
7:00 PM

Aldermanic Chamber

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

From: Amy Girard, Purchasing Manager

Re: Two Ford Maverick Hybrid Pickup Trucks in the amount of \$74,604.85 funded from CERF/81-Capital Outlay/Improvements

From: Amy Girard, Purchasing Manager

Re: Postage machine lease in the amount not to exceed \$4,571.40 funded from General Fund/ 55- Other Services

From: Amy Girard, Purchasing Manager

Re: Hydropower Engineering Change Order #4 in the amount not to exceed \$239,300 funded from Capital Improvements/ 53- Professional & Technical Services

5. NEW BUSINESS – RESOLUTIONS
6. NEW BUSINESS – ORDINANCES
7. TABLED IN COMMITTEE

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

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

January 14, 2026
Memo #26-122

TO: Mayor Donchess
Finance Committee

SUBJECT: Two Ford Maverick Hybrid Pickup Trucks in the amount not to exceed \$74,604.85 funded from CERF/ 81- Capital Outlay/Improvements

Please see attached communications from Shawn Smith, Plant Operations Director, dated December 29, 2025 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Two (2) Ford Maverick Hybrid Pickup Trucks with (1) truck having a public safety package installed
Value: \$74,604.85
Department: 191 School Department
Vendor: Grappone Ford and Global Public Safety
Fund: CERF/ 81- Capital Outlay/Improvements

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

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

Regards,

Amy Girard
Purchasing Manager

Cc: S Smith
T Cummings



NASHUA
SCHOOL DISTRICT
Gateway to Opportunity

38 Riverside Street
Nashua, NH 03060
603-966-1500, Fax: 603-594-4361

Shawn Smith
Director, Plant Operations

December 29, 2025

To: Finance Committee, Board of Aldermen

Fm: Shawn M. Smith, Plant Operations Director, Nashua School District

Subj: Recommendation to Purchase Two (2) Ford Maverick Hybrid Pickup Trucks

We are looking for approval to replace two supervisor vehicles, one driven by our Assistant Director for Safety & Security (a 2007 Chevrolet Malibu), and the other by a Custodial Supervisor (a 2008 Ford Escape). CERF funds in the amounts of \$54,741 (Malibu) and \$58,951 (Escape) are allocated in the 2026 CERF budget, although my understanding is the city will utilize Grant funds, per the City CFO.

Both vehicles will be replaced by 2026 Ford Maverick Hybrid Pickup Trucks from Grappone Ford, utilizing State of NH bid pricing. Cost for each is \$34,407, which includes a bed cap. In addition, one of the vehicles will receive a \$5,790.85 public safety package which includes warning lights, City radio and a bank charger for portable city radios. Quotes for these expenses are attached.

The City Administration was adamant about purchasing electric vehicles, which require plug in capability to recharge. However, after installing the charging units for the two Ford Transit cargo vans we purchased this past year, the electrical panel for Plant Operations is maxed out and will require a service upgrade from the Electrical Utility. We estimate this cost will be in excess of \$300,000 plus the cost of a new emergency generator. I included this in the coming year's deferred maintenance request. Knowing this, the City Administration agreed hybrid vehicles were appropriate replacements.

I recommend the Finance Committee approve the purchase of two (2) 2025 Ford Maverick Hybrid Pickup Trucks from Grappone Ford, in the amount of \$68,814. In addition, please approve the public safety package in the amount of \$5,790.85 from Global Public Safety, for one of the two vehicles. Funding is from the City of Nashua FY26 and Capital Equipment Reserve Fund (CERF), or Grant Funds.


Shawn M. Smith



City of Nashua

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

(603) 589-3265

Date: 1/06/2026

To: City of Nashua Finance Committee
Fr: Doria Brown
Subj: School Hybrid Pickup Truck Purchases

Dear Members of the Finance Committee,

As the Energy Manager for the City of Nashua, I am writing to provide a recommendation regarding the proposed purchase of two Ford Maverick Hybrid pickup trucks to replace existing fleet vehicles used by the Nashua School District's Plant Operations and Security staff.

The Sustainability Department evaluated this request with consideration given to vehicle efficiency, lifecycle costs, operational requirements, and alignment with the City's Livable Nashua sustainability goals. Based on this review, I support the purchase of hybrid electric pickup trucks as the most appropriate option for this use case.

Fully electric vehicles were also evaluated and, from a vehicle performance and emissions standpoint, would be a viable option. However, the facilities where these vehicles would be stored currently have limited charging capacity. Expanding charging infrastructure at this location would require electrical upgrades that exceed the anticipated return on investment from operating fully electric vehicles in this specific application. As a result, the additional infrastructure costs would outweigh the fuel and maintenance savings typically associated with electric vehicles.

Hybrid electric vehicles provide a balanced solution by improving fuel efficiency and reducing emissions compared to conventional gasoline vehicles, while avoiding the need for near-term charging infrastructure upgrades. This approach allows the City to advance fleet sustainability goals in a fiscally responsible manner without compromising operational reliability.

This recommendation aligns with the City of Nashua's Livable Nashua Plan, including goals related to reducing municipal greenhouse gas emissions and improving fleet efficiency, while recognizing current site constraints and cost-effectiveness considerations. The Sustainability Department will continue to evaluate opportunities to expand charging infrastructure in locations where it can deliver the greatest long-term benefit and return on investment.

Please feel free to contact me if additional information or analysis would be helpful as you consider this request.

Respectfully,

Doria Brown, Energy Manager



City of Nashua – Sustainability

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



Preview Order N666 - W8B - SuperCrew AWD - XL: Order Summary Time of Preview: 11/25/2025 11:47:19 Receipt: 11/25/2025

Dealership Name: Grappone Ford

Sales Code : F11300

Dealer Rep.	Nicholas Berner	Type	Fleet	Vehicle Line	P758	Order Code	N666
Customer Name	NASHUA SCHOOL	Priority Code	B1	Model Year	2026	Price Level	615

DESCRIPTION	MSRP	DESCRIPTION	MSRP
W8B0 MAVERICK XL AWD	\$28145	50 STATE EMISSIONS	\$0
.121.0" WHEELBASE	\$0	CONVENTIONAL SPARE TIRE	\$115
TOTAL BASE VEHICLE	\$28145	SIRIUSXM W/360L (3 MOS TRIAL)	\$0
CARBONIZED GRAY METALLIC	\$0	PRICE CONCESSION INDICATOR	\$0
CLOTH	\$0	REMARKS TRAILER	\$0
EBONY	\$0	CONN PKG:1YR INCL W/FORD APP	\$0
EQUIPMENT GROUP 101A	\$2220	SPECIAL DEALER ACCOUNT ADJUSTM	\$0
.XL TRIM	\$0	SPECIAL FLEET ACCOUNT CREDIT	\$0
.17" STEEL WHEEL	\$0	FUEL CHARGE	\$0
.2.5L HYBRID ENGINE	\$0	NET INVOICE FLEET OPTION (B4A)	\$0
.POWER-SPLIT ELECTRIC CVT	\$0	PRICED DORA	\$0
FLR LNRS WITHOUT CARPETED MATS	\$135	ADVERTISING ASSESSMENT	\$0
BEDLINER - SPRAY-IN	\$525	DESTINATION & DELIVERY	\$1695
FORD FLEET SPECIAL ADJUSTMENT	\$0		
PRICE INCLUDES ALL DISCOUNTS AND INCENTIVES AS OF 11.25.25=\$30,044 WITH CAP INSTALLED:\$4,363 TOTAL FOR PER UNIT:\$34,407 QUOTE VALID FOR 30 DAYS			MSRP \$32835 NA \$32835
TOTAL BASE AND OPTIONS			
DISCOUNTS			
TOTAL			

ORDERING FIN: QC713 END USER FIN: QC713

INCENTIVES

Acc. Code ID :10 Contract/Ref # :36-572T Bid Date :11/13/25State : NH

DISCOUNTS:

\$-1000.00

Customer Name:
Customer Address:

Customer Email:

Customer Phone:

Customer Signature

Date

This order has not been submitted to the order bank.

