

7:00 PM

Aldermanic Chamber

1. ROLL CALL
2. ELECTION OF CLERK
3. PUBLIC COMMENT
4. COMMUNICATIONS

From: Amy Girard, Purchasing Manager

Re: Engineering services for sewer and drainage rehabilitation in the amount not to exceed \$430,000 funded from Bond/53-Professional & Technical Services

From: Amy Girard, Purchasing Manager

Re: Factory Street Sewer Separation Engineering Service Amendment #1 in the amount not to exceed \$110,120 funded from Bond/53-Professional & Technical Services

From: Amy Girard, Purchasing Manager

Re: Factory Street Sewer Separation Structural Engineering Services Amendment #1 in the amount not to exceed \$15,996 funded from Bond/53-Professional & Technical Services

From: Amy Girard, Purchasing Manager

Re: 2024 Castings Change Order #2 in the amount not to exceed \$240,900 funded from Bond/54-Property Services

From: Amy Girard, Purchasing Manager

Re: Undercarriage repairs for John Deere 850L Dozer in the amount not to exceed \$30,621.80 funded from Solid Waste Fund/54-Property Services

From: Amy Girard, Purchasing Manager

Re: Four Hills Landfill Phase IV Stage 1 Construction Change Order #3 in the amount not to exceed \$118,725 funded from Bond/54-Property Services

From: Amy Girard, Purchasing Manager

Re: 2026 Portable Toilet Rentals Change Order 6 in the amount not to exceed \$61,760 funded from General Fund/54-Property Services

From: Amy Girard, Purchasing Manager

Re: Riverfront Project: Renaissance Park Art Mural in the amount not to exceed \$105,000 funded from Riverfront TIF Fund/70 Project Contingency

From: Amy Girard, Purchasing Manager

Re: Authorization of Emergency Purchase Order – Replacement boiler for Station 3

5. NEW BUSINESS – RESOLUTIONS
6. NEW BUSINESS – ORDINANCES
7. TABLED IN COMMITTEE
8. RECORD OF EXPENDITURES
9. GENERAL DISCUSSION

10. PUBLIC COMMENT
11. REMARKS BY THE ALDERMEN
12. ADJOURNMENT



City of Nashua

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

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

December 29, 2025
Memo #26-114

TO: Mayor Donchess
Finance Committee

SUBJECT: Engineering services for sewer and drainage rehabilitation in the amount not to exceed \$430,000 funded from Bond/ 53- Professional & Technical Services

Please see attached communications from Daniel Hudson, City Engineer, dated December 18, 2025 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Professional engineering services to assist the Engineering Department with the planning, surveying, design, bidding and construction administration for the sewer and drainage rehabilitation program

Value: \$430,000

Department: 169 Wastewater

Vendor: IMEG, Inc.

Fund: Bond/ 53-Professional & Technical Services

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Hudson
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: December 18, 2025

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

Re: 2026 Sewer & Drainage Rehabilitation Program – Engineering Services

B. Motion: To approve an engineering services contract with IMEG, Inc. of Nashua, NH in the amount of \$430,000 for professional engineering services for the 2026 Sewer & Drain Rehabilitation Program. Funding will be through Department: 169 Wastewater; Fund: Bond; Activities: CSO Flooding \$322,500 and Sewer Infrastructure Improvements \$107,500.

Discussion: The Engineering Department manages the City's sewer and drain collection system rehabilitation work, including CCTV, pipe lining, pipe and structures replacement, as well as planning, survey, design, permitting, bidding, construction administration, and field inspection during construction. The effort is significant and requires contracted support, and IMEG, Inc. of Nashua, NH has provided similar services to the City for several years.

IMEG has broad experience in sewer and drain work and their current work on the City's paving program makes for seamless coordination of sewer, drain, paving and utility projects.



CONTRACT FOR PROFESSIONAL SERVICES

2026 SEWER & DRAIN REHABILITATION PROGRAM ENGINEERING SERVICES

A CONTRACT BETWEEN

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

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

NAME AND TITLE OF PROFESSIONAL ENGINEER

3 CONGRESS STREET, NASHUA, NH 03062

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; and
Exhibit B—IMEG Proposal dtd December 3, 2025

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:

To provide professional engineering services in support of the City's 2026 Sewer & Drainage Rehabilitation Project as outlined in **Exhibit B**.

3. Period of Performance. Professional Engineer shall perform and complete all work by **December 31, 2026** and shall 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

FOUR HUNDRED THIRTY THOUSAND and 00/100 DOLLARS
(\$430,000)

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:

Daniel Hudson, P.E. – City Engineer
Division of Public Works, Engineering
848 West Hollis Street
Nashua, NH 03062

IMEG REPRESENTATIVE:

John Vancor, P.E. – Client Executive
IMEG Consultants Corporation
3 Congress Street
Nashua, NH 03062

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



IMEG Consultants Corporation (signature)

John C. Vancor, P.E.
(Printed Name and Title)

12/22/2025

Date

EXHIBIT A
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GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

6. **City of Nashua Cooperation** The City of Nashua agrees that its personnel will cooperate with Professional Engineer in the performance of its work under this contract and that such personnel will be available to Professional Engineer for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Professional Engineer with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Professional Engineer also agree to attend all meetings called by the City of Nashua or Professional Engineer to discuss the work under the Contract, and that Professional Engineer may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.
7. **Discovery of Conflicts, Errors, Omissions, Ambiguities, or Discrepancies** Professional Engineer warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Professional Engineer. All future questions Professional Engineer may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Professional Engineer's question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Professional Engineer prior to having received the City of Nashua's resolution shall be at Professional Engineer's risk and expense. At all times, Professional Engineer shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Professional Engineer is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. Termination of Contract

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

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

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

1. Immediately discontinue work on the date and to the extent specified in the notice.

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

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

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

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

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

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

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

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

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

9. **Dispute Resolution** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a Professional Engineer Representative. At all times, Professional Engineer shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, 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 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 "Title 41"Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public Contracts" Section 60 "Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor" which, by this reference, is incorporated in this contract.

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

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

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

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

21. **Public Records Law, Copyrights, and Patents** Professional Engineer expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Engineer (including those remitted to the City of Nashua by Professional Engineer pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

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

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

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

22. **Final Acceptance** Upon completion of all work under the contract, Professional Engineer shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Professional Engineer in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Engineer with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Engineer shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.

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

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

Professional Engineer warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Professional Engineer to any officer or employee of the City of Nashua with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this contract. If City of Nashua

determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

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

EXHIBIT A



December 3, 2025

Mr. Daniel Hudson, P.E.
City Engineer
848 West Hollis Street
Nashua, NH 03062

Re: 2026 Nashua Sewer & Drainage Program
Proposal for Professional Services

Dear Mr. Hudson:

IMEG Consultants Corp (IMEG) is pleased to submit this proposal to provide professional services in our continuing support of the City of Nashua's sewer and drainage infrastructure improvement program. We understand that the services we provide will effectively be performed as an extension of the City Engineering Department.

IMEG will work with City staff in a highly integrated manner. This effort will be similar to services we have provided in support of the City's sewer and drainage infrastructure rehabilitation programs since 2019.

Our work will be performed in support of City staff. Our commitment to flexibility and to consistent and clear communication with the City will be a key to success in this effort, as it has been a key on past projects.

We understand that the services shall be as directed by the City. Services may include, but not be limited to survey, permitting, design, hydrologic analysis, construction plans and bid document preparation, and bid phase support as outlined in Exhibit A – Fee Proposal Spreadsheet. IMEG will provide the City with a separate fee proposal for construction services to support the 2026 Nashua Sewer & Drainage Replacement Project upon award of the construction contract.

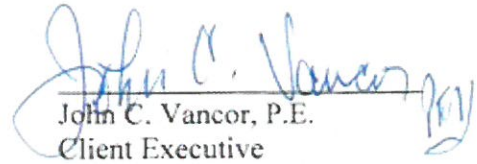
Budget:

IMEG proposed services for design, permitting, hydrologic analysis, construction plans, specifications, bid documents and bid services are presented in the attached spreadsheet (Exhibit A), and are summarized as follows:

As-built Plans (2025 Improvements) & 2026 Winter Construction Services	\$73,500.00
2026 Sewer and Drain Replacement Project:	\$70,900.00
New Searles Road - Drainage Improvement Project:	\$132,000.00
Lund Road - Drainage Improvement Project:	\$80,900.00
Lincoln Park - Headwall Replacement Project:	\$47,000.00
Headwall Replacement - Northeastern Blvd - Murphy Drive:	\$25,700.00
Total Estimated IMEG Services:	\$430,000.00

We understand that the work performed will be as directed and that the tasks and split of work between staff may vary. We will bill only for services performed in accordance with the Fee Schedule in effect at the time that the work is performed.

If you have any questions or comments regarding this proposal, please contact me.


John C. Vancor, P.E.
Client Executive

Enclosures:

Exhibit A - Fee Proposal Spreadsheet





City of Nashua

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

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

December 29, 2025
Memo #26-115

TO: Mayor Donchess
Finance Committee

SUBJECT: Factory Street Sewer Separation Engineering Service Amendment #1 in the amount not to exceed \$110,120 funded from Bond/ 53- Professional & Technical Services

Please see attached communications from Daniel Hudson, City Engineer, dated December 18, 2025 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 bid phase of the Factory Street sewer separation project
Value: \$110,120
Department: 169 Wastewater
Vendor: IMEG, Inc.
Fund: Bond/ 53-Professional & Technical Services

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Hudson
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: December 18, 2025

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

Re: Factory Street Sewer Separation Project – Engineering Services

C. Motion: To approve Amendment No. 1 to the engineering services contract with IMEG, Inc. of Nashua, NH in the amount of \$110,120 for professional engineering services for design and bid phase support for the Factory Street Sewer Separation Project. Funding will be through Department: 169 Wastewater; Fund: Bond; Activity: CSO Flooding.

Discussion: The Engineering Department is proposing to remove stormwater runoff from a 56-acre area of downtown, located west and south of the Walnut Street Oval, from the combined sewer system. Stormwater runoff from the area is currently collected and conveyed to Factory Street in two separate closed drainage systems, where it discharges into the combined sewer system. The proposed project will extend the closed drain system to an existing drainage outfall on the Nashua River, thereby lowering flows in the Nashua River Sewer Interceptor, reducing Combined Sewer Overflows (CSOs), and recovering sewer treatment capacity at the Wastewater Treatment Facility.

The scope of services included in this contract amendment includes but is not limited to survey, design, analysis, permitting, traffic control plan preparation, easement plans, construction plans and bid documents preparation, and bid phase support.

IMEG has broad experience in similar sewer work and their current support on the City's sewer rehab and paving programs makes for seamless coordination of sewer, drain, paving and utility projects.

**AMENDMENT No. 1
TO
CONTRACT FOR PROFESSIONAL SERVICES**

**BETWEEN
CITY OF NASHUA
AND
IMEG CONSULTANTS CORPORATION**

This Amendment No.1 made the ____ day of January, 2026, by and between The City of Nashua, New Hampshire (hereinafter called OWNER), and IMEG Consultants Corporation (hereinafter called ENGINEER).

WHEREAS, an AGREEMENT was entered into on December 16, 2025, between the OWNER and ENGINEER, which AGREEMENT is entitled "*Factory Street Sewer Separation Engineering Services*".

hereinafter referred to as AGREEMENT.

The AGREEMENT shall be further amended to include this Amendment, a copy of which is attached as **EXHIBIT A**.

<u>CHANGE IN CONTRACT PRICE:</u>	<u>CHANGE IN CONTRACT TIMES:</u>
Original Contract Price \$24,500	Original Contract Times Contract completion date: January 31, 2026
Net changes from previous Amendments \$0	Net change from previous Amendments 0 Days
Contract Price prior to this Amendment \$24,500	Contract Times prior to this Amendment Contract completion date: January 31, 2026
Net Increase (decrease) of this Amendment \$110,120	Net Increase (decrease) of this Amendment 121 days
Contract Price with all approved Change Orders \$134,620	Contract Times with all approved Change Orders Contract completion date: June 1, 2026

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

CITY OF NASHUA, NH (signature)

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

Date



IMEG CONSULTANTS CORP (signature)

John C. Vancor, Client Executive
(Printed Name and Title)

12/22/2025
Date



December 8, 2025

Mr. Daniel Hudson, P.E.
City Engineer
848 West Hollis Street
Nashua, NH 03062

Re: Factory Street Sewer Separation Project
Proposal for Professional Services – Design & Bid Phase

Dear Mr. Hudson:

IMEG Consultants Corp (IMEG) is pleased to submit this proposal for continued professional services in our continuing support of the City of Nashua's Factory Street Sewer Separation Project. We understand that the services we provide will effectively be performed as an extension of the City Engineering Department.

