

FINANCE COMMITTEE

MARCH 2, 2016

7:00 PM

Aldermanic Chamber

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: John L. Griffin, CFO/Comptroller

Re: Melanson Heath Presentation

- Tabled 2/17/16

From: Dan Kooken, Purchasing Manager

Re: Contract Award for Field Day and Fireworks (Value: \$14,500); Department: 177 Parks and Recreation; Fund: General; Account Classification: 55 Other Services

From: Dan Kooken, Purchasing Manager

Re: School Zone Speed Radar Feedback Signs for Ordinance 0-16-074 (Value: \$19,600); Department: 161 Streets; Fund: General; Account Category: 61 Supplies & Materials

From: Dan Kooken, Purchasing Manager

Re: 2016 Paving Program (Value: \$2,677,902); Department: 161 Street; Fund: General; Activity: Paving Department: 161 Street; Fund: Trust Account Category; 54 Property Services Department: 169 Wastewater; Fund: Wastewater; Activities: Sewer Structures and Sewer Rehab

From: Dan Kooken, Purchasing Manager

Re: Citywide Infiltration Inflow Analysis (Value: \$168,893); Department: 169 Wastewater; Fund: Wastewater; Activity: Inflow and Infiltration

From: Dan Kooken, Purchasing Manager

Re: Biosolids Disposal Contract (Value: \$1,215,000); Department: 169 Wastewater; Fund: Wastewater Account Classification: 54 Property Services

From: Dan Kooken, Purchasing Manager

Re: SCADA Upgrades Design Services (Value: \$188,500); Department: 169 Wastewater; Fund: WERF Account Classification: 81 Capital Outlay/Improvements

From: Dan Kooken, Purchasing Manager

Re: Pump Station Upgrades Design Services (Amendment 1) (Value: \$15,000); Department: 169 Wastewater; Fund: Wastewater; Activity: Pump Station Upgrades

From: Dan Kooken, Purchasing Manager

Re: Steam Boiler Water Treatment Services (Value: \$2,492); Department: 169 Wastewater; Fund: Wastewater; Account Classification: 54 Property Services

From: Dan Kooken, Purchasing Manager

Re: Installation of Flow Meter (Value: \$15,860); Department: 169 Wastewater; Fund: WERF Account Classification: 81 Buildings & Improvements

From: Dan Kooken, Purchasing Manager

Re: Roof Replacement (Value: \$25,723); Department: 169 Wastewater; Fund: WERF Account Classification: 81 Capital Outlay/Improvements

UNFINISHED BUSINESS – None

NEW BUSINESS – None

DISCUSSION

RECORD OF EXPENDITURES

PUBLIC COMMENT

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT



City of Nashua
Office of the Chief Financial Officer
229 Main Street - Nashua, NH 03060

(603) 589-3171
Fax (603) 589-3233

TO: Members of the Board of Aldermen
FROM:  John L. Griffin, CFO/Comptroller
DATE: February 11, 2016
RE: Melanson Heath Presentation – February 17, 2016

The purpose of this communication is to inform you that Mayor Donchess has scheduled a presentation by Melanson Heath on Wednesday February 17, 2016 at 7:00 PM in the Aldermanic Chambers. This presentation will be the first agenda item for the Finance Committee that evening.

Mr. Scott McIntire, Partner at Melanson Heath, will review the results of the FY2015 Annual Audit as well as the attached Governance Letter. It would be most helpful if you bring the recently distributed FY2015 Comprehensive Annual Financial Report with you to the presentation as Mr. McIntire will refer to the report during his presentation.

City of Nashua, New Hampshire
229 Main Street
Nashua, New Hampshire 03061

Additional Offices:
Andover, MA
Greenfield, MA
Manchester, NH
Ellsworth, ME

Dear Honorable Mayor and Board of Aldermen:

We have audited the financial statements of the City of Nashua, New Hampshire as of and for the year ended June 30, 2015 and have issued our report thereon dated December 30, 2015. Professional standards require that we advise you of the following matters relating to our audit.

Our Responsibility in Relation to the Financial Statement Audit

As communicated in our engagement letter, our responsibility, as described by professional standards, is to form and express an opinion about whether the financial statements that have been prepared by management with your oversight are presented fairly, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your respective responsibilities.