This is not an invoice.



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FORD FLEET SPECIAL ADJUSTMENT	\$0		

TOTAL BASE AND OPTIONS
DISCOUNTS
TOTAL

PRICE INCLUDES ALL DISCOUNTS AND
INCENTIVES AS OF 11.25.25=\$30,044
WITH CAP INSTALLED:\$4,363
TOTAL FOR PER UNIT:\$34,407
QUOTE VALID FOR 30 DAYS

MSRP
\$32835
NA
~~\$32835~~

ORDERING FIN: QC713 END USER FIN: QC713

INCENTIVES

Acc. Code ID :10 Contract/Ref # :36-572T Bid Date :11/13/25State : NH

DISCOUNTS:
\$-1000.00

Customer Name:
Customer Address:

Customer Email:
Customer Phone:

Customer Signature

Date

*This order has not been submitted to the order bank.
This is not an invoice.*



Sales Quote

01 December 2025

Q-245663

Sold To:
Nashua School District
38 Riverside Street
Nashua NH 03062
USA

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

Salesperson: Kori Thomas

Your Reference:
 Bill-to Customer No.: C34690
 Bill-to Customer Email: LessardC@nashua.edu

Vehicles					
Vehicle ID	VIN	Tag	Year	Stock/Unit Number	Make/Model
					/

Details				
No.	Description	QTY	Unit Price	Line Total
	FRONT OF VEHICLE		0.00	
MPS63U-AGW	TRI COLOR,18-LED,AMBER/GREEN/W "IN GRILL NO AMBER"	2	161.20	322.40
MPSM6-GRL1	MPSM6-GRL1 MicroPulse Grille Brackets - Pair	1	26.65	26.65
	SIDE OF VEHICLE		0.00	
	REAR OF VEHICLE		0.00	
MPS63U-AGW	TRI COLOR,18-LED,AMBER/GREEN/W "IN REAR CAP WINDOW"	2	161.20	322.40
MPSM6-LB	KIT,L-BRKT,SINGLE HD,MS6	2	13.65	27.30
FHL-TAIL	FLASHER,REAR,ALTERNATING	1	96.85	96.85
	INTERIOR LIGHTING		0.00	
COMINT5-W	Commander 5" Interior Light "IN CAP WITH SWITCH"	2	31.85	63.70
	LIGHT BAR SYSTEM		0.00	
ALGT45	Federal Signal 45" ALLEGIANT ALGT45, Lightbar, 18 DUAL color LED modules, takedowns, alleys, FSJOIN	1	2,008.50	2,008.50
OBDMOD16	FSDirect™ Control Module	1	292.50	292.50
CNTRLR-6B	CNTRLR,CONV,LBAR,6BTN	1	290.55	290.55
	ELECTRONICS		0.00	
CUSTOMER ITEM	CUSTOMER RADIO	1	275.00	275.00

Sales Quote Q-245663

01 December 2025

Page 2 / 2

NMOKHFUD25	Larsen Mobile Antenna 0-6000 MHz 3 4 Mount Antenna	1	35.00	35.00
ROOF-FT-NITI-M	Flexi-whip mast only, field or factory tuned from 136 MHz-1 GHz	1	65.00	65.00
CUSTOMER ITEM	CUSTOMER PORTABLE CHARGER "CONSOLE AREA WIRED IGNITION"	1	115.00	115.00
CUSTOMER ITEM	CUSTOMER PORTABLE CHARGER "REAR GATE DRIVER'S SIDE WIRED IGNITION"	1	115.00	115.00
	MISCELLANEOUS		0.00	
SHOP SUPPLY	Shop Supply	1	295.00	295.00
LABOR-INSTALLATION	Installation	1	1,440.00	1,440.00

Subtotal: 5,790.85**Total Tax: 0.00****Total: 5,790.85**

Amount Subject to Sales Tax 0.00
Amount Exempt from Sales Tax 5,790.85

[Click Here to Pay](#)**Terms and Conditions,**

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

Cancellation of Order

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

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

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



City of Nashua

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

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

January 14, 2026
Memo #26-123

TO: Mayor Donchess
Finance Committee

SUBJECT: Postage machine lease in the amount not to exceed \$4,571.40 funded from General Fund/ 55- Other Services

Please see attached communications from Jennifer McCormack, Director of Nashua Public Library, dated January 8, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Lease and maintenance agreement for a new postage machine
Value: \$4,571.40
Department: 179 Library
Vendor: Pitney Bowes, Inc.
Fund: General Fund/ 55- Other Services
Term: 5 years

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

Nashua Public Library and the Purchasing Department respectfully request your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: J McCormack
T Cummings

Jim Donchess

Mayor • City of Nashua

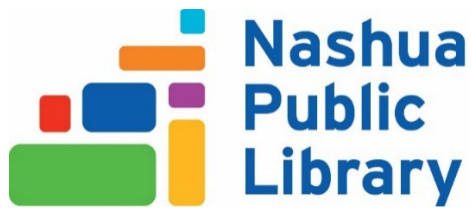
To: Board of Aldermen
From: Mayor Jim Donchess
Date: January 14, 2026
Re: Multi-Year Contract Award – Postage Machine Lease

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

The Finance Committee has approved and placed on file the notification of the award of the referenced contract at the January 21, 2026 meeting and as such I am requesting the full Board of Alderman approve the following contract:

Item: Lease and maintenance agreement for a postage machine at the
Nashua Public Library
Value: \$4,571.40
Vendor: Pitney Bowes, Inc.
Purchasing Memo#: 26-123 dated January 14, 2026
Contract Term: 5 years

Thank you.



January 8, 2026

To: Jim Donchess, Mayor
From: Jennifer McCormack, Director
RE: Toshiba multifunction lease

Mayor Donchess:

The library is entering into a 5-year lease and maintenance agreement with Pitney Bowes for a new postage meter to be used for our Books by Mail service. The total cost of this contract is \$ 4571.40 to be paid in 20 quarterly installments of \$228.57, to be paid from the library's regular budget. Delivery of the new machine is expected as soon as the agreement is signed.

Sincerely,

A handwritten signature in black ink, appearing to read "Jennifer McCormack". The signature is fluid and cursive, written over a light blue horizontal line.

Jennifer McCormack, Library Director



NASPO ValuePoint FMV Lease Agreement (Option C)

--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee	Tax ID # (FEIN/TIN)
NASHUA PUBLIC LIBRARY	026000581

Sold-To: Address
2 COURT ST, NASHUA, NH, 03060-3475, US

Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #
Ann Surwell	6035894623	0016963471

Bill-To: Address
2 COURT ST, NASHUA, NH, 03060-3475, US

Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Ann Surwell	6035894623	0016963471	ann.surwell@nashualibrary.org

Ship-To: Address
2 COURT ST, NASHUA, NH, 03060-3475, US

Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #
Ann Surwell	6035894623	0016963471

PO #
.

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROC SERIES4	SendPro C Series - Version 4
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C425	SendPro C425
1	CAAB	Basic Cost Accounting
1	COVER-SPC	Protective Dust Cover - SendPro C
	F90I	Basic Installation and Training
1	F9PG2	PowerGuard LE Service Package
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series

1	MP81	C Series Integrated Scale
1	MP8110	SendPro C Series Scale Upgrade
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	SP2RL	Return Lbl/Inst SendPro C C200-C300-C400
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWM	10lb/5kg Weighing Option for MP81

If any green products: The equipment covered by this Agreement includes remanufactured products that have gone through our factory certification testing process.