IMEG will work with City staff in a highly integrated manner to support the Factory Street Sewer Separation Project through the construction bid phase. This effort will be similar to services we have provided in support of the City's sewer and drainage infrastructure rehabilitation programs since 2019.

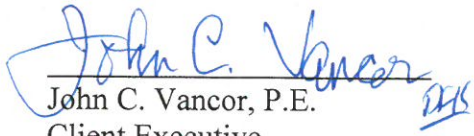
Our work will be performed in support of City staff. Our commitment to flexibility and to consistent and clear communication with the City will be a key to success in this effort, as it has been a key on past projects.

We understand that our services in support of the Factory Street Sewer Separation Project shall be as directed by the City. Services may include, but not be limited to permitting, design, analysis, traffic control & detour plans, easement plan preparation, construction plans and bid document preparation, and bid phase support. IMEG will provide the City with a separate fee proposal for services and support during construction upon award of the construction contract.

IMEG proposed services to continue to support the project through the bid phase is estimated to be \$110,120. The attached spreadsheet labeled Exhibit A includes a detailed breakdown of the estimated cost for our services.

We understand that the work performed will be as directed and that the tasks and split of work between IMEG, City staff and other consultants may vary. We will bill only for services performed in accordance with the Fee Schedule in effect at the time that the work is performed.

If you have any questions or comments regarding this proposal, please contact me.


John C. Vancor, P.E.
Client Executive

Enclosure: Exhibit A – Fee Proposal Spreadsheet (Design & Bid Phase)



Exhibit A - Fee Proposal Spreadsheet (Design & Bid Phase) 12/8/2025

IMEG Consultants Corp

Professional Engineering & Surveying Services

Factory Street Sewer Separation Project

Professional Services: Design & Bid Phase

Factory Street Sewer Separation 48-Inch RCP - Oval to Nashua River NHDES Coordination, misc survey, traffic control & detour plans, construction plans & specifications, bid documents, and bid assistance. Estimated Construction Cost: \$3,000,000	Client Executive	Principal Engineer	Senior Technician	Project Engineer, EIT	CAD Technician	Misc Survey Support (Allowance)
IMEG Rate:	\$245.00	\$240.00	\$145.00	\$120.00	\$155.00	
Design, Plans & Specifications	16	100	100	76	100	
Traffic Control & Detour Plans	4	2	12	16	8	
Utility Coordination		16	16			
Clocktower Easement Plan					8	\$ 1,500.00
Meeting with NHDES (Assume Permitting Not Required)	4	4				
Misc Survey Support (Allowance)						\$ 2,500.00
Meetings, Review & Coordination	16	24	24	8		
Bid Assistance		16	8	8		
Total Hours:	40	162	160	108	116	
Cost:	\$ 9,800	\$ 38,880	\$ 23,200	\$ 12,960	\$ 17,980	\$ 4,000
Subtotal:						\$ 106,820.00
Reimbursable Expenses:						\$ 3,300.00
Estimated IMEG Fee:						\$ 110,120.00

Items not included:

1. Retaining Wall design, plans & specifications by others.
2. Soil borings by others.



City of Nashua

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

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

December 29, 2025
Memo #26-116

TO: Mayor Donchess
Finance Committee

SUBJECT: Factory Street Sewer Separation Structural Engineering Services Amendment #1 in the amount not to exceed \$15,996 funded from Bond/ 53- Professional & Technical Services

Please see attached communications from Daniel Hudson, City Engineer, dated December 18, 2025 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Professional structural engineering services for the design and bid phase of the Factory Street sewer separation project
Value: \$15,996
To Date: \$24,182
Department: 169 Wastewater
Vendor: Hoyle Tanner & Associates, Inc.
Fund: Bond/ 53- Professional & Technical Services

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Hudson
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: December 18, 2025

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

Re: Factory Street Sewer Separation Project – Structural Engineering Services

D. Motion: To approve Amendment No. 1 to the engineering services contract with Hoyle. Tanner & Associates, Inc. (HTA) of Manchester NH in the amount of \$15,996 for structural engineering services for design and bid phase support for the Factory Street Sewer Separation Project. Funding will be through Department: 169 Wastewater; Fund: Bond; Activity: CSO Flooding.

Discussion: The Engineering Department is proposing to remove stormwater runoff from a 56-acre area of downtown, located west and south of the Walnut Street Oval, from the combined sewer system. Stormwater runoff from the area is currently collected and conveyed to Factory Street in two separate closed drainage systems, where it discharges into the combined sewer system. The proposed project will extend the closed drain system to an existing drainage outfall on the Nashua River, thereby lowering flows in the Nashua River Sewer Interceptor, reducing Combined Sewer Overflows (CSOs), and recovering sewer treatment capacity at the Wastewater Treatment Facility.

The scope of services of this contract includes but is not limited to retaining wall and coffer dam design, soils analysis, and construction plans and bid document preparation for structural engineering elements of the project.

HTA has broad experience in similar work, and their current work on the Water Street Bridge Rehabilitation, which abuts the proposed separated drainage system expansion makes for seamless coordination between projects.



Trusted Experts | Innovative Results

December 8, 2025

Daniel Hudson, PE
City Engineer
Division of Public Works
848 W Hollis Street
Nashua, NH 03062

RE: Contract Amendment No. 1
Factory Street Sewer Separation Project

Dear Dan:

Based upon our recent discussion we understand that we need to add to our original scope of the above project the analysis and design details for the stone wall between the Water Street Bridge and Clocktower Building.

Enclosed you will find our standard Contract Amendment Form which summarizes the additional professional engineering services. Please sign and date this form where indicated and return it to us. You should make a copy of the signed form for your records.

We look forward to the opportunity to provide additional professional engineering services to you on this project. Please do not hesitate to call us if you have any questions or comments on this amendment.

Very truly yours,
HOYLE, TANNER & ASSOCIATES, INC.


Josif Bida, PE
Project Manager

Enclosures



150 Dow Street, Manchester, NH 03101

CONTRACT AMENDMENT FORM

HOYLE TANNER PROJECT NO. 21.902606.19
PROJECT: Factory Street Sewer Separation Project
CLIENT: City of Nashua, NH

AMENDMENT NO. 1
DATE: December 8, 2025

CHANGE IN CONTRACT SCOPE

Hoyle Tanner will amend its scope of services for the above described project as detailed in Attachment A:

CHANGE IN SCOPE OF SERVICES

FEE ADJUSTMENT

1. AMENDMENT NO.1 \$15,996.00

TOTAL FEE ADJUSTMENT, THIS AMENDMENT	\$15,996.00
ORIGINAL DESIGN PHASE CONTRACT FEE AMOUNT	\$24,182.00
ORIGINAL DESIGN PHASE PREVIOUS FEE AMENDMENTS	\$0
NEW TOTAL ORIGINAL DESIGN PHASE CONTRACT FEE AMOUNT	\$40,178.00
CONTRACT SUMMARY TOTAL	40,178.00

CHANGE IN CONTRACT TIME

Original or latest contract completion date: February 27, 2026
New contract completion date: February 27, 2026

AUTHORIZATION

Original Design Phase contract is hereby amended as indicated on this form.

- ☐ Verbal authorization given on _____ by _____. No signature authorization required by the client.
☒ Client to authorize amendment by signing form below.

For CITY OF NASHUA, NH

For HOYLE, TANNER & ASSOCIATES, INC.

Please amend the contract and proceed with the project as indicated above.

(Signature)

(Signature)

(Printed Name and Title)

Josif Bicia, PE, Vice President
(Printed Name and Title)

(Date)

December 8, 2025

(Date)

Amendment No.1

Consultant shall:

- A1-1. Layout removal and reconstruction limits of the stone wall between the Water Street Bridge and Clocktower Building.
- A1-2. Determine soil bearing pressure, design the stone wall width, front and back batter for earth pressure and live load surcharge.
- A1-3. Provide construction plans and specifications to remove and reconstruct the existing stone wall to allow construction of the sewer separation 48" RCP.

Assumptions

Consultant assumes:

- A-1. Stone wall will be designed for AASHTO Standard Specifications for Highway Bridges, 17th Edition earth pressure and live load surcharge using the Allowable Stress Design Method.
- A-2. The following plans will be provided for bidding purposes:
 - a. Site Plan
 - b. Stone Wall Elevation, Section and Details Sheet

These sheets will be included in the IMEG plan set for contractor bidding purposes.

- A-3. The Client will be provided with electronic copies of bid plan.

P:\Nashua-NH\0-BD\Factory St Sewer Separation\Amendment No.1\LH-BILL Factory Street.xlsx\Hours Pg 1

Calc. By: JB
Check By:

REIMBURSABLE EXPENSES:			
TRAVEL- MILEAGE, ETC.	\$0		
POSTAGE & COMMUNICATION	\$0		
PRINTING	\$0		
LODGING AND MEALS	\$0		
CONSUMABLES	\$0		
TESTING EQUIPMENT RENTAL	\$0		
Other	<u>\$0</u>		
SUBTOTAL:	\$0		
SUBCONSULTANTS:			
(SUBCONSULTANT)	\$0		
(SUBCONSULTANT)	\$0		
(SUBCONSULTANT)	\$0		
(SUBCONSULTANT)	\$0		
(SUBCONSULTANT)	<u>\$0</u>		
SUBTOTAL:	\$0		
		TOTAL BILLING RATE COSTS	\$15,996
		SUBCONSULTANTS:	
		includes admin. Fee of	0% \$0
		SUBTOTAL BILLING RATE COSTS, SUBCONSULTANTS:	<u>\$15,996</u>
		REIMBURSABLE EXPENSES:	
		includes admin. fee of	0% <u>\$0</u>
		TOTAL:	<u>\$15,996</u>



City of Nashua

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

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

December 29, 2025
Memo #26-117

TO: Mayor Donchess
Finance Committee

SUBJECT: 2024 Castings Change Order #2 in the amount not to exceed \$240,900 funded from
Bond/ 54- Property Services

Please see attached communications from Daniel Hudson, City Engineer, dated December 18, 2025 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Purchase of replacement manhole and catch basin castings
Value: \$240,900
Department: 169 Wastewater
Vendor: EJ Prescott, Inc.
Fund: Bond/54- Property Services

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: D Hudson
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: December 18, 2025

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

Re: 2024 Castings Change Order No. 2

E. Motion: To approve Change Order 2 for the purchase of castings from EJ Prescott, Inc. of Concord, NH in the amount of \$240,900. Funding will be through: 169 Wastewater; Fund: Bond; Activity: Sewer Structures.

Discussion: As a part of the annual paving program, associated work includes replacing all broken and non-standard manhole and catch basin castings. To minimize material costs, the City purchases the castings in bulk and supplies them to paving contractors for installation.

EJ Prescott, Inc was selected via bidding in 2024 and has successfully supplied the City with castings in 2024 (original contract) and 2025 (Change Order No. 1). They have agreed to extend their contract and supply additional castings in 2026 with incremental pricing adjustments within purchasing policy guidelines.

City of Nashua, New Hampshire
Division of Public Works
FY2024 Castings - Change Order #2

<u>Item No.</u>	<u>Quantity</u>	<u>Units</u>	<u>DESCRIPTION</u>	<u>Unit Price</u>	<u>Total Price</u>
1	400	EA	NHDOT Type "B" Catch Basin Grates with Raised Letters " Dump No Waste, Drains to Waterways"	\$ 114.00	\$ 45,600.00
2	100	EA	NHDOT Type "B" 4 Flange Catch Basin Frames with 4" Rise	\$ 202.00	\$ 20,200.00
3	100	EA	NHDOT Type "B" 3 Flange Catch Basin Frames with 4" Rise	\$ 178.00	\$ 17,800.00
4	100	EA	NHDOT Type "B" 4 Flange Catch Basin Frames with 8" Rise	\$ 204.00	\$ 20,400.00
5	100	EA	NHDOT Type "B" 3 Flange Catch Basin Frames with 8" Rise	\$ 193.00	\$ 19,300.00
6	0	EA	NHDOT Type "G" Catch Basin Frames and Grate - Clear Opening 36"	\$ 1,039.00	\$ -
7	150	EA	NHDOT Manhole Covers with Raised Letters "DRAIN".	\$ 227.00	\$ 34,050.00
8	150	EA	NHDOT Manhole Covers with Raised Letters "SEWER".	\$ 227.00	\$ 34,050.00
9	300	EA	NHDOT Manhole Frames with 6" Rise	\$ 165.00	\$ 49,500.00
Total of Bid Items (Figures)				\$	240,900.00

All units shall be US products.

All units shall be Heavy Duty.

Prices are to be quoted FOB delivered to the City of Nashua laydown yard at 9 Stadium Drive, Nashua, NH 03062, starting July 1, 2026.

During the term of the contract, the City may purchase other items in relation to Grates and Frames from the successful Contractor's Balance of Product Line, which are not already incorporated into another City contract. All items ordered will include all shipping/charges.