Our responsibility, as prescribed by professional standards, is to plan and perform our audit to obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement. An audit of financial statements includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control over financial reporting. Accordingly, as part of our audit, we considered the internal control of the City solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

We are also responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures for the purpose of identifying other matters to communicate to you.

Planned Scope and Timing of the Audit

We conducted our audit consistent with the planned scope and timing we previously communicated to you.

Compliance with All Ethics Requirements Regarding Independence

The engagement team and others in our Firm have complied with all relevant ethical requirements regarding independence. Safeguards that have been applied to eliminate threats to independence or reduce them to an acceptable level include annual certification by all Firm staff of independence.

Qualitative Aspects of the Entity's Significant Accounting Practices

Significant Accounting Policies

Management has the responsibility to select and use appropriate accounting policies. A summary of the significant accounting policies adopted by the City is included in the notes to the financial statements. There have been no new accounting policies and no changes in significant accounting policies or their application during the year ended June 30, 2015. No matters have come to our attention that would require us, under professional standards, to inform you about (1) the methods used to account for significant unusual transactions and (2) the effect of significant accounting policies in controversial or emerging areas for which there is a lack of authoritative guidance or consensus.

Significant Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's current judgments. Those judgments are normally based on knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

The most sensitive accounting estimates affecting the financial statements are:

- Estimated lives and depreciation methods for depreciable assets.
- Collectability of receivables.
- Net OPEB obligation.
- Net pension liability.

Management's estimates of the above are based on various criteria. We evaluated the key factors and assumptions used to develop these estimates and determined that it is reasonable in relation to the basic financial statements taken as a whole and in relation to the applicable opinion units.

Financial Statement Disclosures

Certain financial statement disclosures involve significant judgment and are particularly sensitive because of their significance to financial statement users. We noted no particularly sensitive disclosures affecting the City's financial statements.

Identified or Suspected Fraud

We have not identified or obtained information that indicates that fraud may have occurred.

Significant Difficulties Encountered during the Audit

We encountered no significant difficulties in dealing with management relating to the performance of the audit.

Uncorrected and Corrected Misstatements

For purposes of this communication, professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that we believe are trivial, and communicate them to the appropriate level of management. Further, professional standards require us to also communicate the effect of uncorrected misstatements related to prior periods on the relevant classes of transactions, account balances or disclosures, and the financial statements as a whole and each applicable opinion unit. We have not identified any uncorrected misstatements.

In addition, professional standards require us to communicate to you all material, corrected misstatements that were brought to the attention of management as a result of our audit procedures. There were no identified material misstatements, either individually or in the aggregate, to the financial statements taken as a whole or to the applicable opinion units.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a matter, whether or not resolved to our satisfaction, concerning a financial accounting, reporting, or auditing matter, which could be significant to the City's financial statements or the auditor's report. No such disagreements arose during the course of the audit.

Representations Requested from Management

We have requested certain written representations from management, which are included in the letter dated December 30, 2015.

Management's Consultations with Other Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters. Management informed us that, and to our knowledge, there were no consultations with other accountants regarding auditing and accounting matters.

Other Significant Matters, Findings or Issues

In the normal course of our professional association with the City, we generally discuss a variety of matters, including the application of accounting principles and auditing standards, operating and regulatory conditions affecting the entity, and operational plans and strategies that may affect the risks of material misstatement. None of the matters discussed resulted in a condition to our retention as the City's auditors.

Other Information in Documents Containing Audited Financial Statements

Pursuant to professional standards, our responsibility as auditors for other information in documents containing the City's audited financial statements does not extend beyond the financial information identified in the audit report, and we are not required to perform any procedures to corroborate such other information. However, in accordance with such standards, we have read the information (if applicable) and considered whether such information, or the manner of its presentation, was materially inconsistent with the presentation in the financial statements.

Our responsibility also includes communicating to you any information which we believe is a material misstatement of fact. Nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information, or manner of its presentation, appearing in the financial statements.

