TRACKING FORM	26
NHDES-W-09-048 AMERICAN IRON AND STEEL PROJECT CERTIFICATION	27
New Hampshire Department of Environmental Services Federal Labor Standards Provisions	28

Links to Other NHDES Front End Documents

[NHDES Front End Documents: Section A Bidding Requirements](#)

[NHDES Front End Documents: Section B Contract](#)

[NHDES Front End Documents: Section C General Conditions](#)

[NHDES Front End Documents: Section D Federal Provisions Rules Regulations and Forms](#)

Pertinent Federal Acts and Provisions

The Contractor shall comply with the regulations of the Davis-Bacon Act, the Contract Work Hours Standards Act, and Title X of the Clean Air Act Amendments of 1990 (Disadvantage Business Enterprise), and any amendments or modifications thereto. The Contractor shall cause appropriate provisions to be inserted in subcontracts to ensure compliance with the above acts by all Subcontractors, as applicable.

The Contractor shall comply with the American Iron and Steel requirements of the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 (Public Law 113-76), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects.

The Contractor shall comply with Subpart B and Subpart C of 2 CFR Part 180 and 2 CFR Part 1532. By entering into this contract, the contractor certifies that neither the contractor's firm, nor any person or firm who has an interest in the contractor firm, is a debarred or suspended person or firm. Furthermore, by entering into this contract, the contractor certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm. Contractors may access the federal government's Excluded Parties List System for verification of excluded parties in the ["System for Award Management \(SAM\)" database](#).

The Contractor shall comply with prohibition on certain telecommunications and video surveillance services or equipment. This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - 1) Procure or obtain, extend or renew a contract to procure or obtain;
 - 2) Enter into a contract (or extend or renew a contract) to procure; or

- 3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management](#) exclusion list.

Section 13 of the Federal Water Pollution Control Act Amendments of 1972

Section 13 provides:

No person in the United States shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance under this Act, the Federal Water Pollution Control Act, or the Environmental Financing Act. This section shall be enforced through agency provisions and rules similar to those already established, with respect to racial and other discrimination, under Title VI of the Civil Rights Act of 1964. However, this remedy is not exclusive and will not prejudice or cut off any other legal remedies available to a discriminate.

Section 504 of the Rehabilitation Act of 1973

Section 794. Nondiscrimination under Federal grants and programs; promulgation of rules and regulations

(a) Promulgation of rules and regulations

No otherwise qualified individual with a disability in the United States, as defined in section [705 \(20\)](#)

of this title, shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency or by the United States Postal Service. The head of each such agency shall promulgate such regulations as may be necessary to carry out the amendments to this section made by the Rehabilitation, Comprehensive Services, and Development Disabilities Act of 1978. Copies of any proposed regulations shall be submitted to appropriate authorizing committees of the Congress, and such regulation may take effect no earlier than the thirtieth day after the date of which such regulation is so submitted to such committees. See also 29 CFR Part 32 and 29 CFR Part 37.

The Age Discrimination Act of 1975

(42 U.S.C. Sections 6101-6107)

Section 6101. Statement of purpose

It is the purpose of this chapter to prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance.

Section 6102. Prohibition of discrimination

Pursuant to regulations prescribed under section 6103 of this title, and except as provided by section 6103(b) of this title and section 6103(c) of this title, no person in the United States shall, on the basis of age, be excluded from participation, in be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.

Clean Air Act-Section 306

The Clean Air Act is the law that defines EPA's responsibilities for protecting and improving the nation's air quality and the stratospheric ozone layer.

§7606. Federal procurement

(a) Contracts with violators prohibited

No Federal agency may enter into any contract with any person who is convicted of any offense under section 7413(c) of this title for the procurement of goods, materials, and services to perform such contract at any facility at which the

violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 7413(c)(2) of this title, the condition giving rise to the conviction also shall be considered to include any substantive violation of this chapter associated with the violation of 7413(c)(2) of this title. The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

Clean Water Act-Section 508

The Clean Water Act (CWA) is the primary Federal statute regulating the protection of the nation's water. The CWA aims to prevent, reduce, and eliminate pollution in the nation's water in order to "restore and maintain the chemical, physical, and biological integrity of the Nation's waters", as described in CWA section 101(a).

§ 508: Federal Procurement

No Federal agency may enter into any contracts with any person convicted of any offense under § 309(c) of CWA, if the person performs such contracts at any facility in which the violation occurred, and if the person owned, leased, or supervised the facility.

Links for more Information

[Systems for Award Management exclusion list](#)

Davis-Bacon and Related Acts

- [U.S.DOL Prevailing Wage Resources](#)
- [General Wage Determinations](#)
- [U.S. DOL Certified Payroll Form WH-347](#)
- [WH-1321 “Employee Rights Under the Davis-Bacon Act” poster](#)

Disadvantaged Business Enterprise Program

- [EPA’s DBE Resources](#)
- [DBESearch Certified Disadvantaged Business Enterprise \(DBE\) Directory](#)

Domestic Preference: American Iron and Steel

- [EPA American Iron and Steel \(AIS\) Requirement - Guidance and Questions and Answers website](#)
- [AIS Approved National Waivers](#)

Environmental Review

- [Sole Source Aquifers \(SDWA\)](#)
- [Protection and Enhancement of the Cultural Environment \(1971\)](#)
- [Fish and Wildlife Coordination Act](#)
- [Migratory Bird Treaty Act of 1918](#)



CONTRACTOR'S PAYROLL AND AMERICAN IRON AND STEEL CERTIFICATION

Clean Water and Drinking Water State Revolving Loan Fund



PUBLIC LAW: 113-76

Required for private water systems. This form will be submitted with each disbursement request.

Project Name:		Project Number:	
Project Location:			
Contractor Name:			
Contractor Address:	City:	State:	ZIP:
Payment Application #:	Payment Application End Date:		

I hereby certify that all of the contract requirements as specified under the Labor Standards Provision for Federal and Federally Assisted Contracts have been complied with by the above-named contractor, and by each subcontractor employing laborers or mechanics at the site of the work, or there is an honest dispute with respect to the required provisions.

I hereby certify that the "American Iron and Steel" provisions of the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 ([Public Law 113-76](#)), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects as applicable, have been met, and that all iron and steel used in the project named above have been produced in the United States in a manner that complies with American Iron and Steel Requirements, and/or that applicable EPA-approved waivers have been obtained to comply with American Iron and Steel requirements.

Contractor Signature:		Printed Name:	
Title:		Date:	

Disadvantaged Business Enterprises Rule: Program Requirements

Purpose: The Environmental Protection Agency (EPA) rule titled “Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs”, at 40 CFR Part 33 (DBE Rule), sets forth an EPA program that serves the compelling government interest to increase and encourage the utilization and participation of Disadvantaged Business Enterprises (DBEs) in procurements funded by EPA assistance agreements. Because the New Hampshire State Revolving Fund (SRF) Loan Programs receive funding from EPA, the DBE rule requirements apply to all SRF funded projects.

State Revolving Fund loan recipients and their contractors must comply with the following DBE Rule requirements throughout the SRF loan project period:

1. Good Faith Efforts.
2. Contract Administration Requirements.
3. Bidder’s List Requirements.
4. Other Reporting.

The NHDES SRF programs must ensure that contracts and subcontracts that are funded with SRF loans comply with these federal requirements and must report to EPA on DBE accomplishments.

1. Good Faith Efforts

The Contractor shall make the following good faith efforts whenever procuring construction, equipment, services and supplies:

- a. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c. Consider in the contracting process whether firms competing for large contracts could be contracted with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
- f. Contractor shall maintain all records documenting Contractor’s compliance with the requirements of 40 CFR Part 33, including documentation of Contractor’s good faith efforts. Such records shall be provided to Owner upon request.

2. Contract Administration Requirements

The Contractor shall:

- a. Pay all subcontractors for satisfactory performance no more than 30 days from the prime contractor’s receipt of payment from the loan recipient.
- b. Notify Owner in writing prior to the termination of any DBE subcontractor for Contractor’s convenience.
- c. Employ the good faith efforts when soliciting a replacement subcontractor if a DBE subcontractor fails to complete work under the subcontract for any reason.
- d. Employ the good faith efforts even if the prime contractor has achieved its fair share objective.

- e. Comply with the following term and condition, as required by 40 CFR, Section 33.106:

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies. (Appendix A to 40 CFR Part 33—Term and Condition).

3. Bidder's List Requirements

The Owner is required to maintain a bidder's list in accordance with 40 CFR Section 33.501, and the Contractor shall provide bidders list information to the Owner for Owner's use in complying with this requirement. The Contractor shall maintain a Bidder's List, which must include all firms that bid or quote on subcontracts under this Contract, including both MBE/WBEs and non-MBE/WBEs.

The Bidder's List shall include the following information for all subcontractors who submit bids or quotes for subcontract work:

- a. Entity's name with point of contact;
- b. Entity's mailing address, telephone number, and e-mail address;
- c. The procurement on which the entity bid or quoted, and when; and
- d. Entity's status as an MBE/WBE or non-MBE/WBE.

6. Other Reporting

- a. DBE Subcontractor Performance and Utilization Forms.

The Bidder shall submit with its bid completed [DBE Subcontractor Performance Forms NHDES W-09-058](#), and [DBE Subcontractor Utilization Form NHDES W-09-059](#). The Owner is required to submit these forms to NHDES when requesting authorization to award the construction contract.

- b. DBE Subcontractor Participation form

The contractor shall provide a copy of the [DBE Subcontractor Participation Form NHDES-W-09-057](#) to each of its DBE subcontractors.

- c. Bidder's List Reporting

The Contractor shall provide the updated [Bidder's List NHDES-W-09-061](#) to the Owner periodically upon Owner's request, and at project substantial completion.



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

SUBCONTRACTOR PARTICIPATING FORM

Clean Water and Drinking Water State Revolving Loan Fund

**FEDERAL RULE: 40 CFR Part 33**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE subcontractor¹ the opportunity to describe work received and/or report any concerns regarding the EPA-funded project. (e.g., in areas such as termination by prime contractor, late payments, etc.) The DBE subcontractor can as an option, complete and submit this form to other EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name:		Project Name:	
Bid/Proposal #:		Point of Contact:	
Assistance Agreement ID: (if known):			
Address:		City/Town:	State: ZIP:
Telephone No:		Email:	
Prime Contractor Name:		Issuing Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

Please use the space below to report any concerns regarding the above EPA-funded project:

--

Subcontractor Signature:		Printed Name:	
Title:		Date:	

¹ Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM SUBCONTRACTOR PERFORMANCE FORM

Clean Water and Drinking Water State Revolving Loan Fund



FEDERAL RULE: 40 CFR Part 33

This form is intended to capture the DBE subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package. You will find NHDES bid information in [Section A](#) of the front-end documents.

Subcontractor Name:		Project Name:	
Bid/Proposal #:		Point of Contact:	
Assistance Agreement ID: (if known):			
Address:	City/Town:	State:	ZIP:
Telephone No:	Email:		
Prime Contractor Name:		Issuing Funding Entity:	

Contract Item Number:	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies:	Price of work submitted to the Prime Contractor:

DBE Certified by: DOT ☐ SBA ☐ Other ☐		Meets/exceeds EPA Certification Standards? Yes ☐ No ☐ Unknown ☐	
Please use the space below to report any concerns regarding the above EPA-funded project:			
Prime Contractor Signature:		Printed Name:	
Title:		Date:	
Subcontractor Signature:		Printed Name:	
Title:		Date:	

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM SUBCONTRACTOR UTILIZATION FORM

Clean Water and Drinking Water State Revolving Loan Fund



FEDERAL RULE: 40 CFR Part 33

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE subcontractors and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposed package. Prime contractors should also maintain a copy of this form on file. You will find NHDES bid information in [Section A](#) of the front-end documents.

THIS DOCUMENT MUST BE COMPLETED BY THE SUCCESSFUL BIDDER AND BOUND IN THE EXECUTED CONTRACT

Prime Contractor Name:		Project Name:	
Bid/Proposal #:		Point of Contact:	
Assistance Agreement ID: (if known):			
Address:	City/Town:	State:	ZIP:
Telephone No:	Email:		
Prime Contractor Name:	Issuing Funding Entity:		
I have identified potential DBE certified subcontractors: Yes ☐ No ☐			
If yes, please complete the table below.			
If no, please explain:			

Subcontractor Name Company Name	Company Contact Information Street Number and Name, City/Town, State, ZIP Phone and Email	Estimated Dollar Amount	Currently DBE Certified?
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐
			Yes ☐ No ☐

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to use the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Prime Contractor Signature:	Printed Name:
Title:	Date:



DISADVANTAGED BUSINESS ENTERPRISE PROGRAM BIDDER'S LIST

Clean Water and Drinking Water State Revolving Loan Fund



PUBLIC LAW: 40 CFR § 33.501

The Contractor shall maintain and submit to the owner a bidder's list, which the owner will use for compliance with the recordkeeping requirements of 40 CFR § 33.501. The list must include information regarding all entities that bid or quote on subcontracts under this contract, including both MBEs/WBEs and non-MBEs/WBEs. Projects funded by loan(s) of \$250,000 or less may be exempt from the requirement to maintain a bidder's list [reference 40 CFR § 33.501(c)].

Company Name:		Contact Name:		Entity Status MBEs/WBEs: Yes ☐ No ☐	
Phone:	Street Address:	City:	State:	ZIP:	
Contract Item #:	Description:	Bid/Quote Date:			
Contract Item #:	Description:	Bid/Quote Date:			
Company Name:		Contact Name:		Entity Status MBEs/WBEs: Yes ☐ No ☐	
Phone:	Street Address:	City:	State:	ZIP:	
Contract Item #:	Description:	Bid/Quote Date:			
Contract Item #:	Description:	Bid/Quote Date:			
Company Name:		Contact Name:		Entity Status MBEs/WBEs: Yes ☐ No ☐	
Phone:	Street Address:	City:	State:	ZIP:	
Contract Item #:	Description:	Bid/Quote Date:			
Contract Item #:	Description:	Bid/Quote Date:			
Company Name:		Contact Name:		Entity Status MBEs/WBEs: Yes ☐ No ☐	
Phone:	Street Address:	City:	State:	ZIP:	
Contract Item #:	Description:	Bid/Quote Date:			
Contract Item #:	Description:	Bid/Quote Date:			
Company Name:		Contact Name:		Entity Status MBEs/WBEs: Yes ☐ No ☐	
Phone:	Street Address:	City:	State:	ZIP:	
Contract Item #:	Description:	Bid/Quote Date:			
Contract Item #:	Description:	Bid/Quote Date:			

American Iron and Steel

The Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 ([Public Law 113-76](#)), and subsequent laws that continue the American Iron and Steel requirements of Public Law 113-76 include “American Iron and Steel (AIS)” requirements for the Clean Water and Drinking Water State Revolving Fund (SRF) programs. Under these laws, all Clean Water and Drinking Water SRF funded construction, alteration, maintenance, or repair of public water systems or treatment works projects must use iron and steel products that are produced in the United States. The Contractor shall comply with these AIS requirements.

1. EPA AIS Guidance

[EPA’s State Revolving Fund American Iron and Steel Requirement](#) website includes detailed information on American Iron and Steel requirements and waivers.

The paragraphs in *italics* below are excerpts from the EPA AIS guidance available at the EPA website. Words in plain text are clarifications added by NHDES.

(a) Iron and Steel Products [3]

An iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the project:

- Lined or unlined pipes and fittings.
- Manhole covers.
- Municipal castings (defined in more detail below).
- Hydrants.
- Tanks.
- Flanges.
- Pipe clamps and restraints.
- Valves.
- Structural steel (defined in more detail below).
- Reinforced precast concrete and.
- Construction materials (defined in more detail below).

(b) Permanently Incorporated into the Project⁴

Only items on the above list made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example, trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

(c) Primarily Iron or Steel⁵

Primarily iron or steel places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.⁶

(d) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?⁷

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

³ EPA guidance dated March 20, 2014, Question 11.

⁴ EPA guidance dated March 20, 2014, Question 18.

⁵ EPA guidance dated March 20, 2014, Question 12.

⁶ See example at EPA guidance March 20, 2014, Question 13.

⁷ EPA guidance dated March 20, 2014, Question 14.

(e) Steel⁸

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

(f) Production in the United States⁹

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes¹⁰, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.*

***External Coatings Applied Outside of the United States¹¹**

Any coating processes that are applied to the external surface of iron and steel components that would otherwise be AIS compliant would not disqualify the product from meeting the AIS requirements regardless of where the coating processes occur, provided that final assembly of the product occurs in the United States.

The exemption above only applies to coatings on the external surface of iron and steel components. It does not apply to coatings or linings on internal surfaces of iron and steel products, such as the lining of lined pipes. All manufacturing processes for lined pipes, including the application of pipe lining, must occur in the United States for the product to be compliant with AIS requirements.

(g) Municipal Castings¹²

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel.

Examples of municipal castings are:

- Access hatches;
- Ballast screen;
- Benches (iron or steel);
- Bollards;
- Cast bases;
- Cast iron hinged hatches, square and rectangular;
- Cast iron riser rings;
- Catch basin inlet;
- Cleanout/monument boxes;
- Construction covers and frames;

⁸ EPA guidance dated March 20, 2014, Question 15.

⁹ EPA guidance dated March 20, 2014, Question 16.

¹⁰ **Assembly and all other steps in the manufacturing process** must take place in the US, except metallurgical processes involving refinement of steel additives in accordance with the EPA guidance dated March 20, 2014, Question 23]. There is also an additional exception for application of exterior coating.

¹¹ EPA guidance dated March 16, 2015, Q/A No. 6.

¹² EPA guidance dated March 20, 2014, Question 19.

- Curb and corner guards;
- Curb openings;
- Detectable warning plates;
- Downspout shoes (boot, inlet);
- Drainage grates, frames and curb inlets;
- Junction boxes;
- Lampposts;
- Manhole covers, rings and frames, risers;
- Meter and Service boxes;
- Steel hinged hatches, square and rectangular;
- Steel riser rings;
- Trash receptacles;
- Tree grates and guards;
- Trench grates; and
- Valve boxes, covers and risers.

(h) Structural Steel¹³

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

(i) Construction Materials¹⁴

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

[As noted above, ductwork is considered a “construction material” and must comply with the AIS requirements. Steel dampers, grilles and registers that are a permanently incorporated part of the ductwork are also subject to the AIS requirements.]

(j) Construction Materials (Additional Guidance¹⁵)

The AIS requirements include a list of specifically covered products, one of which is construction materials, a broad category of potential products. For construction materials, EPA’s AIS guidance includes a set of example items that it considers construction materials composed primarily of iron and steel and covered by the Act. This example list in the guidance is not an all-inclusive list of potential construction materials. However, the guidance also includes a list of items that EPA specifically does not consider construction materials, generally those of electrical or complex-mechanical nature. If a product is similar to the ones in the non-construction material list (and it is also not specifically listed by the Act), it is not a construction material. For all other items specifically included in the Act, coverage is generally self-evident.

(k) Items that are not Construction Materials¹⁶

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical

¹³ EPA guidance dated March 20, 2014, Question 20.

¹⁴ EPA guidance dated March 20, 2014, Question 21.

¹⁵ EPA guidance dated September 10, 2014, Q/A No. 10.

¹⁶ EPA guidance dated March 20, 2014, Question 22.

equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances* necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates (i.e., common sluice and slide gates), motorized screens (such as traveling screens), blowers/aeration equipment**, compressors, meters***), sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

* If products come from one manufacturer and are shipped together as a system, then this is generally considered a “packaged system” and those items used to connect the system are appurtenances. However, if the borrower or contractor must purchase items to connect the system (valves, piping, etc.) separately from another manufacturer, then these items would need to be domestic, or otherwise obtain a waiver.¹⁷

**Aerators, similar to pumps, are mechanical equipment that do not need to meet the AIS requirements. “Blowers/aeration equipment, compressors” are listed in EPA’s guidance as non-construction materials.¹⁸

***“Meters” includes any type of meter, including: flow meters, wholesale meters, and water meters/service connections.¹⁹

(l) Assembled Products²⁰

AIS requirements only apply to the final product as delivered to the work site and incorporated into the project. Assemblies, such as a pumping assembly or a reverse osmosis package plant, are distinct products not listed and do not need to be made in the U.S. or composed of all U.S. parts. If a listed iron and steel product is used as a part for an assembled product that is nondomestic, the components, even if specifically listed in the Act, do not have to be domestically produced.

(m) Sluice and Slide Gates are not Valves, and are not Subject to AIS²¹

Valves are products that are generally encased / enclosed with a body, bonnet, and stem. Examples include enclosed butterfly, ball, globe, piston, check, wedge, and gate valves. Furthermore, “gates” (meaning sluice, slide or weir gates) are listed in EPA’s guidance as non-construction materials.

(n) Gate Valves are Subject to AIS²²

Valves are specifically listed in the Consolidated Appropriations Act of 2014 as an “iron and steel product” and therefore, absent a waiver, must be produced in the U.S. to be in compliance with the requirement if they are “primarily” iron and steel. Gates as referenced in the EPA March 20, 2014 guidance refer only to common sluice and slide gates, and not to gate valves.

(o) Reinforced Precast Concrete²³

¹⁷ EPA AIS Refresher Webinar, December 15, 2016.

¹⁸ EPA guidance dated September 10, 2014, Q/A No. 19 on aerators.

¹⁹ EPA guidance dated September 10, 2014, Q/A No. 14 on meters.

²⁰ EPA guidance dated September 10, 2014, Q/A No. 11, AIS Refresher Webinar, December 15, 2016.

²¹ EPA guidance dated September 10, 2014, Q/A No. 20.

²² EPA guidance dated May, 30, 2014, Q/A No. 4.

²³ EPA guidance dated March 20, 2014, Question 24.

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

(p) Pre-stressed Concrete Cylinder Pipe²⁴

Pre-stressed concrete cylinder pipe (PCCP) or other similar concrete cylinder pipes would be comparable to pre-cast concrete which is specifically listed in the Consolidated Appropriations Act of 2014 as a product subject to the AIS requirement.

(q) Valves and Actuators²⁵

Valves and actuators, while often purchased and shipped together, are two unique products that are manufactured separately and typically attached together during the final step of the process. Valves are included in the definition of "iron and steel products" in the AIS requirement. Actuators, whether manual, electric, hydraulic or pneumatic, are not listed as an "iron and steel product" under the AIS requirement of the Consolidated Appropriations Act of 2014, nor are they considered construction materials. Therefore, they do not need to be domestically produced in the U.S. in order to comply with the requirement.

(r) Electric Powered Motor Operated Valves²⁶

Electric powered motor operated valves are not excluded based on the valve being motorized equipment. The actuator, a motor that controls the valve, is considered a separate product, which is not listed as an "iron and steel product" under the AIS requirement of the Consolidated Appropriations Act of 2014, nor is it considered a construction material. Therefore, the actuator does not need to be domestically produced in the U.S. in order to comply with the requirement. See Q2 for further clarification.

(s) Tanks Used on Filtration Systems²⁷

Tanks that are specifically designed to be filters, or as parts of a filtration system, do not have to be domestically produced because these parts are no longer simply tanks, even if the filter media has not been installed and will be installed at the project site, as is customary to do for shipping purposes. These parts have only one purpose which is to be housing for filters and cannot be used in another fashion.

(t) Flanged Pipe²⁸

While the Consolidated Appropriations Act of 2014 does not specifically mention flanged pipe, since it does mention both pipe and flanges, both products would need to be domestically produced. Therefore, flanged pipe would also need to be domestically produced.

(u) Couplings, Expansion Joints, and other Similar Pipe Connectors²⁹

These products would be considered specialty fittings, due to their additional functionality, but still categorized under the larger "fitting" categorization. Fittings are defined as a material that joins pipes

²⁴ EPA guidance dated September 10, 2014, Q/A No. 2.

²⁵ EPA Q/A guidance dated May 30, 2014, Q/A No. 2.

²⁶ EPA guidance dated May 30, 2014, Q/A No. 3

²⁷ EPA guidance dated September 10, 2014, Q/A No. 4

²⁸ EPA guidance dated September 10, 2014, Q/A No. 5

²⁹ EPA guidance dated September 10, 2014, Q/A No. 6

together or connects to a pipe (AWWA, *The Drinking Water Dictionary*, 2000). Therefore, these products must comply with the AIS requirements and be produced domestically.

(v) Saddles and tapping Sleeves³⁰

These products are necessary for pipe repair, to tap a water main, or to install a service or house connection. Therefore, they are included under the larger “pipe restraint” category which is a specifically identified product subject to the domestic preference in the Consolidated Appropriations Act of 2014.

(w) Reused Items (i.e., existing pipe fittings, used storage tanks, reusing existing valves)³¹

The AIS guidance does not address reuse of items. Reuse of items that would otherwise be covered by AIS is acceptable provided that the item(s) was originally purchased prior to January 17, 2014, the reused item(s) is not substantially altered from original form/function, and any restoration work that may be required does not include the replacement or addition of foreign iron or steel replacement parts. EPA recommends keeping a log of these reused items by including them on the assistance recipient’s de minimis list, and stating therein that these items are reused products. The donation of new items (such as a manufacturer waiving cost for certain delivered items because of concerns regarding the origin of a new product) is not, however, considered reuse.

2. Certification

The Contractor, through its subcontractors, suppliers and manufacturers shall provide to the Owner written certification that all AIS materials provided for the project comply with the AIS requirements of the SRF programs.

Manufacturer certification letters must include the following:

- Manufacturer name;
- SRF construction project name and location;
- A list of specific product(s) delivered to the project site;
- A statement that the product is in compliance with the American Iron and Steel requirement as mandated in EPA’s SRF programs;
- The location of the foundry/mill/factory where the product was manufactured (City and State); and
- A signature by a manufacturer’s responsible party.

EPA AIS guidance dated March 20, 2014 contains additional guidance on manufacturer certifications. A sample certification letter is included in this guidance.

3. Installation

All iron and steel products, as defined herein, shall be produced in the United States in accordance with the American Iron and Steel requirements of the Clean Water and Drinking Water State Revolving Fund programs. If a potentially non-compliant product is installed in the permanent work, the Contractor will be required to remove the non-domestic item from the project.