Shop Drawings and Certificates of Compliance will be required.

Supplier: EJ Prescott, Inc.

Authorized Signature: *Kyle Rousseau*

Date: 12/18/2025

Address: 210 Sheep Davis, Rd, Concord, NH 03301

Phone: 603-224-9545

Email Address: Kyle.rousseau@ejprescott.com



City of Nashua

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

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

December 29, 2025
Memo #26-118

TO: Mayor Donchess
Finance Committee

SUBJECT: Undercarriage repairs for John Deere 850L Dozer in the amount not to exceed
\$30,621.80 funded from Solid Waste Fund/ 54- Property Services

Please see attached communications from Michael Rush, Fleet Superintendent, dated December 18, 2025 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Repairs to the undercarriage for a bulldozer operated by the landfill
Value: \$30,621.80
Department: 168 Solid Waste
Vendor: Milton CAT
Fund: Solid Waste Fund/54- Property Services

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

Regards,

Amy Girard
Purchasing Manager

Cc: M Rush
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: December 18, 2025

From: Michael Rush, Superintendent
Fleet Department

Re: Purchase of undercarriage repairs for landfill Dozer.

A. Motion: To approve the undercarriage repairs for the Solid Waste Landfill John Deere 850L Dozer through Milton CAT in the amount of \$30,621.80. Funding will be through Department:168 Solid Waste; Fund: Solid Waste; Account Classification: 54 Property Services

Attachments: Quote from Milton Cat

Discussion: The Solid Waste Department operates two bulldozers in the landfill six days a week. These machines are essential to overall landfill operations and to maintaining compliance with all landfill permits. The bulldozers provide timely cover material and support the compaction and proper spreading of refuse. The John Deere 850L dozer unit# 23-072 works in a highly abrasive environment and periodically requires undercarriage maintenance. Over time, the undercarriage components wear out and must be replaced using specialized tooling and equipment.

Milton Cat is a specialized heavy equipment dealer and repair facility. They have the appropriate tools and facilities to perform this work efficiently and can return the equipment to us within approximately one to two weeks.

The Fleet Superintendent and Solid Waste superintendent Support this repair from Milton Cat.

Milton

QUOTATION

QUOTATION
QUOTATION DATE
VALID UNTIL

SQ00329214-1
12/09/2025
01/08/2026

BILL TO

City of Nashua Landfill
PO Box 2019
Nashua, NH 03061
USA

SHIP TO

Milton Cat Warehouse - Londonderry
30 Industrial Dr
Londonderry, NH 03053
USA

INVOICE ACCOUNT		ORDER ACCOUNT		CUSTOMER REFERENCE		CUSTOMER PO #		STORE		PAGE
4783350		4783350		JOHN DEERE 850L				Londonderry - Parts		1 of 1
SALESMAN		SHIP VIA		CARRIER ACCOUNT		TERMS		DIVISION		WAREHOUSE
Johnson, Frank		P/U TODAY				Charge - Net10 Prox				14
MAKE	MODEL	SERIAL NUMBER		CUSTOMER EQUIPMENT NUMBER		MILTON CAT EQID		SMU		
QTY	ITEM	DESCRIPTION			RETURNS	UNIT PRICE	DISCOUNT	EXTENDED PRICE		
2	CR5534-45-2-010	TRACK CHAIN			No	3,652.00		7,304.00		
88	1Q4728-2-010	TRACK SHOE			No	110.84		9,753.92		
2	1Q4729-2-010	TRACK SHOE			No	110.84		221.68		
352	6V1792-2-010	TRACK SHOE BOLT			No	1.22		429.44		
352	1S1860-2-010	TRACK SHOE NUT			No	0.49		172.48		
2	ASM3-2-010	LABOR TO ASSEMBLE			No	225.00		450.00		
4	CR4800-2-010	CARRIER ROLLER			No	222.00		888.00		
8	8T0281	Bolt			Yes	4.09		32.72		
16	0164331645-2-010	WASHER			No	0.46		7.36		
8	8t1757-2-010	NUT			No	0.44		3.52		
10	UF189C6T-2-010	BOTTOM ROLLER S/F			No	400.00		4,000.00		
6	UG189C6T-2-010	BOTTOM ROLLER D/F			No	446.00		2,676.00		
64	6V5845-2-010	BOLT			No	1.97		126.08		
64	8T3282-2-010	WASHER			No	0.40		25.60		
2	T344461-2-010	SEGMENT GROUP			No	450.00		900.00		
50	T354544-2-010	BOLT			No	2.82		141.00		
50	T354546-2-010	NUT			No	1.40		70.00		
2	ID2687-2-010	IDLER			No	1,685.00		3,370.00		
0	PA-FREIGHT-IN	FREIGHT IN			No	50.00		50.00		

Quote
Amount

30,621.80

Milton CAT is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.



City of Nashua

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

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

December 29, 2025
Memo #26-119

TO: Mayor Donchess
Finance Committee

SUBJECT: Four Hills Landfill Phase IV Stage 1 Construction Change Order #3 in the amount not to exceed \$118,725 funded from Bond/ 54- Property Services

Please see attached communications from Jeff Lafleur, Superintendent of Solid Waste, dated December 18, 2025 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Change Order for additional quantities of geosynthetic clay liner, primary and secondary liner geomembrane and geocomposites
Value: \$118,725
Department: 168 Solid Waste
Vendor: Charter Contracting Company
Fund: Bond/ 54-Property Services

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

Division of Public Works: 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: December 18, 2025

From: Jeff Lafleur, Superintendent
Solid Waste Department

Re: Change Order #3 Phase IV, Stage 1 Landfill Construction

A. Motion: To approve Change Order #3 in the amount of \$118,725 to the contract with Charter Contracting Company of Boston, MA for the Phase IV, Stage 1 Landfill Construction. Funding will be through Department 168 Solid Waste; Fund: Bond; Activity: Landfill Construction Phase 4.

Attachment: Charter Contracting, Change Order Request #3, dated December 4, 2025.

Discussion: The motion is to approve a change order for additional costs associated with several bid items for landfill liner materials that will exceed the contract amounts for the Phase IV, Stage I landfill construction. These materials include geosynthetic clay liner (GCL), primary and secondary liner geomembrane and geocomposites. The overages were due to the need to comply with recent NHDES rule changes and are partially a function of field conditions encountered during construction that differed slightly from design/bid conditions.

The contract overage for the GCL is justified since it is needed to comply with a recent NHDES rule change implemented after the contract with Charter was executed. The liner geomembrane and geocomposite overages are justified due to as-encountered field conditions during construction. Also, the additional geomembrane and geocomposite installed will reduce the amount of these materials needed for Phase IV, Stage II as the materials now extend farther upslope on the closed landfill.

CHANGE ORDER

No. 3

PROJECT: PHASE IV, STAGE I LANDFILL EXPANSION

EXECUTED CONTRACT DATE: October 24, 2024

DATE OF ISSUANCE: _____ EFFECTIVE DATE: Upon City Approval

OWNER: City of Nashua, NH

OWNER's Purchase Order NO.: 191405

CONTRACTOR: CHARTER CONTRACTING COMPANY

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

Description:

Several bid items for landfill liner materials will exceed the contract amounts for the Phase IV, Stage I landfill construction, including geosynthetic clay liner, primary and secondary liner geomembrane and geocomposites. The overages are due to the need to comply with recent NHDES rule changes and are partially a function of field conditions encountered during construction that differed slightly from design/bid conditions.

The Change Order also includes credits on three bid items for underruns on the contract quantities. These items include: Bid Item 2e Decommission Groundwater Monitoring Wells, Bid Item 11a 6-inch Diameter Solid and Perforated HDPE Pipe, and Bid Item A6 Soil Excavation and Fill

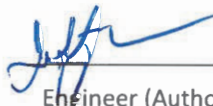
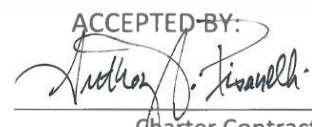
Justification:

The contract overage for the GCL liner is justified since the it is needed to comply with a recent NHDES rule change implemented after the contract with Charter was executed. The geomembrane and geocomposite overages are justified due to as-constructed field conditions. Also, the additional geomembrane and geocomposite installed will reduce the amount of these materials needed for Phase IV, Stage II as the materials now extend farther upslope on the closed landfill.

Attachments: Charter Contracting Change Order Request dated December 4, 2025.

CHANGE ORDER Summary

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>6,788,865.00</u>	Original Contract Times: Substantial Completion: <u>November 11, 2025</u> Ready for Final Payment: <u>December 1, 2025</u>
Net Changes from previously approved Change Orders \$ <u>928,892.38</u>	Net Changes from previously approved Change Orders Substantial Completion: <u>109 days</u> Ready for Final Payment: <u>150 days</u>
Contract Price prior to this Change Order: \$ <u>7,717,757.38</u>	Contract Times prior to this Change Order: Substantial Completion: <u>February 28, 2026</u> Ready for Final Payment: <u>April 30, 2026</u>
Increase (Decrease) of this Change Order: \$ <u>118,725.00</u>	Increase (Decrease) of this Change Order: Substantial Completion: <u>n/a</u> Ready for Final Payment: <u>n/a</u>
Contract Price with all approved Change Orders: \$ <u>7,836,482.38</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>February 28, 2026</u> Ready for Final Payment: <u>April 30, 2026</u>

RECOMMENDED BY: By: <u></u> Engineer (Authorized Signature) Name: <u>Jeff Lafleur</u> Title: <u>Superintendent Solid Waste</u> Date: <u>12/8/25</u>	ACCEPTED BY: By: _____ Owner (Authorized Signature) Name: <u>James W. Donchess</u> Title: <u>Mayor</u> Date: _____	ACCEPTED BY: By: <u></u> Charter Contracting (Authorized Signature) Name: <u>Anthony J. Pisanelli</u> Title: <u>Senior Vice President</u> Date: <u>12/8/2025</u>
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Change Order Request Form

Date: 12/4/2025

Client: City of Nashua, NH

Change Order Request #: 3

Engineer: Sanborn Head & Associates

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

Description of Change:

The quantity of different cap items have exceeded the current contract amount. The following quantities are anticipated to exceed the current contract amount:

- Bid Item 7e Secondary 60-mil thick, textured HDPE Geomembrane
- Bid Item 7f Secondary Geocomposite
- Bid Item 7h Geosynthetic Clay Liner
- Bid Item 7i Primary 60-mil thick, textured HDPE Geomembrane
- Bid Item 7j Primary Geocomposite

The quantity of geosynthetic clay liner (GCL) will exceed the contract amount due to a NHDES requirement to place GCL to the top of the slope or a distance equal to 10 vertical feet from the toe of slope. The existing drainage sand under the closed landfill was at a lower elevation than shown on the plans meaning that the GCL had to be placed in a larger area to ensure it extended 10 vertical feet from the toe of slope.

Charter anticipates that this additional quantity of material will be able to be installed within the current schedule timeframe and therefore is not requesting a schedule extension or compensation for any added schedule duration.

Other line items are anticipated to underrun the contract quantity. These include the following:

- Bid Item 2e Decommission Groundwater Monitoring Wells
- Bid Item 11a 6-inch Diameter Solid and Perforated HDPE Pipe
- Bid Item A6 Soil Excavation and Fill

Rate/Pricing:

Charter is proposing to utilize the contract unit rates for each of the quantities that are anticipated to overrun.

Table 1 on the following page details the total anticipated additional costs. The table includes the anticipated underruns which can offset some of the additional costs.

**TABLE 1: ANTICIPATED ADDITIONAL COSTS**

Bid Item No.	Description	Original Quantity	Unit Price	Original Total Price	Revised Quantity	Revised Total Price	Overrun (+) / Underrun (-)
2e	Decommission Groundwater Wells	300 LF	\$28.00	\$8,400	261 LF	\$7,308	-(\$1,092.00)
7e	Secondary Geomembrane	36,400 SY	\$9.00	\$327,600	38,870 SY	\$349,830	\$22,230.00
7f	Secondary Geocomposite	36,400 SY	\$15.00	\$546,000	38,870 SY	\$583,050	\$37,050.00
7h	Geosynthetic Clay Liner	20,100 SY	\$14.00	\$281,400	24,957 SY	\$349,398	\$67,998.00
7i	Primary Geomembrane	36,400 SY	\$8.00	\$291,200	38,709 SY	\$309,672	\$18,472.00
7j	Primary Geocomposite	36,400 SY	\$15.00	\$546,000	38,709 SY	\$580,635	\$34,635.00
11a	6-inch Diameter and Solid HDPE Pipe	2,700 LF	\$28.00	\$75,600	1,394 LF	\$39,032	-(\$36,568.00)
A6	Soil Excavation and Fill	6,000 CY	\$4.00	\$24,000	0 CY	\$0.00	-(\$24,000.00)
TOTAL							\$118,725.00

Charter Contracting Company:

Signature

Date: 12/4/2025



City of Nashua

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

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

December 29, 2025
Memo #26-120

TO: Mayor Donchess
Finance Committee

SUBJECT: 2026 Portable Toilet Rentals Change Order 6 in the amount not to exceed \$61,760
funded from General Fund/ 54- Property Services

Please see attached communications from Bryan Conant, Superintendent of Parks & Recreation, dated December 18, 2025 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: One year extension for portable toilets at parks and playgrounds throughout the City
Value: \$61,760
Department: 177 Parks
Vendor: United Site Services
Fund: General Fund/ 54-Property Services

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: B Conant
C O'Connor
T Cummings

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: December 18, 2025

From: Bryan Conant, Superintendent
Parks Department

Re: Change Order #6 to the Portable Toilet Rental Agreement.