This report is intended solely for the information and use of the governing body and management of the City and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,



December 30, 2015



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

February 25, 2016
Memo #16-107

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR FIELD DAY AND FIREWORKS (VALUE: \$14,500)
DEPARTMENT: 177 PARKS AND RECREATION; FUND: GENERAL;
ACCOUNT CLASSIFICATION: 55 OTHER SERVICES

Please see the attached communication from Nicholas Caggiano, Superintendent Parks and Recreation dated February 29, 2016 for the information related to this purchase.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Superintendent of the Parks and Recreation Department, Board of Public Works (February 29, 2016) and the Purchasing Department recommend awarding of this contract in an amount of **\$14,500** to **Atlas PyroVision Entertainment Group, Inc. of Jaffrey, NH.**

Respectfully,

Dan Kookan

Purchasing Manager

Cc: N Caggiano L Fautex

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: February 29, 2016
From: Nicholas Caggiano - Superintendent
Parks and Recreation Department
Re: Contract for the 2016 Fourth of July Fireworks Display.

A. Motion: To approve the award of the 2016 City 4th of July Fireworks Celebration contract to the low qualified bidder, Atlas PyroVison Entertainment Group of Jaffrey, N.H., in an amount not to exceed \$14,500. Funding will be through Department: 177 Park and Recreation; Fund: General; Account Classification: 55 Other Services.

Attachments: Bid comparison, shell count and display information

Discussion: Under IFB0410-010816 the City solicited bids for the 4th of July fireworks display. Bids requested were to include pricing for years 2016 through 2019. It was the intention of the City to award a three-year contract with an optional fourth year should the bids include a reduction in price for year two.

Bids were received from three vendors (See attached bid comparison). Atlas PyroVision Entertainment Group was the apparent low bidder.

The aggressive pricing that was proposed shows the firms strong desire to work with the City and produce our display. References were checked from other communities that have used and are currently using Atlas for their fireworks displays. All of the references had very positive feedback regarding Atlas' shows. This year the price of the show was discounted to reflect the firm's commitment to the City. The City is not obligated in any way to continue using Atlas in the upcoming years if the show proves to be unsatisfactory.

Park & Recreation Department staff reviewed with Atlas the expectations of the City with regard to the length and quality of the display and they are comfortable Atlas understands these expectations. Additionally, Atlas has a local business in Nashua.

Based on review of the performance of Atlas in other communities it is the recommendation of the Park & Recreation Department to award a one year contract with two optional one year extensions to the lowest qualified bidder **Atlas PyroVision Entertainment Group, Inc. of Jaffrey, NH** for the 2016 display at a cost not to exceed **\$14,500**.

Parks & Recreation Division - 4th of July Fireworks Display- Bid Comparison

Bid Item Description	Phyrotecnico	RS Fireworks	Atlas		
	Jaffery, NH	Hudson, NH	Jaffery, NH		
2016 Fireworks	\$17,500.00	\$17,500.00	\$14,500.00		
2017 Fireworks	\$17,000.00	\$17,000.00	\$15,500.00		
2018 Fireworks	\$17,500.00	\$16,500.00	\$16,500.00		
2019 Fireworks		\$16,500.00	\$17,500.00		
2020 Fireworks					

Nick Caggiano, Superintendent Parks & Recreation

Division of Public Works



Fireworks Bid Analysis - 2016

Company	2.5" Shells	3" Shells	4" Shells	Total	Time/Shots	Total Show	Cost
<u>RS Fireworks</u>	189	827	609	1625	3 sec	39 minutes	\$17,500
<u>Atlas</u>	216	888	612	1716	2-3 sec	35 minutes	\$14,500
<u>Pyrotecnico</u>	240	864	420	1524	4-5 sec	35 minutes	\$17,500

Protecnico includes barrages- single lit low level cakes.



Pyrotechnic Proposal

July 4, 2016

CITY OF NASHUA

	30mm	40mm	2.5 Inch	3 Inch	4 Inch	5 Inch	Total
Opening Display			72	30	36		138
Main Display				258	504		762
Grand Finale			144	600	72		816
Totals:			216	888	612		
Duration:	35 Minutes				Grand Total:		1,716

Atlas PyroVision Entertainment Group, Inc. provides all proposals with 12 million in liability insurance including 1 million in transportation insurance as well as all highway transportation fees, licensed pyrotechnicians, trained and certified employees of Atlas with workers compensation in accordance with state statute.

All Atlas products are hand selected by highly trained designers who travel to factories worldwide to ensure the highest quality products and safety standards are met for all Atlas displays.