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 76.19	\$ 228.57

**Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.*

- ☐ Tax Exempt Certificate Attached
 ☐ Tax Exempt Certificate Not Required

☐ Purchase Power[®] transaction fees included
 ☒ Purchase Power[®] transaction fees extra

State/Entity's Contract#

Date _____

PBGFS Acceptance



City of Nashua

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

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

January 14, 2026
Memo #26-124

TO: Mayor Donchess
Finance Committee

SUBJECT: Hydropower Engineering Change Order #4 in the amount not to exceed \$239,300 funded from Capital Improvements/ 53- Professional & Technical Services

Please see attached communications from Deb Chisholm, Sustainability Manager, dated January 13, 2026 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Professional engineering services for 30% to final design of the upstream fish passage, construction cost estimates and permitting support
Value: \$239,300
To Date: 691,790
Department: 170 Hydroelectric Operations
Vendor: Verdantas LLC
Fund: Capital Improvements/53-Professional & Technical Services

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

Community Services Division: Sustainability Department, and the Purchasing Department respectfully request your approval of this contract.

Regards,

Amy Girard
Purchasing Manager

Cc: D Chisholm
T Cummings

City of Nashua
Community Development Division
City Hall, 229 Main Street, PO Box 2019
Nashua, New Hampshire 03061-2019

Community Development	589-3095
Planning and Zoning	589-3090
Building Safety	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Transportation Department	880-0100
Sustainability	589-3092
FAX	589-3119
www.nashuanh.gov	

Date: January 13, 2026

To: Amy Girard, Purchasing Manager

From: Deb Chisholm, Sustainability Department Manager

Re: Verdantas Contract Change Order #4

The City has engaged an engineering firm, Verdantas, to assist the City with addressing the stipulations and terms and conditions relative to the relicensing of the Mine Falls Hydroelectric Facility and the exemption amendment granted for the Jackson Mills Hydroelectric Facility as part of the turbine upgrade project.

This change order supports additional scope for the contract that includes 30% to final design of the upstream fish passage as well as construction cost estimates and permitting support at Jackson Mills. The upstream and downstream work for the Jackson Mills fish passage will be combined into one project to be executed at the same time, providing efficiencies in scheduling as well as cost savings.

The increased costs from this Change Order 4 in the amount of \$239,300 will increase the Verdantas contract amount from \$691,790 to \$931,090 and extend the contract to May 31, 2027.

Attachment: Change Order 4
Verdantas proposal

Project Title Jackson Mills Downstream Fish Passage Design
Contractor Verdantas
Project Engineer Greg Allen
Purchase Order 194106
Change Order 4
Prepared By Deb Chisholm
Today's Date 1/13/2026



Classification

	ADD/DELETE
☒	INCREASE IN WORK SCOPE/SCHEDULE
	LOST TIME or STANDBY
	OTHER

Description

Upstream fish passage design from 30% to final design including bidding and pre-construction support and engineering services during construction. This scope includes combining the downstream and upstream passage into one (1) project to provide cost and time efficiencies. See attached proposal.

Reason for Change

The existing contract only includes funds for conceptual design in order to allow for a more accurate cost estimate once a preferred alternative for downstream fish passage was selected.

Schedule Impact

The period of performance for the existing contract will be extended until May 31, 2027.

Cost of Change

Total	\$	239,300.00
Original PO	\$	208,100.00
CO1	\$	5,320.00
CO2	\$	41,700.00
CO3	\$	436,670.00
CO4		
Current Contract Amount including the above change	\$	931,090.00

Approvals

Verdantas _____	Date _____
printed name: _____	
City of Nashua _____	Date _____
printed name: Jim Donchess - Mayor _____	

December 24, 2025

Via E-mail

Ms. Deb Chisholm
Sustainability Department Manager
City of Nashua
603.589.3092
ChisholmD@NashuaNH.gov

Proposal – Jackson Mills Upstream Fish Passage Design

Dear Ms. Chisholm,

Verdantas is pleased to submit this proposal to the City of Nashua (City) to provide upstream fish passage design for the Jackson Mills Hydropower Project. The City has elected to advance the single Denil fish ladder upgrades alternative to final design under the City's Fish Passage Improvement Plan for Jackson Mills, and the Agencies concurred with this approach at an alternatives review meeting on November 25, 2025.

This proposal therefore includes Verdantas' support to finalize the design of Denil ladder improvements aligned with existing efforts for design of downstream passage in a revised, combined schedule authorized by the City and Agencies.

Specifically, this proposal includes the following:

- Review of existing fish ladder design documents,
- Verification of fish passage and hydraulic design criteria,
- CFD modeling to evaluate and refine flow conditions in the ladder and around the tailrace entrance,
- Preliminary 30% design,
- 90% and final design,
- Combining designs at each milestone so each design deliverable fully integrates both upstream and downstream passage features for construction,
- Additional project management and meetings to address upstream passage,
- Fulfillment of the FERC's request for independent inspection of the decommissioned mill, and
- Additional support for construction permitting and FERC authorization.

As noted in the downstream design proposal, additional support for construction bidding and engineering services during construction have not been included but can be addressed as a separate proposal at the City's request.

Selected Upstream Passage Alternative

Verdantas completed comprehensive alternatives analyses and will advance the design of improving the existing Denil fish ladder authorized by the City and Agencies. Features of the existing fish ladder are shown in Figure 1.