B. Motion: To approve Change Order #6 to the Portable Toilet Rental Agreement with United Site Services of Westborough, MA in the amount of \$61,760. Funding is through Department: 177 Parks; Fund: General and Trusts; Account Classification: 54 Property Services.

Discussion: This contract was executed in October 2023 as a two-year agreement running from January 1, 2024 through December 31, 2025, with the option to extend for two additional one-year terms. The City currently provides seasonal portable restroom service at parks and playgrounds throughout the city, with a total of 35 units deployed. All units are serviced three times per week, and the vendor is responsible for furnishing and maintaining all required supplies. Most units remain in place from mid-April through early November, while three units are maintained year-round.

Change Order #6 exercises the first one-year extension option available under the original contract. In accordance with the contract's 2026 pricing schedule, the monthly rate for a standard unit will be \$197 per unit, and the rate for an ADA unit will be \$249 per unit.

CHANGE ORDER

No. 6

PROJECT: IFB0945-031023 PORTABLE TOILET RENTALS 2024-2025

EXECUTED CONTRACT DATE: October 16, 2023

DATE OF ISSUANCE: Upon City Execution EFFECTIVE DATE: Upon City Execution

OWNER: City of Nashua, NH

OWNER's Purchase Order NO.: 197300

CONTRACTOR: United Site Services Northeast

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

Description:

This Change Order exercises the one-year extension option included in the original contract. In accordance with the contract's 2026 pricing schedule, the monthly rate for a standard unit will be \$197 per unit, and the rate for an ADA unit will be \$249 per unit.

Attachments:

Location update and cost summary spreadsheet through December 2026.

CHANGE ORDER SUMMARY

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
<u>Original Contract Price:</u>	<u>Original Contract Times:</u>
\$ 58,796/year for 2024 and 2025	January 1, 2024 through December 31, 2025
<u>Net Changes from previously approved Change Orders</u>	<u>Net Changes from previously approved Change Orders</u>
\$ 2,320	n/a
<u>Contract Price prior to this Change Order:</u>	<u>Contract Times prior to this Change Order:</u>
\$ 61,116/year through December 2025	January 1, 2024 through December 31, 2025
<u>Contract Price for 2026:</u>	<u>Contract Times for 2026:</u>
\$ 61,760	January 1, 2026 through December 31, 2026

RECOMMENDED BY:

By:


City Representative
(Authorized Signature)

Bryan Conant

Title: Superintendent Parks

Date: 12/15/2025

ACCEPTED BY:

By:


United

Untied Site Services Northeast
(Authorized Signature)

Angela Fleming
Government Contracts Lead

Title:

Date: 19 Dec 25

ACCEPTED BY:

By:

Owner (Authorized Signature)

James W. Donchess

Title: Mayor

Date:

CHANGE ORDER #5

IFB0945-031023								
PORTABLE TOILET LOCATIONS January 1, 2026 - December 31, 2026								
United Description	Our Location	Street Name	Time Frame	Months	Standard		ADA	
Mine Falls Whipple	Mine Falls Whipple	Whipple Street	Spring to Fall	8	1	\$1,576		
Mine Falls Spine Road	Pine Street Extension	Pine Street Extension	Spring to Fall	8	1	\$1,576		
Mine Falls Coliseum	Mine Falls Coliseum / Lincoln	Colosium Avenue	Spring to Fall	8	1	\$1,576		
Mine Falls Soccer 1	Next to soccer fields	Spine Rd	Spring to Fall	8	1	\$1,576		
Mine Falls Soccer 2	Next to soccer fields	Spine Rd	Spring to Fall	8	1	\$1,576		
Mine Falls Soccer 3	Next to soccer fields	Spine Rd	Spring to Fall	8	1	\$1,576		
Mine Falls Soccer 4	Next to soccer fields	Spine Rd	Spring to Fall	8	1	\$1,576		
David Deane Skate Board Park	DDSBP / Gatehouse MF	Stadium Drive	Spring to Fall	8	1	\$1,576		
Artillery Lane Bambino Field	Artillery Minors	Artillery Lane	Spring to Fall	8	1	\$1,576		
Artillery LaneDXR	North Common	Artillery Lane	Spring to Fall	8	1	\$1,576		
Atherton	Atherton	Atherton Ave	Spring to Fall	8	1	\$1,576		
Charlotte Ave Soccer	Charlotte Ave	Charlotte Ave	Spring to Fall	8	1	\$1,576		
Elks Playground	Rancourt	Rancourt Street	Spring to Fall	8	1	\$1,576		
Erion Field	Erion	Robinson Road	Spring to Fall	8	1	\$1,576		
Fields Grove	Fields Grove	Fields Street	Spring to Fall	8	1	\$1,576		
Greeley Park	Greeley 1 & 3	Concord Street	Spring to Fall	8	2	\$3,152		
Gardner Field @ Roussel Park	Haines T Ball	Haines Street	Spring to Fall	8	1	\$1,576		
Gilson Road Rail Trail	Gilson Road Rail Trail	Gilson Road	Spring to Fall	8		\$0	1	\$1,992
Holman Stadium	Holman Stadium	67 Amherst Street	Year Round	12	1	\$2,364		
Mark Rowland Field	Jewell Lane	Jewell Lane	Spring to Fall	8	1	\$1,576		
Kirkpatrick Park	Lower Shady	Shady Lane	Spring to Fall	8	1	\$1,576		
Labine Field	Labine Softball	Cleveland Street	Spring to Fall	8	1	\$1,576		
Legacy Park	Legacy Park	Cleveland Street	Spring to Fall	8	1	\$1,576	1	\$1,992
Lincoln Park Greenlay St	Lincoln Park Greenlay St	Greenlay Street	Spring to Fall	8		\$0	1	\$1,992
Ledge St Big Field	Ledge St Babe Ruth	Ledge Street	Spring to Fall	8	1	\$1,576		
Lyons Field Marshall Street	Lyons Field Marshall Street	Marshall Street	Spring to Fall	8	1	\$1,576		
Main D Soccer Fields	Main D Field 1 & 2	Main Dunstable Road	Spring to Fall	8	1	\$1,576		
Main D Soccer Fields	Main D Field 4 & 5	Main Dunstable Road	Spring to Fall	8	1	\$1,576		
Pennichuck Junior High	Upper Footbll Elks	Manchester Street	Fall Only	4	1	\$788		
Roby Park Spit Brook	Roby Park Spit Brook	Spit Brook Road	Year Round	12		\$0	1	\$2,988
Roussel Field Haines St	Roussel Field Haines St	Haines Street	Spring to Fall	8	1	\$1,576		
Sandy Pond	Sandy Pond	Sacred Heart Drive	Spring to Fall	8	1	\$1,576		
Sargent Ave Tennis Courts	Sargent Ave Tennis Courts	Sargents Avenue	Spring to Fall	8	1	\$1,576		
Yudicky Farm	Yudicky Farm	Main Dunstable Road	Spring to Fall	8	1	\$1,576		
Behind Library	Behind Library	Behind Library	Year Round	12	1	\$2,364		
TOTALS:						\$52,796		\$8,964

2026 CONTRACT TOTAL: \$61,760



City of Nashua

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

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

December 29, 2025
Memo #26-121

TO: Mayor Donchess
Finance Committee

SUBJECT: Riverfront Project: Renaissance Park Art Mural in the amount not to exceed \$105,000
funded from Riverfront TIF Fund/ 70 Project Contingency

Please see attached communications from Liz Hannum, Economic Development Director, dated December 22, 2025 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Painting of a mural along Water Street in Renaissance Park
Value: \$105,000
Department: 183 Economic Development
Vendor: J. Graham Studios LLC
Fund: Riverfront TIF Fund/ 70 Project Contingency

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 call for artists, RFQ5002-071125, was issued, and 21 submissions were received.

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

Regards,

Amy Girard
Purchasing Manager

Cc: L Hannum
D Enwright
T Cummings

Jim Donchess

Mayor • City of Nashua

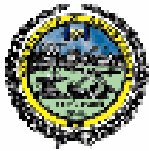
To: Board of Aldermen
From: Mayor Jim Donchess
Date: December 29, 2025
Re: Tax Increment Finance Development Program – Renaissance Park Art Mural

The Tax Increment Financing Development Program and Financing Plan adopted by the Board through the passage of O-18 -006, states that the City Economic Development Director shall be the Administrator of the District and shall have the power to, *inter alia*, “negotiate and sign, upon the approval of the Board of Aldermen, any contracts relative to the design, engineering, construction, or operations of any phase or component of the activities proposed under this Plan.”

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the January 7, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: Mural painting in Renaissance Park along Water Street
Value: \$105,000
Vendor: J. Graham Studios LLC
Purchasing Memo#: 26-121 dated December 29, 2025

Thank you.



THE CITY OF NASHUA

Economic Development

'The Gate City'

To: L. Wilshire, President

From: Liz Hannum, Economic Development Director

Cc: Members of the Board of Aldermen

Date: December 22, 2025

Re: Communication – Approval & Place on File Documents related to the Nashua Downtown Riverfront Implementation Project for J. Graham Studios LLC for the Renaissance Park Mural

The Tax Increment Financing Development Program and Financing Plan adopted by the Board through the passage of O-18 -006, states that the City Economic Development Director shall be the Administrator of the District and shall have the power to, *inter alia*, “negotiate and sign, upon the approval of the Board of Aldermen, any contracts relative to the design, engineering, construction, or operations of any phase or component of the activities proposed under this Plan.”

As part of the Riverwalk project, the mural planned for Water Street wall in Renaissance Park is 200ft long and up to 20ft tall. With this size project, the Arts Commission needed to be involved. Following their policy, we put out a call for Artists and received 21 portfolios to choose up to three finalists. The subcommittee was chaired by an Arts Commissioner and pulled in City staff from several departments, a resident from Clocktower, and representatives from the Richelieu Club. This group chose 3 finalists to do a full color rendering of their proposal. The group unanimously chose J. Graham Studio’s proposal which also was the least expensive of the three proposals. We anticipate the mural to be painted in mid-late April with a completion date prior to a Riverwalk grand re-opening event in May 2026.

Per the attached contract, I am requesting the approval of the Board of Aldermen for the award not to exceed \$105,000.



CONTRACT FOR INDEPENDENT CONTRACTOR

RENAISSANCE PARK MURAL

A CONTRACT BETWEEN

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

J. GRAHAM STUDIOS, LLC
1722 E. 25TH AVENUE, DENVER, CO 80205

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

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

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

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

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

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

Exhibit A—General Conditions for Contracts

Exhibit B—Independent Contractor's Proposal & Design Concept

Certificate of Insurance

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

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

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

DESCRIPTION OF WORK:

Muralist services for 192-foot bridge wall of Renaissance Park on Water Street, Nashua, NH

The City of Nashua, in partnership with the Nashua Arts Commission, is contracting for a large-scale public mural along the north side of the Water Street Bridge, as part of the City's newly developed Riverwalk and Renaissance Park project in downtown Nashua. This mural will celebrate the City's heritage, including its French-Canadian roots, and help activate the Riverwalk as a vibrant and welcoming public space.

The mural will span a 192-foot long concrete wall, ranging in height from 5 feet to 20 feet, creating a dramatic canvas for artistic expression and community storytelling. Details in **Exhibit B**.

3. PERIOD OF PERFORMANCE. Independent Contractor shall perform and complete all work by **May 15, 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. Independent Contractor shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

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

ONE HUNDRED FIVE THOUSAND DOLLARS
(\$105,000)

The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. A deposit equal to twenty-five percent (25%) of the total contract amount shall be due and payable within thirty (30) days of contract execution, upon receipt of invoice.

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

➤ Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

➤ Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

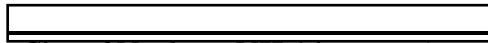
The City of Nashua will pay for work satisfactorily completed and accurately invoiced by Independent Contractor within thirty (30) days from the time of approval by the City of Nashua.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until the date of execution by the City of Nashua.