OPENING

72	2.5" Cakes	36 Shot Cake (36 each x 2 = 72 shots)
30	3" Shells	Sunny Asst A (RWB)
36	4" Shells	Sunny Asst B (Chrysanthemum/Peony)



MAIN BODY

12	3" Shells	Pixie Dust Willow Asst
30	3" Shells	Silver Diadem Chrysanthemum
72	3" Shells	Sunny Asst B (Chrysanthemum/Peony)
72	3" Shells	Sunny Asst C (Dahlia & Color Changing Chrysanthemum)
72	3" Shells	Sunny Asst D (Crosette Go-Getter Willow)
6	4" Shells	Smile w/Red Strobe Eyes
6	4" Shells	White 5 Point Star Pattern
4	4" Shells	Disco Strobe
4	4" Shells	White Strobe w/Purple Strobe
4	4" Shells	Blue Chrysanthemum w/Bright Willow Ring
4	4" Shells	Tourbillion
4	4" Shells	Multicolor Comet w/Time Rain Pistil
4	4" Shells	Fuscia w/Fuscia Strobe
36	4" Shells	Half Red Half Blue w/Silver Chrysanthemum Ring
36	4" Shells	Red Palm to 1000s Brocade Crown
36	4" Shells	Golden Willow
36	4" Shells	Red & Blue w/ White Strobe Pistil
36	4" Shells	Gold & Silver Strobe
36	4" Shells-Asst	Flower King Asst E
36	4" Shells-Asst	Flower King Asst F
36	4" Shells-Asst	Sunny Asst A (RWB)
36	4" Shells-Asst	Sunny Asst B (Chrysanthemum/Peony)
36	4" Shells-Asst	Sunny Asst C (Dahlia & Color Changing Chrysanthemum)
36	4" Shells-Asst	Sunny Asst D (Crosette Go-Getter Willow)
36	4" Shells-Asst	Pixie Dust Willow Asst
36	4" Shells-Asst	An Ping Asst K

FINALE

144	2.5" Cakes	36 Shot Cake (36 each x 4 = 144 shots)
120	3" Shells-Finale	Brocade Crown Chain
120	3" Shells-Finale	RWB Peony Chain
180	3" Shells-Finale	Color & Bright Flower Mix Chain
180	3" Shells-Finale	Bright Flower Chain
18	4" Shells-Finale	Brocade Crown Chain
18	4" Shells-Finale	Silver Wave Chrysanthemum R&B Pistil Chain
18	4" Shells-Finale	Spangle Chrysanthemum w/Mag Pistil Chain
18	4" Shells-Finale	Assorted Color Super Tail Chain



City of Nashua Service Agreement

Independence Day 2016 Fireworks Display

Service Agreement between ATLAS PYROVISION ENTERTAINMENT GROUP, INC. with its office located at 136 Old Sharon Road – PO Box 498 in Jaffrey, NH 03452 (hereinafter “VENDOR”) and The City of Nashua, New Hampshire (hereinafter “OWNER”).

This Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.

The term of the contract shall be for one (1) year with the option, at the OWNER’s sole discretion, of two (2) one (1) year extensions. Such extensions shall be on the same terms and conditions, including but not limited to pricing, as the first year. Each year is subject to annual budget appropriations.

The VENDOR agrees to furnish to the OWNER a fireworks display of good quality and fired by experienced operators in accordance with the program submitted, attached as **Exhibit A**. Invoicing shall be in accordance with the attached, **Exhibit A**, which the OWNER has accepted and approved.

The OWNER agrees to procure and furnish a suitable place to display said fireworks and to secure all police, local and state permits and to arrange for any security bonds as required by law in their community when necessary and agrees to furnish police protection for proper crowd control and auto parking, fire protection as required, and proper supervision in clearing the area of debris after the display.

It is agreed and understood by the parties hereto that in the event the fireworks have been taken out and set up before the rain, and with good weather prevailing, then such exhibition of fireworks must be carried out in the best possible manner without any deductions whatever from the hereinafter named compensation. In the event of inclement weather, which prevents the execution of the display, then the display shall be executed on a mutually agreed upon, by both parties, rain date.

The display shall be held at: Holman Stadium, Amherst Street, Nashua NH

Display Date: 7/4/2016

Rain Date: 7/5/2016

The OWNER agrees to pay the VENDOR the sum of:

Fourteen Thousand Five Hundred Dollars (\$ 14,500.00)

Payment shall be made approximately 30 days from the time the payment application is received by the OWNER depending upon the timing of submittals and approvals. Application for Payment performed under this agreement shall be submitted directly to:

City of Nashua
Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Attn: Nick Caggiano



City of Nashua Service Agreement

To facilitate the proper and timely payment of applications, the City of Nashua requires that all applications contain a valid **PURCHASE ORDER NUMBER**.