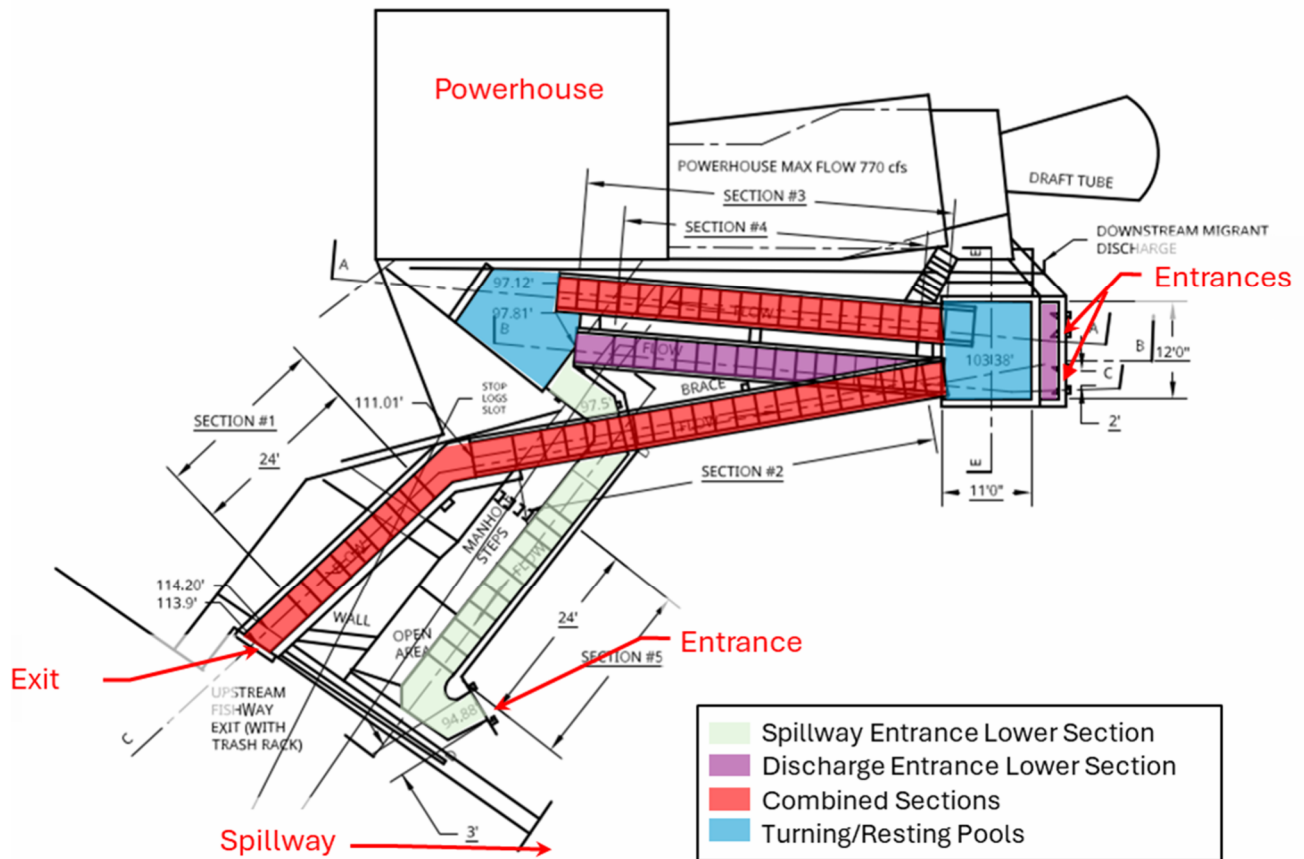


Figure 1: Existing Denil Fish Ladder Features

The selected alternative for design of upstream fish passage improvements shown in Figure 2 will include the following key features:

- Cofferdams to safely isolate and access respective work areas
- A temporary access road into the tailrace for construction
- Evaluate existing Denil baffles for potential modifications to improve hydraulic conditions for fish passage
- Replace all wooden channel sections, at a minimum, with steel or reinforced concrete channels
- Demolish the existing concrete turning pool and entrance gallery structure; replace with a longer structure that increases the energy dissipation factor (EDF) and improves hydraulic conditions
 - Includes a flow training wall and chamfered corners, a single gallery entrance with an automated gate, and improvements to the auxiliary water supply (AWS) system
- Permanently close one entrance and install automated gates at the remaining two entrances
- Lower the invert of the existing ladder exit and design an isolation gate
- Design a new water diffusion system for the AWS in the wedge-shaped turning pool and the new entrance gallery

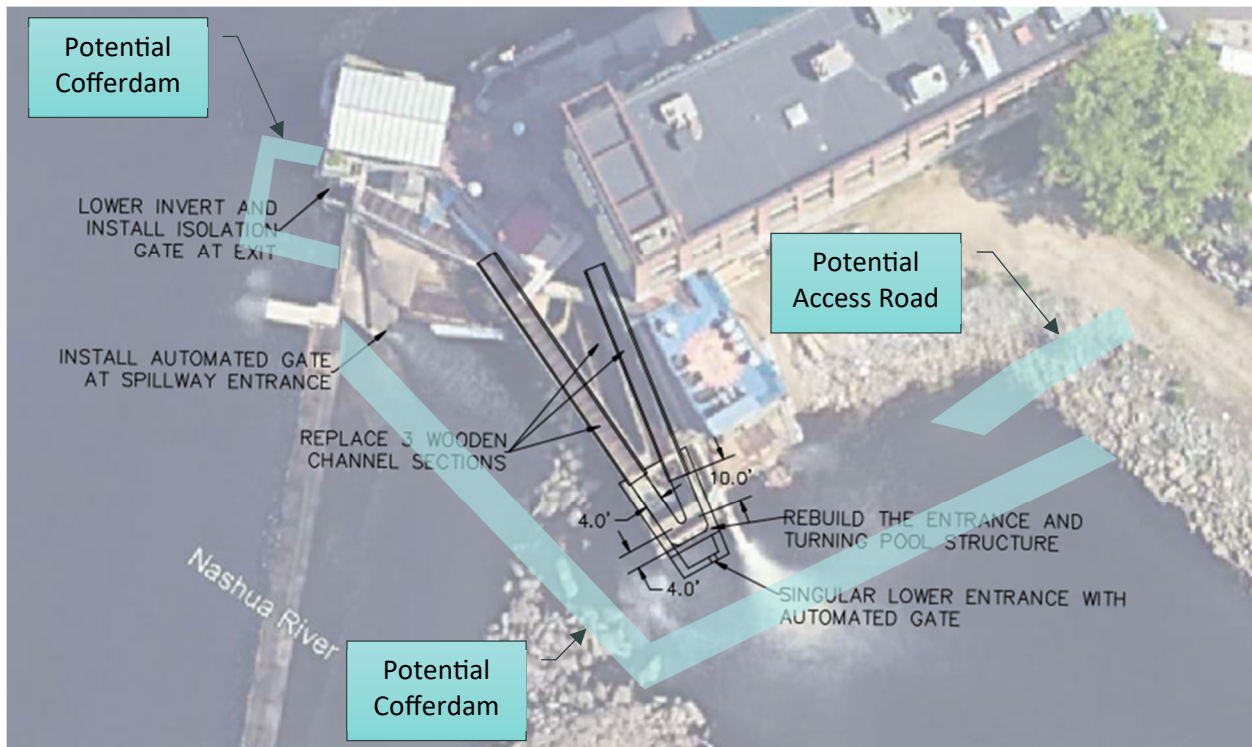


Figure 2 – Selected Upstream Passage Alternative, Existing Denil Upgrades

Project Team

Verdantas will retain the highly qualified Project Team assembled for downstream passage design, including the permitting and cost estimating subcontractors previously selected. Verdantas has added Lead Hydraulic Engineer Mr. Ben Mater, Ph.D., P.E. to the Project Team to provide hydraulic expertise and CFD modeling expected to refine hydraulic conditions as further described in this Scope of Services.

Scope of Services

Verdantas will develop the selected upstream passage design alternative and combine all design deliverables with those already authorized for downstream passage design under Change Order 3. The modified and combined milestone schedule accepted by the City and Agencies is reflected in Table 2.

Engineering Design Approach

Verdantas engineering staff will perform necessary reviews of existing documents and data, analyses, and calculations to prepare a complete design package suitable for construction. The design approach and key aspects of the design scope for each discipline are described below.

Hydraulic Design & CFD Modeling

Verdantas will perform hydraulic design of the upstream Denil fishway with necessary hydraulic calculations. The hydraulic design will verify sufficiency of existing Denil fishway geometry for the target flows and volume of fish during migration periods to guide whether any additional portions other than

those shown in Figure 1 will require modification. Hydraulic conditions such as velocity, depth, and flow volume will be guided by the U.S. Fish and Wildlife Service guidelines (USFWS 2019).

Key Design Tasks

- Verify fish passage criteria for the design including head pond and tailwater elevations, corresponding river flows, and fishway flow requirements
- Review and evaluate the existing upstream passage structures against regulatory guidelines
- Determine sizing and configurations of new entrance gates for attraction jets and passage criteria
- Investigate and optimize attraction jet efficacy within tailrace using CFD modeling
- Determine sizing and configuration of entrance structure for streamlined flow conditions
- Evaluate upper ladder exit channel hydraulics and adjust geometry to improve hydraulics to meet passage criteria
- Evaluate lower turning pool hydraulics and optimize flow distribution to lower ladder reaches using CFD modeling
- Determine sizing and configuration of upper turning pool structure for streamline flow conditions and sufficient energy dissipation

Civil/Structural Design

The civil and structural engineering design team will review existing documentation for the fish ladder and coordinate with other disciplines to determine required improvements.