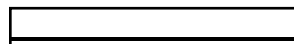
6. NOTICES. All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

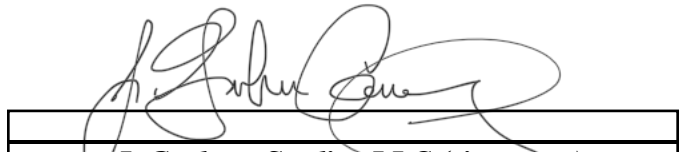
Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or Independent Contractor may change the address or representative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

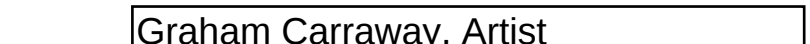
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.


City of Nashua, NH (signature)

Liz Hannum Economic Development Director
(Printed Name and Title)


Date


J. Graham Studios LLC (signature)


Graham Carraway, Artist
(Printed Name and Title)

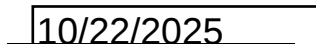

10/22/2025
Date

EXHIBIT A
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General Terms and Conditions

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

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

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

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

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

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

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

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

7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES

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

8. TERMINATION OF CONTRACT

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

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

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

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

In the event of a termination, abandonment, or suspension at will, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice and

compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

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

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

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

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

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

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

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

9. **DISPUTE RESOLUTION.** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and an Independent Contractor Representative. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, if requested in writing by either the City of Nashua or the Independent Contractor within 14 days after the 30 days described above,, the parties shall attempt to resolve the dispute by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties, which agreement shall not be unreasonably withheld. If the parties cannot agree to a mediator within 30 days or the dispute cannot be settled within a period of thirty (30) days with the mediator, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.
10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Independent Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Independent Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.
11. **INSURANCE** Independent Contractor shall carry and maintain in effect during the performance of services under this contract:
 - General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
 - \$1,000,000 Combined Single Limit Automobile Liability; ***Coverage must include all owned, non-owned and hired vehicles ;**
 - Professional Liability insurance in the amount of \$1,000,000; and

- Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 22. FINAL ACCEPTANCE** Upon completion of all work under the contract, Independent Contractor shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt

of the notice, the City of Nashua shall confirm to Independent Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Independent Contractor with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Independent Contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.

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

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

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

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

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

EXHIBIT B

J. GRAHAM STUDIOS - NASHUA BUDGET

BUDGET

- DESIGN/ARTIST FEE	\$10,000
- MATERIAL/LABOR (2,300 SQ.FT.)	\$70,000
- TRAVEL	\$5,000
- DOCUMENTATION	\$2,500
- EQUIPMENT RENTAL	\$15,000
- STUDENT WORKSHOP	\$2,500
- TOTAL	\$105,000

J GRAHAM STUDIOS

ARTIST: GRAHAM CARRAWAY

@J.GRAHAM.STUDIOS

HOWDY@JGRAHAMSTUDIOS.COM

DESIGN CONCEPT



This mural design celebrates Nashua's rich cultural heritage and community spirit through a layered composition of historical and contemporary imagery. Drawing inspiration from French-Canadian textile patterns, the mural incorporates woven motifs that speak to the traditions of the city's earliest immigrant communities. Elements of vintage Nashua signage and archival photographs provide a sense of place and memory, while imagery honoring local veterans recognizes the sacrifices and service that have shaped the city's history.

Interwoven throughout are botanical forms drawn from native flora, grounding the mural in the ecology of the Nashua River and surrounding landscape. Select sections feature patterned fields created from block prints produced by local youth during a hands-on workshop. These designs transform the energy and creativity of young artists into a lasting part of the city's public space, ensuring the mural is not only about Nashua's past but also about its living future.

The color scheme is intentionally limited to the natural palette of the Nashua landscape, drawing from the earthy tones of riverbanks, complemented by the warm hues of local sunsets and sunrises. The result is a vibrant visual narrative that layers heritage, community, and natural beauty.

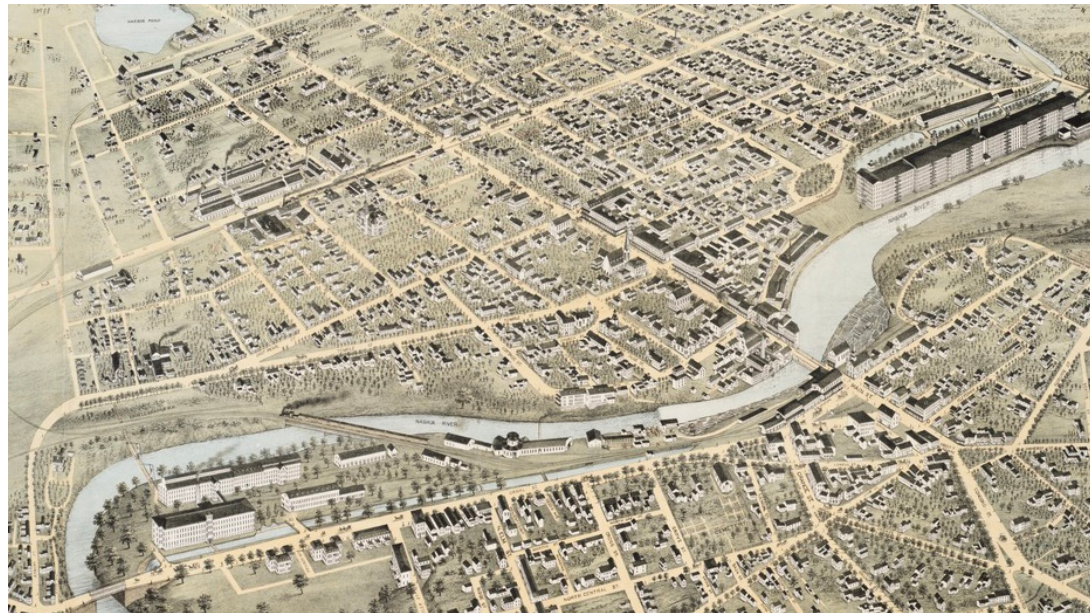
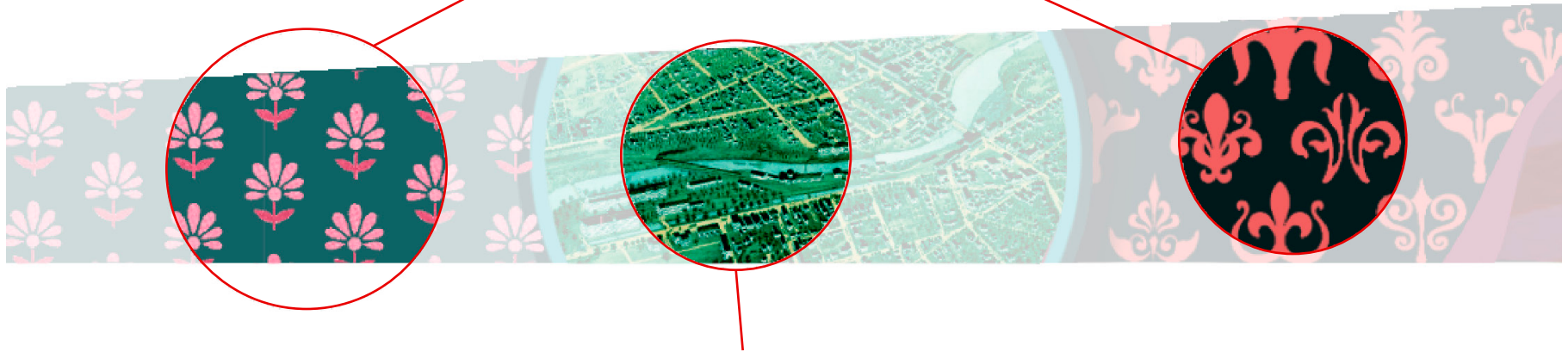
DESIGN CONCEPT



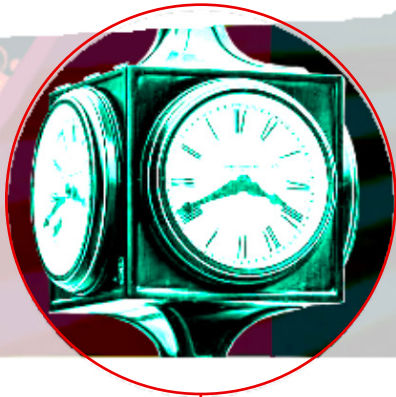
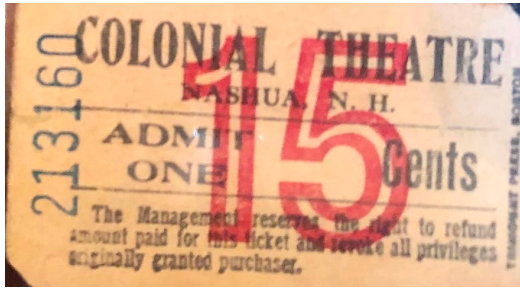
The design presented here is a concept drawing, intended as a reference for the overall composition, color palette, and thematic direction of the mural. During the painting process, the artwork will evolve to include greater detail and depth, blending elements of realism with graphic-styled imagery. This approach ensures the final mural will be both visually dynamic and true to the community's character while maintaining the integrity of the proposed concept.

DESIGN CONCEPT

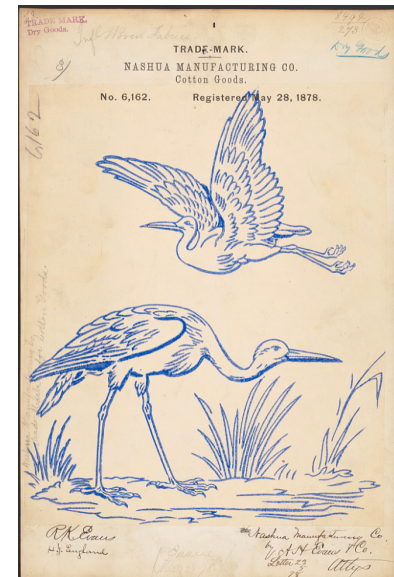
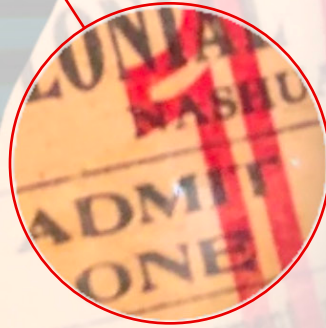
Patterns created with imagery from student workshop



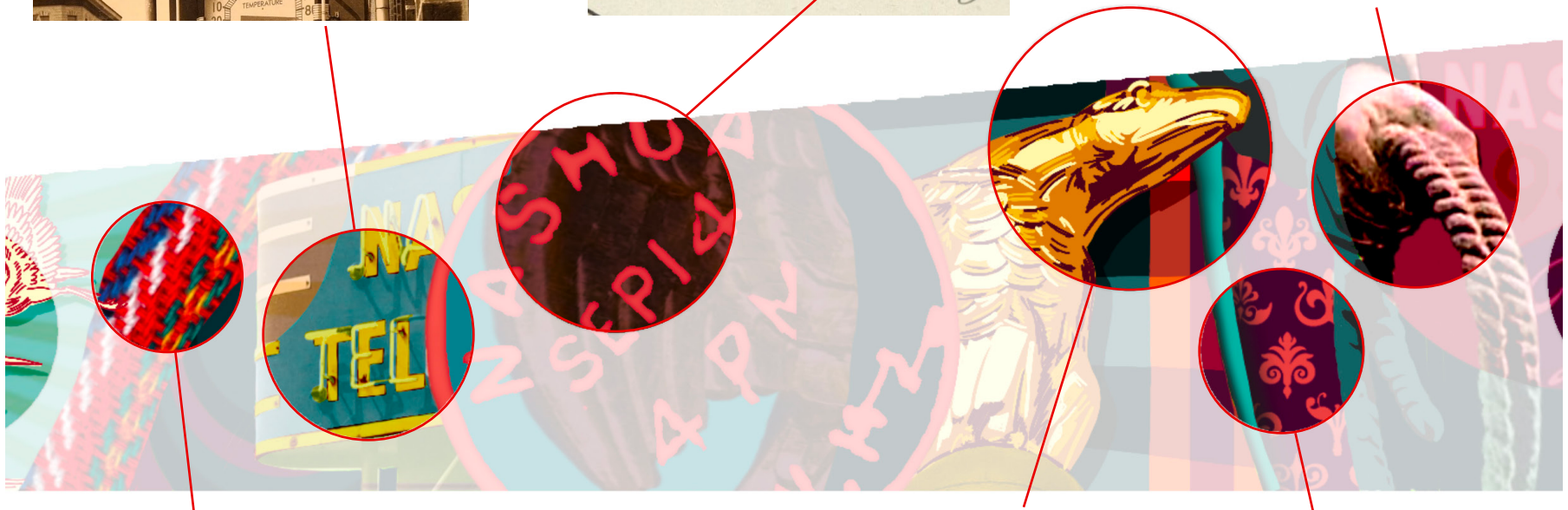
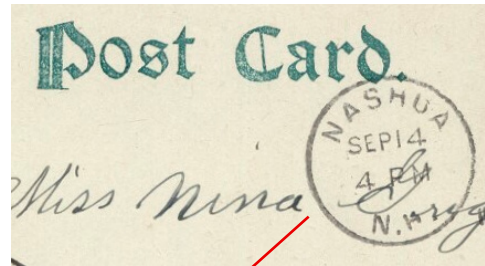
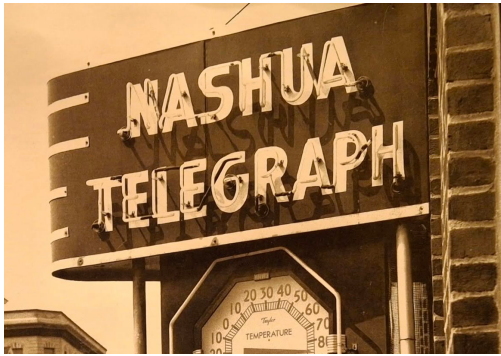
DESIGN CONCEPT



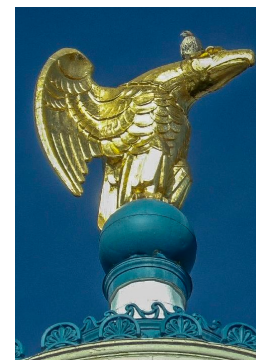
Downtown clocks



DESIGN CONCEPT



Ceinture Fléchée - A handwoven sash, traditionally worn by voyageurs, lumberjacks, and French-Canadian workers.