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

- General Liability:
 - \$1,000,000 per Occurrence
 - \$2,000,000 Aggregate
 - *coverage must reflect coverage for blasting/explosives.**
 - City of Nashua Additional Insured**
- Motor Vehicle Liability:
 - \$1,000,000 Combined Single Limit
 - *coverage must include all owned, non-owned and hired vehicles.**
 - City of Nashua Additional Insured**
- Workers' Compensation Coverage according to Statute of the State of New Hampshire:
 - \$100,000 / \$500,000 / \$100,000

VENDOR and subcontractors at every tier will fully comply with NH RSA Chapter 281-A, "Workers' Compensation".

The insurance shall cover all operations involving fireworks and any vehicles used for the transportation or storage of fireworks, bodily injury liability and property liability and reflect such on the certificate of insurance. The insurance shall also **provide protection for underground property damage resulting from fireworks or explosion.**

VENDOR 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 **VENDOR** are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **VENDOR** under the contract. The **OWNER** shall not maintain any insurance on behalf of **VENDOR**. Subcontractors are subject to the same insurance requirements as the **VENDOR** and it shall be the **VENDOR's** responsibility to ensure compliance of this requirement.

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

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



City of Nashua Service Agreement

VENDOR will provide the **OWNER** with certificates of insurance for coverage, as listed, and endorsements affecting coverage required by the Agreement. The **OWNER** requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability, Employers' Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. **VENDOR** 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, **VENDOR** 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 **VENDOR** of its responsibilities or limit the amount of its liability to the **OWNER** or other persons, and **VENDOR** is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by **OWNER** shall be called upon to contribute to a loss.
- **VENDOR** is responsible for and required to remedy all damage or loss to any property, including property of the **OWNER**, caused in whole or part by **VENDOR** or anyone employed, directed, or supervised by **VENDOR**.

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

If the **VENDOR** defaults or neglects to carry out the Work in accordance with this Agreement and fails within a two day period after receipt of written notice from the **OWNER** to correct such default or neglect with diligence and promptness, the **OWNER** may, without prejudice to other remedies, correct such deficiencies.

The **OWNER** shall have no responsibility for the payment of money to any Subcontractor or material supplier.

The **OWNER** shall not supervise or directly control the work of the **VENDOR**. The **OWNER** does reserve the right to inspect the work being performed and to determine whether it is being performed in a good and "workmanlike" manner. The **VENDOR** shall promptly correct Work rejected by the **OWNER** as failing to conform to the Agreement. The **VENDOR** shall bear the cost of correcting such rejected work.



City of Nashua Service Agreement

The **OWNER** can terminate this Agreement at any time and pay the **VENDOR** a prorated amount for all service performed up to that date.

The laws of the State of New Hampshire shall govern this Agreement exclusively and any litigation to this Agreement shall be brought to a court located in the State of New Hampshire.

The agreement, along with the executed **OWNER's Purchase Order**, are subject to the City of Nashua Standard Terms and Conditions, which are available on the City's website at www.nashuanh.gov/purchasing.

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)

Atlas Pyrovision Entertainment (signature)

James Douchess, Mayor
(Printed Name and Title)

(Printed Name and Title)

Date

Date

EXHIBIT A

BID SUMMARY SHEET
IFB0410-010816

Title: FIREWORKS DISPLAY, INDEPENDENCE DAY CELEBRATION 2016
Public Works Division, Parks and Recreation Department, Nashua, NH

18,000.00
Cost of 2016 Show - 3,500.00 Less Discount
Net cost of the proposed show: \$ 14,500.00

Total estimated time of show: 35 minutes.

Average lapsed time between shots: 2-3 seconds.

18,000.00
Cost of 2017 Show - 2,500.00 Less Discount
Net cost of the proposed show: \$ 15,500.00

Total estimated time of show: 35 minutes.

Average lapsed time between shots: 2-3 seconds

18,000.00
Cost of 2018 Show - 1,500.00 Less Discount
Net cost of the proposed show: \$ 16,500.00

Total estimated time of show: 35 minutes.