4. De Minimis Waiver

EPA’s April 15, 2014 Nationwide Waiver for De Minimis incidental AIS components is part of this guidance, and is available for use on this project. Contractors who wish to use this waiver must consult with the Owner when determining the items to be covered by this waiver, and shall retain and provide to the Owner relevant documentation (i.e., invoices) for those items for the Owner’s project files. The Contractor shall summarize in reports to the Owner: the types and/or categories of items to which this waiver is applied; the total cost of

³⁰ EPA guidance dated September 10, 2014, Q/A No. 7

³¹ EPA guidance dated September 10, 2014, Q/A No. 8

incidental components covered by the waiver for each type or category (including copies of invoices); and the calculations by which Contractor determined the total cost of materials used in and incorporated into the project. **The Contractor shall include a complete and up-to-date De Minimis Report in each application for payment.** The Contractor shall also provide the report to the Owner upon request.

(a) Fasteners under the De Minimis Waiver³²

There is no broad exemption for fasteners from the American Iron and Steel (AIS) requirements. Significant fasteners used in SRF projects are not subject to the de minimis waiver for projects and must comply with the AIS requirements. Significant fasteners include fasteners produced to industry standards (e.g., ASTM standards) and/or project specifications, special ordered or those of high value. When bulk purchase of unknown-origin fasteners that are of incidental use and small value are used on a project, they may fall under the national de minimis waiver for projects. The list of potential items could be varied, such as big-box/hardware-store-variety screws, nails, and staples. The key characteristics of the items that may qualify for the de minimis waiver would be items that are incidental to the project purpose (such as drywall screws) and not significant in value or purpose (such as common nails or brads). You can find further information on the [EPA Website](#).

³² EPA guidance dated September 10, 2014, Q/A No. 1

American Iron and Steel Manufacturer Example Certification

Date

Manufacturer Name

Manufacturer Street Address

City, State ZIP

RE: Project Name, Project Location

I, _____ (Authorized Manufacturer Representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Product and/or Materials

Item, Product and/or Materials

Item, Product and/or Materials

Item, Product and/or Materials

Item, Product and/or Materials

Manufacturing of the above items, products and/or materials took place at the following location(s):

Additionally, if any of the above compliance statements change while providing material to this project

_____ (Manufacturer) will immediately notify _____
(Contractor) and the _____ (Owner).

(Manufacturer's Signature)

Note: The signature must be by manufacturer's authorized responsible party, not the material distributor or supplier.

The Manufacturer Certification Letter must contain the following 6 items:

1. Manufacturer name;
2. SRF construction project name and location;
3. A list of specific product(s) delivered to the project site;
4. A statement that the product is in compliance with the American Iron and Steel requirement as mandated in EPA's SRF programs;
5. The location of the foundry/mill/factory where the product was manufactured (City and State); and
6. A signature by a manufacturer's responsible party.

American Iron and Steel Required Subcontract and Purchase Agreement Language

The Contractor shall include in all contracts and purchase agreements for this project the following American Iron and Steel contract language:

“_____ (Subcontractor/Supplier) acknowledges to and for the benefit of the _____ (Owner) and the State of New Hampshire (State) that it understands the goods and service under this contract or purchase agreement (Agreement) are being funded with monies that are subject to statutory requirements commonly known as “American Iron and Steel” (the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 ([Public Law 113-76](#)), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects); that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided under this contract or Agreement. The Subcontractor/Supplier hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Subcontractor/Supplier has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Subcontractor/Supplier will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State.”



BIDDER'S AMERICAN IRON AND STEEL ACKNOWLEDGEMENT

Clean Water and Drinking Water State Revolving Loan Fund



Public Law 113-76

Instructions: This acknowledgement form must be completed and signed by the bidder's authorized representative and conveyed to owner with bid submittal. You will find NHDES bid information in [Section A](#) of the front-end documents.

Project Name		City/ Town/ Entity	
Bidder Name		Bidder Address	

With submittal of this Bid, the Bidder acknowledges to and for the benefit of the Owner and the State of New Hampshire (State) that it understands that this project is subject to the "American Iron and Steel (AIS)" requirements of the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 ([Public Law 113-76](#)), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects, and these laws require that all of the iron and steel used in the project be produced in the United States ("American Iron and Steel Requirement") including all iron and steel goods provided by the Bidder pursuant to this Bid.

The Bidder hereby presents and warrants to and for the benefit of the Owner and State that (a) the Bidder has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Bidder will provide any further verified information, certification or assurance of compliance with this Acknowledgement, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State.

Notwithstanding any other provision of the Contract Documents, any failure to comply with this Acknowledgement by the Bidder shall permit the Owner or State to recover as damages against the Bidder any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner).

Additionally, The Bidder hereby acknowledges that Bidder must include in all contracts and purchase agreements for this project the following American Iron and Steel contract language:

"(Subcontractor/Supplier) acknowledges to and for the benefit of the (Owner) and the State of New Hampshire (State) that it understands the goods and service under this contract or purchase agreement (Agreement) are being funded with monies that are subject to statutory requirements commonly known as "American Iron and Steel" (the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 ([Public Law 113-76](#)), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects); that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided under this contract or Agreement. The Subcontractor/Supplier hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Subcontractor/Supplier has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Subcontractor/Supplier will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State.

Signature of certifying bidder's representative		Printed Name:	
Title:		Date:	



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OFFICE OF WATER

DECISION MEMORANDUM

SUBJECT: De Minimis Waiver of Section 436 of P.L. 113-76, Consolidated Appropriations Act (CAA), 2014

FROM: Nancy K. Stoner
Acting Assistant Administrator

The EPA is hereby granting a nationwide waiver pursuant to the “American Iron and Steel (AIS)” requirements of P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), section 436 under the authority of Section 436(b)(1) (public interest waiver) for de minimis incidental components of eligible water infrastructure projects. This action permits the use of products when they occur in de minimis incidental components of such projects funded by the Act that may otherwise be prohibited under section 436(a). Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into a project; the cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into a project.

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel” (AIS) requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use specific domestic iron and steel products that are produced in the United States if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Fiscal Year 2014, unless the agency determines it necessary to waive this requirement based on findings set forth in Section 436(b). The Act states, “[the requirements] shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency...finds that— (1) applying subsection (a) would be inconsistent with the public interest” 436(b)(1).

In implementing section 436 of the Act, the EPA must ensure that the section's requirements are applied consistent with congressional intent in adopting this section and in the broader context of the purposes, objectives, and other provisions applicable to projects funded under the SRF. Water infrastructure projects typically contain a relatively small number of high-cost components incorporated into the project. In bid solicitations for a project, these high-cost components are generally described in detail via project specific technical specifications. For these major components, utility owners and their contractors are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

AIS EPA De Minimis Waiver

Every water infrastructure project also involves the use of thousands of miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

The EPA undertook multiple inquiries to identify the approximate scope of de minimis incidental components within water infrastructure projects during the implementation of the American Reinvestment and Recovery Act (ARRA) and its requirements (Buy American provisions, specifically). The inquiries and research conducted in 2009 applies suitably for the case today. In 2009, the EPA consulted informally with many major associations representing equipment manufacturers and suppliers, construction contractors, consulting engineers, and water and wastewater utilities, and performed targeted interviews with several well-established water infrastructure contractors and firms who work in a variety of project sizes, and regional and demographic settings to ask the following questions:

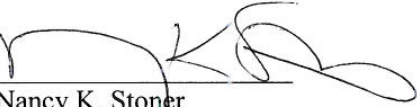
- What percentage of total project costs were consumables or incidental costs?
- What percentage of materials costs were consumables or incidental costs?
- Did these percentages vary by type of project (drinking water vs. wastewater treatment plant vs. pipe)?

The responses were consistent across the variety of settings and project types, and indicated that the percentage of total costs for drinking water or wastewater infrastructure projects represented by these incidental components is generally not in excess of 5 percent of the total cost of the materials used in and incorporated into a project. In drafting this waiver, the EPA has considered the de minimis proportion of project costs generally represented by each individual type of these incidental components within the many types of such components comprising those percentages, the fact that these types of incidental components are obtained by contractors in many different ways from many different sources, and the disproportionate cost and delay that would be imposed on projects if the EPA did not issue this waiver.

Assistance recipients who wish to use this waiver should in consultation with their contractors determine the items to be covered by this waiver and must retain relevant documentation (i.e., invoices) as to those items in their project files.

If you have any questions concerning the contents of this memorandum, please contact Timothy Connor, Chemical Engineer, Municipal Support Division, at connor.timothy@epa.gov or (202) 566-1059 or Kirsten Anderer, Environmental Engineer, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Issued on: APR 15 2014

Approved by: 
Nancy K. Stoner
Acting Assistant Administrator



AMERICAN IRON AND STEEL DE MINIMIS TRACKING FORM

Clean Water and Drinking Water State Revolving Loan Fund



Public Law 113-76 Consolidated Appropriations Act; De Minimis Waiver Section 436

Submit this form with each application for payment.

Contractors who wish to use the AIS De Minimis waiver must consult with the owner when determining the items to be covered by this waiver, and shall retain and provide to the owner relevant documentation (i.e., invoices) for those items. The contractor shall summarize in reports to the owner the types and/or categories of items to which this waiver is applied; the total cost of incidental components covered by the waiver for each type or category (including copies of invoices); and the calculations by which contractor determined the total cost of materials used in and incorporated into the project. **The contractor shall include a complete and up-to-date De Minimis Tracking Report in each application for payment.** The contractor shall also provide the report to the owner upon request.

Owner:		Project Name:				
Contractor:		CWSRF/DWSRF Project#:				
Has the contractor purchased or used AIS materials that will be covered under this waiver? Yes ☐ <i>List the materials purchased or used in the AIS De Minimis Tracking Table below.</i> No ☐ <i>Please simply sign below.</i>						
Total costs of materials incorporated into the project:						
De Minimis 5% limit:				De Minimis 1% limit:		
Is this the final report? <i>In order to be considered a final report, all materials have been delivered for the project.</i> Yes ☐ No ☐						
Component Description	Date Added	Country of Origin	Quantity	Cost Per Unit	Component Total Cost	How is Cost Documented? ³³
Total Cost of De Minimis Components						

Contractor Signature:		Printed Name:	
Title:		Date:	

NOTE: The De Minimis waiver is only applicable to the cost of materials incorporated into the project. Do not include other project costs (labor, installation costs, etc.) in the "Total Cost of Materials." The cost of a material must include delivery to the site and any applicable tax. Contractor must provide sufficient documentation to support all costs included in this calculation.

³³ Documentation must demonstrate confirmation of the components' actual costs (invoice etc.).



AMERICAN IRON AND STEEL PROJECT CERTIFICATION

Clean Water and Drinking Water State Revolving Loan Fund



Public Law 113-76 Consolidated Appropriations Act; De Minimis Waiver Section 436

This certification must be completed and signed by the authorized representative of the contractor, acknowledged by the authorized representative of the owner, and submitted to the New Hampshire Department of Environmental Services **upon substantial completion** of the project.

Project Name:		Town/ City/ Entity:			
Contractor name:		CWSRF/DWSRF Project #:			
Contractor Address:		City:		State:	ZIP:

I hereby certify on behalf of the above-named contractor. (Please check **one** of the following **and** provide documentation as necessary.)

☐ That the "American Iron and Steel" provisions of the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 ([Public Law 113-76](#)), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects (American Iron and Steel Requirement, AIS) **have been met** and that all iron and steel used in the project named above have been produced in the United States in a manner that complies with the American Iron And Steel Requirement.

OR

☐ That the "American Iron and Steel" provisions of the Water Resources Reform and Development Act of 2014, the Consolidated Appropriations Act of 2014 ([Public Law 113-76](#)), and subsequent laws that continue the requirement for the use of American Iron and Steel products in State Revolving Fund construction projects (American Iron and Steel Requirement, AIS) **were unable to be met**. Not all of the iron and steel used in the project named above have been produced in the United States.

Items that do not meet AIS requirements are as follows:

Attach all documentation including EPA-approved waivers for all iron and steel that do not meet the AIS Requirement.

Signature of Certifying Contractor Representative:		Printed Name:	
Title:		Date:	
Acknowledged by Authorized Owner Representative:		Printed Name:	
Title:		Date:	

New Hampshire Department of Environmental Services Federal Labor Standards Provisions

29 CFR 5.5

(a) **Required contract clauses.** The Agency head will cause or require the contracting officer to require the contracting officer to insert in full, or (for contracts covered by the Federal Acquisition Regulation ([48 CFR chapter 1](#))) by reference, in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the laws referenced by [§ 5.1](#), the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) **Minimum wages —**

(i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in [paragraphs \(d\)](#) and [\(e\)](#) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of [paragraph \(a\)\(1\)\(v\)](#) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in [paragraph \(a\)\(4\)](#) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under [paragraph \(a\)\(1\)\(iii\)](#) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) **Frequently recurring classifications.**

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to [§ 1.3\(f\)](#), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to [paragraph \(a\)\(1\)\(iii\)](#) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and

- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (B) The Administrator will establish wage rates for such classifications in accordance with [paragraph \(a\)\(1\)\(iii\)\(A\)\(3\)](#) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- (iii) **Conformance.**
- (A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (4) The classification is used in the area by the construction industry; and
- (5) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under [paragraphs \(a\)\(1\)\(iii\)\(C\)](#) and [\(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to [paragraph \(a\)\(1\)\(iii\)\(C\)](#) or [\(D\)](#) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iv) **Fringe benefits not expressed as an hourly rate.** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor

may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) **Withholding —**

- (i) **Withholding requirements.** The Funding Recipient or New Hampshire Department of Environmental Services may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in [paragraph \(a\)](#) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in [paragraph \(a\)\(3\)\(iv\)](#) of this section, the [Agency] may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (iv) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with [paragraph \(a\)\(2\)\(i\)](#) or [\(b\)\(3\)\(i\)](#) of this section, or both, over claims to those funds by:
 - (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (B) A contracting agency for its re-procurement costs;
 - (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (D) A contractor's assignee(s);
 - (E) A contractor's successor(s); or
 - (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901-3907](#).

(3) **Records and certified payrolls —**

(iii) **Basic record requirements —**

- (A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under [paragraph \(a\)\(1\)\(v\)](#) of this section that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

- (D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) **Certified payroll requirements —**

- (A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the Funding Recipient or the New Hampshire Department of Environmental Services if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the New Hampshire Department of Environmental Services. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under [paragraph \(a\)\(3\)\(i\)\(B\)](#) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the [Wage and Hour Division website](#) or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- (C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
- (1) That the certified payroll for the payroll period contains the information required to be provided under [paragraph \(a\)\(3\)\(ii\)](#) of this section, the appropriate information and basic records are being maintained under [paragraph \(a\)\(3\)\(i\)](#) of this section, and such information and records are correct and complete;
 - (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the “Statement of Compliance” required by [paragraph \(a\)\(3\)\(ii\)\(C\)](#) of this section.
- (E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).
- (G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iv) **Required disclosures and access —**
- (A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under [paragraphs \(a\)\(3\)\(i\)](#) through [\(iii\)](#) of this section, and any other documents that the [write the name of the agency] or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the New Hampshire Department of Environmental Services or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to [§ 5.12](#). In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the New Hampshire Department of Environmental Services if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email

address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the New Hampshire Department of Environmental Services, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) ***Apprentices and equal employment opportunity*** —

(iii) ***Apprentices*** —

- (A) ***Rate of pay.*** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (B) ***Fringe benefits.*** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (C) ***Apprenticeship ratio.*** The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to [paragraph \(a\)\(4\)\(i\)\(D\)](#) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in [paragraph \(a\)\(4\)\(i\)\(A\)](#) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (D) ***Reciprocity of ratios and wage rates.*** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(5) ***Compliance with Copeland Act requirements.*** The contractor shall comply with the requirements of [29 CFR part 3](#), which are incorporated by reference in this contract.

(6) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses contained in [paragraphs \(a\)\(1\)](#) through [\(11\)](#) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the New Hampshire Department of Environmental Services may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

- (7) **Contract termination: debarment.** A breach of the contract clauses in [29 CFR 5.5](#) may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in [29 CFR 5.12](#).
- (8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in [29 CFR parts 1, 3, and 5](#) are herein incorporated by reference in this contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in [29 CFR parts 5, 6, and 7](#). Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of eligibility.**
- (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).
 - (iv) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).
- (11) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
 - (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);
 - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or
 - (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).
- (b) **Contract Work Hours and Safety Standards Act (CWHSSA).** The Agency Head must cause or require the contracting officer to insert the following clauses set forth in [paragraphs \(b\)\(1\) through \(5\)](#) of this section in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must be inserted in addition to the clauses required by [paragraph \(a\)](#) of this section or [29 CFR 4.6](#). As used in this [paragraph \(b\)](#), the terms "laborers and mechanics" include watchpersons and guards.
- (1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in [paragraph \(b\)\(1\)](#) of this section, in the sum of \$32 for each calendar day on

which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1).

(3) ***Withholding for unpaid wages and liquidated damages*** —

(i) ***Withholding process.*** The funding recipient may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this [paragraph \(b\)](#) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(4) ***Subcontracts.*** The contractor or subcontractor must insert in any subcontracts the clauses set forth in [paragraphs \(b\)\(1\)](#) through [\(5\)](#) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

(c) ***CWHSSA required records clause.*** In addition to the clauses contained in [paragraph \(b\)](#) of this section, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by [§ 5.1](#), the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the primary Contractor must insert in any subcontract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the New Hampshire Department of Environmental Services and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

[Insert Davis-Bacon Wage Decisions here]

State: New Hampshire

Construction Types: Heavy

Counties: New Hampshire Counties of
Hillsborough

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

	Rates	Fringes	Total

ELEC0490-008 01/01/2025			
ELECTRICIAN.....	\$ 36.12	22.92	59.04

IRON0007-039 09/16/2025			
IRONWORKER (REINFORCING AND STRUCTURAL).....	\$ 33.65	26.12	59.77

PLUM0131-005 06/01/2025			
PIPEFITTER.....	\$ 45.76	26.19	71.95

SUNH2015-010 06/16/2017			
TRUCK DRIVER: DUMP TRUCK.....	\$ 19.02	5.73	24.75
TRAFFIC CONTROL: FLAGGER.....	\$ 17.24	1.54	18.78
PAINTER (BRUSH AND ROLLER).....	\$ 30.00	25.50	55.50
OPERATOR: ROLLER.....	\$ 24.09	4.43	28.52
OPERATOR: PAVER (ASPHALT, AGGREGATE, AND CONCRETE).....	\$ 27.10	5.69	32.79
OPERATOR: LOADER.....	\$ 20.80	2.65	23.45
OPERATOR: DRILL.....	\$ 27.15	13.39	40.54
OPERATOR: CRANE.....	\$ 28.37	9.74	38.11
OPERATOR: BULLDOZER.....	\$ 21.70	4.09	25.79
OPERATOR: BACKHOE/EXCAVATOR/TRACKHOE.....	\$ 25.00	1.84	26.84
LABORER: PIPELAYER.....	\$ 22.80	1.45	24.25
LABORER: COMMON OR GENERAL.....	\$ 16.93	1.70	18.63
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR.....	\$ 23.70	1.54	25.24
CEMENT MASON/CONCRETE FINISHER.....	\$ 27.46	13.30	40.76
CARPENTER, INCLUDES FORM WORK.....	\$ 26.83	6.94	33.77

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than **❖SU❖**, **❖UAVG❖**, **❖SA❖**, or **❖SC❖** denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the

classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ♦SU♦ identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

♦SU♦ wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ♦SA♦ identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ♦SA♦ identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests

for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

=====
END OF GENERAL DECISION

"

NHDES Front End Documents
Section D: Supplemental
Infrastructure, Investment and Jobs Act
Section 70914(a)
Build America, Buy America (BABA) Act
Rules Regulations and Form

Section D Supplemental: Infrastructure Investment and Jobs Act Section 70914(a) Build America Buy America (BABA) Rules Regulations and Forms

Pertinent Federal Acts and Provisions	3
Links for more Information	3
Build America, Buy America (BABA) Act	1
Office of Management and Budget (OMB) and Environmental Protection Agency (EPA) BABA Guidance	1
Application of a Buy America Preference	1
BABA Waivers.....	3
General Applicability Waivers	3
National Short-Term Waivers.....	4
Project Specific Waivers.....	4
BABA Compliance.....	5
Certifications	5
Installation	6
Question and Answers (provided for clarification purposes)	6
References	9
Appendices: Forms.....	10
NHDES-W-09-080 BIDDER’S BUILD AMERICA BUY AMERICA ACKNOWLEDGEMENT.....	11
BUILD AMERICA, BUY AMERICA (BABA) MANUFACTURER EXAMPLE CERTIFICATION.....	13
NHDES-W-09-069 BUILD AMERICA BUY AMERICA CONTRACTOR’S CERTIFICATION	14
NHDES-W-09-070 AMERICAN IRON AND STEEL DE MINIMIS TRACKING REPORT.....	15
NHDES-W-09-077 BUILD AMERICA BUY AMERICA PROJECT CERTIFICATION.....	17
Appendices: U.S. Environmental Protection Agency (EPA) Decision Memorandums.....	18
Public Interest: De Minimis General Applicability Wavier of Section 70914(a) o P.L. 117-58, Build America, Buy America Act, 2021 for US EPA Financial Awards and Procurements	19
Public Interest: Minor (Ferrous) Components of Iron and Steel Products General Applicability Wavier of Section 70914(a) o P.L. 117-58, Build America, Buy America Act, 2021 for US EPA Financial Awards and Procurements	24

Links to Other NHDES Front End Documents

[NHDES Front End Documents: Section A Bidding Requirements](#)

[NHDES Front End Documents: Section B Contract](#)

[NHDES Front End Documents: Section C General Conditions](#)

[NHDES Front End Documents: Section D Federal Provisions Rules Regulations and Forms](#)

Pertinent Federal Acts and Provisions

The Contractor shall comply with the Build America, Buy America (BABA) requirements of the Bipartisan Infrastructure Law (BIL) also known as the Infrastructure Investment and Jobs Act (IIJA - Public Law 117-58), and subsequent laws that continue the requirement for the use of domestic iron, steel, manufactured products and construction materials in construction projects funded by Federal financial infrastructure investments obligated on or after May 14, 2022.

Links for more Information

- [Supplemental to OMB M-22-11 guidance](#) (Published by Office of Management and Budget on April 18, 2022)
- [Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure](#) (Published by United States Environmental Protection Agency on November 3, 2022)
- [Final Pre-publication Guidance](#) for 2 CFR Subtitle A, Section 184.1 – 184.8 (Published by Office of Federal Financial Management, Office of Management and Budget)
- [United States Environmental Protection Agency Build America, Buy America \(BABA\) Website](#)
- [BABA Approved National Waivers](#)

Build America, Buy America (BABA) Act

Section 70914 of the Infrastructure Investment and Jobs Act (IIJA) ([Public Law 117-58](#)), and subsequent laws that continue the Build America, Buy America (BABA) requirements of Public Law 117-58 include “Build America, Buy America” requirements for construction projects funded by a Federal financial assistance program for infrastructure, including the Clean Water and Drinking Water State Revolving Fund (SRF) programs. Under these laws, all Clean Water and Drinking Water SRF funded infrastructure projects must use iron, steel, manufactured products and construction materials that are produced in the United States. The Contractor shall comply with these BABA requirements.

Office of Management and Budget (OMB) and Environmental Protection Agency (EPA) BABA Guidance

[EPA’s Build America, Buy America Requirement](#) website includes detailed information on Build America, Buy America requirements and waivers.

The paragraphs in *italics* below are excerpts from the OMB and EPA BABA guidance available at the EPA website. Words in plain text are clarifications added by NHDES.

Application of a Buy America Preference

By May 14, 2022, agencies must ensure that all applicable programs comply with section 70914 of the Act, including by the incorporation of a Buy America preference in the terms and conditions of each award with an infrastructure project (1). Absent a waiver, all iron, steel, manufactured products, and construction materials permanently incorporated into an infrastructure project subject to the BABA requirements must be produced in the United States (2).

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project (1). For many of EPA’s Office of Water infrastructure investment programs, the vast majority of products permanently incorporated into construction, maintenance, or repair projects must comply with the BABA requirements, with the exception of select construction materials (cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives), which are specifically excepted by the BABA statute

(2). The classification of an article, material, or supply as falling into one of the categories listed in the following paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project (3).

The Act requires the following Buy America preference:

Iron and Steel

*All iron and steel used in the project **must be** produced in the United States - this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States (1). Primarily iron or steel places constraints on the products listed in the AIS guidance in Section D. For one of the listed products to be considered subject to the BABA Iron and Steel requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.*

Manufactured Products

All manufactured products used in the project must be produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are

mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation (1).

- a. **Determining the cost of components for manufactured products** – *In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:*
- 1) *For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or*
 - 2) *For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a) of this section, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product (3).*

Q5.7: Who is responsible for documenting the 55 percent content requirement for manufactured products under BABA? What if the final manufacturer cannot trace or verify domestic origin for all components?

A5.7: The manufacturer who signs a certification letter is responsible for documenting compliance with any of the three categories of products (iron and steel, manufactured products, or construction materials). For manufactured products, BABA requires that greater than 55 percent of the total cost of all components of the manufactured product be from domestic sources. EPA recommends that the certification letter for manufactured products document whether the item passes the content test in the final product along with a statement attesting to compliance with the BABA requirements for manufactured products (2).

Construction Materials

All construction materials used in the project must be manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States (1).

The IJIA finds that “construction materials” includes an article, material, or supply— other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives— that is or consists primarily of following (with the standard for the material to be considered “produced in the United States”:

- a) **Non-ferrous metals:** *All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.*
- b) **Plastic and polymer-based products:** *All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.*
- c) **Glass:** *All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.*
- d) **Fiber optic cable (including drop cable):** *All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.*
- e) **Optical fiber:** *All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.*

- f) **Lumber:** All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.
- g) **Drywall:** All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.
- h) **Engineered wood:** All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States (3).

Note: To provide clarity to item, product, and material manufacturers and processors, we note that items that consist of two or more of the listed materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials (1).