Civil and structural engineering staff will provide the following services:

- Determine structural requirements for ladder upgrades
- Determine applicable codes, design criteria, and loading
- Review and evaluate the existing upstream passage structures
- Participate in milestone review meetings with agencies and stakeholders
- Sizing and material selection of key civil/structural elements
- Develop civil/structural plans and performance criteria for civil/structural design elements
- Provide input to On Point for estimation of key civil/structural items

Key Design Tasks

- Review drawings and available information for the existing ladder segments, pools, supports, entrances, anchorage, and gate structures
- Develop base drawings of existing conditions
- Develop demolition details for the new entrance and fish ladder segments, pools, and supports
- Perform civil design of the following:
 - Site civil design for the temporary construction access roadway
 - Erosion control and dewatering measures
- Perform structural design of the following elements with supporting calculations:
 - New reinforced concrete ladder channels and pools as required with support structures
 - New gated entrance structures and supports
 - New pipe supports
- Provide design criteria for the cofferdams to be designed by the construction contractor

Mechanical Design

The mechanical engineering team will support the civil/structural team with selection of new gates and actuators, as needed, and review new structure geometries relative to the new downstream bypass piping

and supports to ensure there are no conflicts. Verdantas has conservatively assumed the AWS pipe may need to be fully replaced to accommodate changes in bypass pipe geometry and/or needed modifications to flow volume or discharge into the ladder for consistent attraction of upstream migrants.

Key Design Tasks

- Review drawings and available information for the existing fish ladder mechanical components
- Review new fish ladder designs for potential conflicts with new downstream bypass piping
- Design new AWS pipe sizing, route, and material as needed
- Provide general arrangement and performance specifications for the gates

Electrical Design

The electrical engineering design team will review and utilize existing infrastructure for power and operability of new equipment associated with replacement gates and flow control devices.

Electrical engineering staff will provide the following services:

- Conduct a site visit to review existing electrical distribution for capacity
- Determine electrical requirements for gates, flow control devices, and instrumentation as needed
- Determine applicable electrical codes and design criteria
- Support electrical requirements for new equipment selections
- Provide input so the construction consultant can estimate the electrical scope of work

Key Design Tasks

- Review drawings and available information for the existing fish ladder electrical components
- Develop demolition details for existing electrical infrastructure if reuse is not feasible
- Perform electrical design of the following elements:
 - Pool and/or ladder segment water level instrumentation
 - Conduit routing for new gates/operators and level sensors

Controls & Automation Design

The controls and automation team will develop equipment specifications and controls design for new instrumentation and gate actuators. Verdantas assumes that the existing Allen Bradley PLC has adequate spare input and output (“I/O”) points from reviewing of the As-built drawings provided by the City. The required spare I/O points will be utilized for new entrance gates and instrumentation.

Key Design Tasks

- Design of Controls & Automation for:
 - (3) New ladder water level and/or flow instruments requiring (3) analog inputs
 - (3) Gates/operators requiring (6) outputs for Open/Close commands, (6) inputs for Open/Close status, (3) inputs for Faults
- Develop an Instrumentation Specification for:
 - (3) Water level pressure transmitters and/or flow meters
- Cloud existing I/O drawings with new required instrumentation and control. Where *.dwg drawing files are not available, the new I/O points will be edited and shown in pdf format only. New PLC drawing creation is not included.
- Update existing PLC field wiring drawings related to new instrumentation

Anticipated Drawings

Verdantas has included design and CAD drafting efforts to develop up to 21 new drawing sheets added to the downstream passage design set. Anticipated drawing type, feature set, and sheet are provided in Table 1. Rows shaded in green identify sheets already assumed in the downstream passage design scope that will be modified to include upstream passage features.

Table 1. Anticipated Drawing List

Type	Drawing Set & Sheets	# New Sheets
General & Demo	General	2
	Cover Sheet, Location Map, Vicinity Map	
	Drawing List and General Notes	
	Site Access, Construction Limits, and Survey Control	
	Staging Areas, Erosion Control, and Dewatering Plan	
	Erosion Control and Dewatering Details	
	Demolition	3
	General Demolition Plan	
	Demolition Sections	
	Demolition Details	
Civil	Civil	4
	Overall Site Plan	
	General/Enlarged Arrangement Plan	
	General Arrangement Sections	
	Access Road Plan and Profile	
	Access Road Sections	
	Civil Standard Details	
	Standard Details	2
Structural	Structural	6
	Plans	
	Sections	
	Details	
	Pipe Support Details	
Mechanical	Entrance and Flow Control	2
	Pipe Plan and Profile	
	Pipe Details	
	Flow Control Devices and Gates	
Electrical & Controls	General	1
	Schedules, Symbols, Notes	
	Specifications	
	Electrical	1
	Demolition Drawing	
	One-line Diagram & Panelboard Schedule	
	Site Plan	
	Standard Details & Elevations	
	Controls	0
	Instrument Location Plan	
	Conduit & Wire Schedule	
	Field Device Instrument List	

Design Assumptions

The following design assumptions amend or are in addition to those included in the downstream passage design proposal authorized under Change Order 3. All other assumptions listed for the downstream passage scope therefore apply to upstream passage design.

- New infrastructure to collect and pass debris from the fish ladder is not included but can be added to the design scope upon the City's request
- Piping drawings will be consolidated for bypass and AWS pipes
- The existing electrical service has capacity to accommodate the new/renovated equipment anticipated for the scope of this work, which will be confirmed by an electrical site visit
- Site visits by mechanical and controls & automation design teams are not required

Task 100. Project Management and Meetings

This task includes routine project administration, such as project cost and schedule tracking, and project communications and meetings. Verdantas will consolidate project management activities and design meetings as much as possible to cover both downstream and upstream passage design. However, limited additional budget has been included in this task to address the added scope of fish ladder improvements and to coordinate with the design team on consolidation of deliverables as needed to facilitate construction of all design features.

Task 200. Agency Consultation

Verdantas has allocated budget for one additional virtual review meeting of up to 4 hours with the Agencies assumed to occur between the combined 30% and 90% design submittals. This additional meeting may be desirable to discuss detailed topics specific to upstream passage design and to update the City and Agencies on respective progress.

Agency review meetings already scoped for downstream passage design are otherwise assumed to be adequate in number and duration to incorporate upstream passage design.

Task 300. Structural Inspections & Assessments

Verdantas assumed under the downstream design scope performing camera and ROV inspections of the upstream side of the intakes and a general reconnaissance site visit by a member of the structural engineering staff. However, Verdantas has been requested to perform a more thorough inspection and stability analysis review in accordance with the directives in Comment #1 of the FERC's letter dated November 16, 2022, summarized as follows:

- Complete an inspection of the former powerhouse structure by an Independent Professional Engineer with at least 10 years of experience inspecting similar structures.
- Review structural computations under applicable loading conditions.
- Prepare a report that includes recommendations for maintenance measures and any additional investigations, findings of the structural computations review, expected service life, and a statement that the features are safe for continued service.

Follow-up inspections, if recommended or necessitated by access limitations, have not been included in this Scope of Services but can be incorporated at the City's request once their scope is known.

A member of the Verdantas fish passage engineering team already performed an initial camera inspection of the intake structures and easily accessible powerhouse areas under separate budget. Verdantas therefore proposes to fully revise the original scope of this task under downstream passage design authorized by Change Order 3 as follows to provide initial inspection addressing FERC directives and to conduct condition assessment of the existing fish ladder. The price for this task listed in Table 3 and Table 4 fully consumes the previously proposed budget and therefore represents the increase in budget required to complete the following.

Decommissioned Mill Inspection & Review of Stability Analysis Calculations

This task includes structural inspection of the decommissioned powerhouse and corresponding dam. The inspection will be led by Mark Graeser, P.E., Structural Engineering Lead, who fulfills the experience requirements described in the December 2022 letter from the FERC's New York Regional Office. Mark will be accompanied by another Verdantas structural team member, a licensed professional engineer, and receive support from Verdantas survey/scanning. The inspection will be limited to what can be safely accessed and may be a two-phase effort depending on findings and identified need for closer observation or further coordination to gain safe access to specific areas.