Pattern created with imagery from student workshop

DESIGN CONCEPT



Cattails

Nashua Dodgers - first professional baseball team based in the United States in the twentieth century to play with a racially integrated roster



PHOTO-OP LOCATION



This section of the mural features a vintage-inspired cheerleader figure beside a megaphone reading 'NASHUA', placed intentionally between a seating area and a wooden beam along the wall. This deliberate positioning creates a natural frame, inviting visitors to step into the scene and use it as a photo opportunity.

COMMUNITY ENGAGEMENT



Block-Printing Workshop in Nashua

I will host a hands-on block-printing workshop for local youth.

Students would be guided to create various styles of Fleur-de-lis designs as well as highlight local floral elements.

Children's printed imagery will be collected and digitized.

I will transform their designs into a repeating pattern that integrates into the larger mural.

The result: a mural that reflects both the city's heritage and its living, future generations.

Several options for workshop location. Exact location TBD upon commission.

COMMUNITY ENGAGEMENT



Community Ownership of the Artwork

By incorporating workshop imagery, the mural becomes a collaborative artwork rather than just an installation.

Youth participants, families, and community members will feel a sense of ownership and pride in the project.

The engagement process creates memories and strengthens community ties to the Riverwalk.

COMMUNITY ENGAGEMENT

Winter Stroll Student Exhibition

The block-printed artwork created by the youth will be displayed at the park pavilion during Nashua's annual Winter Stroll.

This exhibition will showcase the students' original prints alongside the mural design, highlighting how their imagery was woven into the final artwork.

The event will bring together families, friends, and the wider community to celebrate both the creative process and the public art project.

By aligning with the Winter Stroll, the mural project becomes part of a beloved local tradition, ensuring broad visibility and engagement.



BONUS WALL

Option 1: Mural Painting Workshop

I will lead a community mural workshop where participants experience the full process — design, preparation, painting, and finishing.

This could serve as an alternative to the block-printing workshop, or as an additional opportunity for engagement.

Option 2: Extension of Main Mural

Extend the design of the primary mural onto this smaller wall.

The imagery would thematically connect with the main Riverwalk mural while allowing for a distinct, complementary composition.

Option 3: Mosaic Mural

Transform the bonus wall into a mosaic, using durable tile and glass.

Mosaic imagery could echo themes of the larger mural (river, heritage, etc.).

Offers a long-lasting, tactile surface that invites close-up interaction and visual contrast with the painted mural.

ALTERNATE DESIGN

In the event the committee prefers not to include student-created patterns in the main mural, I've prepared an alternate approach. In this version, the patterned areas would instead feature imagery of Nashua's local architecture, as well as floral and fauna found along the river. This ensures the design still feels cohesive and site-specific, while keeping the overall palette and composition consistent with the original vision.

The student-created patterns could be worked into the Bonus Wall only as part of the mural painting workshop.

Timeline

Student Workshop - first week of November

Mural Painting to immediately follow. Mural painting will take 2-3 weeks and be completed before Winter Stroll.

Public Relations Strategy

Documentation

J. Graham Studios is fully equipped to document the entire process and will share footage and photography captured with the City of Nashua and use footage to promote the painting of the mural as an event. Communities are always eager to see murals being painted and often will spend time watching while we paint.

Public Relations

We will be in contact with all local news outlets and agencies prior to the beginning of painting and organize news stories that will also promote the project.

Warranty

J. Graham Studios is prepared to assess damage per square foot, as laid out in an agreement upon commission. All murals are sealed in 2 coats of MuralGuard which holds a 10 year warranty of up to 100 graffiti removals and UV protection.

Jim Donchess

Mayor • City of Nashua

To: Finance Committee

From: Mayor Jim Donchess

Date: December 22, 2025

Re: Authorization of Emergency Purchase Order – Replacement boiler for Station 3

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

An emergency authorization is approved to replace the existing boiler at Fire Station 3. The current boiler has been determined to be cracked and beyond repair. Due to the urgent nature of this condition, the boiler must be taken out of service and replaced. A rental company will provide a temporary heating unit so the station can continue to be used while the unit is replaced, at a total cost of \$63,928.

Thank you.



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

Adam Pouliot
Assistant Fire Chief
Professional Standards
(603) 589-3475
FAX (603) 594-3654
PouliotA@NashuaNH.gov

To: Finance Committee
Amy Girard, Purchasing Manager
From: Assistant Fire Chief Adam Pouliot
Date: December 22, 2025
RE: Emergency Purchase Request

Finance Committee and Amy Girard,

During regular preventative maintenance last week our HVAC contractor discovered a serious issue with the heating system at our Spit Brook Road Firehouse. It was discovered that the gaskets between the cast iron sections of the boiler had failed and the sections were physically cracked. This results in the toxic flue gases escaping the boiler and entering the living space. A CO detector was added to the room and the visible cracks were temporarily sealed with a high heat sealant and a combustion test was performed. The contractor stressed this is a temporary repair and will only get us by for a week or two.

The existing boiler is discontinued by the manufacturer and parts are no longer catalogued to repair the boiler. Due to the serious nature of the issue and the fact that we are currently in the heating season we need to make an emergency purchase to replace the boiler. Our HVAC Company is sourcing us a new high efficiency unit and it will be available in a few days. I have also made arrangements with a local equipment rental company to provide a temporary mobile heating unit so that we can keep the station occupied during the changeover.

Once the new boiler arrives it is approximately 5-7 days to complete the changeover and to have the new unit operating. If you have any further questions regarding this matter please contact me at 603-589-3475. I have also attached a quote for the new boiler and a quote for the temporary heating unit.

Respectfully Submitted,

Adam Pouliot
Assistant Fire Chief
Nashua Fire Rescue

QUOTE



R.A. No. 57586292

Page 1 of 3

BRANCH: 157	BILL TO CUSTOMER: 3037379	SHIPPING ADDRESS
HERC BOSTON MA PROSOLUTIONS 231 MAIN DUNSTABLE RD NASHUA, NH 03062 603-864-6730	CITY OF NASHUA PO 2019 NASHUA, NH 03061	SPIT BROOK ROAD FIREHOUSE 124 SPIT BROOK RD NASHUA, NH 03062 603-589-3475

DESCRIPTION/CHARGES

EST START: 12/23/25 8:00

EST RETURN: 12/30/25 8:00

DROP DATE: _____

SHIPPED BY: 21

ORDERED BY: ADAM POULIOT

DROP TIME: _____

ORDER DATE: 12/19/25

SALESPERSON: 721

SALES COORDINATOR:

PO# / JOB#: TBD

/ 1 - SPIT BROOK ROAD

Rates subject to availability

Herc Rentals offers peace of mind when you purchase Rental Protection Plan ("RPP") at the start of your rental. This optional program limits your responsibility when accidental damage or theft occurs on covered equipment. You will be charged the RPP fee if you choose to purchase RPP or until you provide an acceptable certificate of insurance. View the benefits, details, and exclusions to RPP by visiting our website at <https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html> or contact your Herc Rentals servicing location for more information.

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
2	4-500K BTU INDIR FORCED AIR HEAT DSL/KER 7150620	8/	195.00		195.00	515.00	1064.00	1030.00
12	HI HEAT DUCT BLK 12X25 6P 400/500 DEG 9254230	8/	15.00		15.00	35.00	80.00	420.00
2	REMOTE HEATER THERMOSTAT W/CORD 9254710	8/	5.00		5.00	14.00	40.00	28.00

* * * Items are priced per piece * * *

CONTINUED

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/services/associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date**Terms are due upon receipt** Not valid without Barcode

Customer Name _____

Title _____

Customer Signature _____

Date _____

For **GREAT DEALS** on **USED EQUIPMENT** - visit us on-line at [HercRentals.com](https://www.HercRentals.com)

QUOTE



R.A. No. 57586292

Page 2 of 3

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DESCRIPTION/CHARGES

EST START: 12/23/25 8:00

EST RETURN: 12/30/25 8:00

DROP DATE: _____

SHIPPED BY: 21

ORDERED BY: ADAM POULIOT

DROP TIME: _____

ORDER DATE: 12/19/25

SALESPERSON: 721

SALES COORDINATOR:

PO# / JOB#: TBD

/ 1 - SPIT BROOK ROAD

Rates subject to availability

Qty	Equipment #	Hrs/	Min	Hour	Day	Week	Month	Amount
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SALES ITEMS:

Qty	Item number	Unit	Price	
4	LABOR	EA	150.000	600.00
3730000001 - LABOR SETUP				

DELIVERY CHARGE	125.00
-----------------	--------

PICKUP CHARGE	125.00
---------------	--------

Sub-total: 2328.00

Taxable Sub-total: 0.00

Total: 2328.00

CAREFULLY READ THE TERMS AND CONDITIONS THAT APPEAR BELOW AND ON REVERSE SIDE OF THIS PAGE ("TERMS")

RENTAL PROTECTION PLAN. Customer must either show proof of Property Insurance as required in Section 8 on reverse side hereof or purchase Rental Protection Plan ("RPP"). Herc Rentals Inc. or its affiliate ("Herc") may offer RPP for a fee to Customer on certain Equipment and for certain types of loss or damage to limit Customer's liability for property loss or damage to such Equipment for such loss or damage. RPP is not offered on all types of Equipment. NOTWITHSTANDING PAYMENT OF THE RPP FEE, RPP DOES NOT APPLY, AND CUSTOMER IS LIABLE FOR, ALL DAMAGES TO OR REPLACEMENT COST OF, THE EQUIPMENT, AS APPLICABLE, AND ANY ADMINISTRATIVE FEES AND EXPENSES OF HERC: (1) CAUSED BY THE EQUIPMENT BEING USED OR OPERATED IN VIOLATION OF ANY OF THE TERMS; (2) IN CASE OF NEGLIGENCE, AS DETERMINED IN HERC'S SOLE DISCRETION; AND/OR (3) IF COVERAGE IS EXCLUDED UNDER THE RPP TERMS AND CONDITIONS POSTED ON HERC'S WEBSITE. Upon accepting RPP, Customer agrees to pay an RPP fee. Customer must review the RPP Terms and Conditions posted on Herc's website at <https://www.hercrentals.com/services/rpp-rental-protection-plan/terms-and-conditions.html> before deciding whether to accept RPP. If Herc offers RPP to Customer for certain Equipment and Customer accepts RPP and pays Herc the RPP fee, in return for the RPP fee, if at the time of the claim, RPP covers such repair or replacement, Herc agrees to waive certain claims for accidental damages to or theft of such covered Equipment occurring during normal and careful use. Customer remains liable for all other damages as set forth in the Terms. RPP IS NOT INSURANCE. TO THE EXTENT HERC DOES NOT OFFER RPP TO CUSTOMER, OR CUSTOMER DOES NOT ACCEPT RPP, CUSTOMER MUST MAINTAIN THE PROPERTY INSURANCE COVERAGE REQUIRED BY PARAGRAPH 8. PLEASE BE AWARE THAT IF CUSTOMER DOES NOT ELECT TO TAKE RPP AND IT ELECTS TO MAINTAIN PROPERTY INSURANCE COVERAGE, AND IF THE CERTIFICATE OF INSURANCE PROVIDED TO HERC TO EVIDENCE SUCH INSURANCE COVERAGE IS UNACCEPTABLE TO HERC OR THE APPLICABLE POLICIES EXPIRE, CUSTOMER AGREES THAT HERC MAY CHARGE RPP FOR ALL APPLICABLE RENTALS UNTIL SUCH TIME AS AN ACCEPTABLE AND VALID CERTIFICATE OF INSURANCE IS PROVIDED AND SUCH MATTERS ARE CORRECTED TO HERC'S REASONABLE SATISFACTION. NOTWITHSTANDING ANY NOTATION ON THE RENTAL RECORD, RPP IS NOT OFFERED ON OR AVAILABLE FOR THE RENTAL OF PASSENGER MOTOR VEHICLES AND CERTAIN OTHER EQUIPMENT LISTED ON HERC'S WEBSITE.