BABA Waivers

General Applicability Waivers

De Minimis Waiver

EPA's October 21, 2022 Decision Memorandum established a Public Interest Waiver for De Minimis BABA components, further referred to as De Minimis General Applicability Waiver of Section 70914(a) of Public Law 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards and Procurements. The De Minimis Waiver is made part of this guidance and is available for use on this project. Contractors who wish to use this waiver must consult with the Owner when determining the items to be covered by this waiver, and shall retain and provide to the Owner relevant documentation (i.e., invoices) for those items for the Owner's project files. The Contractor shall summarize in reports to the Owner: the types and/or categories of items to which this waiver is applied; the total cost of the components covered by the waiver for each type or category (including copies of invoices). **The Contractor shall include a complete and up-to-date De Minimis Report in each application for payment.** The Contractor shall also provide the report to the Owner upon request.

De Minimis Waiver Decision - Section 70914(b)(1) of the Infrastructure Investment and Jobs Act authorizes the Administrator to waive the requirements of Build America, Buy America if implementation would be inconsistent with the public interest. Due to the critical need to reduce the administrative burden for recipients and agencies and to ensure recipients can effectively carry out the EPA funded activity in a timely manner, it is in the public interest to waive Build America, Buy America requirements for products used in and incorporated into a project that cumulatively comprise no more than five percent of the total project cost. This waiver is not additive with the existing American Iron and Steel national de minimis waiver. The EPA will review this waiver every five years after the date on which the waiver is issued (4).

There is no dollar cap for this waiver and the calculation basis will be total project cost. The five percent threshold can be used for any product, independent of the purpose of the project (does not need to be incidental to the project purpose as with AIS de minimis).

Minor Components Waiver

EPA's April 11, 2023 Decision Memorandum established a Public Interest Waiver for Minor (Ferrous) Components of Iron and Steel Products, further referred to as Minor Components General Applicability Waiver of Section 70914(a) of Public Law 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards and Procurements. The waiver applies only to iron and steel products subject to the Build America, Buy America Act requirements and concerns only the iron and steel (ferrous) components of an otherwise domestically manufactured iron and steel good. The Build America, Buy America Act requires that the iron and steel used in a product is melted and/or poured in the United States and all subsequent operations occur domestically. This waiver would allow manufacturers of

iron and steel products to utilize a small portion (up to five percent by product material cost) of nondomestic or unknown origin iron and steel minor components within their otherwise domestically manufactured iron and steel products. Like the American Iron and Steel Minor Components waiver, the EPA recommends that manufacturers acknowledge use of this Minor Components waiver when providing notice through their certification letters to document their product's compliance with the Build America, Buy America iron and steel and American Iron and Steel requirements (5).

National Short-Term Waivers

Q4.3: If a manufactured product is not readily available domestically, will EPA provide short-term “limited availability” product waivers?

A4.3: EPA will address the unavailability of domestic products through the waiver process, including potential national short-term waivers for specific products, if appropriate. To the extent practicable and with the intent to maximize domestic market and supply chain development, EPA intends to address issues of broad product unavailability with targeted, time-limited, and conditional waivers, as prescribed in OMB Guidance M-22-11. EPA will follow its robust and thorough product research processes (those put into place for the AIS requirements for the SRF and WIFIA programs and expanded for the new BABA requirements) to identify and determine those products for which proposed national/general applicability waivers may be appropriate (2).

Project Specific Waivers

Nonavailability Waiver

Pursuant to Section 70914(c) of the Act, the head of a Federal agency may waive the application of a Buy America preference under an infrastructure program in any case in which the head of the Federal agency finds that types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality. Before issuing a waiver, the head of the Federal agency must make publicly available on the agency’s website a detailed written explanation for the proposed determination to issue the waiver and provide at least 15 days for public comment on the proposed waiver. General applicability waivers are subject to a minimum 30-day public comment period (1).

Q4.1: Who may apply for a waiver and how do you apply?

A4.1: Assistance recipients and their authorized representatives may apply for a project specific waiver. EPA does not accept waiver requests from suppliers, distributors, or manufacturers unless the assistance recipient endorses and submits the request on its own behalf to the funding authority. In the case where multiple programs are providing federal funds to the project, the assistance recipient should submit the waiver request to the cognizant program, the one providing the greatest amount of federal funds for the project. In the case of indirect federal assistance, such as the SRF programs, the state authority reviews and conveys the waiver request to EPA (2).

Project-specific waiver requests should generally include:

- (1) Brief summary of the project,*
- (2) Description and explanation of the need for the waiver for the product(s) in question,*
- (3) Brief summary of the due diligence conducted in search of domestic alternatives (which could include correspondence between assistance recipient and supplier/distributors),*
- (4) Quantity and materials of the product(s) in question,*
- (5) all engineering specifications and project design considerations relevant to the product(s) in question,*
- (6) the approximate unit cost of items (both foreign and domestic) in addition to an estimated cost of the materials and overall project,*
- (7) the date any products will be needed on site in order to avoid significant project schedule disruptions, and*

- (8) any other pertinent information relevant to EPA's consideration of the waiver (e.g., if relevant for SRF projects: whether the project is designated as an equivalency project, the date the plans and specifications were submitted to the state, the date of construction initiation, expected date of project completion, any special considerations such as local zoning and building ordinances, seismic requirements, or noise or odor control requirements) (2).

Q4.6: How can assistance recipients and construction contractors address product delivery delays?

A4.6: Assistance recipients should reasonably plan for material procurement to account for known potential supply chain issues or extended lead times and shall notify the funding authority well in advance of the issues so that prompt attention can be given to explore options. Where extended lead times for compliant products are impacting project schedules and may significantly impact construction progress, timely communication with the funding agency is important. For products that are unavailable within a reasonable timeframe to meet the objectives and schedule of a project, EPA may consider a non-availability waiver with adequate justification. An assistance recipient would need to apply for the waiver and contact its funding authority (such as EPA and/or a state) to initiate the waiver process (2).

Q4.2: Can an assistance recipient request a waiver based on a specification written for a specific brand or model of product (that is, a specification that names a branded item or model)?

A4.2: In most cases, performance-based specifications are expected and required for the majority of infrastructure projects funded by EPA's financial assistance programs. In rare cases where "branded" or product-specific sourcing may be included in project specifications, it is suggested that the specifications include the item in question (that is, not simply a catalog page, but also materials of construction, sizing, quantities, and applicable engineering performance design characteristics for the project, etc.) in addition to the standard phrase "or equal." For the purposes of product alternative market research, EPA will evaluate the BABA requirements based on performance-based engineering specifications for the product(s) in question. If the project's specifications do not include performance-based specifications, or at least an "or equal" designation, EPA will base its research on an "or equal" designation using best professional judgment to the extent practicable (2).

BABA Compliance

Certifications

The Contractor, through its subcontractors, suppliers and manufacturers shall provide to the Owner written certification that all BABA materials provided for the project comply with the BABA requirements of Section 70914 of the Infrastructure Investment and Jobs Act (IIJA) ([Public Law 117-58](#)) as applicable for the SRF programs. The manufacturers have responsibility to provide adequate and accurate documentation of the products manufactured. Manufacturer certification letters must include the following:

- Manufacturer name;
- SRF construction project name and location;
- A list of specific product(s) delivered to the project site;
- A statement that the product is in compliance with the Buy America, Build America requirement of the Infrastructure Investment and Jobs Act (IIJA) as mandated by EPA's SRF programs;
- The location of the foundry/mill/factory where the product was manufactured (City and State); and
- A signature by a manufacturer's responsible party.

EPA OW BABA Implementation Procedures dated November of 2022 contains additional guidance on manufacturer certifications as follows:

Q5.3: How can product compliance with the BABA requirements be demonstrated?

A5.3: Assistance recipients and their representatives should ensure that the products delivered to the construction site are accompanied by proper documentation that demonstrate compliance with the law and be made available to the funding authority upon request. The documentation may be received and maintained in hard copy, electronically, or could be embedded in construction management software. The use of a signed certification letter for the project is the most direct and effective form of compliance documentation for ensuring products used on site are BABA- compliant prior to their installation; however, other forms of documentation are also acceptable as long as collectively, the following can be demonstrated:

- (1) Documentation linked to the project. For example, this can be in the form of the project name, project location, contract number, or project number.*
- (2) Documentation linked to the product used on the project. For example, description of product(s) (simple explanation sufficient to identify the product(s)), or an attached (or electronic link to) purchase order, invoice, or bill of lading.*
- (3) Documentation includes statement attesting that the products supplied to the assistance recipient are compliant with BABA requirement. Reference to the Infrastructure Investment and Jobs Act (“IIJA”) or the Bipartisan Infrastructure Law (BIL) are also acceptable. For iron and steel items under BABA, references to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with BABA for such items.*
- (4) Documentation that manufacturing occurred in the United States, which could include, for example, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. Note that each BABA category may require different determinations for compliance.*
- (5) Signature of company representative (on company letterhead and signature can be electronic). The signatory of the certifying statement affirms their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the BABA requirements (2).*

Installation

All iron and steel, manufactured products, and construction materials, as defined herein, shall be produced in the United States in accordance with the Build America, Buy America requirements of the Infrastructure Investment and Jobs Act as mandated by the Clean Water and Drinking Water State Revolving Fund programs. If a potentially non-compliant product is installed in the permanent work and not eligible for a waiver, the Contractor will be required to remove the non-domestic item from the project.

Question and Answers (provided for clarification purposes)

Q2.4: Which category will valves fall under for BABA? Will it differ from the American Iron and Steel (AIS) requirements?

A2.4: For programs that are subject to BABA and AIS (SRF, WIFIA, and Community Project Funding), projects using valves should classify them as iron and steel products under BABA as long as their material cost is made up of more than 50 percent iron and/or steel. Valves with 50 percent or less iron and/or steel by material cost would be considered manufactured products under the BABA requirements. In accordance with OMB Guidance M-22-11, an article, material, or supply should be classified into only one of the three categories: iron and steel, manufactured products, or construction materials. Under the AIS requirements, all valves made primarily of iron and steel (that is, those with iron and/or steel material cost greater than 50 percent) must comply with the AIS requirements. For BABA, EPA interprets Section IV of OMB Guidance M- 22-11 to mean that iron and steel products are those items that are primarily iron and steel, the same as for the AIS requirements (2).

Q2.5: Does EPA have a list of products to be classified as “Iron and Steel” under BABA?

A2.5: Although this list is not comprehensive, the following products were classified as AIS products if made primarily (more than 50 percent) of iron and/or steel by materials cost (for programs subject to both AIS and BABA, this list would be equivalent for “iron and steel” items or products under either requirement):

Products likely made “primarily” of iron and steel to be classified as Iron and Steel under BABA

Lined and Unlined Pipe, Lined and Unlined Fittings, Tanks, Flanges, Pipe Clamps and Restraints, Structural Steel, Valves, Hydrants, Pre-Cast, Iron/Steel Reinforced Concrete (of all types, regardless of iron/steel content percentage), Manhole Covers and other Municipal Castings, Access Hatches, Ballast Screens, Iron or Steel Benches, Bollards, Cast Bases, Cast Iron, Hinged Hatches, Cast Iron Riser Rings, Catch Basin Inlets, Cleanout/Monument Boxes, Construction Covers and Frames & Curb and Corner Guards, Curb Boxes, Curb Openings, Curb Stops, Detectable Warning Plates, Downspout Shoes, Drainage Grates, Drainage Grate Frames and Curb Inlets, Inlets, Junction Boxes, Lampposts, Manhole Rings and Frames, Manhole Risers, Meter Boxes, Service Boxes, Steel Hinged Hatches, Steel Riser Rings, Trash Receptacles, Tree Grates, Tree Guards, Trench Grates, Valve Boxes, Valve Box Covers and Risers, Access Ramps, Aeration Pipes and Fittings (separate from aeration/blowers), Angles, Backflow Preventers/Double Check Valves, Baffle Curtains, Iron or Steel Bar, Bathroom Stalls, Beam Clamps, Cable Hanging Systems, Clarifier Tanks, Coiled Steel, Column Piping, Concrete Reinforcing Bar, Wire, and Fibers, Condensate Sediment Traps, Corrugated Pipe, Couplings, Decking, Digester Covers, Dome Structures, Door Hardware, Doors, Ductwork, Expansion Joints, Expansion Tanks (diaphragm, surge, and hydropneumatics), Fasteners, Fencing and Fence Tubing, Fire Escapes, Flanged Pipe, Flap Gates, Framing, Gate Valves, Generic Hanging Brackets, Grating, Ground Testing Boxes, Ground Test Wells, Guardrails, HVAC Registers, Diffusers, and Grilles, Joists, Knife Gates, Ladders, Lifting Hooks, J- bar, Connectors within, and Anchors for Concrete, Lockers, Man Baskets and Material Platforms, Manhole Steps, Mud Valves, Municipal Casting Junctions, Non-mechanical (aka stationary) Louvers and Dampers, Overhead Rolling Doors/Uplifting Doors (manual open, no motor) Pipe Connectors, Pipe Hangers, Pipe Pilings (any type of steel piling), Pipe Spool (pipe, flanges, connectors, etc.), Pipe Supports, Pitless Adaptors, Pre-fab Steel Buildings/Sheds (simple structure, unfurnished), Pre-stressed Concrete Cylinder Pipe (PCCP), Railings, Reduced Pressure Zone (RPZ) Valves, Roofing, Service Saddles, Sheet Piling, Sinks (not part of eyewash systems), Solenoid Valves, Stairs, Static Mixers, Stationary Screens, Surface Drain, Tapping Sleeves, Telescoping Valves, Tipping Buckets, Trusses, Tubing, Valve Stem Extensions, Valve Stem (excluding handwheels and actuators), Wall Panels, Wall Sleeves/Floor Sleeves, Welding Rods, Well Casing, Well Screens, Wire, Wire Cloth, Wire Rod, Wire Rope and Cables (2).

Q2.6: Does EPA have a list of products to be classified as “Primarily” of iron and steel but would be classified as “manufactured products” under BABA?

A2.6: Although this list is not comprehensive, the following products would be considered “manufactured products” under the BABA requirements, even if the item might be composed primarily of iron and steel by material cost (Note: These items are not subject to the AIS requirement):

Products likely made “primarily” of iron and steel to be classified as Manufactured Products under BABA Actuator Superstructures/Support Structures, Aeration Nozzles and Injectors, Aerators, Analytical Instrumentation Analyzers (e.g., ozone, oxygen), Automated Water Fill Stations, Blowers/Aeration Equipment, Boilers, Boiler Systems, Chemical Feed Systems (e.g., polymer, coagulant, treatment chemicals), Chemical Injection Quills, Chemical Injectors, Clarifier Mechanisms/Arms, Compressors, Controls and Switches, Conveyors, Cranes, Desiccant Air Dryer Tanks, Dewatering Equipment, Dewatering Roll-offs, Disinfection Systems, Drives (e.g., variable frequency drives), Electric/Pneumatic/Manual Accessories Used to Operate Valves (such as electric valve actuators), Electrical Cabinetry and Housings (such as electrical boxes/enclosures), Electrical Conduit, Electrical Junction Boxes, Electronic Door Locks, Elevator Systems (hydraulic, etc.), Emergency Life Systems (including eyewash stations, emergency safety showers, fire extinguishers, fire suppression systems including sprinklers/piping/valves, first aid, etc.), Exhaust Fans, Fall Protection Anchor Points, Fiberglass Tank w/Appurtenances, Filters (and appurtenances, including underdrains, backwash systems), Flocculators, Fluidized Bed Incinerators, Galvanized Anodes/Cathodic Protection, Gear Reducers, Generators, Geothermal

Systems, Grinders, Heat Exchangers, HVAC (excluding ductwork), HVAC Dampers (if appurtenances to aerators/blowers) HVAC Louvers (mechanical), Intake and Exhaust Grates (if appurtenances to aerators/blowers), Instrumentation Laboratory Equipment, Ladder Fall Prevention Systems, Ladder Safety Post, Lighting Fixtures, Lightning and Grounding Rods, Mechanical or Actuated Louvers/Dampers, Membrane Bioreactor Systems, Membrane Filtration Systems, Metal Office Furniture (fixed), Meters (including flow, wholesale, water, and service connection), Motorized Doors (unit), Motorized Mixers, Motorized Screens (such as traveling screens), Motors, Pelton Wheels, Pipeline Flash Reactors (similar to injectors), Plate Settlers, Precast Concrete without Iron/Steel Reinforcement, Furnished Pre-fab Buildings (such as furnished with pumps, mechanics inside), Presses (including belt presses), Pressure Gauges, Pump Cans/Barrels and Strainers, Pumps Mechanical Rakes, Safety Climb Cable, Sampling Stations (unless also act as hydrant,) Scrubbers, Sensors, Sequencing Batch Reactors (SBR), Steel Shelving (fixed), Slide and Sluice Gates, Spray Header Units, Steel Cabinets (fixed interior/furniture), Supervisory Control and Data Acquisition (SCADA) Systems, Tracer Wire, Valve Manual Gears, Actuators & Handles, Voltage Transformer, Water Electrostatic Precipitators (WESP), Water Heaters, Weir Gates (2).

Q2.7: Is asphalt a covered product under BABA?

A2.7: No. EPA interprets Section 70917(c) of the IIJA to exclude asphalt from BABA requirements. Asphalt paving is a type of concrete composed of an aggregate material mixed with a binder (bitumen). EPA considers asphalt concrete to be excluded by section 70917(c) due to its similarities with cement and cementitious materials (2).

Q8.2: Product Coverage. Are products and materials that purposefully decay or decompose (such as biodegradable coir material used for erosion control) considered permanently affixed items that are subject to the BABA requirements?

A8.2: No, BABA requirements do not apply to purposefully decaying and decomposing items, such as coir mats, or temporary shoring items not intended to be permanently affixed to or incorporated into a structure. According to the OMB Guidance (M-22-11), BABA “does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project[,] but are not an integral part of or permanently affixed to the structure (6).

References

Executive Office of the President, Office of Management and Budget. M-22-11. *Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure*. April 18, 2022.

Federal Financial Assistance Programs, United States Environmental Protection Agency Office of Water. Build America, Buy America Act Implementation Procedures for EPA Office of Water. *Build America, Buy America Act Implementation Procedures for EPA Office of Water*. November 3, 2022.

Office of Federal Financial Management, Office of Management and Budget. Pre-publication version of 2 CFR Parts 184 and 200 – Guidance for Grants and Agreements. August 14, 2023.

United States Environmental Protection Agency. Public Interest: De Minimis General Applicability Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards and Procurements. *Public Interest: De Minimis General Applicability Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards and Procurements*. October 21, 2022.

United States Environmental Protection Agency —. Public Interest: Minor (Ferrous) Components of Iron and Steel Products General Applicability Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards. *Public Interest: Minor (Ferrous) Components of Iron and Steel Products General Applicability Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards*. April 11, 2023.

United States Environmental Protection Agency Office of Water. Supplemental Questions and Answers for Build America, Buy America Act Implementation Procedures for Office of Water Federal Financial Assistance Programs. *Supplemental Questions and Answers for Build America, Buy America Act Implementation Procedures for Office of Water Federal Financial Assistance Programs*. November 3, 2022.

Appendices: Forms



BIDDERS BUILD AMERICA BUY AMERICA ACKNOWLEDGEMENT

Clean Water and Drinking Water State Revolving Loan Fund



Public Law 113-76117-58 Build America, Buy America (BABA) Act

Instructions: This acknowledgement form must be completed and signed by the bidder's authorized representative, and conveyed to owner with bid submittal. You will find NHDES bid information in [Section A](#) of the front-end documents.

Project Name:	City/ Town/ Entity:
Bidder Name:	Bidder Address:

With submittal of this Bid, the Bidder acknowledges to and for the benefit of the Owner ("Owner") and the State of New Hampshire ("State") that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Bid.

The Bidder hereby presents and warrants to and for the benefit of the Owner and State that (a) the Bidder has reviewed and understands the Build America, Buy America Requirement, (b) all of the iron, steel, manufactured products, and construction materials used in the project will be and/or have been produced and assembled in the United States in a manner that complies with the Build America, Buy America Requirement, unless a waiver of the requirement is approved, and (c) the Bidder will provide any further verified information, certification or assurance of compliance with this Acknowledgement, or information necessary to support a waiver of the Build America, Buy America Requirement, as may be requested by the Owner or the State.

Notwithstanding any other provision of the Contract Documents, any failure to comply with this Acknowledgement by the Bidder shall permit the Owner or State to recover as damages against the Bidder any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner). *If the Contractor has no direct contractual privity with the State, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.*

Additionally, The Bidder hereby acknowledges that Bidder must include in all contracts and purchase agreements for this project the following Build America, Buy America contract language:

"(Subcontractor/Supplier) acknowledges to and for the benefit of the (Owner) and the State of New Hampshire (State) that it understands the goods and service under this contract or purchase agreement (Agreement) are being funded with monies that are subject to statutory requirements commonly known as "Build America, Buy America" of the Infrastructure Investment and Jobs Act (IIJA) (Public Law 117-58), that requires all of the iron, steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirement") including iron, steel, manufactured products, and construction materials provided under this contract or Agreement. The Subcontractor/Supplier hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Subcontractor/Supplier has reviewed and understands the Build America, Buy America Requirement, (b) all of the iron, steel, manufactured products, construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirement, unless a waiver of the requirement is approved, and (c) the Subcontractor/Supplier will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirement, as may be requested by the Owner or the State."

Signature of certifying bidder's representative:		Printed Name:	
Title:		Date:	

BUILD AMERICA, BUY AMERICA (BABA) MANUFACTURER EXAMPLE CERTIFICATION

Date

Manufacturer Name Manufacturer Street Address City, State ZIP

RE: Project Name, Project Location

I, _____ (Authorized Manufacturer Representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the Build America, Buy America (BABA) requirement as mandated by the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58, Section 70901-52 for all projects funded by a Federal financial assistance program for infrastructure, including each deficient program.

Item, Product and/or Materials

Item, Product and/or Materials

Item, Product and/or Materials

Item, Product and/or Materials

Item, Product and/or Materials

Manufacturing of the above items, products and/or materials took place at the following location(s):

Additionally, if any of the above compliance statements change while providing material to this project _____ (Manufacturer) will immediately notify _____ (Contractor) and the _____ (Owner).

Manufacturer's Signature

Note: The signature must be by manufacturer's authorized responsible party, not the material distributor or supplier.

Manufacturer Certification Checklist

- ✓ Manufacturer name;
- ✓ SRF construction project name and location;
- ✓ A list of specific product(s) delivered to the project site;
- ✓ A statement that the product is in compliance with the Build America, Buy America (BABA) requirement as mandated by the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58, Section 70901-52;
- ✓ The location of the foundry/mill/factory where the product was manufactured (City and State); and
- ✓ A signature by a manufacturer's responsible party.



CONTRACTOR'S PAYROLL CERTIFICATION BUILD AMERICA BUY AMERICA CERTIFICATION



Clean Water and Drinking Water State Revolving Loan Fund

Public Law: 117-58

Required for Private Water Systems. This form will be submitted with each disbursement request.

Project Name:		Project Number:	
Project Location:			
Contractor Name:			
Contractor Address:	City:	State:	Zip:
Payment Application #:	Payment Application End Date:		

I hereby certify that all of the contract requirements as specified under the Labor Standards Provision for Federal and Federally Assisted Contracts have been complied with by the above-named Contractor, and by each Subcontractor employing Laborers or Mechanics at the site of the work, or there is an honest dispute with respect to the required provisions.

I hereby certify that the "Buy America, Build America Act" provisions of the Infrastructure Investment and Jobs Act ([Public Law 117-58, Section 70901-52](#)), and subsequent laws that continue the requirement for the use of Buy America, Build America products in construction projects funded by Federal financial assistance programs for infrastructure as applicable, have been met, and that all iron, steel, manufactured products, and construction materials used in the project named above have been produced and assembled in the United States in a manner that complies with Build America, Buy America Requirements, and/or that applicable EPA-approved waivers have been obtained to comply with American Iron and Steel requirements. By signing payment applications and recommending payment, Contractor certifies they have reviewed documentation for all products and materials submitted for payment, and documentation is sufficient to demonstrate compliance Build America, Buy America Act requirements.

Contractor Signature:		Printed Name:	
Title:		Date:	



BUILD AMERICA BUY AMERICA

De Minimis Tracking Report

Clean Water and Drinking Water State Revolving Loan Fund



Public Law 117-58 Build America, Buy America Act (BABA); De Minimis Waiver Section 70914(b)(1)

Submit this form with each application for payment.

Contractors who wish to use the BABA De Minimis waiver must consult with the owner when determining the items to be covered by this waiver, and shall retain and provide to the owner relevant documentation (i.e., invoices) for those products. The contractor shall summarize in reports to the owner the types and/or categories of items to which this waiver is applied; the total cost of products covered by the waiver for each type or category (including copies of invoices); and the calculations by which contractor determined the total cost of materials used in and incorporated into the project. **The contractor shall include a complete and up-to-date De Minimis Tracking Report in each application for payment.** The contractor shall also provide the report to the owner upon request.

CWSRF/DWSRF Project Number:				Payment Application Date:			
Project Name:							
Owner:				Contractor:			
Has the contractor purchased or used BABA materials that will be covered under this waiver?							
Yes ☐ Please continue to the next section.							
No ☐ Please simply sign below.							
Total Project Cost:				De Minimis 5% Limit:			
Is this the final report?							
Yes ☐ In order to be considered a final report, all materials have been delivered for the project.							
No ☐							
Product Description ¹	Date Added	Country of Origin	Quantity	Cost Per Unit	Product Total Cost	How is Cost Documented? ²	
Total Cost of De Minimis Products							

☐ I have included Attachment A.

Contractor Signature:				Printed Name:			
Title:				Date:			

NOTE: The De Minimis waiver is only applicable to the cost of materials incorporated into the project. Do not include other project costs (labor, installation costs, etc.) in the "Total Cost of Materials." The cost of a material must include delivery to the site and any applicable tax. Contractor must provide sufficient documentation to support all costs included in this calculation.

¹ Use Attachment A only if your products exceed the number of rows available in the table.

² Documentation must demonstrate confirmation of the products' actual costs (invoice etc.).

Attachment A: De Minimis Tracking Report

[illegible]

Contractor Signature:		Printed Name:	
Title:		Date:	

NOTE: The De Minimis waiver is only applicable to the cost of materials incorporated into the project. Do not include other project costs (labor, installation costs, etc.) in the "Total Cost of Materials." The cost of a material must include delivery to the site and any applicable tax. Contractor must provide sufficient documentation to support all costs included in this calculation.