Prior to the site visit, Verdantas will review existing facility documentation, coordinate target areas for inspection, and prepare base drawings to facilitate note-taking and observations. Following the field inspection and site survey/scanning, Verdantas will summarize the results, key findings, and recommendations in a technical memorandum.

Additionally, Verdantas will review the current structural stability analysis calculations of record for the decommissioned powerhouse and dam. This review will verify assumptions, check the analysis approach, and compare the analysis to current conditions. Key findings and recommendations from the review of stability analysis calculations will also be summarized in the technical memorandum. Whether new stability analysis, or any portion thereof, is required or may be directed by the FERC as a result of reviewing the Verdantas technical memorandum is not yet known and has therefore been excluded from this Scope of Services.

Fish Ladder Condition Assessment

The adequacy of existing concrete structures must be carefully examined for design of new ladder segment connections, flow and migrating fish volumes, and longevity. Verdantas recommends conducting a thorough condition assessment on site to verify the features intended to be reused are suitable for the overall design of improvements and long-term performance.

Two members of the structural engineering design team will conduct the condition assessment in the same site visit as proposed to inspect accessible areas of the decommissioned powerhouse. Verdantas will subsequently prepare a technical memorandum describing the findings with recommendations regarding reuse of existing ladder infrastructure.

The price for this task therefore includes only the time to prepare and submit the technical memorandum summarizing Verdantas' assessment findings and recommendations.

Task 400. Geotechnical Evaluation

Geotechnical Evaluation and Documentation

The Geotechnical Engineering staff will evaluate existing conditions and review earthen cofferdam design and construction for the recently completed powerhouse upgrades to provide design recommendations, details, and specifications to the design team as needed for development of comprehensive design criteria for the proposed fish ladder cofferdams. Verdantas has retained and proposed reallocating \$9,000 from the one-day boring program budget that was included for downstream passage but is no longer required. Since this available budget is adequate to this task for upstream passage cofferdam design criteria, no new budget is proposed in Table 3.

Task 500. Development of 30% Design

The 30% design submittal will include hydraulic design of fish ladder entrances, pools, and replacement channels and primary plans and sections showing structures and AWS piping layouts with preliminary sizing. Drawing sheets will consolidate features as much as practicable as reflected in Table 1.

The submittal will also include a comprehensive list of specifications addressing all upstream and downstream passage preliminary design components. The design drawings and specifications list will be submitted to the City and Agencies for review and comment. Feedback will be incorporated into the 90% design revision.

Task 600. Development of 90% Design

Verdantas will develop 90% design drawings and specifications of the fish passage facilities. The 90% deliverables will combine downstream and upstream fish passage design features and reflect near-finalized civil, structural, mechanical, electrical, and controls & automation designs. The 90% design will conceptualize final details required to issue the deliverables for construction. Verdantas will submit the drawings and specifications to the City and Agencies for review and comment, and feedback received will be incorporated into final design.

Task 700. Final Design

Verdantas will prepare final design documents for construction addressing all comments received from Agencies and the City on the 90% design submittal. Verdantas anticipates that the design deliverables will initially be issued for FERC review and comment and will only be labeled as Issued for Construction upon receipt of FERC authorization to proceed. Final design has been assumed to combine with downstream passage design for one comprehensive design submittal to consolidate all coordination and application efforts needed to obtain applicable permits and authorizations for construction.

The final deliverables will include drawings, specifications, and technical memorandum suitable for construction with each deliverable consolidating downstream and upstream fish passage designs. The Issued for Construction deliverables will be sealed by a registered Professional Engineer in the State of New Hampshire.

Task 800. Opinion of Probable Construction Costs and Schedule

On Point will add upstream passage components into the cost opinions scoped for downstream passage under Change Order 3. Additional budget has been included in this Scope of Services to estimate construction costs for upstream passage elements and incorporate them into the same deliverable with downstream passage at each design milestone. Cost estimates will clearly delineate the construction activities associated with each passage direction but will be described and detailed in the same cost opinion report. Construction will be assumed to occur in one season.

Task 900. Permitting Support

Verdantas assumes that final design deliverables will consolidate downstream and upstream fish passage designs such that no additional permits or authorizations will be required beyond those assumed for downstream passage. Verdantas has therefore included limited additional funds to augment application writeups and coordination efforts on a slightly extended timeline to envelop construction requirements specific to the final upstream fish passage design. Submission of all permit applications or requests for authorization to proceed for combined downstream and upstream passage construction scope and any follow-up coordination are assumed not extend beyond the second quarter of 2027.

This approach is considered the most cost-effective for the City. Should the City, Agencies, or the FERC require bifurcation of the downstream and upstream fish passage efforts for design and/or construction, reevaluation of the level of effort for permitting support will be required.

Deliverables

Only one fully integrated version of each deliverable will be transmitted combining upstream and downstream fish passage design elements.

Client & Design Review Meetings

- PowerPoint presentation slides as needed
- Agendas & summary notes (design review meetings)

30% Design

- Drawings
- List of Specifications
- Class 4 Construction Cost Estimate
- ***Downstream and upstream fish passage designs will be fully integrated for this and subsequent milestone deliverables***

90% Design

- Drawings
- Specifications
- Technical Memorandum
- Class 2 Construction Cost Estimate

Final Design (Issued for Bid or Issued for FERC Review)

- Drawings
- Specifications
- Technical Memorandum
- Class 2 Construction Cost Estimate

Permits & Authorizations

- Permitting applications, submittals (including QCIP for FERC), and key correspondence
- Permits/authorizations obtained for construction
- Summary table of permits, authorizations, consultations, and/or construction requirements

Schedule

The proposed schedule for Verdantas to complete this Scope of Services is provided in Table 2. Note that the downstream design milestones are repeated in this table to highlight overall changes as approved by the City and Agencies and reflect integrated design and permitting efforts.

Table 2. Jackson Mills Consolidated Fish Passage Design Schedule

Milestone	Prior Date	New Date
Upstream Passage Design Contract Executed – Combined Design Efforts Commence	10/24/2025	1/15/2026
Additional Field Data Collection Powerhouse Condition Assessment		1/12-1/15/2026, weather permitting
30% Design		
30% Design Submittal	12/12/2025	3/12/2026
30% Design Review Meeting	12/19/2025	3/26/2026
Agency comments received (within 3 weeks)	1/9/2026	4/9/2026
90% Design		
90% Design Submittal	4/30/2026	8/27/2026
90% Design Review Meeting	5/14/2026	9/10/2026
Agency comments received (within 3 weeks)	5/21/2026	9/24/2026
Final Design		
Final Design Submittal	6/18/2026	11/5/2026
Permit Applications & Follow-Up Coordination Complete	12/31/2026	5/29/2027

Efforts to coordinate or correspond with permitting entities to facilitate reviews are assumed to end in May 2027. However, there may be extended waiting periods beyond this timeframe before permits and authorizations are received of up to 12 additional months due to authorizing agency workload. Verdantas does not anticipate any work performed by the Project Team during this waiting period.

Price

Verdantas' estimate to complete the Scope of Services is provided in Table 3, and a revised total contract summary is provided in Table 4. Verdantas will invoice monthly on a time-and-materials basis with travel and lodging expenses based on directs or the latest IRS per diem rates.

This estimate is based on the anticipated Scope of Services described above, which represents our present judgment as to the level of effort required. Any substantial scope items not indicated herein are not included and will be handled on an as-needed basis; Verdantas will obtain written authorization prior to initiating work on any out-of-scope items.