A detailed description of fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at <https://www.hercrentals.com/services/associated-charges.html>. Customer agrees to pay, in addition to all rental charges, all fees and charges set forth above and, the following charges as applicable: (i) based on Customer's possession and/or use of the Equipment, all consumables, fees, licenses, present and future taxes and any other governmental charges; (ii) additional charges for more than one shift use; (iii) freight, delivery, pick up, transportation charges; (iv) transportation service surcharges; (v) repairs and replacement per this contract; (vi) cleaning charge for Equipment returned with excessive dirt, concrete and/or paint; (vii) fees for lost keys; (viii) refueling service charges; (ix) fines for use of dyed diesel fuel in on road Equipment; (x) preventative maintenance charges; (xi) emissions and environmental surcharges and fees; (xii) vehicle license fees. HERC COLLECTS THESE FEES AND CHARGES AS REVENUE AND USES THEM AT ITS DISCRETION.

THE EQUIPMENT IS RENTED BY HERC TO THE CUSTOMER PURSUANT TO THE TERMS. CUSTOMER REPRESENTS HAVING READ AND AGREED TO SAME.

PARAGRAPH 11 ON THE BACK OF THIS PAGE IS IN LIEU OF (i) ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (ii) ALL OBLIGATIONS ON THE PART OF HERC TO CUSTOMER FOR DAMAGES.

CUSTOMER WAIVES ALL INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, THE RENTAL, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF THE EQUIPMENT.

Customer is obligated to return the Equipment in a good, clean, and uncontaminated condition, free of any and all hazardous substances.

Quote Valid For 30 Days From Order Date

Terms are due upon receipt Not valid without Barcode

Customer Name _____

Title _____

Customer Signature _____

Date _____

For **GREAT DEALS** on **USED EQUIPMENT** - visit us on-line at [HercRentals.com](https://www.HercRentals.com)

RESERVATION AND RENTAL CONTRACT - HERC RENTALS INC. AND AFFILIATES ("HERC")

This Agreement ("Agreement") is for the rental of the vehicles and equipment and related services described on the other side of this page ("Front"), including all parts of and attachments and accessories to such equipment ("Equipment"). This Agreement is between the customer identified on the Front ("Customer") and Herc. Both parties acknowledge that this Agreement consists of the terms written or printed on this page and the Front.

- NATURE OF THIS AGREEMENT.** This Agreement is solely for the purpose of creating a rental transaction, which allows Customer to use the Equipment as permitted by this Agreement. CUSTOMER REPRESENTS THAT THE EQUIPMENT IS TO BE USED SOLELY AND EXCLUSIVELY FOR BUSINESS OR COMMERCIAL PURPOSES. The Equipment is owned by Herc. Customer acknowledges that no one other than Herc may transfer or assign the Equipment or any rights or obligations under this Agreement. Neither Customer nor any Authorized Operators (as defined below) are agents of Herc. No one may repair or alter the Equipment without Herc's prior written approval. Customer will not suffer any liens or encumbrances to attach to the Equipment and will defend, indemnify, and hold Herc harmless from all loss, liability, and expense by reason thereof.
- WHO MAY OPERATE THE EQUIPMENT.** Only Customer and the following persons with Customer's express permission, subject to the requirements of this Section, ("Authorized Operators") may operate the Equipment: Customer's employer, employees, and fellow employees operating the Equipment in the course and scope of such employee's regular employment, and persons approved by Herc in writing. Customer and all Authorized Operators must: only use the Equipment in the course and scope of Customer's or Customer's employer's regular business operations, hold a valid driver's license to operate a motor vehicle, be of legal age to operate the Equipment, be properly qualified and trained to operate the Equipment, and have a valid operator's license with respect to the Equipment where required by law. Customer is solely responsible for determining that the Authorized Operators have met the requirements of this Section and are properly qualified and trained to use the Equipment prior to operating the Equipment. Customer is solely responsible for limiting the use of the Equipment to Authorized Operators meeting the requirements of this Section and for the acts and omissions of any person that operates, uses, stores or moves the Equipment regardless of whether that person is an Authorized Operator.
- RENTAL FEES AND OTHER CHARGES.** Customer will pay Herc on demand to the address and by the date specified in the applicable invoice, all charges, including without limitation, rental, time, mileage, service, transportation, refueling service, surcharges, sales and use taxes, and tax reimbursements imposed with respect to the Equipment and this Agreement, and all expenses, including reasonable attorney's fees and costs incurred in collecting same, all in accordance with this Agreement. A detailed description of all fees and surcharges that may be applicable to Customer's rental can be found on Herc's website at: <https://www.hercrentals.com/services-associated-charges.html>. Customer must notify Herc in writing of any disputed charge within 30 days of receipt of such invoice or Customer shall be deemed to have irrevocably waived such disputed charge. The basic daily, weekly and 4-week rental rates will entitle Customer to a maximum of one shift use (i.e., a maximum of 8 hours per day; 40 hours per week; 160 hours per 4 weeks). Use in excess of one shift will be payable at the hourly rate of 1/8 of the daily charge (for a daily rental), 1/40 of the weekly charge (for a weekly rental) and 1/160 of the 4-week charge (for a 4-week rental), plus applicable taxes. All charges are subject to final audit by Herc. Herc will have a lien as allowed by law for charges incurred hereunder upon the premises and improvements upon which the Equipment is employed. Rentals are F.O.B. the Herc Branch unless otherwise specified. Shipping charges from such Branch to the Customer's destination and return and all loading, unloading, assembling and dismantling will be paid by Customer. All rates for rentals in excess of 4 weeks are subject to change on 30 days' written notice to the Customer with respect to any portion of the rental period then remaining. Charges not paid on time, as required by this Agreement, may be subject to a late payment fee as provided in this Agreement. Customer may also be charged a reasonable fee for any check used for payment hereunder that is returned unpaid. Customer agrees in the event of a default, that any deposit made by Customer shall be used by Herc for unpaid rent and other charges, damages and costs incurred due to the default.
- CUSTOMER'S RESPONSIBILITIES.** Customer is responsible to Herc for all loss or damage to the Equipment, and for its return in the same condition it was received, except for ordinary wear, and free of any hazardous materials and/or contaminants. Such responsibility is limited to the full value of the Equipment at the time it is lost or damaged, less its salvage value, plus any administrative fees and Herc's related expenses, such as loss of use, appraisal fees or recovery costs ("Full Value"). The Equipment must be returned to Herc at the renting Herc Branch by the Estimated Return Date (EST RETURN) specified on the Front, or sooner if demanded by Herc. Customer must notify Herc if it desires to change the EST RETURN for all or some of the Equipment. Customer acknowledges that it must confirm return receipt of the Equipment by Herc at the expiration or earlier termination of the rental. Until such time as Herc receives actual possession of the Equipment, Customer agrees to hold said Equipment in a safe and secure manner. The Equipment will be used and kept only at Customer's place of business or the job site at which the Equipment is used and will not be moved without the prior written consent of Herc. The Equipment will be used only in accordance with the manufacturer's instructions within its rated capacity. Customer will perform or cause to be performed and pay for all normal periodic and other basic service, adjustments and lubrication of the Equipment, including but not limited to: checking of the Equipment before each shift; checking and maintaining crankcase, transmission, cooling and fluid systems daily; and checking tire pressures and battery fluid and charge levels weekly. If the Equipment fails to operate properly or becomes in need of repair, Customer will immediately cease using same and will immediately notify Herc. Customer is solely responsible for providing a secure and safe work environment for all parties, including Herc and its employees, and for ensuring that the possession, storage, use and operation of the Equipment is carried out in compliance with applicable laws and industry standards, (including but not limited to those relating to worker safety and the environment). Customer is solely responsible for supervising the use and operation of the Equipment to ensure it is used in accordance with manufacturer instructions for proper operation and safety, for ensuring that the Equipment is proper for Customer's intended use and environment, and for ensuring users of the Equipment are qualified, trained, and familiar with the Equipment.
- RISK OF LOSS.** All loss of or damage to the Equipment from any cause whatsoever while on rental and whether or not due to the fault of Customer, including, but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the Full Value of the Equipment at the time it is lost or damaged. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.
- EVENTS OF DEFAULT.** Customer shall be in default of this Agreement if Customer fails to pay any amount when due hereunder, or if Customer breaches any of the other terms of this Agreement, or if Customer becomes insolvent or ceases to do business as a going concern, or if a petition in bankruptcy is filed by or against Customer, or if Customer is in default pursuant to the provisions of any other agreement by and between Customer and Herc. Customer will further be deemed to be in default if the Equipment is obtained from Herc through fraud or misrepresentation or is stored or used: (A) in violation of any law or ordinance including without limitation, any local, state or federal law or regulation involving "Hazardous Materials," including "DOT Hazardous Materials," as set forth in 49 C.F.R. 171-180; (B) in a reckless, negligent or abusive manner, or is damaged while being rented by Customer; (C) in violation of Paragraph 4 above, (D) in any fashion or manner for which the Equipment was not designed or beyond the manufacturer's rated capacity for the Equipment.
- REMEDIES OF HERC.** In case of default by Customer, or if Herc deems itself insecure, Herc may, but is not required to, peaceably enter the premises where the Equipment is located and render it inoperative or remove same with or without process of law and without any notice to Customer or liability. Customer hereby waives any right to any hearing or to receive any notice of legal process, as a pre-condition for Herc recovering the Equipment. Customer agrees to permit such entry and action by Herc. In such case Herc may also terminate this Agreement without notice to Customer or prejudice to any remedies or claims which Herc might otherwise have for any amount due hereunder, and for its attorneys' fees and costs of enforcement. Customer agrees to indemnify and hold Herc harmless from all loss or damage to the Equipment, including but not limited to, fire, flood, theft, comprehensive losses, collision and rollover, and Acts of God, will be the sole responsibility of Customer and will be paid to Herc promptly upon Customer's receipt of an invoice therefor. Such responsibility is limited to the Full Value of the Equipment at the time it is lost or damaged. THE COST OF LABOR FOR REPAIRS WILL BE EITHER HERC'S THEN PREVAILING HOURLY RATE FOR LABOR, POSTED AT THE HERC BRANCH WHERE THE EQUIPMENT IS TO BE REPAIRED, OR THE REPAIRER'S HOURLY RATE FOR LABOR CHARGED TO HERC FOR REPAIRS AS THE CASE MAY BE. PARTS WILL BE CHARGED AT HERC'S COST PLUS A RETAIL MARKUP. Use of the Equipment by persons other than Customer or Authorized Operators will be at Customer's sole risk.
- INSURANCE.** Liability Insurance for Injury/Damage to Third Parties - Customer agrees to maintain and carry, at its own expense and at all times during the term of this Agreement, the following insurance: (1) commercial automobile insurance, with at least a per occurrence limit of \$1 million, which includes coverage for owned and non-owned motor vehicles. Herc shall be named as an additional insured for all claims arising out of the maintenance, operation, or use of the vehicle. All insurance, whether issued on a primary or umbrella/excess basis, afforded to Herc hereby shall be primary to, and non-contributory with, any other insurance on which Herc is a named insured, whether such other insurance is primary, excess, self-insurance, or insurance on any other basis, to the fullest extent permitted by law. Where, by operation of law, Herc is required to provide primary coverage, such primary and non-contributory protection shall not exceed the minimum limits required by the automobile financial responsibility laws of the applicable state. Such protection will conform to the basic requirements of the applicable No-Fault law, BUT DOES NOT INCLUDE UNINSURED/UNDERINSURED MOTORIST, SUPPLEMENTARY NO FAULT OR ANY OTHER OPTIONAL COVERAGE. TO THE EXTENT PERMITTED BY LAW, HERC AND CUSTOMER REJECT THE INCLUSION OF ANY SUCH COVERAGE. If such coverage is imposed by operation of law, then the limits of such coverage will be the minimum required by the law of the applicable state; (2) commercial general liability insurance (providing coverage equal to or greater than the standard ISO CG 00 01 12 04 form), including contractual liability coverage covering Customer's indemnity obligations of Section 9, with limits of insurance not less than \$1 million per occurrence and \$2 million in the aggregate; and (3) property insurance for the full replacement cost of the Equipment, including coverage for all risks of loss or damage to the Equipment. The policy must expressly cover owned and non-owned Equipment, including motor vehicles (if applicable), arising in your care, custody and control. Customer shall carry workers compensation and employers' liability insurance with at least a per occurrence limit of \$1 million. Customer shall name Herc as an additional insured for all claims arising out of the maintenance, operation or use of the equipment, and as an additional loss payee. Any deductibles or self-insured retentions shall be the sole responsibility of the Customer. All insurance required by this Rental Agreement shall include a waiver of rights of recovery against Herc or its insurers by the Customer and its insurers, as well as a waiver of subrogation against Herc or its insurers. The policies required hereunder shall provide that the Customer shall receive no less than 30 days' notice prior to any cancellation. **Customer shall provide Herc with documented proof of all required insurance coverage, including copies of all applicable additional insured endorsements. FOR RENTAL OF EQUIPMENT NOT LICENSED FOR ROAD USE, CUSTOMER MUST EITHER (i) ELECT TO NAME HERC AS LOSS PAYEE EVIDENCING PROPERTY INSURANCE COVERAGE, OR (ii) ELECT TO PURCHASE THE RENTAL PROTECTION PLAN.** Nothing contained in this insurance Section shall limit or modify the obligations set forth in Section 9.
- INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW, AND FOR AND IN ADDITIONAL CONSIDERATION OF PROVIDING THE EQUIPMENT HEREIN, CUSTOMER WILL DEFEND, INDEMNIFY AND HOLD HARMLESS HERC, ITS PARENT COMPANY, THEIR AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY "HERC INDEMNIFY PARTIES"), FROM AND AGAINST ANY AND ALL ACTUAL, ALLEGED, POTENTIAL OR PERCEIVED RISKS OF INJURY, DEMANDS, CLAIMS, SUITS, LIABILITIES, LOSSES, SETTLEMENTS, JUDGMENTS, DAMAGES (INCLUDING BUT NOT LIMITED TO COSTS, EXPENSES, DELAYS, DEDUCTIBLE AMOUNTS OF INSURANCE, THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT, THE COST OF PURSUING ANY INSURANCE PROVIDERS, AND LIQUIDATED, CONSEQUENTIAL AND PUNITIVE DAMAGES), ENVIRONMENTAL SPILLS, ATTORNEYS' FEES AND DISPUTE RESOLUTION COSTS, WHETHER OR NOT SUCH LOSSES, LIABILITIES, CLAIMS OR DAMAGES ARE BASED, IN WHOLE OR IN PART UPON ANY OF THE HERC INDEMNIFIED PARTIES' ALLEGED NEGLIGENCE OR PARTICIPATION IN THE WRONG OR UPON ANY ALLEGED BREACH OF A STATUTORY OR REGULATORY DUTY OR OBLIGATION ON THEIR PART, ARISE OUT OF OR ALLEGED TO HAVE ARISING OUT OF ANY ACT OR OMISSION IN CONNECTION WITH THE CUSTOMER'S MAINTENANCE, USE, POSSESSION, OPERATION, ERECTION, DISMANTLING, SERVICING OR TRANSPORTATION OF THE EQUIPMENT OR MOTOR VEHICLE OR CUSTOMER'S FAILURE TO COMPLY WITH THE TERMS OF THIS AGREEMENT, BY REASON OF BODILY INJURY, INCLUDING DEATH, AND PROPERTY DAMAGE, SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING BUT NOT LIMITED TO EMPLOYEES OF CUSTOMER. CUSTOMER WILL, AT ITS SOLE EXPENSE, COMPLY WITH ALL FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS AFFECTING THE EQUIPMENT AND ITS USE, OPERATION, ERECTION, DESIGN AND TRANSPORTATION. CUSTOMER'S AGENTS, OFFICERS, DIRECTORS, EMPLOYEES AND SUBSIDIARIES WILL DEFEND, INDEMNIFY AND HOLD HERC INDEMNIFIED PARTIES HARMLESS FROM ALL LOSS, LIABILITY OR EXPENSE RESULTING FROM ACTUAL OR ALLEGED VIOLATIONS OF ANY SUCH LAWS, REGULATIONS OR REQUIREMENTS. The foregoing indemnification provisions will not reduce or affect the other rights or obligations which would otherwise exist in favor of the Herc Indemnified Parties. Any insurance requirements set forth in this Agreement or any Agreement will not limit foregoing indemnification.
- NOTICE OF LOSS OR ACCIDENT.** In the event of an accident, loss of, theft of, or damage to, spill or leak of hazardous materials from, the Equipment, Customer agrees to notify Herc as soon as possible by telephone and, thereafter, to immediately report in writing to Herc and to the public authorities (where required by law or by Herc) all necessary information relating to the loss or accident.
- CONDITION OF THE EQUIPMENT.** Customer acknowledges having examined the Equipment upon its delivery to Customer. The Equipment shall be deemed to be accepted by Customer upon delivery and subject to the terms and conditions of this Agreement. Customer shall notify Herc in writing within 24 hours of delivery of the Equipment of any problem with the Equipment. If the Equipment is found by Customer not to be in good mechanical condition, as a result of conditions not the responsibility of Customer, nor caused by the fault or negligence of Customer or Customer's employees or agents, Customer will so notify Herc, whereupon Herc may then, at its option and without any other liability or responsibility by Herc to Customer: (a) repair or suitably replace the Equipment within a reasonable time during Herc's normal working hours, with the commencement or running of the terms of this Agreement to be tolled for the period the Equipment is "down"; or (b) remove the Equipment and terminate this Agreement and refund payments of rental charges, if any, for the unexpired term of the Agreement, less whatever is due Herc for damage to or maintenance of Equipment which is the responsibility of Customer. Customer agrees to provide full access to the Equipment to Herc's representatives to enable Herc to meet its responsibilities hereunder.
- LATE PAYMENT FEE.** Should Customer fail to pay any invoice to Herc in accordance with the terms of such invoice, Customer will pay a late payment fee to Herc on such delinquent payment until fully paid, at an amount up to the maximum rate allowed by the laws of the jurisdiction in which the Herc location specified on the Front is located.
- FUELING SERVICE CHARGE.** Herc agrees to provide the Equipment to Customer with full fuel tanks. Customer agrees to return the Equipment with full fuel tank(s). If Customer returns the Equipment with the fuel tank(s) less than full, Customer will pay to Herc a sum equal to Herc's then applicable refueling service charge posted at Herc's location where the Equipment is returned for the number of gallons required to refill the tank(s) at the time of return.
- MERGER/MODIFICATION/SEVERABILITY.** This Agreement expresses the entire agreement between the parties with respect to the subject matter hereof. No modification or alteration of the terms hereof will be effective as against Herc unless same is in writing and signed by a duly authorized officer of Herc. Customer's use and/or delivery of the Equipment and/or Customer's signing of this Agreement shall be deemed execution of this Agreement and shall constitute Customer's acceptance of all of the Terms contained on the Front hereof and herein, and the exclusion of any terms and conditions otherwise stated by Customer or contained in any of Customer's documents. The paragraph headings contained in this Agreement are for convenience only and will not be used to expand or limit the actual terms and conditions hereof. Customer and the person signing this Agreement represent that: (a) they both have full authority to execute, deliver and perform this Agreement; and (b) this Agreement is a legal, valid and binding obligation of Customer, enforceable in accordance with its terms.
- GOVERNING LAW/JURISDICTION/JURY TRIAL WAIVER/LIMITATION OF LIABILITY.** This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware without regard to its rules of conflict of laws. Customer irrevocably and unconditionally consents to submit to the jurisdiction of the state and federal courts within the State of Delaware (the "Delaware Courts") or Florida ("Florida Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby, and waives any objection to the laying of venue and forum in the Delaware Courts and/or the Florida Courts. If any provision, or any part of any provision of this Agreement or the application thereof is thereafter held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and this and the provisions of this Agreement are declared severable. Each party hereby waives and releases all right to trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on any matters whatsoever arising out of or in any way connected with this Agreement. THE MAXIMUM LIABILITY OF HERC, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES UNDER THIS AGREEMENT (REGARDLESS OF WHETHER A CLAIM IS BASED UPON WARRANTY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID TO HERC BY CUSTOMER UNDER THIS AGREEMENT.
- ELECTRONIC SIGNATURES.** Customer agrees that this Agreement may be signed manually or by scanning and sending .pdf or other copies thereof via email or via any other electronic means and in one or more counterparts, each of which shall be (i) an original, and all of which taken together shall constitute one and the same agreement; (ii) a valid and binding agreement and fully admissible under state and federal rules of evidence; and (iii) enforceable under the applicable Uniform Commercial Code Section 2A-204, Section 3-309 and under any other similar statute applicable to this Agreement.
- FAMILIARIZATION.** All familiarization requests must be made in writing not less than five (5) calendar days before scheduled delivery date or at time of purchase. Request(s) must be submitted to the location in which the Equipment was rented and identify the name of the person(s) designated to receive the Equipment. If requested, the User as defined by ANSI A92/CSA B354 agrees to have the person designated present at the time of delivery to receive the equipment familiarization. Familiarization will be made in accordance to ANSI A92 & CSA B354. Familiarization is not considered training or certification and does not impact the obligations of Section 2.