³ Use Attachment A only if your products exceed the number of rows available in the table.

⁴ Documentation must demonstrate confirmation of the products' actual costs (invoice etc.).



BUILD AMERICA BUY AMERICA

Project Certification

Clean Water and Drinking Water State Revolving Loan Fund



Public Law 117-58 Build America, Buy America Act (IIJA); De Minimis Waiver Section 70914(a)

This certification must be completed and signed by the authorized representative of the contractor, acknowledged by the authorized representative of the owner, and submitted to the New Hampshire Department of Environmental Services **upon substantial completion** of the project.

Project Name:		Town/ City/ Entity:					
Contractor name:		CWSRF/DWSRF Project #:					
Contractor Address:		City:		State:		Zip:	

I hereby certify on behalf of the above-named contractor. (Please check **one** of the following **and** provide documentation as necessary.)

☐ That the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act (Public Law 117-58), and subsequent laws that continue the requirement for the use of Build America, Buy America products in construction projects funded by Federal financial assistance programs for infrastructure, including each deficient program, (Build America, Buy America Requirement, BABA) **have been met** and that all iron, steel, manufactured products, and construction materials used in the project named above have been produced and assembled in the United States in a manner that complies with the Build America, Buy America Requirements.

OR

☐ That the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act (Public Law 117-58), and subsequent laws that continue the requirement for the use of Build America, Buy America products in construction projects funded by Federal financial assistance programs for infrastructure, including each deficient program, (Build America, Buy America Requirement, BABA) **were unable to be met**. Not all the iron, steel, manufactured products, and construction materials used in the project named above have been produced and assembled in the United States.

Items that do not meet BABA requirements are as follows:

Attach all documentation including EPA-approved waivers for all iron and steel that do not meet the BABA Requirement.

Signature of Certifying Contractor Representative:		Printed Name:	
Title:		Date:	
Acknowledged by Authorized Owner Representative:		Printed Name:	
Title:		Date:	

Appendices: U.S. Environmental Protection Agency (EPA) Decision Memorandums

Public Interest: De Minimis General Applicability Wavier of Section 70914(a) o P.L. 117-58, Build America, Buy America Act, 2021 for US EPA Financial Awards and Procurements



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

OCT 21 2022

THE ADMINISTRATOR

DECISION MEMORANDUM

SUBJECT: Public Interest: *De Minimis* General Applicability Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards and Procurements

FROM: Michael S. Regan

Introduction

Congress passed, and the President signed in November 2021 the Infrastructure Investment and Jobs Act, which included the Build America, Buy America Act. This is a transformational opportunity to build a resilient supply chain and manufacturing base for critical products here in the United States that will catalyze new and long-term investment in good-paying American manufacturing jobs and businesses. Consistent with the policy direction of Executive Order 14005: Ensuring the Future is Made in All of America by All of America's Workers, section 70914 of the Infrastructure Investment and Jobs Act establishes governmentwide Buy America conditions on all federal financial assistance programs and the projects funded through federal financial assistance funded after May 14, 2022.

The U.S. Environmental Protection Agency remains committed to implementing Build America, Buy America to cultivate the domestic manufacturing base for a range of products. Products that qualify for a *de minimis* waiver cumulatively may comprise no more than a total of five percent of the total project cost. This waiver is not additive with the existing American Iron and Steel national *de minimis* waiver. The EPA's infrastructure programs vary widely from small community projects costing thousands of dollars up to large billion-dollar regional infrastructure projects. The EPA solicited public comment on including a dollar cap per project. The EPA received no public comments supporting including a cap. Based on an assessment of agency infrastructure projects, many larger projects in a variety of covered infrastructure programs have such significant material costs that a dollar cap would not provide the flexibility intended by the *de minimis* waiver. After consideration of the public comments received, the EPA is not including a dollar cap for its waiver.

Build America, Buy America *De Minimis* Waiver

The Office of Management and Budget's April 18, 2022, memorandum, "Initial Implementation Guidance on Application of Buy American Preference in Federal Financial Assistance Programs for Infrastructure" (M-22-11) encourages agencies to consider whether a general applicability public interest waiver should apply to infrastructure project purchases below a *de minimis* threshold to reduce the administrative burden for recipients and agencies. OMB directs agencies to ensure that recipients

and federal agencies make efficient use of limited resources, especially if the cost of processing the individualized waiver would risk exceeding the value of the items waived.

This waiver advances Build America, Buy America by reducing the administrative burden to potential assistance recipients where the costs of compliance could distract from the focus on higher value compliant items. Failure to provide recipients such flexibilities could delay the award for infrastructure projects as assistance recipients must exert considerable effort accounting for the sourcing for miscellaneous, low-cost items.

Anticipated Program Impacts Absent a Waiver

Build America, Buy America impacts more than 60 EPA programs. The agency is committed to robust implementation of the act's Buy American Preference in an efficient and effective manner. This waiver seeks to significantly reduce the administrative burden on recipients while exempting a small share (five percent or less) of the total project cost from the Buy American Preference requirement.

Infrastructure projects often contain a relatively small number of high-cost products incorporated into the projects. In solicitations for a project, these high-cost products are generally described in detail via project specific technical specifications. For these major products, recipients are generally familiar with the conditions of availability, the potential alternatives for each detailed specification, the approximate cost, and the country of manufacture of the available components.

Infrastructure projects also involve the use of potentially thousands of miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project. For many of these miscellaneous products, the country of manufacture and the availability of alternatives are not always readily or reasonably identifiable prior to procurement in the normal course of business; for other miscellaneous products, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually or procured in bulk, mark them as potentially *de minimis* items.

Failure to grant such a waiver creates significant administrative burden for the EPA and recipients as both sides must negotiate such products on a project-by-project basis, which will increase the cost to the taxpayer, delay the award of assistance agreements and procurement, and has negligible relevance to the intent of Build American, Buy American. With application of this waiver, federally funded infrastructure projects would be aided in meeting the critical public health protection and environmental project purposes on time and on budget. By focusing the programs' attention on high-value domestic products (representing most of the federal infrastructure investment), the EPA will be well-positioned to catalyze resilient domestic supply chains and invest in good-paying American manufacturing jobs and businesses. Absent the waiver, critical public-health protection and environmental infrastructure projects could expend resources inefficiently, potentially failing to deliver on the critical goals of projects and the domestic preference requirements.

Assessment of Cost Advantage of a Foreign-Sourced Product

Under OMB Memorandum M-22-11, agencies are expected to assess "whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron or manufactured products or the use of injuriously subsidized steel, iron or manufactured products" as appropriate before granting a public interest waiver. The EPA's analysis has concluded that this

assessment is not applicable to this waiver, as this waiver allows only a small, *de minimis* value of products to be waived relative to the total cost of a project. The EPA will perform additional market research as it implements the Build America, Buy America requirements to better understand the market and to limit the use of waivers caused by dumping of foreign-sourced products.

Public Notice

The EPA published July 27, 2022, a notice proposing to issue this waiver, and the comment period was open until August 15, 2022. The agency received 41 comments during the public comment period: one representing a federal agency; nine representing manufacturers and the manufacturing industry; 21 representing state agencies; three representing territories; and seven representing rural partnerships and water associations. Most comments were supportive of the waiver with many requesting a threshold higher than the proposed five percent, usually 10 to 15 percent. Of the few comments on a cap, some were opposed, and others supported a cap contingent on a threshold higher than the proposed five percent. Some commenters opposed the waiver because the waiver could reduce opportunities for American manufacturing. Other commenters requested that the Build America, Buy America *de minimis* waiver mirror the American Iron and Steel *de minimis* waiver.

The EPA received comments on the use of material cost as the calculation basis for the threshold versus using project costs. The EPA agrees that material costs are often built into contracts along with other costs, making it difficult to consistently determine an appropriate threshold for projects. Using project cost and not material cost will simplify the calculation and would alleviate burden and confusion for assistance recipients. Therefore, the EPA has changed the calculation basis from material cost to project cost.

The EPA also received many comments on the five percent threshold itself. No comments requested that the threshold be lowered, a few comments agreed with the EPA's threshold, and many requested that the threshold be increased (to up to 20 percent with most requesting an increase to 15 percent) or requested that the threshold be modified so the five percent limit would apply to each of the three subcategories (five percent for iron and steel, five percent for construction materials and five percent for manufactured products). With the cost calculation changing from material costs to project costs, this will functionally increase the amount of products that can be covered by this waiver for most projects. Therefore, after consideration of these comments, the EPA is finalizing the proposed five percent threshold.

The EPA received comments and questions on the examples provided as items that, dependent on the conditions and purpose of the project, may or may not be considered *de minimis*. The EPA's intention was to provide examples to assist programs; however, this created confusion that only certain items could be covered. The five percent threshold can be used for any products, independent on the purpose of the project. The EPA is removing the examples from the text of the final waiver to avoid confusion.

After reviewing these comments, the EPA concludes that the information provided to the agency generally supports a general applicability waiver. Products that qualify for a *de minimis* waiver cumulatively may comprise no more than a total of five percent of the total project cost.

Waiver Decision

Section 70914(b)(1) of the Infrastructure Investment and Jobs Act authorizes the Administrator to waive the requirements of Build America, Buy America if implementation would be inconsistent with the public interest. Due to the critical need to reduce the administrative burden for recipients and agencies and to ensure recipients can effectively carry out the EPA funded activity in a timely manner, it is in the public interest to waive Build America, Buy America requirements for products used in and incorporated into a project that cumulatively comprise no more than five percent of the total project cost. This waiver is not additive with the existing American Iron and Steel national *de minimis* waiver. The EPA will review this waiver every five years after the date on which the waiver is issued.

If you have any questions concerning the contents of this memorandum, please contact Dan Coogan at EPA_BABA_Waiver@epa.gov.

Public Interest: Minor (Ferrous) Components of Iron and Steel Products General Applicability Wavier of Section 70914(a) o P.L. 117-58, Build America, Buy America Act, 2021 for US EPA Financial Awards and Procurements



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

WASHINGTON, D.C. 20460

APR 11 2023

THE ADMINISTRATOR

DECISION MEMORANDUM

SUBJECT: Public Interest: Minor (Ferrous) Components of Iron and Steel Products General Applicability Waiver of Section 70914(a) of P.L. 117-58, Build America, Buy America Act, 2021 for U.S. Environmental Protection Agency Financial Assistance Awards

FROM: Michael S. Regan

ISSUE

Congress passed and the President signed in November 2021 the Infrastructure Investment and Jobs Act, which included the Build America, Buy America Act. This is a transformational opportunity to build a resilient supply chain and manufacturing base for critical products here in the United States that will catalyze new and long-term investment in good-paying American manufacturing jobs and businesses. Consistent with the policy direction of Executive Order 14005: Ensuring the Future is Made in All of America by All of America's Workers, section 70914 of Infrastructure Investment and Jobs Act establishes governmentwide Buy America conditions on all federally funded infrastructure projects funded after May 14, 2022.

The U.S. Environmental Protection Agency remains committed to implementing Build America, Buy America to cultivate the domestic manufacturing base for a range of products. This waiver allows the EPA's assistance recipients to manage their federally funded activities more efficiently. For the purposes of this general applicability waiver, for only the iron and steel products covered by Build America, Buy America, the EPA would allow up to five percent of the total material cost of a product to include nondomestically produced miscellaneous minor iron or steel components without further need for a product-specific waiver.

This waiver for manufacturers differs from the EPA's *De Minimis* waiver.¹ The EPA's *De Minimis* waiver reduces administrative burden on assistance recipients by waiving entire products that in total are no more than five percent of a total project cost. This Minor (Ferrous) Components of Iron and Steel Products waiver will reduce administrative burden on manufacturers that seek to ensure that their iron and steel products comply with Build America, Buy America but may have small iron or steel components within their product that are nondomestic or of unknown origin.

¹ <https://www.epa.gov/system/files/documents/2022-10/EPA%20BABA%20De%20Minimis%20Waiver%20Final%20Oct%202022.pdf>

Internet Address (URL) • <http://www.epa.gov>

Recycled/Recyclable • Printed with Vegetable Oil Based Inks on 100% Postconsumer, Process Chlorine Free Recycled Paper

DISCUSSION

Build America, Buy America Minor Components Waiver

The Office of Management and Budget's April 18, 2022, M-22-11 memorandum, "Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure," encourages agencies to consider whether it is in the public interest to waive application of a Buy America preference to minor components within iron and steel products.

This waiver advances Build America, Buy America objectives by focusing needs for domestic manufacturing on higher value items while minimizing the administrative burden on manufacturers that must account for the sourcing of minor components in an iron and steel product. The waiver expedites the process for manufacturers seeking to deem their products compliant with Build America, Buy America, which then benefits assistance recipients seeking Build America, Buy America-compliant products for their federally funded projects. This waiver supports those manufacturers making extensive efforts to produce domestic iron and steel products and signals to them to prioritize high-value domestic iron and steel products. In addition, this waiver is consistent with the EPA's existing American Iron and Steel Minor Components waiver.

The waiver applies only to iron and steel products subject to the Build America, Buy America Act requirements and concerns only the iron and steel (ferrous) components of an otherwise domestically manufactured iron and steel good. The Build America, Buy America Act requires that the iron and steel used in a product is melted and/or poured in the United States and all subsequent operations occur domestically. This waiver would allow manufacturers of iron and steel products to utilize a small portion (up to five percent by product material cost) of nondomestic or unknown origin iron and steel minor components within their otherwise domestically manufactured iron and steel products.

Anticipated Program Impacts Absent a Waiver

Build America, Buy America impacts more than 60 EPA programs. The agency is committed to robust implementation of the act's Buy America Preference in an efficient and effective manner. Absent this waiver, manufacturers will face considerable challenges determining that their iron and steel products, which may contain trivial components of foreign or unknown origin, are compliant with Build America, Buy America. Such uncertainty could lead to a significant increase in product nonavailability waiver requests for these iron and steel products from assistance recipients.

Failure to grant such a waiver creates significant administrative burden for the EPA and recipients as both sides must negotiate their iron and steel products on a project-by-project basis, which would increase the cost to the taxpayer, delay the award of assistance agreements and extend projects. More broadly, absent a waiver, recipients might inefficiently expend resources for critical public health protection and environmental infrastructure projects and fail to meet project goals.

Further, this waiver impacts a subset of iron and steel products where American-made product manufacturers would greatly benefit from this waiver. The cost of the minor components of iron and steel products tend to be very small. Without the waiver, small, miscellaneous iron and steel components could prevent a manufacturer from providing critical infrastructure products that otherwise could be made with majority domestic iron and steel. As a result, not having this waiver could prevent a manufacturer from creating a Build America, Buy America-compliant product and could force a recipient to request a waiver for an altogether nondomestically sourced product.

Assessment of Cost Advantage of a Foreign-Sourced Product

Under OMB's M-22-11 memorandum agencies are expected to assess "whether a significant portion of any cost advantage of a foreign-sourced product is the result of the use of dumped steel, iron, or manufactured products or the use of injuriously subsidized steel, iron, or manufactured products," as appropriate before granting a public interest waiver. The EPA's analysis has concluded that this assessment is not applicable to this waiver, as this waiver is not based on the cost of foreign-sourced products. The EPA will perform additional market research as it implements the Build America, Buy America requirements to better understand the market and to limit the use of waivers caused by dumping of foreign-sourced products.

Public Notice

The EPA proposed to issue this waiver in January 18, 2023, and the comment period was open until February 3, 2023. The agency received 23 comments during the public comment period. Twenty-one commenters were generally supportive of the waiver with six requesting an increase in the proposed five percent of the total material cost of the minor components. Two commenters opposed the proposed waiver either because they believed that it would hinder their investments made to comply with American Iron and Steel requirements or because they believe it failed to align with the administration's priority for enhancing domestic manufacturing. Other commenters asked the EPA to clarify how nonferrous minor components of nondomestic or unknown origin would be treated.

After reviewing the comments received, the EPA concludes that the information provided to the agency generally supports a general applicability waiver of minor iron or steel components of Iron and Steel products without further need for product-specific waivers. This waiver aligns with the existing Minor Components waiver for the American Iron and Steel requirements, which also apply to only the ferrous minor components of an iron and steel product. The EPA determined that the comments generally supported maintaining five percent threshold of materials cost of the product in this waiver, which also aligns with the American Iron and Steel Minor Components waiver.

In response to comments received, the EPA clarifies that this waiver applies to only the ferrous minor components of a product made primarily of iron and steel. The nonferrous components of the otherwise primarily iron and steel product may be from unknown or nondomestic sources and are not included in this waiver (but may contribute to the total materials cost of the product in question). Like the American Iron and Steel Minor Components waiver, the EPA recommends that manufacturers acknowledge use of this Minor Components waiver when providing notice through their certification letters to document their product's compliance with the Build America, Buy America iron and steel and American Iron and Steel requirements.

WAIVER APPROVAL

Section 70914(b)(1) of the Infrastructure Investment and Jobs Act authorizes the Administrator to waive the requirements of Build America, Buy America if implementation would be inconsistent with the public interest. Due to the critical need to reduce the administrative burden for recipients and agencies to ensure recipients can effectively carry out the EPA-funded activity in a timely manner thus, reducing risks to human health and the environment, the EPA determines that it is in the public interest to waive Build America, Buy America requirements for minor (ferrous) components of iron and steel products. The EPA will review this waiver every five years, or more often as necessary, from the date on which the waiver is issued.

Questions about this memorandum should be directed to EPA_BABA_Waiver@epa.gov.

EXHIBIT C

 Blue #333399 Green #336633 Blue #333399 Black NEW HAMPSHIRE DEPARTMENT OF Environmental Services	 Blue #1050B7 Blue #3799FF Green #0033CC UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
POLLUTION CONTROL PROJECT Yellow #FFFF00	
PROJECT NUMBER CS-330 ____ - ____ Blue #000080	
PROJECT NAME	
Funds Provided by NHDES State Revolving Fund Black	
Loan Amount: \$ _____	

4'-0" x 8'-0" x 3/4" HIGH DENSITY OVERLAY
PLYWOOD SIGNBOARD OR OTHER APPROVED
MATERIAL SUITABLE FOR SIGNS

PROVIDE 4" x 4" SIGN POSTS OR OTHER
ADEQUATE SUPPORTS TO MOUNT SIGN AT
APPROVED LOCATION

BID FORM

PROJECT IDENTIFICATION:

PFAS Leachate Removal Pilot Infrastructure Upgrades

CONTRACT IDENTIFICATION AND NUMBER: **IFB0285-061226**

STATE & FEDERAL IDENTIFICATION: N/A

THIS BID IS SUBMITTED TO: City of Nashua
Central Purchasing
229 Main Street, City Hall
Room 11- Basement Floor
Nashua, NH 03061-2019

1.01 The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.01 In submitting this Bid, BIDDER represents, as set forth in the Agreement, that:

- A. BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>Addendum 1</u>	<u>May 27, 2026</u>
<u>Addendum 2</u>	<u>June 5, 2026</u>

- B. BIDDER has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. BIDDER has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect

of the means, methods, techniques, sequences, and procedures of construction to be employed by BIDDER, and safety precautions and programs incident thereto.

- E. BIDDER does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- F. BIDDER is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- H. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that BIDDER has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of the Work for which this Bid is submitted.

4.01 BIDDER further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any individual or entity to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.01 The requirements of the New Hampshire Revised Statutes Annotated shall apply to this project. The BIDDER is responsible for compliance with all applicable statutes. The entire set of the Revised Statutes Annotated is available online at:

<http://gencourt.state.nh.us/rsa/html/indexes/default.html>

6.01 BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

SEE ATTACHED SCHEDULE OF VALUES

- A. BIDDER acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

7.01 BIDDER agrees that the Work will be substantially completed, finally completed and ready for final payment on or before the dates, in accordance with the Contract Agreement.

7.02 BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

8.01 The following documents are attached to and made a condition of this Bid:

- A. Bid Form;
- B. Schedule of Values;
- C. Bid Bond
- D. A tabulation of Subcontractors, Suppliers and other individuals and entities required to be identified in this Bid; and
- E. Construction Contractor's Qualification Statement.
- F. Non-Collusion Affidavit

9.01 Communications concerning this Bid shall be addressed to:
(Contractor's mailing address to be filled in by Bidder)

Guy F. Lewis, Vice President
SCS Field Services
1881 Campus Commons, Suite 450
Reston, VA 20191

Submitted by:

Name of Organization Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Field Services
Name of Individual Guy F. Lewis
Title Vice President
Address 1881 Campus Commons Drive, Suite 450
Reston, VA 20191

Telephone (703) 517-5594

Submitted to:

Name City of Nashua, New Hampshire, Division of Public Works
Address Purchasing Department; City Hall
229 Main Street, Lower Level, Room 11
Nashua NH 03061
Telephone (603) 589-3330

SUBMITTED on June 12, 20 26

If BIDDER is:

An Individual NA

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Email Address: _____

A Partnership NA

Partnership Name: _____ (SEAL)

Date and State of Organization

Names of Current General Partners

Name

Title

Type of Partnership

☐ General ☐ Publicly Traded

☐ Limited ☐ Other (describe): _____

By: _____
(Signature of General Partner – attach evidence of authority to sign)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Email Address: _____

A Corporation

Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

Corporation Name: dba SCS Field Services (SEAL)Date and State of Incorporation: February 18, 1972 in Virginia

List of Executive Officers

Name	Title
<u>Doug Doerr, CEO, 8575 W 110th St #100, Overland Park, KS 66210</u>	
<u>Curtis Jang, President, 3900 Kilroy Airport Way, Suite 300, Long Beach, CA 90806</u>	
<u>Michael W. McLaughlin, Secretary, SVP, 1881 Campus Commons Drive, Suite 450, Reston, VA 20191</u>	

Type (General Business, Professional, Service, Limited Liability): _____

By: _____

(Signature -- attach evidence of authority to sign)

Name (typed or printed): Guy F. LewisTitle: Vice President

Attest: _____

(Signature of Corporate Secretary)

Laury J. Blakley, Assistant Secretary

Business Address: 1881 Campus Commons Drive, Suite 450, Reston, VA 20191Phone No.: (703) 447-3941Date of Qualification to do business is 09/16/1997A Joint Venture NA

Joint Venture Name: _____ (SEAL)

Date and State of Organization: _____

Name, Address and Form of Organization of Joint Venture Partners: (Indicate managing partner by an asterisk *)

By: _____
(Signature of joint ventured partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business Address: _____

Phone No.: _____

Address for receipt of official communications:

(Each joint ventured must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

The name and address of each subcontractor who will be paid at least five percent (5%) of the prime contractor's total bid shall be listed below. To be deemed a responsive bid, this form must be submitted even if no subcontractors are required to be listed. In that case, the bidder should state "None" (or similar language stating that no subcontractors need to be listed) in the space below.

[illegible]

Schedule of Values
PFAS Leachate Removal Pilot Infrastructure Upgrades
IFB0285-061226

Four Hills Landfill Nashua, New Hampshire
Prepared May 15, 2026

Item No.	Description	Estimated Quantity (w/ units)		Unit Cost (\$/units)		Extended Prices (\$)
1	Mobilization/Demobilization	1	LS	\$68,765.00	LS	\$68,765.00
2	Valve Box Manhole	1	LS	\$83,600.00	LS	\$83,600.00
3	Leachate Pump Station Manhole	1	LS	\$71,410.00	LS	\$71,410.00
4	Leachate Pump and Controls	1	LS	\$57,990.00	LS	\$57,990.00
5	Electrical Conduit Trench	190	LF	\$49.00	LF	\$9,310.00
6	8"Ø x 12"Ø Dual-Contained HDPE Pipe Trench	30	LF	\$442.00	LF	\$13,260.00
7	3"Ø x 6"Ø Dual-Contained HDPE Pipe Trench	44	LF	\$162.00	LF	\$7,128.00
8	3"Ø x 6"Ø Dual-Contained HDPE Pipe (Above Grade)	20	LF	\$1,250.00	LF	\$25,000.00
9	HDPE-lined Containment Area	3,520	SF	\$15.25	SF	\$53,680.00
10	Survey (Layout and As-built)	1	LS	\$10,000.00	LS	\$10,000.00
Total						\$400,143.00

Notes:

- This schedule of values is for construction of the infrastructure shown on drawings titled "Leachate PFAS Removal and Destruction Pilot Study," dated May 2026.
- All pipe lengths in the table above are plan view lengths (2D) and do not account for slope.
- Item No. 1 was increased to account for the additional costs due to the requirement to comply with the Davis Bacon Act and BABA/AIS.

Alternate Bid Items

Item No.	Description	Estimated Quantity (w/ units)		Unit Cost (\$/units)		Extended Prices (\$)
9A	HDPE-lined Containment Area (with Gravel Pad)	3,520	SF	\$20.00	SF	\$70,400.00
11A	Equalization Tank	1	LS	\$73,095.00	LS	\$73,095.00



City of Nashua

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

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

August 26, 2026
Memo #27-138

TO: Mayor Donchess
Finance Committee

SUBJECT: FY27-FY29 Landfill Gas Telemetry Monitoring - Project Portal in the amount not to exceed \$87,750 funded from Solid Waste Fund/ 53- Professional & Technical Services

Please see attached communications from Jeff Lafleur, Superintendent of Solid Waste, dated August 27, 2026, for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Project Portal to include Wellfield Database Services, Telemetry Services, and Project Portal Technical Support & Training

Value: \$27,800 FY27
\$29,250 FY28
\$30,700 FY29
\$87,750 Total

Department: 168 Solid Waste

Vendor: Sanborn Head & Associates

Fund: Solid Waste Fund/ 53-Professional & Technical Services

Term: 3 years

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

Regards,

Amy Girard
Purchasing Manager

Cc: J Lafleur
C O'Connor
T Cummings

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: August 26, 2026
Re: Multi-Year Contract Award – Landfill Gas Telemetry Monitoring Project Portal

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 September 2, 2026 meeting, and as such, I am requesting the full Board of Aldermen approve the following contract:

Item: Access to Project Portal that collects, stores, and analyzes landfill gas and leachate data
Value: \$27,800 FY27
\$29,250 FY28
\$30,700 FY29
\$87,750 Total
Vendor: Sanborn Head & Associates
Purchasing Memo#: 27-138 dated August 26, 2026
Contract Term: 3 years

Thank you.