Jackson Mills Upstream Fish Passage Design Proposal

Table 3. Jackson Mills Upstream Passage Design Budget

Parent Task & Description	Labor Hours	Labor Cost	Directs	Subs	Subtotals
Task 100 Project Management & Meetings	69	\$15,510			\$15,510
Task 200 Agency Consultation	34	\$7,730			\$7,730
Task 300 Structural Inspections & Assessments	142	\$34,680	\$360		\$35,040
Task 400 Geotechnical Investigation & Evaluation					
Investigation & Testing					
Evaluation & Reporting					
Task 500 30% Design	282	\$56,190			\$56,190
Hydraulic Design & CFD Modeling	158	\$32,840			\$32,840
Civil/Structural Design	102	\$18,950			\$18,950
Mechanical Design	22	\$4,400			\$4,400
Task 600 90% Design	355	\$64,840	\$940		\$65,780
Hydraulic Design & CFD Modeling	66	\$12,600			\$12,600
Civil/Structural Design	186	\$34,240			\$34,240
Mechanical Design	26	\$5,200			\$5,200
Electrical Design	45	\$7,710	\$940		\$8,650
Controls & Automation Design	32	\$5,090			\$5,090
Task 700 Final Design	159	\$29,490			\$29,490
Hydraulic Design					
Civil/Structural Design	104	\$19,180			\$19,180
Mechanical Design	12	\$2,400			\$2,400
Electrical Design	27	\$4,530			\$4,530
Controls & Automation Design	16	\$3,380			\$3,380
Task 800 Construction Cost Estimates				\$20,700	\$20,700
Construction Estimate at 30% Design				\$10,350	\$10,350
Construction Estimate at 90% Design				\$6,900	\$6,900
Construction Estimate at Final Design				\$3,450	\$3,450
Task 900 Permitting Support	8	\$1,960		\$6,900	\$8,860
Totals	1,844	\$210,400	\$1,300	\$27,600	\$239,300

Jackson Mills Upstream Fish Passage Design Proposal

Table 4. Jackson Mills Revised Total Contract Budget

Parent Task & Description	Current Subtotals	Budget Updates	Revised Contract Subtotals
Task 100 Project Management & Meetings	\$31,670	\$15,510	\$47,180
Task 200 Agency Consultation	\$27,010	\$7,730	\$34,740
Task 300 Structural Inspections & Assessments	\$9,700	\$35,040	\$44,740
Task 400 Geotechnical Investigation & Evaluation	\$42,550		\$42,550
Document Investigation, Survey, & Upstream Passage Evaluation (\$15k repurposed)	\$16,450		\$16,450
Evaluation & Reporting	\$26,100		\$26,100
Task 500 30% Design	\$62,730	\$56,190	\$118,920
Hydraulic Design & CFD Modeling	\$7,260	\$32,840	\$40,100
Civil/Structural Design	\$47,870	\$18,950	\$66,820
Mechanical Design	\$7,600	\$4,400	\$12,000
Task 600 90% Design	\$101,040	\$65,780	\$166,820
Hydraulic Design & CFD Modeling	\$2,480	\$12,600	\$18,380
Civil/Structural Design	\$75,760	\$34,240	\$110,000
Mechanical Design	\$6,800	\$5,200	\$12,000
Electrical Design	\$7,870	\$8,650	\$16,520
Controls & Automation Design	\$4,830	\$5,090	\$9,920
Task 700 Final Design	\$64,700	\$29,490	\$94,190
Hydraulic Design	\$1,490		\$1,490
Civil/Structural Design	\$50,620	\$19,180	\$69,800
Mechanical Design	\$4,400	\$2,400	\$6,800
Electrical Design	\$5,200	\$4,530	\$9,730
Controls & Automation Design	\$2,990	\$3,380	\$6,370
Task 800 Construction Cost Estimates	\$53,670	\$20,700	\$74,370
Construction Estimate at 30% Design	\$29,710	\$10,350	\$400,60
Construction Estimate at 90% Design	\$14,280	\$6,900	\$21,180
Construction Estimate at Final Design	\$9,680	\$3,450	\$13,130
Task 900 Permitting Support	\$43,600	\$8,860	\$52,460
Totals	\$436,670	\$239,300	\$675,970

Assumptions made in preparation of the Scope of Work and Price:

- Project authorization by January 15, 2026,
- Invoices will be submitted monthly,
- Prices valid for 90 days following issuance,
- Payment terms: net 30 days,
- Project duration: through May 2027,
 - Design duration: through November 2026,
 - Schedule assumes timely receipt of available existing documentation and review comments from the City and Agencies as noted in Table 2,
- The City will provide resumes of key personnel for the QCIP and will correspond with the FERC,
- Bi-weekly design team meetings: January through October 2026,
- Monthly client status meetings through May 2027,
- Agency meetings: 1 additional intermediate between 30% and 90% design submittals,
- Additional Project Management to track and integrate upstream passage, and
- All submittals will be electronic; no hard copies will be provided.

Thank you for the opportunity to support the City of Nashua with comprehensive and efficient design of fish passage improvements for Jackson Mills. Our team is prepared to start work on these tasks as soon as we are authorized. If you have any questions, please feel free to call us at 508-500-6202 or 503-428-4263.

Sincerely,



Gregory Allen, PE
Principal, Senior Consultant
508.500.6202
gallen@verdantas.com



Chelsea Herrera, PE
Senior Consultant
503.428.4263
cherrera@verdantas.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 #26-121

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

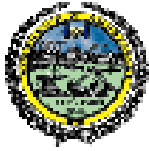
To: Board of Aldermen
From: Mayor Jim Donchess
Date: December 29, 2025
Re: Tax Increment Finance Development Program – Renaissance Park Art Mural

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**.

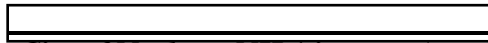
The City of Nashua will pay for work satisfactorily completed and accurately invoiced by Independent Contractor within thirty (30) days from the time of approval by the City of Nashua.

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

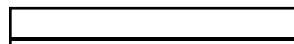
6. NOTICES. All notices, requests, or approvals required or permitted to be given under this contract shall be in writing, shall be sent by hand delivery, overnight carrier, or by United States mail, postage prepaid, and registered or certified, and shall be addressed to:

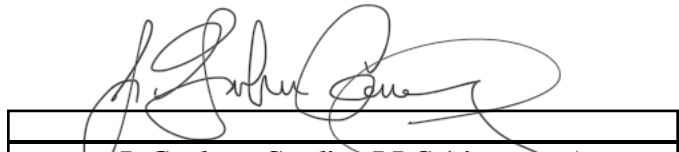
Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or Independent Contractor may change the address or representative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

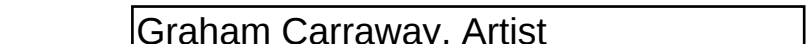
IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.


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)

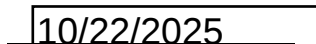

10/22/2025
Date

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

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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.