Proposal Option 2

Proposal submitted to:
Nashua Fire Department – Station 3

Street:
124 Spit Brook Rd

City, State and Zip Code:
Nashua NH 03060

Phone:
Adam Pouliot
603-589-3475

Job Name / Location:
Replacement of Boiler
Hi-Eff. Option

Contact:
AdamP@nashuanh.gov

Date:
December 17,
2025

We hereby propose to furnish all material and labor necessary to complete the following scope of work: Palmer and Sicard are providing this proposal for replacing the existing Buderus boiler in this option, that is emitting flue gas from boiler combustion chamber. The technician noted this while performing preventive maintenance on HVAC equipment at the facility. Combustion leak was temporarily sealed and performed a combustion test on boiler and boiler is for now in operation. The existing boiler is discontinued by manufacture and parts are no longer catalogued to repair the boiler. We are to supply deliver and install a Viessmann boiler to match the existing BTU load to match the existing boiler and the new boiler has operating AFUE of 97.7%. The existing vent is in good condition and can be reutilized to install a new Center-Therm vent down and connect to new boiler. This proposal is to provide prices for labor, boiler, delivery, disposal, PVF water and gas, rigging and test for proper operation. This boiler needs to be ordered, and ship date is to be determined once ordered standard shipping is provided. Submittals available on request. Exclusion facility manager has source for temporary heat while this work is being done, it is not included in this proposal.

Additional specifications and provisions:

- | | |
|---|-------------|
| • Viessmann Boiler CI2-399 Hi-Eff Gas | \$16,500.00 |
| • Water PVF Disconnect/Reconnect, Gas PVF Disconnect/Reconnect | \$6070.00 |
| • Wiring Electrical Disconnect/Reconnect/Control Wiring NH Controls | \$7700.00 |
| • Venting/Start Collar/Damper | \$1970.00 |
| • Rigging/Disposal | \$9900.00 |
| • Shipping | \$910.00 |

Labor \$18,550.00

Notes: All work is to be performed during normal business hours. Scope of work is described above. No structural steel, additional HVAC, plumbing, gas piping, or control work is included in this proposal. No electricity is included in this proposal, beyond what is listed above. All sheetrock, roofing, carpentry and/or construction are not included in the proposal. Unforeseen circumstances or anything not specifically listed above may result in change of price and/or scope.

For the sum of – Sixty-One Thousand and Six Hundred dollars. \$61,600.00

Payment to be made as follows:

Standard terms apply.

Service Division

89 Holland Way
Exeter, New Hampshire 03833
Office: (603) 929-0910
Fax: (603) 929-0973

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Steve Pendak, Service Sales

Note: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Unless otherwise specified, payment terms are as follows: 45% due at signing, 45% due when equipment / materials delivered on site and 10% due at completion.

***The prices quoted in this proposal shall be firm for a period of ten (10) business days from the date of this quotation and subject to increases without notice due to pending tariff issues and/or price escalations.**

****If, during the term of this contract, the price of various materials and/or equipment are increased due to any unforeseen tariffs or price escalations by the supplier whose price for the subject materials Palmer and Sicard, Inc. relied on in its proposal for the project, then Palmer and Sicard, Inc. shall be entitled to a Compensable Material Cost Increase and an increase in the Contract Sum or apply a surcharge to the customer accordingly.**

Date of Acceptance: _____

Authorized Signature: _____

Service Division

89 Holland Way
Exeter, New Hampshire 03833
Office: (603) 929-0910
Fax: (603) 929-0973