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: August 27, 2026

From: Jeff Lafleur, Superintendent, Solid Waste Department

Re: FY 27-FY 29 Landfill Gas Telemetry Monitoring & Support

B. Motion: To approve a three-year engineering services contract with Sanborn Head & Associates of Concord, NH in the amount of \$87,750 for FY2027 through FY2029. Landfill Gas Telemetry Monitoring & Support. Funding will be through: Department: 168 Solid Waste; Fund: Solid Waste; Account Classification: 53 Professional and Technical Services.

Attachment: Sanborn Head and Associates July 31, 2026 Scope of Engineering Support Services, Proposal – FY2027 – FY2029 Scope of Services for Project Portal

Discussion: Sanborn Head and Associates (SHA) is the City's primary engineering consultant for landfill and solid waste related issues, including landfill gas management, design and construction; groundwater, air and solid waste permitting; capacity analyses; regulatory representation; and general landfill operations.

The City has used Sanborn Head's *Project Portal* (previously "Landfill Gas Management Suite") for well over a decade to collect, store, and analyze landfill gas and leachate data via the landfill telemetry system and the Project Portal database. The data stored and outputs provided by Project Portal are critical to streamlining landfill operations in real-time and assists in quarterly regulatory reporting, and provides real-time alarm notifications for leachate system issues. SHA's proposal includes costs for FY 2027, FY 2028, and FY 2029.

SHA has demonstrated a thorough understanding of the issues and requirements of the Four Hills facility, and provide consistent, high quality engineering and consulting services to the department in a timely manner. They have demonstrated superior abilities relative to the database and telemetry management services, regulatory reporting, permitting, design and construction oversight. Therefore, they are considered a sole source for these services.



CONTRACT FOR PROFESSIONAL SERVICES

FY27-FY29 TELEMETRY MONITORING – PROJECT PORTAL

A CONTRACT BETWEEN

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

SANBORN, HEAD & ASSOCIATES, INC.
and its successors, transferees and assignees (together “Professional Engineer”)

NAME AND TITLE OF PROFESSIONAL ENGINEER

6 Bedford Farms Drive, Suite 201, Bedford, NH 03110

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 – Revised Proposal Date July 31, 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:

Sanborn Head will maintain and support the City's Project Portal system for the Four Hills Landfill, including landfill gas wellfield data management, surface emissions monitoring, and leachate telemetry. Services include maintaining the web-based monitoring and reporting platform, providing access to tables, charts, maps, alarms, and automated reports, and offering technical support and user training as needed as outlined in **Exhibit B**.

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

The term of the contract will be for **three (3) years** with first year commencing on or about **July 1, 2026** and terminating on **June 30, 2029**. Each year is subject to annual budget appropriations and at the City of Nashua's sole discretion. A separate/amended purchase order shall be issued for each year of the contract.

FEE AND BASIS OF BILLINGS

Our fee for the services described above is presented in the table below.

Task	Description	July 2026 through June 2027 Fee	July 2027 through June 2028 Fee	July 2028 through June 2029 Fee
1	Wellfield Database Services (lump sum per calendar quarter)	\$3,500	\$3,700	\$3,900
2	Telemetry Services (lump sum per calendar quarter)	\$2,200	\$2,300	\$2,400
3	Project Portal Technical Support & Training (T&E per year)	\$5,000	\$5,250	\$5,500
Total (12-month period)		\$27,800	\$29,250	\$30,700

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

July 1, 2026 – June 30, 2027 - TWENTY-SEVEN THOUSAND SEVEN EIGHT HUNDRED DOLLARS (\$27,800)

July 1, 2027 – June 30, 2028 - TWENTY-NINE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$29,250)

July 1, 2028 – June 30, 2029 - THIRTY THOUSAND SEVEN HUNDRED DOLLARS (\$30,700)

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 and unless approved by the City of Nashua.

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

CITY OF NASHUA REPRESENTATIVE:

Jeff Lafleur, Superintendent
City of Nashua, Solid Waste Department
848 West Hollis Street
Nashua, NH 03062

REPRESENTATIVE:

Eric S. Steinhauser, P.E., CPESC, CPSWQ
Sanborn, Head & Associates
6 Bedford Farms Drive, Suite 201
Bedford, NH 03110

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

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

CITY OF NASHUA, NH (signature)



SANBORN HEAD AND ASSOCIATES (signature)

James W. Donchess, Mayor

(Printed Name and Title)

Eric S. Steinhauser, Senior Vice President and Principal

(Printed Name and Title)

Date

August 18, 2026

Date

EXHIBIT A

TABLE OF CONTENTS *GENERAL TERMS AND CONDITIONS*

1. Definitions	GC--2
2. Professional Engineer Status	GC--2
3. Standard of Care	GC--2
4. City of Nashua Representative	GC--3
5. Changes to Scope of Work	GC--3
6. City of Nashua Cooperation	GC--3
7. Discovery of Conflicts, Errors, Omissions, Ambiguities, or Discrepancies	GC--4
8. Termination of Contract	GC--4
9. Dispute Resolution	GC--6
10. No Damages for Delay	GC--6
11. Insurance	GC--6
12. Indemnification	GC--7
13. Fiscal Contingency	GC--8
14. Compensation	GC--8
15. Compliance with Applicable Laws	GC--8
16. Nondiscrimination	GC--8
17. Endorsement	GC--9
18. Assignments, Transfer, Delegation, or Subcontracting	GC--9
19. City Inspection of Contract Materials	GC--9
20. Disposition of Contract Materials	GC--10
21. Public Records Law, Copyrights, and Patents	GC--10
22. Final Acceptance	GC--11
23. Taxes	GC--11
24. Non-Waiver of Terms and Conditions	GC--11
25. Rights and Remedies	GC--11
26. Prohibited Interests	GC--11
27. Third Party Interests and Liabilities	GC--12
28. Survival of Rights and Obligations	GC--12
29. Severability	GC--12
30. Modification of Contract and Entire Agreement	GC--13
31. Choice of Law and Venue	GC--13
32. Reliance on Representations	GC--13

General Terms and Conditions

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

Professional Engineer shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by Professional Engineer to perform work under this contract. Approved key

personnel shall not be taken off of the project by Professional Engineer without the prior written approval of the City of Nashua, except in the event of termination of employment. Professional Engineer shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

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

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

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

6. **CITY OF NASHUA COOPERATION.** The City of Nashua agrees that its personnel will cooperate with Professional Engineer in the performance of its work under this contract and that such personnel will be available to Professional Engineer for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Professional Engineer with access to City of Nashua records in a reasonable time and manner and to schedule items

that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Professional Engineer also agree to attend all meetings called by the City of Nashua or Professional Engineer to discuss the work under the Contract, and that Professional Engineer may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

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

8. Termination of Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;

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

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

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

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

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

nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Professional Engineer or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Professional Engineer's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the negligence or willful misconduct of the party indemnified or held harmless.

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

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

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

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

- 16. Nondiscrimination.** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Professional Engineer agrees to the following terms. Professional Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Professional Engineer agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment,

upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

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

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

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

- 17. Endorsement.** Professional Engineer shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Engineer or under its direction as required under the laws of the State of New Hampshire.
- 18. Assignment, Transfer, Delegation, or Subcontracting.** Professional Engineer shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
- 19. City Inspection of Contract Materials.** The books, records, documents and accounting procedures and practices of Professional Engineer related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable,

the Comptroller General of the United States, or any authorized representative of those entities.

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

The City of Nashua acknowledges that the Professional Engineer's Instruments of Service are not represented to be suitable for use or reuse for any other applications or site without written verification from the Professional Engineer and any such use or reuse without written verification from the Professional Engineer will be at the City of Nashua's sole risk and without liability to the Professional Engineer.

- 21. Public Records Law, Copyrights, and Patents.** Professional Engineer expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Engineer (including those remitted to the City of Nashua by Professional Engineer pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

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

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

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

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

- 22. Final Acceptance.** Upon completion of all work under the contract, Professional Engineer shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Professional Engineer in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Engineer with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Engineer shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.
- 23. Taxes.** Professional Engineer shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Professional Engineer hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- 24. Non-Waiver of Terms and Conditions.** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
- 25. Rights and Remedies.** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 26. Prohibited Interests.** Professional Engineer shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Professional Engineer represents 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 represents 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 represents 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 represents 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.
- 32. Reliance on Representations.** Professional Engineer acknowledges that the City of Nashua will be relying, and shall be entitled to rely, on the representations, undertakings and acknowledgments of Professional Engineer as set forth in this contract. Professional Engineer agrees to notify the City of Nashua promptly if any of its representations, undertakings, or acknowledgments set forth in this contract ceases to be true. Each of the parties represents to the other party that it has full authority to enter into this contract upon the terms and conditions hereof and that the individual executing this contract on its behalf has the requisite authority to bind such party to this contract.

Mr. Jeff Lafleur
Superintendent
Nashua Division of Public Works, Solid Waste Department
840 West Hollis Street
Nashua, NH 03062

July 31, 2026
3068.029, 3068.030

Re: FY 2027 – FY 2029 Scope of Services for *Project Portal*
Four Hills Landfill
Nashua, New Hampshire

Dear Jeff:

Sanborn, Head & Associates, Inc. (Sanborn Head) is pleased to provide this scope of services to the City of Nashua (City) to assist you with the evaluation and management of landfill gas (LFG) and leachate at the Four Hills Landfill. Specifically, we will continue to provide to you with our interactive, web-based data management and mapping system, *Project Portal* with the telemetry module to streamline monitoring, record-keeping, and reporting requirements.

During 2020, Sanborn Head connected the leachate site monitoring devices to a remote telemetry module to record a variety of leachate information. The remote telemetry website allows access to real-time data and an automated report(s) that compiles pertinent data in report formats (e.g., Microsoft Excel) currently used by the City.

OBJECTIVE AND SCOPE OF SERVICES

The objectives of our services are to maintain *Project Portal* for the Four Hills Landfill and to provide both LFG and leachate data management technical assistance to the City. To meet these objectives, we propose the following scope of services:

Task 1 – Wellfield Database Services

City users will use *Project Portal* to track the status of wellhead parameters such as methane, carbon dioxide, and oxygen concentrations, balance gas, LFG temperature, applied vacuum, and energy extraction; and to view tables, charts, and interactive maps to assess the effects of wellfield adjustments on the wellfield's performance. *Project Portal* will recognize wellfield parameters that are out of compliance with the oxygen, pressure, and temperature thresholds included in 40 CFR 60 Subpart WWW, XXX, Cf or 40 CFR 63 Subpart AAAA (NSPS and NESHAP regulations) (or alternate site-specific thresholds or higher operating values) or a site specific Enhanced Monitoring Protocol/Standard Operating Procedures document (EMP/SOP) and track re-scan deadlines.

City representatives will also be able to use *Project Portal* for tracking surface emissions monitoring (SEM) data including importing surface methane concentrations greater than 500 ppm in accordance with NSPS and NESHAP regulations (or an EMP/SOP) and exceedance

locations (i.e., latitude and longitude coordinates), mapping exceedances, and tracking pre-defined re-scan deadlines.

Sanborn Head previously coordinated with City representatives to create the cloud-based access point, *Project Portal*, for routinely collected LFG data for subsequent access to tables, graphs, maps, and reports.

The wellfield data files generated by a representative of the City will include LFG composition, flow, pressure, and temperature readings typically collected with commercially available wellfield balancing instruments. The raw SEM data files will include readings greater than 500 ppm and associated geographic coordinates. Pursuant to this agreement we will not be responsible for the accuracy of the collected data.

Task 2 – Telemetry Services

Sanborn Head will assist you with maintaining the Internet-based Telemetry monitoring platform within *Project Portal* and we will consult with users on the system's functionality. If you have questions or require assistance, we will be available to provide telephone support services to review and evaluate system performance on a reasonably frequent, on-going basis.

The City will be responsible for maintaining a current list of users and passwords. If requested, we will modify user rights and passwords or assist in making the changes.

Project Portal will be made available to you for specific application at the Four Hills Landfill. Please note that under this agreement our services do not include gathering and inputting data, maintaining recording equipment, or responsibility for uptime of your onsite equipment. Therefore, pursuant to this agreement we will not be responsible for the accuracy or continuity of collected data.

The budget for this task does not include services associated with anticipated updates to the data tags, preconfigured reports, or alarm notifications related to the Phase IV landfill expansion. These services will be provided under a separate scope of work and budget authorization.

Task 3 – Project Portal Technical Support & Training

Sanborn Head representatives and our subcontractors are available to provide support services via telephone or e-mail (projectportal@sanbornhead.com) to review and evaluate system performance on an as needed basis. Support is available during normal business hours via telephone and e-mail. Standard response time is two business days for functional problems, glitches, download issues, etc. Final resolution duration will depend on the complexity of issues encountered.

Training will be provided via internet meeting to City users or City contractors on an as-needed basis. If City personnel or their contractors have questions or require assistance accessing *Project Portal*, adjusting alarm notifications, importing data, or adding new users, Sanborn Head representatives can assist via telephone or e-mail (projectportal@sanbornhead.com).

Project Portal is hosted by DDMS, which holds an SOC 2 Type II attestation. *Project Portal* utilizes 256-bit encryption via third party SSL certificate. Database backups are run nightly.

As with all Internet-based systems, there may be times when *Project Portal* will not be accessible. In the event that you are continuing to encounter problems following on-site troubleshooting, this should be communicated to us, and we can advise you as to alternate procedures or make modifications to *Project Portal*, if necessary.

FEE AND BASIS OF BILLINGS

Our fee for the services described above is presented in the table below.

Task	Description	July 2026 through June 2027 Fee	July 2027 through June 2028 Fee	July 2028 through June 2029 Fee
1	Wellfield Database Services (lump sum per calendar quarter)	\$3,500	\$3,700	\$3,900
2	Telemetry Services (lump sum per calendar quarter)	\$2,200	\$2,300	\$2,400
3	Project Portal Technical Support & Training (T&E per year)	\$5,000	\$5,250	\$5,500
Total (12-month period)		\$27,800	\$29,250	\$30,700

Our lump sum fees to include the *Project Portal* features described in Task 1 and 2 will be sent to the City as an invoice on a quarterly basis. Technical support services for *Project Portal* described in Task 3 will be billed on a time and materials basis, not to exceed the amount indicated during the fiscal year.

We believe the scope of services, and level of effort proposed, are consistent with your expectations. We will not invoice in excess of the charges listed above without your approval. For services outside of the scope defined herein, we will provide a separate scope of services to you.

TERMS OF ENGAGEMENT

The terms of engagement are described in our Agreement with the City of Nashua, New Hampshire, dated September 11, 2019.

ACCEPTANCE

We understand that acceptance of this Scope of Services will be provided in a City-issued Purchase Order to Sanborn Head for these services.

In accepting this scope of services, the City acknowledges that we have developed the basic concepts for *Project Portal* prior to preparing this scope of services, and that our services relate to its specific application at the Four Hills Landfill and to provide assistance with use of the system and review and interpretation of data. Accordingly, we retain rights, title and interest related to *Project Portal* and all legally protectable elements or derivative works thereof. We

are not prohibited from using any skills or knowledge of a general nature acquired during the course of providing services under this project, including information publicly known or that could reasonably be acquired, in similar work proposed to other of our clients.

Please note that although Sanborn Head will be responsible for managing *Project Portal*, we are not responsible for maintaining connection of on-site components that transmit data to the data acquisition system. Given that wireless internet services are subject to outages, Sanborn Head does not guarantee internet or *Project Portal* access 100% of the time, due to circumstances beyond our control. Occasionally, Sanborn Head may need Site personnel to assist with on-site troubleshooting (e.g., rebooting hardware, taking photos of components, etc.).

Thank you for the opportunity to submit this scope of services. We look forward to working with you on this project. Should you have any questions, please do not hesitate to call us.

Sincerely,
SANBORN, HEAD & ASSOCIATES, INC.


Laura E. Williams
Project Manager


Heather H. Little
Project Director

LEW/HHL: lew

cc: Darrin Santos

N:\3000s\3068.029\Project Control\20260731 Nashua FY27-29 Project Portal Scope.docx



City of Nashua

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

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

August 26, 2026
Memo #27-139

TO: Mayor Donchess
Finance Committee

SUBJECT: 2027 Landfill Gas Expansion Design & CQA Engineering in the amount not to exceed
\$74,000 funded from Bond/ 53- Professional & Technical Services

Please see attached communications from Jeff Lafleur, Superintendent of Solid Waste, dated August 27, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Professional engineering services for the design and construction quality assurance for the 2026 landfill gas collection system modifications
Value: \$74,000
Department: 168 Solid Waste
Vendor: Sanborn Head & Associates
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: Solid Waste, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: J Lafleur
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: August 27, 2026

From: Jeff Lafleur, Superintendent, Solid Waste Department

Re: 2026 Landfill Gas Collection System Expansion Design and Construction Phase CQA Services

D. Motion: To approve an engineering services contract with Sanborn Head & Associates of Concord, NH in the amount of \$74,000 for design, and construction quality assurance oversight for the 2026 landfill gas collection system modification work. Funding will be through: Department: 168 Solid Waste; Fund: Bond; Activity: Landfill Gas Expansion

Attachment: Sanborn Head and Associates August 11, 2026 Scope of Engineering Support Services, Proposal – 2026 GCCS Expansion Design

Discussion: Sanborn Head and Associates (SHA) is the City's primary engineering consultant for landfill and solid waste related issues, including landfill gas management, design and construction; groundwater, air and solid waste permitting; capacity analyses; regulatory representation; and general landfill operations.

In 2026 an expansion of the landfill gas collection system will be completed to include installation of additional vertical and horizontal collection wells on the Phase II/III landfill, and installation of a new vacuum header along with initial horizontal collection wells to serve the new Phase IV landfill. Bid phase services for soliciting contract construction bids will likely occur in late 2026 or early 2027 and landfill gas system construction to be completed in spring or summer 2027. SHA's proposal includes costs for design, permitting, bid-phase services, construction CQA oversight, and CQA reporting. Expansion of the landfill gas collection system is needed to reduce landfill gas emissions from the landfill (in compliance with our Title V Air Permit), capture methane for production of electricity on-site, and to control odors.

SHA has demonstrated a thorough understanding of the issues and requirements of the Four Hills facility, and provide consistent, high quality engineering and consulting services to the department in a timely manner. They have demonstrated superior abilities relative to landfill gas design, regulatory reporting, permitting, design and construction oversight. Therefore, they are considered a sole source for these services.



CONTRACT FOR PROFESSIONAL SERVICES

2026 LANDFILL GAS EXPANSION DESIGN & CQA ENGINEERING

A CONTRACT BETWEEN

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

SANBORN, HEAD & ASSOCIATES, INC.
and its successors, transferees and assignees (together "Professional Engineer")

NAME AND TITLE OF PROFESSIONAL ENGINEER

6 Bedford Farms Drive, Suite 201, Bedford, NH 03110

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 – Revised Proposal Date August 11, 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:

Provide engineering services for the 2026 GCCS Expansion Design at Four Hills Landfill, including design and bid-phase services, NHDES permitting support, construction-phase engineering and observation, and preparation of the CQA report and record drawings for expansion of the landfill gas collection and control system as outlined in **Exhibit B**.

3. PERIOD OF PERFORMANCE. Professional Engineer shall perform and complete all work by **June 30, 2027** and may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. 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

SEVENTY-FOUR THOUSAND DOLLARS (\$74,000)

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

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

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

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

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.
2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a

schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

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

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

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

CITY OF NASHUA REPRESENTATIVE:

Jeff Lafleur, Superintendent
City of Nashua, Solid Waste Department
848 West Hollis Street
Nashua, NH 03062

REPRESENTATIVE:

Eric S. Steinhauser, P.E., CPESC, CPSWQ
Sanborn, Head & Associates
6 Bedford Farms Drive, Suite 201
Bedford, NH 03110

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

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

CITY OF NASHUA, NH (signature)



SANBORN HEAD AND ASSOCIATES (signature)

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

Eric S. Steinhauser, Senior Vice President and Principal
(Printed Name and Title)

Date

August 18, 2026
Date

Mr. Jeff Lafleur
Superintendent of Solid Waste
City of Nashua, Division of Public Works
840 West Hollis Street
Nashua, NH 03062

August 11, 2026
File No. 3066.273

Re: Proposal – 2026 GCCS Expansion Design
Four Hills Landfill
Nashua, New Hampshire

Dear Jeff:

Sanborn, Head & Associates, Inc. (Sanborn Head) appreciates the opportunity to provide this proposed scope of engineering services to the City of Nashua (City) relative to expanding the gas collection and control system (GCCS) in Phases III and IV of the Four Hills Landfill. The scope of services presented herein was prepared based on communication with the City and our understanding of the engineering services needed to support this effort.

SCOPE OF SERVICES

Task 1 – Design & Bid-Phase Services

Sanborn Head will be responsible for preparing documents to support the continued expansion of the GCCS, which is expected to include new landfill gas (LFG) extraction wells and collection trenches installed into the waste mass and new LFG conveyance pipes to connect the infrastructure to vacuum. The following documents will be prepared by Sanborn Head to support the design.

- Construction drawings, signed and stamped by a professional engineer licensed in the State of New Hampshire, which will include:
 - A Cover Sheet;
 - An existing conditions drawing depicting the existing GCCS in relation to the most recent site topography made available to Sanborn Head by the City;
 - A proposed development drawing depicting the locations and extents of proposed GCCS expansion infrastructure; and
 - Construction details illustrating the proposed conveyance pipe headers, laterals, LFG collection trenches, wellheads, dewatering systems, and condensate management infrastructure necessary to support the design.
- Technical specifications for the proposed GCCS expansion that describe the construction materials, installation requirements, and construction quality control requirements.
- An Opinion of Probable Construction Cost for the project.
- An itemized Schedule of Values for costing by the City's selected contractor and/or for project bidding.
- Item definitions describing the proposed GCCS components (for unit-price costing by the City's selected contractor and/or for bidding).

Sanborn Head will communicate with the City during the design process to obtain feedback on the design. Our fee for this task includes budget for design of a LFG condensate pump station manhole located outside the limit of waste containment, as we understand a condensate pump station may be preferred by the City in lieu of a condensate trap located within the limit of waste containment. The condensate pump station will be positioned in an area that does not interfere with site operations. Condensate that is collected in the pump station will be pumped to one of the nearby primary leachate collection system cleanout pipes.

Once the GCCS design is finalized, we will prepare and electronically submit a Type III Permit Modification Application (Type III PMA) to the New Hampshire Department of Environmental Services (NHDES). The application will include:

- a. Cover Letter (to be prepared by Sanborn Head for the City's signature);
- b. Application Form (to be filled out by Sanborn Head and signed by City);
- c. Engineering Drawings; and
- d. Technical Specifications.

Once the project is approved, Sanborn Head will be responsible for the following:

- Preparing for and attending a meeting at the Four Hills Landfill to review the project with the City's selected contractor (or potential bidders);
- Providing responses to requests for information (RFIs) from the contractor or potential bidders regarding design intent, materials, and material testing; and
- Preparing addenda, if required.

Task 2 – Construction Phase Services

Under this task, Sanborn Head will perform construction-phase engineering services in support of the installation of the gas collection and control system (GCCS) components depicted on the construction drawings and technical specifications approved by the New Hampshire Department of Environmental Services (NHDES). This effort will include:

- Preparing for and attending a pre-construction meeting at the Four Hills Landfill to review the project and proposed construction timeline with the selected contractor (Contractor). We assume that the City will prepare the agenda and meeting minutes for this meeting.
- Reviewing the Contractor's submittals for conformance with the specifications for the project.
- Providing proposed pipe alignments to the Contractor for stake-out in the field by the Contractor's surveyor and reviewing Contractor requests for field changes.
- Performing construction observation services to document the installation of critical GCCS components for conformance with the drawings and technical specifications approved by the NHDES. We assume three site visits will occur each week (on average), depending on the nature of the work being performed at the time, and a 6-week overall duration for the project. While on site, Sanborn Head's representative will meet with representatives of the City and the Contractor, observe construction (including pipe pneumatic testing performed by the Contractor), take photographs, and document our observations. We understand that a representative of the City will be able to observe construction activities when Sanborn Head is not on site.

- Preparing bi-weekly construction summaries for the NHDES. Based on a projected 6-week duration of construction, we anticipate preparing no more than three (3) bi-weekly reports.
- Reviewing Contractor pay requests.
- Performing a final site walk-thru with the City to evaluate the completeness of the Contractor's work and conformance with the construction documents, and if necessary, generating a punch-list of items to be completed by the Contractor prior to Sanborn Head signing off on substantial completion of the project.

Task 3 – CQA Report & Record Drawings

As-built survey of the constructed components will be facilitated by the Contractor and provided to Sanborn Head in AutoCAD format (i.e., .dwg). Following completion of construction, Sanborn Head will be responsible for the following:

- Preparing a Construction Quality Assurance (CQA) Report for the project. The CQA Report will address the construction activities observed by Sanborn Head and the City, test results, and variations in construction relative to the drawings and specifications, if any. The statements presented in the CQA Report will be limited to the extent of our observations, our understanding of the City's observations and documentation, and our review of submittals and test results. The CQA Report will be signed and sealed by a professional engineer licensed in the State of New Hampshire. An Adobe Acrobat (i.e., .pdf) electronic copy of the report will be issued to the City and uploaded to the NHDES OneStop portal.
- Preparing Record Drawings for the Project. The Record Drawings will be based on as-built documentation and survey provided to Sanborn Head by the Contractor. The Record Drawings will be included as an attachment to the CQA report.

ITEMS NOT INCLUDED IN SCOPE

The following items are not included in this scope of services:

- Application Fees – We understand there is no application fee associated a Type III PMA.
- Paper Copies – We understand that paper copies of the Type III PMA application and supporting documents are no longer required to be submitted to the NHDES. We also understand that a paper copy of the documents is not required by the City.
- Formal Calculations – We assume that no formal calculations will be submitted with the Type III PMA.
- Preparation of Revised Interim Grading Plans for Phase IV Stage I.
- Subsurface investigation to determine depth to bedrock in area of proposed manhole.
- Bid Tabulation – Sanborn Head assumes that bid results, if any, will be tabulated by the City.
- Preparation of the Notice of Intent to Construct to submit to NHDES.