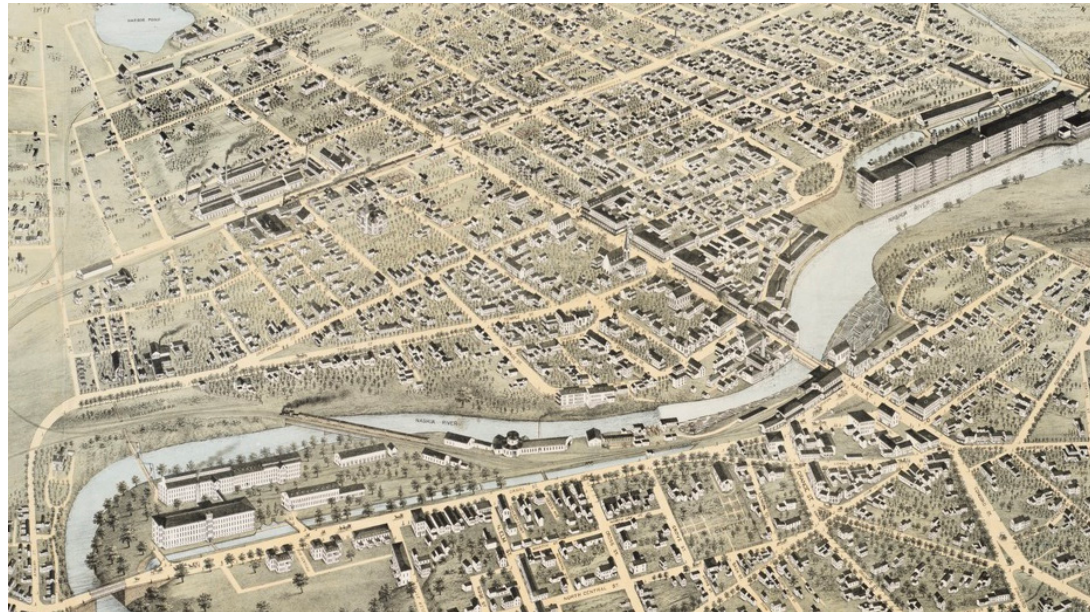
DESIGN CONCEPT



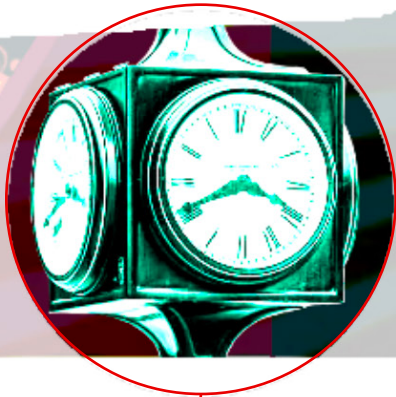
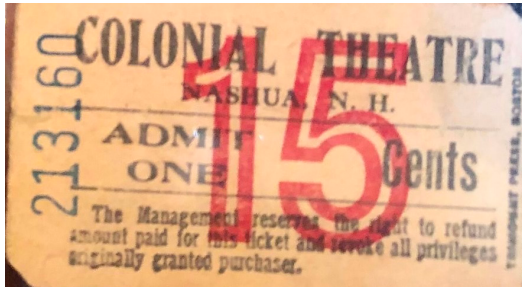
The design presented here is a concept drawing, intended as a reference for the overall composition, color palette, and thematic direction of the mural. During the painting process, the artwork will evolve to include greater detail and depth, blending elements of realism with graphic-styled imagery. 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

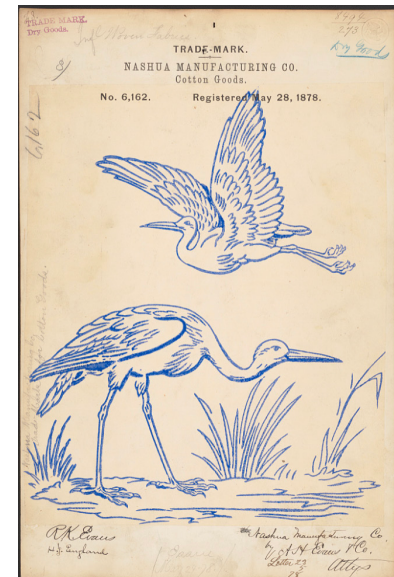
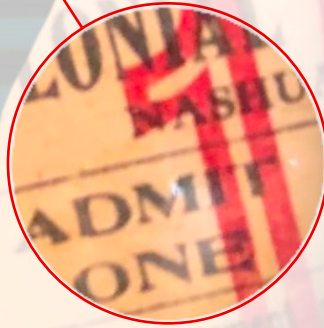
Patterns created with imagery from student workshop



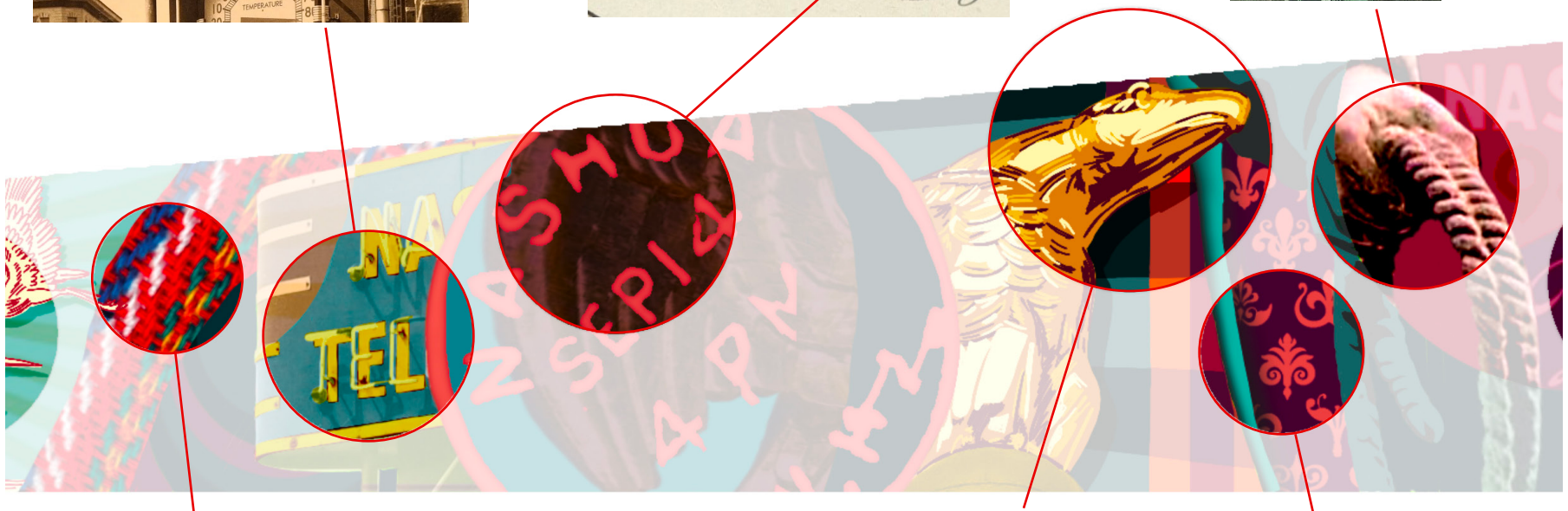
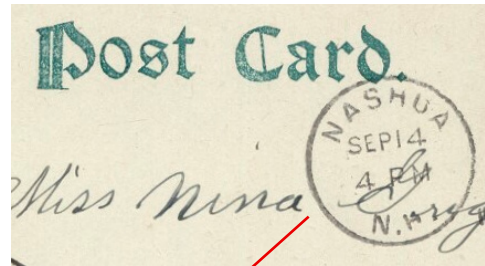
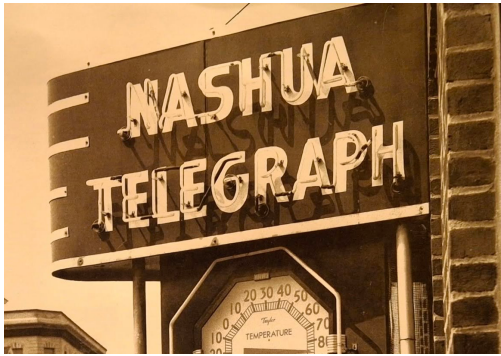
DESIGN CONCEPT



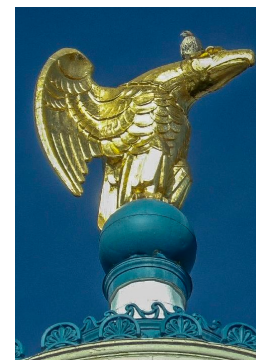
Downtown clocks



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.