FEE ESTIMATE AND BASIS OF BILLINGS

The fee for each task under this scope of services is provided in the table below and is based on the estimated time commitment required to complete the services described above in addition to expenses associated with mileage and tolls. We will invoice based on actual accrued time and expenses in accordance with the current fee schedule agreed to by Sanborn Head and the City. We will not perform services beyond those defined herein without first receiving written authorization from the City.

Task	Task Description	Fee
1	Design & Bid-Phase Services	\$34,000
2	Construction Phase Services	\$32,500
3	CQA Report & Record Drawings	\$7,500
	TOTAL	\$74,000

SCHEDULE

Sanborn Head is available to begin working on this project following written authorization to proceed from the City. We assume all services related to this effort will be completed prior to June 30, 2027.

TERMS OF ENGAGEMENT

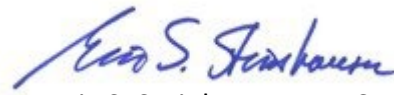
We understand that the City will issue a new Contract for Professional Services and a Purchase Order to Sanborn Head for the scope of services and budget estimate described herein.

CLOSING

Thank you for the opportunity to submit this scope of services. We look forward to working with you on this project. Please contact us should you require additional information.

Very truly yours,
SANBORN, HEAD & ASSOCIATES, INC.


Ryan L. Clay, PE
Senior Project Manager


Eric S. Steinhauser, PE, CPESC, CPSWQ
Senior Vice President and Principal

RLC/ESS:rlc

N:\3000s\3066.273\Project Control\Proposal for LFG Design in FY2027\20260811 GCCS Expansion Services Scope FY2027.docx

EXHIBIT A

TABLE OF CONTENTS *GENERAL TERMS AND CONDITIONS*

1. Definitions	GC--2
2. Professional Engineer Status	GC--2
3. Standard of Care	GC--2
4. City of Nashua Representative	GC--3
5. Changes to Scope of Work	GC--3
6. City of Nashua Cooperation	GC--3
7. Discovery of Conflicts, Errors, Omissions, Ambiguities, or Discrepancies	GC--4
8. Termination of Contract	GC--4
9. Dispute Resolution	GC--6
10. No Damages for Delay	GC--6
11. Insurance	GC--6
12. Indemnification	GC--7
13. Fiscal Contingency	GC--8
14. Compensation	GC--8
15. Compliance with Applicable Laws	GC--8
16. Nondiscrimination	GC--8
17. Endorsement	GC--9
18. Assignments, Transfer, Delegation, or Subcontracting	GC--9
19. City Inspection of Contract Materials	GC--9
20. Disposition of Contract Materials	GC--10
21. Public Records Law, Copyrights, and Patents	GC--10
22. Final Acceptance	GC--11
23. Taxes	GC--11
24. Non-Waiver of Terms and Conditions	GC--11
25. Rights and Remedies	GC--11
26. Prohibited Interests	GC--11
27. Third Party Interests and Liabilities	GC--12
28. Survival of Rights and Obligations	GC--12
29. Severability	GC--12
30. Modification of Contract and Entire Agreement	GC--13
31. Choice of Law and Venue	GC--13
32. Reliance on Representations	GC--13

General Terms and Conditions

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

Professional Engineer shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by Professional Engineer to perform work under this contract. Approved key

personnel shall not be taken off of the project by Professional Engineer without the prior written approval of the City of Nashua, except in the event of termination of employment. Professional Engineer shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

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

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

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

6. **CITY OF NASHUA COOPERATION.** The City of Nashua agrees that its personnel will cooperate with Professional Engineer in the performance of its work under this contract and that such personnel will be available to Professional Engineer for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Professional Engineer with access to City of Nashua records in a reasonable time and manner and to schedule items

that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Professional Engineer also agree to attend all meetings called by the City of Nashua or Professional Engineer to discuss the work under the Contract, and that Professional Engineer may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

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

8. Termination of Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;

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

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

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

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

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

nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Professional Engineer or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Professional Engineer's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the negligence or willful misconduct of the party indemnified or held harmless.

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

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

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

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

- 16. Nondiscrimination.** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Professional Engineer agrees to the following terms. Professional Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Professional Engineer agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment,

upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

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

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

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

- 17. Endorsement.** Professional Engineer shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Engineer or under its direction as required under the laws of the State of New Hampshire.
- 18. Assignment, Transfer, Delegation, or Subcontracting.** Professional Engineer shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
- 19. City Inspection of Contract Materials.** The books, records, documents and accounting procedures and practices of Professional Engineer related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable,

the Comptroller General of the United States, or any authorized representative of those entities.

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

The City of Nashua acknowledges that the Professional Engineer's Instruments of Service are not represented to be suitable for use or reuse for any other applications or site without written verification from the Professional Engineer and any such use or reuse without written verification from the Professional Engineer will be at the City of Nashua's sole risk and without liability to the Professional Engineer.

- 21. Public Records Law, Copyrights, and Patents.** Professional Engineer expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Engineer (including those remitted to the City of Nashua by Professional Engineer pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

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

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

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

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

- 22. Final Acceptance.** Upon completion of all work under the contract, Professional Engineer shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Professional Engineer in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Engineer with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Engineer shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.
- 23. Taxes.** Professional Engineer shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Professional Engineer hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- 24. Non-Waiver of Terms and Conditions.** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
- 25. Rights and Remedies.** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 26. Prohibited Interests.** Professional Engineer shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Professional Engineer represents 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 represents 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 represents 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 represents 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.
- 32. Reliance on Representations.** Professional Engineer acknowledges that the City of Nashua will be relying, and shall be entitled to rely, on the representations, undertakings and acknowledgments of Professional Engineer as set forth in this contract. Professional Engineer agrees to notify the City of Nashua promptly if any of its representations, undertakings, or acknowledgments set forth in this contract ceases to be true. Each of the parties represents to the other party that it has full authority to enter into this contract upon the terms and conditions hereof and that the individual executing this contract on its behalf has the requisite authority to bind such party to this contract.



City of Nashua

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

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

August 26, 2026
Memo #27-140

TO: Mayor Donchess
Finance Committee

SUBJECT: 2026 Landfill Phase III Temporary Cap Design & CQA Engineering in the amount not to exceed \$46,500 funded from Bond/ 53- Professional & Technical Services

Please see attached communications from Jeff Lafleur, Superintendent of Solid Waste, dated August 27, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Professional engineering services to include design and construction quality assurance oversight for the 2026 Phase III Landfill temporary cap system
Value: \$46,500
Department: 168 Solid Waste
Vendor: Sanborn Head & Associates
Fund: Bond/ 53-Professional and 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: Solid Waste, and the Purchasing Department respectfully requests your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: J Lafleur
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: August 27, 2026

From: Jeff Lafleur, Superintendent, Solid Waste Department

Re: Landfill Engineering Services Contract – 2026 Phase III Temporary Cap, Design & CQA Support

C. Motion: To approve an engineering services contract with Sanborn Head & Associates of Concord, NH in the amount of \$46,500 to provide engineering design, and construction quality assurance oversight for the 2026 Phase III Landfill temporary cap system. Funding will be through: Department: 168 Solid Waste; Fund: Solid Waste; Fund: Bond; Activity: Gas Expansion Zig Zag Design

Attachment: Sanborn Head and Associates August 10, 2026 Scope of Engineering Support Services, Proposal – 2026 Temporary Cap Expansion

Discussion: Sanborn Head and Associates (SHA) is the City's primary engineering consultant for landfill and solid waste related issues, including landfill gas management, design and construction; groundwater, air and solid waste permitting; capacity analyses; regulatory representation; and general landfill operations.

In 2026 an expansion of the Phase III landfill capping system will be designed and following construction contractor bid solicitation, construction of the cap expansion is anticipated in early 2027. The temporary cap expansion will involve capping over the upper elevations of the Phase III landfill, effectively completing 100% capping of the Phase III landfill with HDPE membrane, which will assist significantly in reducing odors, capturing landfill gas for electricity production, and reduce the amount of leachate produced. SHA's proposal includes costs for design, bid-phase services, construction CQA oversight, and CQA reporting.

SHA has demonstrated a thorough understanding of the issues and requirements of the Four Hills facility, and provide consistent, high quality engineering and consulting services to the department in a timely manner. They have demonstrated superior abilities relative to landfill cap design, regulatory reporting, permitting, design and construction oversight. Therefore, they are considered a sole source for these services.



CONTRACT FOR PROFESSIONAL SERVICES

2026 TEMP CAP EXPANSION DESIGN & CQA ENGINEERING

A CONTRACT BETWEEN

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

SANBORN, HEAD & ASSOCIATES, INC.
and its successors, transferees and assignees (together "Professional Engineer")

NAME AND TITLE OF PROFESSIONAL ENGINEER

6 Bedford Farms Drive, Suite 201, Bedford, NH 03110

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 – Revised Proposal Date August 14, 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:

Provide engineering services for the 2026 Temporary Cap Expansion at Four Hills Landfill, including design and bid documents, construction quality assurance (CQA) monitoring and documentation, construction meeting support, and preparation of the final CQA report and record drawings as outlined in **Exhibit B**.

3. PERIOD OF PERFORMANCE. Professional Engineer shall perform and complete all work by **June 30, 2027** and may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. 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-SIX THOUSAND FIVE HUNDRED DOLLARS (\$46,500)

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

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

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

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

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.
2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a

schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

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

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

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

CITY OF NASHUA REPRESENTATIVE:

Jeff Lafleur, Superintendent
City of Nashua, Solid Waste Department
848 West Hollis Street
Nashua, NH 03062

REPRESENTATIVE:

Eric S. Steinhauser, P.E., CPESC, CPSWQ
Sanborn, Head & Associates
6 Bedford Farms Drive, Suite 201
Bedford, NH 03110

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

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

CITY OF NASHUA, NH (signature)



SANBORN HEAD AND ASSOCIATES (signature)

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

Eric Steinhauser, Senior Vice President and Principal
(Printed Name and Title)

Date

August 18, 2026
Date

EXHIBIT A

TABLE OF CONTENTS *GENERAL TERMS AND CONDITIONS*

1. Definitions	GC--2
2. Professional Engineer Status	GC--2
3. Standard of Care	GC--2
4. City of Nashua Representative	GC--3
5. Changes to Scope of Work	GC--3
6. City of Nashua Cooperation	GC--3
7. Discovery of Conflicts, Errors, Omissions, Ambiguities, or Discrepancies	GC--4
8. Termination of Contract	GC--4
9. Dispute Resolution	GC--6
10. No Damages for Delay	GC--6
11. Insurance	GC--6
12. Indemnification	GC--7
13. Fiscal Contingency	GC--8
14. Compensation	GC--8
15. Compliance with Applicable Laws	GC--8
16. Nondiscrimination	GC--8
17. Endorsement	GC--9
18. Assignments, Transfer, Delegation, or Subcontracting	GC--9
19. City Inspection of Contract Materials	GC--9
20. Disposition of Contract Materials	GC--10
21. Public Records Law, Copyrights, and Patents	GC--10
22. Final Acceptance	GC--11
23. Taxes	GC--11
24. Non-Waiver of Terms and Conditions	GC--11
25. Rights and Remedies	GC--11
26. Prohibited Interests	GC--11
27. Third Party Interests and Liabilities	GC--12
28. Survival of Rights and Obligations	GC--12
29. Severability	GC--12
30. Modification of Contract and Entire Agreement	GC--13
31. Choice of Law and Venue	GC--13
32. Reliance on Representations	GC--13

General Terms and Conditions

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

Professional Engineer shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by Professional Engineer to perform work under this contract. Approved key

personnel shall not be taken off of the project by Professional Engineer without the prior written approval of the City of Nashua, except in the event of termination of employment. Professional Engineer shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

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

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

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

6. **CITY OF NASHUA COOPERATION.** The City of Nashua agrees that its personnel will cooperate with Professional Engineer in the performance of its work under this contract and that such personnel will be available to Professional Engineer for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Professional Engineer with access to City of Nashua records in a reasonable time and manner and to schedule items

that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Professional Engineer also agree to attend all meetings called by the City of Nashua or Professional Engineer to discuss the work under the Contract, and that Professional Engineer may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

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

8. Termination of Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;

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

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

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

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

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

nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Professional Engineer or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Professional Engineer's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the negligence or willful misconduct of the party indemnified or held harmless.

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

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

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

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

- 16. Nondiscrimination.** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Professional Engineer agrees to the following terms. Professional Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Professional Engineer agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment,

upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

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

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

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

- 17. Endorsement.** Professional Engineer shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Engineer or under its direction as required under the laws of the State of New Hampshire.
- 18. Assignment, Transfer, Delegation, or Subcontracting.** Professional Engineer shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
- 19. City Inspection of Contract Materials.** The books, records, documents and accounting procedures and practices of Professional Engineer related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable,

the Comptroller General of the United States, or any authorized representative of those entities.

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

The City of Nashua acknowledges that the Professional Engineer's Instruments of Service are not represented to be suitable for use or reuse for any other applications or site without written verification from the Professional Engineer and any such use or reuse without written verification from the Professional Engineer will be at the City of Nashua's sole risk and without liability to the Professional Engineer.

- 21. Public Records Law, Copyrights, and Patents.** Professional Engineer expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Engineer (including those remitted to the City of Nashua by Professional Engineer pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

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

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

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

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

- 22. Final Acceptance.** Upon completion of all work under the contract, Professional Engineer shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Professional Engineer in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Engineer with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Engineer shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.
- 23. Taxes.** Professional Engineer shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Professional Engineer hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
- 24. Non-Waiver of Terms and Conditions.** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
- 25. Rights and Remedies.** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
- 26. Prohibited Interests.** Professional Engineer shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Professional Engineer represents 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 represents 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 represents 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 represents 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.
- 32. Reliance on Representations.** Professional Engineer acknowledges that the City of Nashua will be relying, and shall be entitled to rely, on the representations, undertakings and acknowledgments of Professional Engineer as set forth in this contract. Professional Engineer agrees to notify the City of Nashua promptly if any of its representations, undertakings, or acknowledgments set forth in this contract ceases to be true. Each of the parties represents to the other party that it has full authority to enter into this contract upon the terms and conditions hereof and that the individual executing this contract on its behalf has the requisite authority to bind such party to this contract.

Mr. Jeff Lafleur
Superintendent of Solid Waste
City of Nashua, Division of Public Works
840 West Hollis Street
Nashua, NH 03062

August 14, 2026
File No. 3066.273

Re: Proposal – 2026 Temporary Cap Expansion (Revised)
Four Hills Landfill
Nashua, New Hampshire

Dear Jeff:

Sanborn, Head & Associates, Inc. (Sanborn Head) appreciates the opportunity to provide the City of Nashua (City) with this proposal for engineering services relative to extending the existing temporary geomembrane cap over the remaining uncapped area of Phase III at the Four Hills Landfill (2026 Temporary Cap Expansion Project or Project). The scope of services presented herein was prepared based on communication with the City and our understanding of the engineering services needed to support this effort.

SCOPE OF SERVICES

Task 1 Design & Bid Documents

This task includes preparing documents to support the expansion of the existing temporary geomembrane cap in Phase III, which is expected to include installing new geomembrane over the top of Phase III. The following documents will be prepared by Sanborn Head to support the design.

- Construction Drawings, signed and stamped by a professional engineer licensed in the State of New Hampshire, which will include:
 - A Cover Sheet;
 - An existing conditions drawing depicting the existing temporary cap and gas collection and control system (GCCS) in relation to the most recent site topography made available to Sanborn Head by the City;
 - A proposed development drawing depicting the locations and extents of proposed geomembrane, as well as the existing leachate management system and GCCS infrastructure within the Project area; and
 - Construction details illustrating the proposed geomembrane connections, boots, and anchoring.
- Technical Specifications for the proposed design that describe the construction materials, installation requirements, and construction quality control requirements.
- An Opinion of Probable Construction Cost for the Project.
- An itemized Schedule of Values and associated bid item definitions to be used for bidding.

Sanborn Head will communicate with the City during the design process to obtain feedback on the design. Sanborn Head understands a Permit Modification Application (PMA) is not required for temporary capping by the New Hampshire Department of Environmental Services (NHDES). Therefore, once the design is approved by the City, Sanborn Head will work with the City to:

- Prepare for and attend a meeting at the Four Hills Landfill to review the Project with the City's selected contractor (or potential bidders);
- Respond to requests for information from the contractor or potential bidders regarding design intent, materials, and material testing; and
- Prepare addenda, if required.

Task 2 CQA Services

Sanborn Head will provide on-site CQA personnel to perform part-time monitoring and documentation services throughout construction of the temporary cap expansion, which is expected to take approximately six (6) weeks. Sanborn Head's CQA Managing Engineer, a Professional Engineer licensed in the State of New Hampshire, will be responsible for the implementation of the CQA services and will oversee the on-site CQA personnel. The CQA Team will monitor the contractor's work for conformance with the construction documents (e.g., drawings and specifications), track the progress of the Project, and be available to address contractor questions.

The specific services to be performed by Sanborn Head's CQA team include:

- Reviewing and commenting on contractor's submittals;
- Documenting items constructed by the contractor;
- Reviewing and commenting on contractor's requisitions for payment prior to submittal to the City for final approval.

The Sanborn Head CQA Team will monitor the following construction activities:

- Installation of erosion and sediment controls;
- Preparation of subgrade surface;
- Installation, welding, and anchoring of the temporary cap geomembrane; and
- Installation of pipe boots on the existing GCCS infrastructure.

Task 3 CQA Report

Sanborn Head will prepare a CQA Report that documents the observations made during construction and includes copies of submittal review forms, geosynthetic installation documentation, and Record Drawings. The Record Drawings will be based on the Construction Drawings and will show the surveyed (as-built) locations and elevations of the Project components as provided by the contractor. As appropriate, design details will be modified to depict the actual installations. The CQA Report will be prepared under the direction of a Professional Engineer licensed in the State of New Hampshire. We anticipate providing the City with a draft of the CQA Report for review about six weeks after the Project is substantially complete. The final report will be completed and submitted to the City approximately two weeks following receipt of the City's comments to the draft report.

Task 4 Construction Meetings/Documentation

Sanborn Head's CQA Managing Engineer will attend weekly construction progress meetings with the contractor and the City. Construction progress meetings are anticipated to be held weekly at the site and will include discussions about the current work progress, planned activities for the upcoming week, and new business or revisions to the Project. Sanborn Head will prepare minutes of the meetings, which will be issued to the City and the contractor.

ITEMS NOT INCLUDED IN SCOPE

The following items are not included in this scope of services:

- Applications and Fees – We understand no application is required for temporary capping.
- Paper Copies – We understand that a paper copy of the documents is not required by the City.
- Formal Calculations – We assume that no formal calculations will be required for the design.

FEE ESTIMATE AND BASIS OF BILLINGS

The estimated fee for this scope of services is **\$46,500** and is based on the estimated time commitment required to complete the services described above in addition to expenses associated with printing, mileage, and tolls. We will invoice based on actual accrued time and expenses in accordance with the current fee schedule agreed to by Sanborn Head and the City. We will not perform services beyond those defined herein without first receiving written authorization from the City.

SCHEDULE

Sanborn Head is available to begin working on this project following written authorization to proceed from the City. We assume all services related to this effort will be completed prior to June 30, 2027.

TERMS OF ENGAGEMENT

We understand that the City will issue a new Contract for Professional Services and a Purchase Order to Sanborn Head for the scope of services and budget estimate described herein.

CLOSING

Thank you for the opportunity to submit this scope of services. We look forward to working with you on this project. Please contact us should you require additional information.

Very truly yours,
SANBORN, HEAD & ASSOCIATES, INC.


Ryan L. Clay, PE
Senior Project Manager


Eric S. Steinhauser, PE, CPESC, CPSWQ
Senior Vice President and Principal

OHP/RLC/ESS:ohp

N:\3000s\3066.273\Project Control\Proposal for 2026 Temp Cap\20260814 2026 Temporary Cap Expansion Proposal (Revised).docx





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/4/2026

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

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

PRODUCER Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C, No, Ext): 770.756.6599 E-MAIL ADDRESS: greylingcerts@greyling.com	FAX (A/C, No): 770.756.6599
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Allied World Assurance Co (U.S.) Inc.		19489
INSURER B : Allied World Surplus Lines Insurance Co		24319
INSURER C : Hartford Accident and Indemnity Company		22357
INSURER D : Hartford Fire Insurance Co and its CA		914
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1231498031**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			03129204	6/12/2026	6/12/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
C	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			20UEGIB8152	6/12/2026	6/12/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			03129206	6/12/2026	6/12/2027	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
D	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	20WEGAS1K41	6/12/2026	6/12/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability including Pollution			03129184	6/12/2026	6/12/2027	Per Claim \$2,000,000 Aggregate \$2,000,000

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

Re: 6822.000 City of Nashua are named as Additional Insureds with respects to General & Automobile Liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**City of Nashua
848 West Hollis Street
Nashua NH 03062

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



City of Nashua

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

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

August 26, 2026
Memo #27-141

TO: Mayor Donchess
Finance Committee

SUBJECT: Purchase of Trash and Recycling Toters in the amount not to exceed \$145,000 funded from Solid Waste Fund/ 71- Equipment

Please see attached communications from Jeff Lafleur, Superintendent of Solid Waste, dated August 27, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase of recycling and trash carts and lids for curbside collection
Value: \$145,000
Department: 168 Solid Waste
Vendor: Toter, Inc.
Fund: Solid Waste Fund/71-Equipment

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: J Lafleur
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: August 27, 2026

From: Jeff Lafleur, Superintendent
Solid Waste Department

Re: To approve the purchase of Recycling and Trash carts from Toter, Inc.

A. Motion: To approve the purchase of recycling and trash carts and cart lids for curbside collection for FY27 in an amount not-to-exceed \$145,000 from Toter, Inc. of Statesville, NC. Funding will be through: Department: 168 Solid Waste; Fund: Solid Waste; Account Classification: 71 Equipment.

Discussion: Toter Inc. has been the vendor supplying trash and recycling carts for the City of Nashua since 2003 when the automated trash collection program started. The curbside recycling program has grown immensely and the demands for recycling carts are on the rise.

In October 2002 (RFP #0721-110802), a nine-member committee comprised of DPW, BPW, and Purchasing officials as well as a representative of the Board of Aldermen and the general public interviewed prospective vendors and evaluated their proposals. Toter Inc. was chosen and has been providing a quality product and excellent service as well as honoring warranty claims presented.



City of Nashua

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

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

August 26, 2026
Memo #27-142

TO: Mayor Donchess
Finance Committee

SUBJECT: Traffic Signs & Supplies in the amount not to exceed \$38,000 funded from General Fund/
61- Supplies & Materials

Please see attached communications from Jon Ibara, Superintendent of the Street Department, dated August 27, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase of signs, replacement poles, and proprietary items for street operations
Value: \$38,000
Department: 161 Streets
Vendor: Perma-line of New England
Fund: General Fund/ 61-Supplies & Materials

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: J Ibarra
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: August 27, 2026

From: Jonathan Ibarra, Superintendent
Street Department

Re: Perma-Line of New England

A. Motion: To approve the sole source purchase of various signs, replacement poles and proprietary items related to signs, pavement paint and paint machine replacement parts from Perma-line of New England of Brockton, MA in the amount not to exceed \$38,000. Funding will be through Department: 161 Streets; Fund: General; Account Classification: 61 Supplies and Materials.

Attachment: Schedule of Prices

Discussion: The City of Nashua currently has several thousand signs and many miles of pavement markings and crosswalks to maintain. In order to do that, we need to purchase parts and supplies to replace those that have been damaged or worn out.

Perma-Line of New England is the regional vendor for several proprietary items we use and is also a competitive supplier of signs, traffic paint and related products for the entire New England area. The City has always been satisfied with their service and product quality. The list of items purchased includes but is not limited to signs, pavement paint, paint machine parts, sign posts and mounting hardware, etc.

Perma-line

8/12/2026		L - R	T - B	Color	Price
Island Dia (OM1-1)					
Yellow w/ Yel. reflectors	High Intensity	18	18	Yellow	\$45.95
Delineator	High Intensity	4	8	Yellow	\$5.95
Hooker St	High Intensity	30			\$31.95
Dolan St	High Intensity	30	6		\$31.95
Victoria St	High Intensity	36	6		\$37.95
Palm St	High Intensity	30	6		\$31.95
Middle Dunstable Rd	High Intensity	42	6		\$43.95
Loop Ave	High Intensity	30	6		\$31.95
Forsythia Dr	High Intensity	36	6		\$37.95
Kehoe St	High Intensity	30	6		\$31.95
Ash Ct	High Intensity	24	6		\$25.95
Pond St	High Intensity	30	6		\$31.95
Allds St	High Intensity	30	6		\$31.95
Burke St	High Intensity	30	6		\$31.95
Twilight Dr	High Intensity	36	6		\$37.95
Michael Ave	High Intensity	36	6		\$37.95
Sign Posts	12' Galvy	U channel	Posts		\$48.95
Delineator Posts	8'-GALVY	Delineator	Posts		\$22.95
R1-1	High Intensity	30	30		\$55.95
R1-2	High Intensity	30	30		\$49.95
R2-1	High Intensity	18	24		\$55.95
R3-1	High Intensity	24	24		\$59.95
R5-1	High Intensity	30	30		\$65.95
R4-7	High Intensity	24	30		\$63.95
R6-1	High Intensity	36	12		\$55.95
R6-2	High Intensity	18	24		\$55.95
W11-2	Fluor. Y-G	30	30		\$92.95
S2-1	Fluor. Y-G	30	30		\$92.95
R7-8a	High Intensity	12	18		\$26.95
R1-6	In street ped x-ing		portable		\$415.95
52-dw	5 gallon of white paint				\$24.95

Sales Quote Q-248638

July 10, 2026

Page 2 / 2

	Siren System/ Radio		0.00	
PF200	PATHFINDER,100/200W,SELF-CONT	1	1,265.98	1,265.98
CUSTOMER ITEM	Agency supplied Radio	1	225.00	225.00
NMOKHFUD25	Larsen Mobile Antenna 0-6000 MHz 3 4 Mount Antenna	1	35.00	35.00
ROOF-FT-NITI-M	Flexi-whip mast only, field or factory tuned from 136 MHz-1 GHz	1	95.00	95.00
SHOP SUPPLY	Shop Supply	1	200.00	200.00

Subtotal: 10,344.49**Total Tax: 0.00****Total: 10,344.49**

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 10,344.49

Terms and Conditions,

Quotes are good for 60 days. By signing this document, you are acknowledging that you have verified the descriptions and specifications of the products listed on this quote. We cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. We reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Cancellation of Order

No cancellation of any Order(s) by the Customer shall be effective unless written notice thereof is given to Global Public Safety before the Equipment is delivered to the Customer and unless Global Public Safety agrees to accept such cancellation in which event the Customer shall pay to Global Public Safety immediately on presentation of invoice, a cancellation charge of 25% of the price agreed for the delivery and installation of such Equipment.

In the event a customer cancels an Order(s) for any customized Product which has been accepted by Global Public Safety or due to Supplier cancellation of vehicle(s) order. The buyer shall still be liable for the full payment of the Purchase Price.

REMIT TO: Global Public Safety, LLC
PO Box 69276
Baltimore, MD 21264-9276



City of Nashua

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

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

August 26, 2026
Memo #27-143

TO: Mayor Donchess
Finance Committee

SUBJECT: FY27 Paving Asphalt & Aggregates in the amount not to exceed \$147,000 funded from
General Fund/ 61- Supplies & Materials

Please see attached communications from Jon Ibara, Superintendent of the Street Department, dated August 27, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Asphalt and aggregates for Street operations
Value: \$147,000
Department: 161 Streets
Vendor: Brox Industries and Continental Paving
Fund: General Fund/ 61- Supplies & Materials

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: J Ibara
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: August 27, 2026

From: Jonathan Ibarra, Superintendent
Street Department

Re: Brox and Continental sole source

B. Motion: To approve the sole source purchase of asphalt and aggregates from Brox Industries of Hudson, NH and Continental Paving of Londonderry, NH in the amount of \$147,000. Funding will be through Department: 161 Streets; Fund: General; Account Classification: 61 Supplies and Materials.

Attachment: Schedule of Prices

Discussion: Brox industries and Continental paving has been the City's supplier of asphalt and aggregate products for several years and continue to meet the City's needs. As local vendors the close proximity of their facilities has saved the City valuable time when completing daily projects. In the early spring and late fall the only plant open is often Brox in Dracut, MA. The asphalt we are seeking approval for is used for filling pot holes, our mill and fill program, fill around catch basins and for small paving projects done by the Street Department. This is not part of the paving program.

Under the guidance of the last two City Purchasing Managers, the Street Department has not brought asphalt for approval to the BPW or Finance Committee in at least the last 10 years. The new Purchasing Manager and our Legal Department have made a recent determination that the purchases need to be brought to both BPW and Finance for approval.



2026 PRODUCT CARD LIST PRICES - EFFECTIVE JANUARY 9TH, 2026 ALL PRICES ARE PER TON

[illegible]

Rush, Whitney

From: David Roma
<droma@broxindustries.com>
Sent: Thursday, August 20, 2026 11:08 AM
To: Rush, Whitney
Subject: Brox Industries Hot Mix Prices

CAUTION: This email came from outside of the organization. Do not click links or open attachments if the source is unknown.

Thursday 8/20/2026

City of Nashua NH
Hot mix aspHalt prices per ton.
Hudson NH \$74.50
Amherst NH \$74.50
Dracut MA \$74.50

If you have any questions please contact Dave Roma
603-396-0113 Or
email.

Sent from my iPhone

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient, company or others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful. If you have received this transmission in error, please return the material received to the sender and delete all copies from your system.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast email security gateway.

Contractor's Price List

Continental Paving – Londonderry - Quarry & Litchfield Sand & Gravel – Litchfield - Quarry

Prices subject to change without notice

Prices Effective: April 1, 2026

Product

Per Ton F.O.B.

1½" Crushed Stone (washed septic stone)	\$17.50	
¾" Crushed Stone	\$17.50	
½" Crushed Stone	\$17.50	
3/8" Crushed Stone	\$17.50	
3" to 4" Erosion Stone	\$12.00	
6" Erosion Stone	\$14.00	
Rip-Rap Stone	\$14.00	
¾" Crushed Gravel	\$11.25	
1½" Crushed Gravel	\$11.50	
2" Crushed Gravel (NH DOT 304.3)	\$11.25	
2" Crushed Stone Base (NH DOT 304.4)	\$11.25	
3" Crushed Stone Base	\$11.50	
Bank Run Gravel (NH DOT 304.2) @ LSG	\$18.50 /ton	at <u>West Rd. Pit - Not Available</u>
CPI-Pac	\$11.25	
Washed Stone Sand (Fine)	\$20.50	
Washed Stone Sand (Coarse)	\$20.50	
Bankrun Sand	\$20.50	at <u>LSG only</u>
Screened Sand	\$20.50	
Loam	\$15.00	
3/8" RAP	\$11.50	
2" RAP (reprocessed asphalt product)	\$ 9.50	

Asphalt Price - Call for pricing (changes based on current liquid asphalt cost)

Continental Drive, Londonderry Scale House # 603-437-1103
Litchfield Sand & Gravel Scale House # 603-424-6515

Truck Rental:

10 Wheeler \$125.00/hr. Tri-Axle \$130.00 /hr. Trailer \$150.00 /hr.

Rush, Whitney

From: Lisa Bailey
<lbailey@continentalpaving.com>
Sent: Thursday, August 20, 2026 1:08 PM
To: Rush, Whitney
Subject: Asphalt price

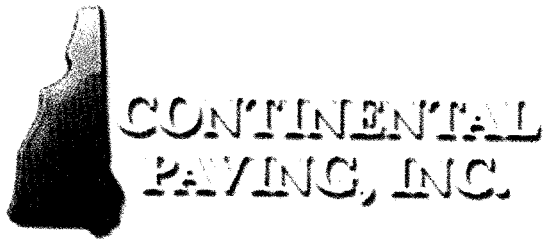
CAUTION: This email came from outside of the organization. Do not click links or open attachments if the source is unknown.

Whitney,

The current asphalt f.o.b. price is \$80.00 per ton through August 31. Depending on the State of NH liquid price it may be adjusted for September.

Thanks,

Lisa



One Continental Drive
Londonderry, NH 03053
603-437-

5387



Virus-free. www.avg.com



City of Nashua

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

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

August 26, 2026
Memo #27-144

TO: Mayor Donchess
Finance Committee

SUBJECT: Amendment #1 for Collection System Flow Monitoring in the amount not to exceed
\$46,500 funded from Wastewater Fund/ 53- Professional & Technical Services

Please see attached communications from David Boucher, Superintendent of the Wastewater Department, dated August 27, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Amendment #1 for monitoring the combined sewer overflows (CSOs) via
Aquasight
Value: \$28,700 FY27
\$8,900 FY28 and FY29 per year
\$46,500 Total
Department: 169 Wastewater
Vendor: ADS Environmental Services, LLC
Fund: Wastewater Fund/ 53-Professional & Technical Services
Term: 3 years

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Boucher
C O'Connor
T Cummings

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
From: Mayor Jim Donchess
Date: August 26, 2026
Re: Multi-Year Contract Award – Collection System Flow Monitoring

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 September 2, 2026 meeting, and as such, I am requesting the full Board of Aldermen approve the following contract:

Item: Monitoring services for the combined sewer overflows (CSOs) through Aquasight
Value: \$46,500
Vendor: ADS Environmental Services, LLC
Purchasing Memo#: 27-144 dated August 26, 2026
Contract Term: 3 years

Thank you.

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: August 27, 2026

From: David L. Boucher, Superintendent
Wastewater Department

Re: Collection System Flow Monitoring – Amendment 1

B. Motion: To approve Amendment 1 in an amount not to exceed \$46,500 with ADS Environmental Services, LLC of Huntsville, AL for the flow monitoring of the collection system. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 55 Other Services.

Attachments: Amendment 1 Quote

Discussion: The City of Nashua is required by the U.S. Environmental Protection Agency (EPA) to monitor its combined sewer overflows (CSOs) for activity and in the newest permit, effective date February 1, 2026, there was an additional requirement for the public dissemination of a CSO discharge within 2 hours of occurrence, either through text or email. In order to meet these strict requirements, we requested ADS's assistance, as they are currently performing this function for their Massachusetts clients.

ADS utilizes a third part vendor, Aquasight to perform this function. We requested a demonstration and pricing and found it reasonable. Their onboarding cost to get the notifications programmed and ready was \$19,800 and the annual service fee is \$8,900 for up to 100 subscribers. If there are greater than 100 subscribers, the City will have additional fees, as is described in the quote.

In total, for three years, we are asking for Amendment 1 to be in an amount not to exceed \$46,500, which will cover the onboarding and up to 100 subscribers at \$8,900 annually for three years. See the below breakdown, per fiscal year.

FY27	\$28,700
FY28	\$8,900
FY29	\$8,900



340 The Bridge Street, Suite 204
Huntsville, AL 35806
256-430-3366
www.adsenv.com

Noelle Osborne
City of Nashua
229 Main Street
Nashua, NH 03061
(603) 589-3564

ADS Contact

Ben Rukavina | Key Account Manager
brukavina@idexcorp.com
m: 917.748.2482

Quote Reference: Nashua.LTN.Aqs.NH.26
Date: 8/12/2026
Terms: Net 30
Delivery: 30 Days ARO
Effective To: 10/12/2026

See Exhibit A

Description	Quantity	Unit Retail Price	Ext. Price
Aquasight Onboarding	1	\$19,800.00	\$19,800.00
Aquasight Year 1	1	\$8,900.00	\$8,900.00
Aquasight Year 2	1	\$8,900.00	\$8,900.00
Aquasight Year 3	1	\$8,900.00	\$8,900.00
Total:			\$46,500.00
Items may be taxable in accordance with local tax laws.			

NOTES:

1. Client responsible for providing pipe sizes, pipe segment to be monitored in a specific manhole, and flow schematic as requested.
2. Pricing assumes free & legal access to each site and no modifications to the selected monitoring sites are necessary for installation.
3. Permits and police detail charges for traffic control, as deemed necessary by local authorities for crew and or public safety are the client responsibility and not included in the above pricing.
4. Pricing assumes ADS standard Health & Safety Plan is sufficient. Additional document preparation or on-site access required training may result in a change order to account for costs incurred.
5. The above quote assumes ADS standard levels of insurance are acceptable. Additional insurance can be acquired upon request, but ADS reserves the right to requote to account for additional cost.
6. Any work requested beyond the specific scope of services listed or changes to the scope will require additional fees to be negotiated.
7. Extensions of the monitoring period at the above unit rates may be arranged by notifying ADS prior to the end of the monitoring period.
8. The above-described professional services do not include any Prevailing Wages.
9. Installations cannot be scheduled until a signed agreement is in place. Work will be scheduled based upon availability and will be scheduled through the project manager.
10. This additional work is subject to the same Terms and Conditions incorporated into the original Contract executed on July 15, 2026.

Client:

Signature:

Name & Title:

Date:

ADS Environmental Services:

Signature:

Name & Title: Mike Armes, Director of Operations

Date: 08/24/2026

August 6, 2026

Scott Neesen
Project Manager
ADS Environmental Services

**SUBJECT: Proposal to Provide CSO Public Reporting Web Services
Nashua, NH**

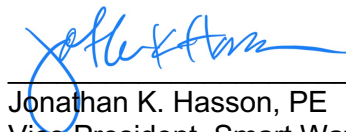
Dear Mr. Neesen:

Aquasight, LLC is pleased to provide the attached proposal for providing a public CSO Notification and Reporting feature in the Aquasight ACE™ platform as part of ADS Environmental Services' CSO Outfall Monitoring project for Nashua, NH.

We have included our project understanding, proposed scope of work, and proposed pricing and schedule in the attached Order Form and Scope of Services.

Please let us know if you have any questions. We look forward to kicking off the work with you and your Nashua customer.

Sincerely,



Jonathan K. Hasson, PE
Vice President, Smart Water Solutions
Aquasight, LLC



ORDER FORM AND SCOPE OF SERVICES

1. OWNER: **ADS LLC
340 The Bridge Street
Suite 204
Huntsville, AL 35806**
2. Aquasight Solution: **Nashua, NH
CSO Public Reporting
ACE 3.8, or higher and public
website
See Appendix A**
3. Term: **3 years**
4. Fees:

On-boarding Fee: **\$19,800**

Annual Subscription Fee: **\$8,900 each year**

State and Local Taxes Not Included and shall be invoiced in addition to above fees is applicable.
5. Scope of Services
 - Appendix A describes Project Understanding and Scope of Services during on-boarding
 - Annual Subscription Fee covers
 - ACE application and infrastructure management
 - Software and API upkeep and maintenance
 - SAMI e-mail notifications
 - Database maintenance
 - Bugs fixes and help desk
 - Additional training
 - Periodic Check-ins
 - User management
6. Payment Terms:
 - Onboarding fees will be invoiced incrementally as detailed in the Rate Schedule
 - Annual Subscription Service will be invoiced annually at the execution of the contract and the beginning of each year after the end of the first year as detailed in the Rate Schedule
7. Other terms and conditions:

- Onboarding fee includes providing OWNER access to Aquasight's CSO Public Reporting ACE application that can be embedded into a city website and all other necessary steps to provide OWNER with the features and services described in the Scope of Services
- Travel costs are not included in this quote. Additional travel costs will be quoted and submitted to the OWNER through a Change Order Request. No charges will be incurred without OWNER's prior written approval.
- Any new features that are not described in the Scope of Services are subject to additional cost and will be provided upon request. Additional costs will not be incurred without OWNER's written authorization.
- Raw and calculated CSO overflow data quality is the responsibility of the OWNER
- The price is valid for only 30 days
- CSO overflow data availability is the responsibility of the OWNER
- OWNER must provide access to data through an API or a persistent on-time and on-quality access to CSO data.
- Logic of CSO event activation in Aquasight system does not change to what is already in place based on past working with the OWNER
- Changes in e-mail notification template and public notification display page are limited to what is described in Appendix A
- E-mail subscriber list is self-served and managed by OWNER
- No equipment will be provided by AQUASIGHT on-site or at OWNER's remote locations as part of this project
- Data extraction from source system is assuming industry standard data formats and readable technologies
- Any delay for requested information can cause delays in timelines and milestones
- Pricing is up to 50 users for the CSO Public Reporting Module in ACE Application
- Pricing is valid for up to 100 email notification subscribers. Should the number email subscribers exceed 100, the annual subscription fee will increase as detailed in Rate Schedule included.
- This change order form is entered in accordance with and is governed by the approved Terms and Conditions of Use and Aquasight Subscription Agreement signed April 27, 2022.

**OWNER: ADS Environmental
Services**



By: Tony Yang
Its: Director of Finance
Dated: August 21, 2026

PROVIDER:



By: Jonathan K. Hasson, PE
Its: VP, Smart Water Solutions
Dated: August 21, 2026

RATE SCHEDULE

Item	Amount	Invoice Date
Annual Subscription Year 1	\$8,900 ¹	Upon Contract Execution
On-Boarding Fee	\$19,800	Upon Contract Execution
Annual Subscription Year 2	\$8,900 ¹	Contract Execution + 12 months
Annual Subscription Year 3	\$8,900 ¹	Contract Execution +24 months

Note 1: Assumes maximum number of email subscribers less than 100 total

Summary of proposed fee for Nashua, NH Solution

On-Boarding Fee:

- Nine (9) CSO structures for setup = \$19,800 setup (assumes simple, single monitoring location CSO structure, consolidated CSO data is provided by ADS, not individual metering location data)

Annual Fee:

- Nine (9) CSO structures for Public Notification Site = \$8,900¹ per year total

Total fee:

Year 1: \$28,700¹ year 1
Years 2+: \$8,900¹ per year

Note 1: Assumes maximum number of email subscribers less than 100 total subscribers

Notes:

1. If CSO outfall structures are added to the system above the nine (9) noted by ADS, Aquasight's fee shall be adjusted accordingly.
2. If CSO outfall structures are not simple, single monitoring location structures, Aquasight's fee shall be adjusted accordingly.
3. If the total number of email subscribers exceeds 100, the annual subscription fee will increase as noted in the table below:

Number of Total Email Subscribers	Total Revised Annual Subscription Fee
101 to 200 email subscribers	\$9,980 per year
201 to 300 email subscribers	\$11,060 per year
301+ email subscribers: Annual subscription fee shall increase by \$1,080 (\$120/year/CSO structure)	

4. The Aquasight SAMI Virtual Assistant shall be used on this project for email notification setup and execution using triggers provided by ADS. ADS shall manage the email subscription list. Should ADS choose to have Aquasight manage the email list signup feature and list management, additional fees may apply.

Appendix A – Project Understanding and Scope of Work

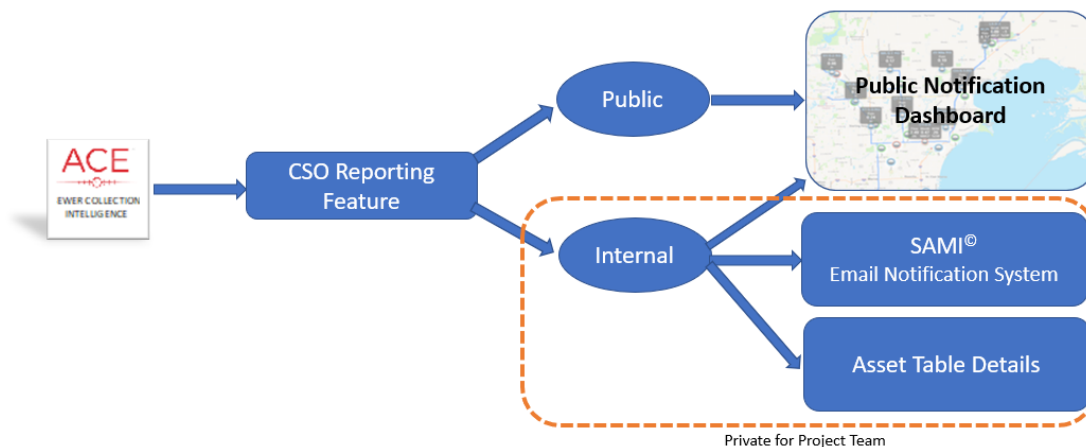
Current Understanding: ADS maintains nine (9) active CSO Outfalls consisting of one or multiple monitoring devices per outfall structure in the Nashua, NH system. ADS wishes to have a public facing CSO reporting solution to provide CSO public notification.

Objectives: From our discussions, ADS wishes to receive a proposal from Aquasight for a cloud-based public reporting platform that is scalable for multiple ADS clients and has a GIS view and function similar to that provided to multiple Massachusetts communities. ADS would provide the inputs via API for the appropriate data channels needed to update the map view and icon color/values, etc.

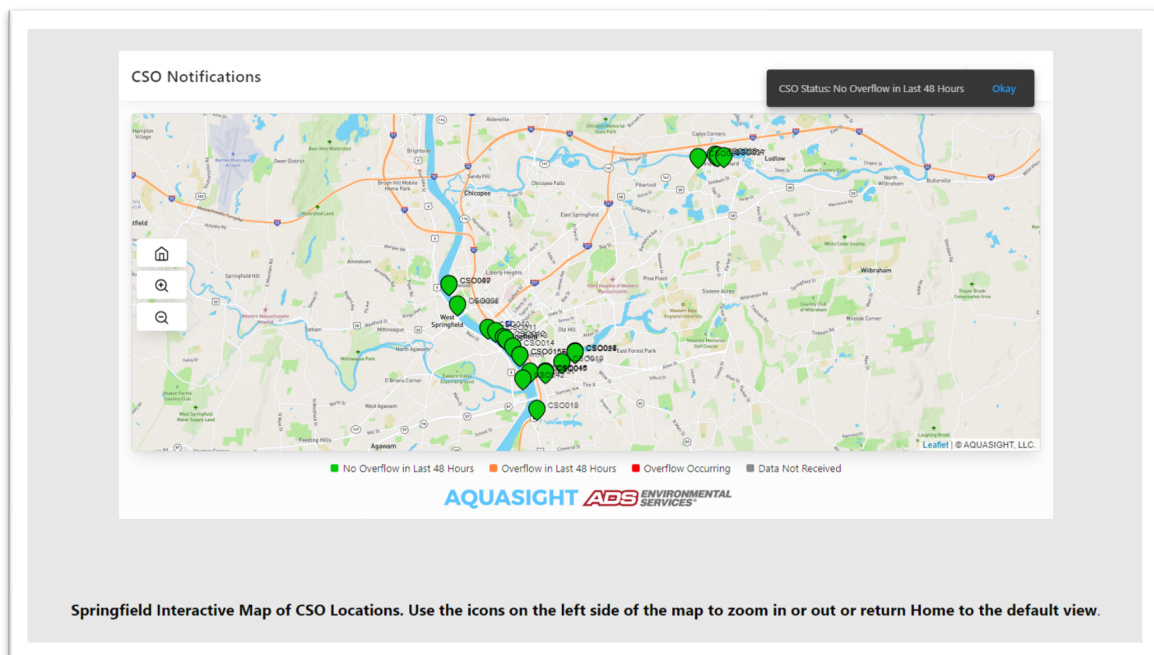
The Aquasight ACE Platform for CSO Public Notification shall include the following:

Aquasight's ACE is a fully fledged sewer intelligence platform. A solution feature within ACE is the CSO Reporting. The CSO reporting feature within ACE platform is a cloud-based solution and shall be available for both public consumption (as noted below and embedded in Utility's webpage) and for internal consumption accessed securely by the project team as a standalone application with the CSO feature turned on.

A simplified description of the solution is noted in the figure below:



The ACE CSO Notification Solution shall be similar in function and appearance to the active public notification system employed by Springfield, MA. A screenshot of this system is included below, as is a link to the public solution.



Link to the Springfield, MA Website: <https://springfieldalerts.com/Suez/index.php/map-of-cso-locations/>

NOTE: Per discussions with ADS, historical CSO outfall data will not be included in the CSO reporting solution proposed herein. If historical data is desired, the Aquasight solution and fee shall be upgraded accordingly.

Private, Internal ACE CSO Solution: The project team (Nashua, ADS, Aquasight) shall have full access to the CSO reporting feature on the Aquasight ACE solution including access to the GIS dashboard (duplicate of public notification page), the SAMI email notification feature, and the table of assets used for public reporting. The Asset Table includes metadata for each location and shall be available in a summarized tabular format within ACE application.

Public, External ACE CSO Solution: The ACE public website shall be a cloud-based, GIS-based notification system embedded within the City's own website as an HTML iframe feature. The public ACE solution shall display a secure, feature restricted GIS map with data describing each CSO overflow site and, at a minimum, the system shall include:

- Display of metadata for each site (e.g., street address, GPS coordinates (TBD), receiving water body, downstream impacted communities, etc.)
- Color changes for CSO overflow structure icons to indicate:
 - "no overflow in last 48 hours"
 - "overflow in last 48 hours"
 - "overflow occurring"
 - "data not received"
- Dynamic data in pop up on GIS map to show

- overflow start time
- overflow end time
- average historical overflow volume
- total overflow duration
- Map based notification system embedded in City's webpage
- Map shall be co-branded with Aquasight and ADS logos
- Overflow icons shall be clickable to drill down to metadata and dynamic details noted above
- The system will have the capability to send notification emails to subscribers.
 - Aquasight SAMI® system will manage event-based notifications and include both static metadata and dynamic event-based data noted above
 - Subscriber list will be managed by ADS and Aquasight will use these lists for automated email notifications via SAMI®
 - An example of the Email Notification with both Metadata and Event Data is included below.
 - ADS shall provide clarification on which foreign language is required for the email notification. Aquasight will include one (1) foreign language as part of the standard email notification service. Aquasight's offering below does not include language translation services.

Permittee: Springfield Water & Sewer Commission NPDES # MA0101613

Location: CSO012

For a map of the location visit springfieldalerts.com

Time of discharge: 07/28/2022 09:30 PM

Estimated volume: 4,019,866 Gallons

End of discharge: 07/28/2022 10:15 PM

The estimated volume is calculated by taking the total overflow volume for the last 3 years and dividing by the total number of overflow event for the last 3 years.

The discharge has stopped at this time.

Affected Waterbodies: Connecticut River

Avoid contact with these waterbodies for 48 hours after the discharge ceases due to increased health risks from bacteria and other pollutants. The discharge consists of rainwater and untreated sewage and waste.

Affected communities: Springfield, West Springfield, Agawam, Longmeadow

The affected communities border the Chicopee/Connecticut River downstream of the CSO discharge.

Visit springfieldalerts.com for additional information.

Titular del permiso: Springfield Water & Sewer Commission NPDES # MA0101613

Ubicación: CSO012

Para obtener un mapa de la ubicación visite springfieldalerts.com

Hora descarga: 07/28/2022 09:30 PM

El volumen estimado: 4,019,866 Gallons

Fin de la descarga: 07/28/2022 10:15 PM

El volumen estimado se calcula tomando el volumen total de desbordamiento de los últimos 3 años y dividiéndolo por el número total de eventos de desbordamiento de los últimos 3 años.

La descarga se ha detenido en este momento.

Cuerpos de agua afectados: Connecticut River

Evite el contacto con estos cuerpos de agua durante 48 horas después de que cese la descarga debido al aumento de los riesgos para la salud de las bacterias y otros contaminantes. La descarga consiste en agua de lluvia y aguas residuales y desechos sin tratar.

Comunidades afectadas: Springfield, West Springfield, Agawam, Longmeadow

Las comunidades afectadas bordean el río Chicopee/Connecticut River descendente de la descarga de CSO.

Visite springfieldalerts.com para obtener información adicional.

Requirements from ADS:

ADS to provide all raw and calculated data and logic triggers from PRISM to feed to Aquasight for public display and notification.

- Data provided by RESTful API from PRISM to ACE
- ACE will “sweep” the API call every five (5) minutes for new data
- APIs will include all calculations required for reporting in the CSO reporting feature including, but not limited to overflow volume, start times, end times, duration, etc.
- Estimated API calls per location per event
 - Overflow status
 - Overflow start time
 - Overflow stop time
 - Calculated duration of overflow
 - Calculated volume of overflow

Deployment Timeline:

Aquasight shall deploy a fully functional and scalable ACE CSO Solution for Nashua, NH containing details as noted above. Aquasight will complete the installation at Nashua within 90 calendar days after contract execution. Aquasight will provide



City of Nashua

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

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

August 26, 2026
Memo #27-145

TO: Mayor Donchess
Finance Committee

SUBJECT: Nashua biosolids evaluation in the amount not to exceed \$116,462.73 funded from
Wastewater Fund/ 53- Professional & Technical Services

Please see attached communications from David Boucher, Superintendent of the Wastewater Department, dated August 27, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Feasibility study of the long-term management of biosolids and disposal at the Four Hills Landfill
Value: \$116,462.73
Department: 169 Wastewater
Vendor: Hazen and Sawyer
Fund: Wastewater Fund/53- Professional & Technical Services

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Boucher
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: August 27, 2026

From: David L. Boucher, Superintendent
Wastewater Department

Re: Biosolids Landfill Evaluation

C. Motion: To approve the contract with Hazen and Sawyer in an amount not to exceed \$116,462.73 for the feasibility evaluation of long-term biosolids management and disposal at the Nashua Four Hills Landfill. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 53 Professional & Technical Services.

Attachments: Scope of Work and Fee Schedule

Discussion: The City of Nashua has been in the design stage of installing a Class A biosolids dryer, to reduce the volume of biosolids and set the City up for future PFAS removals. As this work has progressed, the cost of construction and equipment has continued to increase substantially. As a result, staff is reassessing the current approach and evaluating potential alternatives for long-term biosolids management.

Following the recent contract award to Waste Management (WM) for biosolids management and disposal, under which WM will landfill-apply Nashua's biosolids, staff discussed the potential for utilizing Nashua's biosolids at the City-owned Four Hills Landfill. This evaluation will consider the feasibility of both short-term and long-term use of the City's biosolids at the landfill.

The proposed contract will evaluate the technical, regulatory, operational, and financial considerations associated with the internal management and disposal of Nashua's biosolids. If feasible, this approach has the potential to provide substantial cost savings to the City.



CONTRACT FOR PROFESSIONAL SERVICES

NASHUA BIOSOLIDS EVALUATION

A CONTRACT BETWEEN

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

HAZEN AND SAWYER

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

NAME AND TITLE OF PROFESSIONAL ENGINEER

1750 ELM STREET, SUITE 402, MANCHESTER, NH 03101

ADDRESS OF PROFESSIONAL ENGINEER

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

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

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

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

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

Exhibit A --General Conditions for Contracts;

Exhibit B --Hazen and Sawyer Scope of Services & Project Budget

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

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

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

DESCRIPTION OF WORK:

Conduct an evaluation of the feasibility of long-term biosolids management through landfill disposal, including use of dewatered biosolids cake as daily or final cover at designated landfill(s) as detailed in **Exhibit B**.

3. PERIOD OF PERFORMANCE. Professional Engineer shall perform and complete all work by **January 29 2026** which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Professional Engineer shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

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

ONE HUNDRED SIXTEEN THOUSAND FOUR HUNDRED SIXTY-TWO and 73/100 DOLLARS
(\$116,462.73)

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

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

- Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

- Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

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

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

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

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

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

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

CITY OF NASHUA REPRESENTATIVE:

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

PROFESSIONAL ENGINEER REPRESENTATIVE:

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

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

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

City of Nashua, NH (signature)

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

Date

Hazen and Sawyer (signature)

(Printed Name and Title)

Date

EXHIBIT A
TABLE OF CONTENTS
CITY OF NASHUA
GENERAL TERMS AND CONDITIONS

1. DEFINITIONS	GC--2
2. PROFESSIONAL ENGINEER STATUS	GC--2
3. STANDARD OF CARE	GC--2
4. CITY OF NASHUA REPRESENTATIVE	GC--3
5. CHANGES TO SCOPE OF WORK	GC--3
6. CITY OF NASHUA COOPERATION	GC--3
7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES	GC--4
8. TERMINATION OF CONTRACT	GC--4
9. DISPUTE RESOLUTION	GC--6
10. NO DAMAGES FOR DELAY	GC--6
11. INSURANCE	GC--6
12. INDEMNIFICATION	GC--7
13. FISCAL CONTINGENCY	GC--7
14. COMPENSATION	GC--7
15. COMPLIANCE WITH APPLICABLE LAWS	GC--7
16. NONDISCRIMINATION	GC--8
17. FEDERAL SUBCONTRACTING REQUIREMENTS	GC--8
18. ENDORSEMENT	GC--9
19. ASSIGNMENTS, TRANSFER, DELEGATION, OR SUBCONTRACTING	GC--9
20. CITY INSPECTION OF CONTRACT MATERIALS	GC--9
21. DISPOSITION OF CONTRACT MATERIALS	GC--9
22. PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS	GC--9
23. FINAL ACCEPTANCE	GC--10
24. TAXES	GC--10
25. NON-WAIVER OF TERMS AND CONDITIONS	GC--10
26. RIGHTS AND REMEDIES	GC--10
27. PROHIBITED INTERESTS	GC--11
28. THIRD PARTY INTERESTS AND LIABILITIES	GC--11
29. SURVIVAL OF RIGHTS AND OBLIGATIONS	GC--11
30. SEVERABILITY	GC--11
31. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT	GC--11
32. CHOICE OF LAW AND VENUE	GC--12

General Terms and Conditions

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

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

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

Professional Engineer shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by Professional Engineer to perform work under this contract. Approved key personnel shall not be

taken off of the project by Professional Engineer without the prior written approval of the City of Nashua, except in the event of termination of employment. Professional Engineer shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

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

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

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

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

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

8. **TERMINATION OF CONTRACT**

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

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

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

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

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

B. TERMINATION FOR CAUSE This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Professional Engineer in the event of a failure by Professional Engineer to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner. Professional Engineer shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Professional Engineer may terminate the contract on 10 calendar days written notice if, through

no fault of Professional Engineer, the City of Nashua fails to pay Professional Engineer for 45 days after the date of approval by the City of Nashua of any Application for Payment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **COMPLIANCE WITH APPLICABLE LAWS** Professional Engineer, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements,

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

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

Without limitation of the foregoing, Professional Engineer's attention is directed to 41 C.F.R. § 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by reference, is incorporated into this contract, to 41 C.F.R. § 60-250 et seq. and the clause entitled "Affirmative Action Obligations of Professional Engineers and Subcontractor for Disabled Veterans and Veterans of the Vietnam Era," which, by reference, is incorporated in this contract, and to 41 C.F.R. § 60-471 and the clause entitled "Affirmative Action Obligations of Professional Engineers and Subcontractors for Handicapped Workers," which, by this reference, is incorporated in this contract.

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

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

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

17. **FEDERAL SUBCONTRACTING REQUIREMENTS** If Professional Engineer awards a subcontract under this contract, Professional Engineer, if applicable, shall use the following alternative steps:
- A. Using the services of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce, as appropriate; and
 - B. Requiring the subcontractor, if it awards subcontracts, to take the affirmative steps set forth in paragraph A.
 - C. If applicable, Professional Engineer agrees to complete and submit to the City of Nashua a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization

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

18. **ENDORSEMENT** Professional Engineer shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Engineer or under its direction as required under the laws of the State of New Hampshire.
19. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Professional Engineer shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
20. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Professional Engineer related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
21. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Engineer in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Professional Engineer's expense, by Professional Engineer to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Professional Engineer, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Engineer in the performance of its obligations under this contract must be retained by Professional Engineer for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Professional Engineer shall promptly remit and deliver the materials, at Professional Engineer's expense, to the City of Nashua. Professional Engineer shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Professional Engineer's obligations under this contract without the prior written consent of the City of Nashua. **Professional Engineer may retain one copy of the information produced under this Agreement for archival purposes.**
22. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Professional Engineer expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Engineer (including those remitted to the City of Nashua by Professional Engineer pursuant to paragraph 21), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

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

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

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

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

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

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

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

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

28. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Professional Engineer, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Professional Engineer.
29. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.
30. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.
31. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Professional Engineer. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any

terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.

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

Nashua Biosolids Evaluation

Engineering Scope of Work

Hazen will support the City of Nashua in evaluating the feasibility of long-term biosolids management through landfill disposal, including use of dewatered biosolids cake as daily or final cover at designated landfill(s). The evaluation will determine the minimum solids content required for landfill acceptance, assess approaches for achieving that solids content through cake amendment or other technologies, and develop a conceptual design and planning-level cost estimate for a cake amendment facility.

Task 0 – Project Management

Task 1.1 Project Management

ENGINEER will provide project management services for the PROJECT. Project management services include the following:

Manage day-to-day activities for the PROJECT.

Develop Project Quality Control Program, including scheduling and requiring QA/QC review activities.

Monthly virtual check-in with OWNER, and review of monthly invoices.

Coordinate, schedule and hold meetings and workshops with OWNER for the PROJECT.

Task 1.2 QA/QC

ENGINEER will provide QA/QC services throughout the project. Quality Assurance (QA) will be provided, for example, by engaging national experts for technical input, following standard procedures for analyses and documentation, and having regular review meetings to maintain direction toward achieving project goals. ENGINEER will also perform Quality Control (QC) reviews.

Task 1.3 Meetings

The ENGINEER will conduct meetings with the OWNER to keep interested parties up to date with technical findings and issues, project coordination, and required follow-up of action items. The following meetings and workshops are included in the Scope of Services:

One (1) kick-off meeting: Scheduled within 4 weeks of notice to proceed. Topics to be covered will include scope, schedule, and budget for the project, communication plan for project team members, key milestones, deliverables, and information requests for the facility.

One (1) Evaluation of Approaches Review Meeting

One (1) Conceptual Design Review Meeting

Task 1 – Landfill Disposal Evaluation

Hazen will evaluate the requirements, constraints, and potential viability of using biosolids cake for landfill disposal, including use as daily or final cover. This task will establish the target solids content and identify key operational, regulatory, and market factors that will influence the feasibility of this management pathway.

Task 1.1 – Data Review

Hazen will review and analyze one year of solids handling and disposal data provided by Nashua. The review will include dewatered cake percent solids, daily and annual cake production, cake volume, hauling and disposal practices, and seasonal or operational trends that may affect landfill acceptance or amendment requirements.

Task 1.2 – Landfill Capacity and Acceptance Requirements

Hazen will coordinate with the City's landfill superintendent, engineer and Consultant (Sanborn Head) to determine regulatory requirements and landfill acceptance criteria for biosolids cake used as daily cover, final cover, or other approved landfill applications. Hazen will also coordinate with the entities to understand current and projected capacity, minimum solids requirements, material quality expectations, limitations on biosolids acceptance, pricing considerations, and long-term interest in receiving amended biosolids cake. This work will include coordination with landfill engineering services provider Sanborn and Head.

Task 2 – Evaluation of Approaches to Achieve Required Solids Content

Hazen will evaluate practical approaches for achieving the minimum solids content required for long-term landfill disposal or landfill cover use. The evaluation will focus on amendment-based approaches that can be implemented with the City's current biosolids cake, as well as potential process alternatives that could improve dewatered cake solids.

Task 2.1 – Existing Dewatering Performance Review

Hazen will review available information on the City's existing dewatering process, including typical feed characteristics, cake solids, polymer use, equipment performance, seasonal variability, and operational constraints. The review will be used to establish the baseline solids content and identify whether operational adjustments may improve cake dryness before amendment.

Task 2.2 – Amendment Alternatives Evaluation

Hazen will evaluate amendment alternatives that could be blended with biosolids cake to achieve the target solids content required for landfill disposal or cover use. Potential amendments may include yard waste, leaves, mulch, lime, ash, sawdust, or other locally available materials. It will also evaluate the effects of dosing ferric to pre-dewatered sludge as it relates to potential effects on solids concentration as well as odor control. The evaluation will use published information, relevant case studies, and material balance calculations to estimate the quantity of each amendment, or combination of amendments, required on an annual basis.

Task 2.3 – Amendment Availability and Logistics Assessment

Hazen will work with the City of Nashua to identify potential sources of amendment materials from municipal operations, nearby municipalities, private businesses, and local industries. The assessment will consider estimated annual and seasonal production rates, material consistency, storage requirements, transportation needs, collection logistics, and planning-level costs for obtaining, transporting, and storing amendment materials.

Task 3 – Conceptual Design of Cake Amendment Facility

Hazen will develop a conceptual design for a cake amendment facility to receive, store, blend, and load amended biosolids cake for landfill disposal or landfill cover use. The conceptual design will be developed to support planning, budgeting, and decision-making and will not constitute final design documents for construction. The facility will be located at the Nashua WWTF.

Task 3.1 – Facility Layout and Process Concept

The conceptual facility layout will include the major functional areas required for biosolids cake amendment, including: amendment receiving and off-loading; amendment storage; cake storage; blending or mixing process area; final product storage; and truck loading. Hazen will consider vehicle access, material handling equipment, staging requirements, and operational workflow for moving amendment materials, biosolids cake, and the finished amended product. The initial evaluation will include review of NDES and EPA regulations for on-site handling, storage and mixing of sludge at the WWTF.

Conceptual design deliverables will include: a process schematic, preliminary site layout, footprint estimates for key process and storage areas, identification of major equipment types, and general planning criteria for loading, unloading, conveying, blending, and product handling. The concept will consider slab-on-grade operation with covered areas,

where appropriate, or an enclosed facility with odor control if needed to manage odor, pathogen vector attraction, dust, and nuisance concerns.

Task 3.2 – Opinion of Probable Cost

Hazen will develop an Association for the Advancement of Cost Engineering Class 5 opinion of probable capital cost for the conceptual cake amendment facility. Hazen will also prepare a planning-level estimate of annual operation and maintenance costs, including labor, power, chemicals or amendment materials, equipment maintenance, material handling, and other major recurring cost categories.

Deliverable: Technical Memo

Hazen will provide Nashua with a draft and final technical memorandum summarizing findings, conclusions, and recommended next steps. The memo will include:

- Data review summary documenting historical biosolids production, cake solids, and disposal practices.
- Summary of landfill acceptance requirements, capacity considerations, and target solids content for landfill cover or disposal use.
- Amendment alternatives evaluation, including estimated amendment quantities and preliminary logistics considerations.
- Conceptual cake amendment facility schematic and site layout.
- Class 5 opinion of probable capital cost and planning-level annual operation and maintenance cost estimate.
- Recommendations for processes, upgrades and initial layouts based on results of the study.

Assumptions

- The City will provide available operating data, disposal records, dewatering performance information, and relevant facility drawings or site information.
- The evaluation will rely on readily available information, published data, vendor information, and discussions with landfill operators and potential amendment suppliers.
- Cost estimates will be planning-level and appropriate for alternatives comparison and budgeting, not for bidding or construction.
- No pilot testing, bench-scale testing, geotechnical investigation, survey, or detailed design is included unless authorized as an additional service.

Exclusions

- Final design drawings, specifications, and bid documents.
- Permitting applications or regulatory submittals beyond general review of applicable requirements.
- Detailed structural, architectural, electrical, instrumentation and controls, HVAC, or odor control design.
- Procurement support, construction phase services, or equipment pre-selection.
- Sampling, laboratory testing, or field investigations not specifically identified in this scope.

Project Team

Project Director – Frank Ayotte, PE

Project Manager – Nick Ellis, PE

Technical Leaders – Paul Knowles, PhD, Robert Sharp, PhD

Schedule

Task 1 – 3 weeks from receipt of data

Task 2 – 5 weeks from receipt of data noted in task 1

Task 3 –

Draft Tech Memo and Concept - 2 months from acceptance of task 1 and 2 findings

Final Tech Memo and Concept - 3 weeks from receipt of comments on draft

SUMMARY OF LABOR AND COSTS - DRAFT
CITY OF NASHUA, NH
Solids Amendment Evaluation

HAZEN AND SAWYER TEAM BUDGET

Task Description	Project Director	Project Manager	VP	AVP	Sr. Associate	Associate	Sr. Principal Engineer	GIS Tech	Engineer	TOTAL HOURS	TOTAL LABOR DOLLARS	TOTAL INDIRECT COSTS	TOTAL LABOR & INDIRECT DOLLARS	OTHER DIRECT COSTS	FIXED FEE	TOTAL DOLLARS
	Rates	\$105.00	\$82.00	\$125.00	\$100.00	\$78.00	\$74.00	\$57.00	\$37.00	\$37.00		OH Rate ¹ : 178.0%			Profit: 10.0%	
0.0 Project Management and Administration	2	48	6	6	6	0	6	0	6	80	\$6,678.00	\$11,886.84	\$18,564.84	\$0.00	\$1,856.48	\$20,421.32
1.0 Landfill Disposal Evaluation	2	4	8	4	16	0	16	0	32	82	\$5,382.00	\$9,579.96	\$14,961.96	\$0.00	\$1,496.20	\$16,458.16
2.0 Ealuation of Approaches to Achieve Required Solids Content	3	5	26	10	12	12	32	0	88	188	\$11,879.00	\$21,144.62	\$33,023.62	\$800.00	\$3,302.36	\$37,125.98
3.0 Conceptual Design of Cake Amendment Facility	6	10	22	8	36	52	0	0	88	222	\$13,884.00	\$24,713.52	\$38,597.52	\$0.00	\$3,859.75	\$42,457.27
Project Totals	13	67	62	28	70	64	54	0	214	572	\$37,823.00	\$67,324.94	\$105,147.94	\$800.00	\$10,514.79	\$116,462.73

SUMMARY OF LABOR AND COSTS - DRAFT
CITY OF NASHUA, NH
Solids Amendment Evaluation

HAZEN AND SAWYER TEAM BUDGET FOR TASK 0

Task Description		Project Director	Project Manager	VP	AVP	Sr. Associate	Associate	Sr. Principal Engineer	GIS Tech	Engineer	TOTAL HOURS	TOTAL LABOR DOLLARS	TOTAL INDIRECT COSTS	TOTAL LABOR & INDIRECT DOLLARS	OTHER DIRECT COSTS	FIXED FEE	TOTAL DOLLARS
Rates		\$105.00	\$82.00	\$125.00	\$125.00	\$78.00	\$74.00	\$57.00	\$37.00	\$37.00		OH	178.0%		Profit	10.0%	
0.0	Project Management and Administration	2	48	6	6	6	0	6	0	6	80	\$6,678.00	\$11,886.84	\$18,564.84	\$0.00	\$1,856.48	\$20,421.32
0.0	Project Management and Administration Total	2	48	6	6	6	0	6	0	6	80	\$6,678.00	\$11,886.84	\$18,564.84	\$0.00	\$1,856.48	\$20,421.32

SUMMARY OF LABOR AND COSTS - DRAFT
CITY OF NASHUA, NH
Solids Amendment Evaluation

HAZEN AND SAWYER TEAM BUDGET FOR TASK 1

Task Description	Project Director	Project Manager	VP	AVP	Sr. Associate	Associate	Sr. Principal Engineer	GIS Tech	Engineer	TOTAL HOURS	TOTAL LABOR DOLLARS	TOTAL INDIRECT COSTS	TOTAL LABOR & INDIRECT DOLLARS	OTHER DIRECT COSTS	FIXED FEE	TOTAL DOLLARS
	Rates	\$105.00	\$82.00	\$125.00	\$125.00	\$78.00	\$74.00	\$57.00	\$37.00	\$37.00		OH	178.0%		Profit	10.0%
1.1 Data Review		2	4	2	8	0	8	0	16	40	\$2,586.00	\$4,603.08	\$7,189.08	\$0.00	\$718.91	\$7,907.99
1.2 Landfill Capacity Acceptance Requirements	2	2	4	2	8	0	8	0	16	42	\$2,796.00	\$4,976.88	\$7,772.88	\$0.00	\$777.29	\$8,550.17
0.0 Project Management and Administration Total	2	4	8	4	16	0	16	0	32	82	\$5,382.00	\$9,579.96	\$14,961.96	\$0.00	\$1,496.20	\$16,458.16

SUMMARY OF LABOR AND COSTS - DRAFT
CITY OF NASHUA, NH
Solids Amendment Evaluation

HAZEN AND SAWYER TEAM BUDGET FOR TASK 2

Task Description	Project Director	Project Manager	VP	AVP	Sr. Associate	Associate	Sr. Principal Engineer	GIS Tech	Engineer	TOTAL HOURS	TOTAL LABOR DOLLARS	TOTAL INDIRECT COSTS	TOTAL LABOR & INDIRECT DOLLARS	OTHER DIRECT COSTS	FIXED FEE	TOTAL DOLLARS
	Rates	\$105.00	\$82.00	\$125.00	\$100.00	\$78.00	\$74.00	\$57.00	\$37.00	\$37.00	OH	178.0%		Profit	10.0%	
2.0 Evaluation of Approaches to Achieve Required Solids Content																
2.1 Existing Dewatering Performance Review	2	4	2	6	0	0	8	0	8	30	\$2,140.00	\$3,809.20	\$5,949.20	\$800.00	\$594.92	\$7,344.12
2.2 Amendment Alternatives Evaluation	1	1	24	4	12	12	24	0	80	158	\$9,739.00	\$17,335.42	\$27,074.42	\$0.00	\$2,707.44	\$29,781.86
2.3 Amendment Availability and Logistics Assessment																
Evaluation of Approaches to Achieve Required Solids Content	3	5	26	10	12	12	32	0	88	188	\$11,879.00	\$21,144.62	\$33,023.62	\$800.00	\$3,302.36	\$37,125.98

SUMMARY OF LABOR AND COSTS - DRAFT
CITY OF NASHUA, NH
Solids Amendment Evaluation

HAZEN AND SAWYER TEAM BUDGET FOR TASK 3

Task	Description	Project Director	Project Manager	VP	AVP	Associate	Sr. Principal Engineer	GIS Tech	Engineer	TOTAL HOURS	TOTAL LABOR DOLLARS	TOTAL INDIRECT COSTS	TOTAL LABOR & INDIRECT DOLLARS	OTHER DIRECT COSTS	FIXED FEE	TOTAL DOLLARS
		Rates	\$105.00	\$82.00	\$125.00	\$100.00	\$74.00	\$57.00	\$37.00			OH 178.0%		Profit	10.0%	
3.0	Conceptual Design of Cake Amendment Facility															
3.1	Facility Layout and Process Concept	2	2	8	4	12	20	0	32	80	\$4,986.00	\$8,875.08	\$13,861.08	\$0.00	\$1,386.11	\$15,247.19
3.2	Opinion of Probable Cost	2	4	6	2	8	16	0	16	54	\$3,584.00	\$6,379.52	\$9,963.52		\$996.35	\$10,959.87
3.3	Tech Memo	2	4	8	2	16	16		40	88	\$5,314.00	\$9,458.92	\$14,772.92	\$0.00	\$1,477.29	\$16,250.21
	Special Sampling Total	6	10	22	8	36	52	0	88	222	\$13,884.00	\$24,713.52	\$38,597.52	\$0.00	\$3,859.75	\$42,457.27



City of Nashua

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

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

August 26, 2026
Memo #27-146

TO: Mayor Donchess
Finance Committee

SUBJECT: Amendment #2 for Icon Architecture's Limited Design Study in the amount not to exceed \$40,000 funded from General Fund/ 53- Professional & Technical Services

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

Item: Professional services to assist with a limited design study for a resource center
Value: \$40,000
Department: 129 City Buildings
Vendor: Icon Architecture
Fund: General Fund/ 53-Professional & Technical Services

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Enwright
T Cummings



THE CITY OF NASHUA

Administrative Services

"The Gate City"

To: James Donchess, Mayor
From: T. Cummings, Director Administrative Services
Cc: B. Bagley, Public Health Director
M. Sullivan, Community Development Director

Date: August 2026

**Re: Communication – Amendment #2 of Icon Architecture’s Limited Design Study –
Seeking Assistance of Limited Design Services for Resource Center Development**

Icon Architecture is in the process of doing a limited design study at the Keefe Auditorium. They are in the area currently doing work and have the requisite knowledge to be able to undertake a design of the conceptual resource center and further assist the City of Nashua in developing consensus on a potential building project by providing limited design services.

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

A copy of the amendment along with the design proposal is included, which outlines the scope and fee. The total figure for this effort is not to exceed \$40,000.

The source of funds is the Building and Grounds budget contracted services.

THANK YOU

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement is entered into as of this ____ day of _____, 2026, by and between **CITY OF NASHUA**, a municipality in the State of New Hampshire (hereinafter referred to as “City”), and Icon Architecture, Inc. (hereinafter referred to as “Consultant”).

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

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

NOW THEREFORE, the parties agree as follows:

1. Pursuant to Section 30. “Modification of Contract and Entire Agreement” the Agreement is hereby amended to add the additional scope, fee, and time line as delineated in the attached Exhibit A to this contract as part of Amendment 2.
2. All other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed, or have caused their properly authorized representatives to duly execute, this Second Amendment to Agreement on the date and year first above written.

City of Nashua

ICON ARCHITECTURE



By: James W. Donchess
Title: Mayor

By: Ned A. Collier
Title: Sr. Principal

Date: _____

Date: August 14, 2026

EXHIBIT A

ICON Architecture is happy to continue our work with the City of Nashua, studying the possibility of a new or renovated Nashua Resource Center.

ICON proposes breaking the Nashua Resource Center study into two phases – public meetings to determine levels and types of services, how many constituents will be served, and architectural space programming. For the second phase, we will provide diagrammatic analysis of one site, showing how a building may be configured with areas, site constraints, potential code and construction issues, and ending with rough order of magnitude pricing

Our proposal includes the following scope and schedule:

PHASE 1	Scope	Fee
Week 1	In-person public meeting, notes, initial programming	6,000
Week 2	In-person public meeting, notes, initial programming	6,000
Week 3	In-person public meeting, notes, initial programming	6,000
Week 4	Final program, Adjacency Diagram, Meeting with City, Consensus Space Program Approval	4,000
Total:		\$22,000

PHASE 2	Scope	Fee
Week 1	City to supply ICON with preferred site; ICON will perform diagrammatic program test fits; identify code, site, and construction issues; and explore transitional housing possibilities – one site	3,200
Week 2	Test fits; code, site, and construction issues; housing possibilities, remote meeting with City	5,300
Week 3	Development of Final Presentation, Meet with City for review and revision	6,500
Week 4	Presentation to the Board of Aldermen (in-person)	3,000
Total:		\$18,000
	Additional Site Studies	\$8,000

Our team anticipates a total of eight weeks to complete both phases. If the City is interested in studying further sites, ICON will require two to three weeks' schedule per site, and a fee of \$8,000.00.

customer onboarding services via an Aquasight onboarding engineer, CSO notification system startup, and ongoing support to ADS for the duration of the annual contract.