Average lapsed time between shots: 2-3 seconds

18,000.00
Optional 2019 Fireworks Display: - 500.00 Less Discount

Net cost of the proposed show: \$ 17,500.00 (must be less a discounted price to be considered)

*Pursuant to NRO, Section 2-255 (c), failure to complete this page will invalidate your submission.

Exceptions to specifications where non-compliant:

None

NAME AND ADDRESS: Atlas PyroVision Entertainment Group, Inc.

136 Old Sharon Road / PO Box 498

Jaffrey, New Hampshire 03452

PHONE: 603-532-8324

FAX: 603-532-4530

e-mail: sarah@atlaspyro.com

Sarah C Bergeron
(Authorized Signature)

Date: 1/4/2016

Sarah Pelkey-Bergeron, President
(Typed/Printed Name and Title)

Note: If you choose to not submit a bid, please complete vendor information above, provide a summary of the reason(s) you are not bidding, and return this page to Central Purchasing at FAX 603-589-3344. Thank you.



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

February 25, 2016
Memo #16-108

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: SCHOOL ZONE SPEED RADAR FEEDBACK SIGNS FOR ORDINANCE 0-16-074
(VALUE: \$19,600)
DEPARTMENT: 161 STREETS; FUND: GENERAL;
ACCOUNT CATEGORY: 61 SUPPLIES & MATERIALS

Please see the attached communication from Steven Dookran P.E., City Engineer, dated February 29, 2016 for information related to this purchase.

Pursuant to **§ 5-84 Special purchase procedures A. (5)** Purchases from a sole manufacturer, where it is determined to be more efficient and economical to reduce costs of maintenance of additional repair parts, supplies or services.

The City Engineer, Board of Public Works (February, 29, 2016) and the Purchasing Department recommend the award of this equipment to **Marlin Controls, Inc. of Uxbridge, MA** in an amount of **\$19,600**.

Respectfully,

Dan Kookan

Purchasing Manager

Cc: S Dookran L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: February 29, 2016

From: Stephen Dookran, P.E., City Engineer
Engineering Department

Re: School Zone Speed Radar Feedback Signs for Ordinance O-16-074

E. Motion: To approve the purchase of radar feedback school zone flashing solar powered signs from Marlin Controls Inc. of Uxbridge, MA in an amount of \$19,600. Funding will be through Department: 161 – Streets; Fund: General; Account Category: 61 Supplies & Materials.

Attachment: Quote from Marlin Controls, Inc.

Discussion: Legislation has been approved authorizing two school zone flashing speed limit signs (Ordinance O-15-074) along Spit Brook Road 300 feet east and 350 feet west of the crosswalk at World Academy.

In researching school zone flashing signs, it was determined that the company that supplied many of the existing school zone flashing signs in the City has gone out of business. Only one company, Marlin Controls, Inc., produces a similar sign. This particular sign incorporates the flashing beacons and an illuminated reduced speed limit into the sign as opposed to external flashing lights.

The City has successfully worked with Marlin Controls on numerous occasions and has previously purchased a radar feedback sign from them that included software that will be able to be used with this system, resulting in a savings of \$325.00. Marlin Controls worked with the City to properly configure these signs for use with solar power and to provide a quality product. Marlin Controls, Inc. has also expressed their willingness to hold their same 2014 pricing.



"For All Your Traffic Signal Needs"

980 Quaker Highway • Uxbridge, MA 01569

PH (508) 278-0446 • FX (508) 278-0447

Visit us on-line @

www.marlin-controls.com

To:	Wayne Husband	From:	Erik M. Wolf
Company:	City of Nashua	Pages:	1.
Phone:	(603) 589-4700	Date:	January 21, 2016
Fax:	(603) 589-3395	Re:	Request For Quotation

Marlin Controls New England thanks you for the opportunity to quote the following items. If you have any questions, please feel free to contact us.

Qty.	Description	Unit	Ext.
2 ea.	Solar Powered -- School Zone Signal / Radarsign™ Combo Assembly C/O: 1) MAR-1020S -- Solar Powered (Winko-Matic Style) One Piece School Zone Signal Assembly w/ Illuminated "20" MPH Indication in Portland Orange LEDs -- Dual 8" Amber LED Flashing Beacons -- Post Top Mounted Solar Panel Assembly -- Diamond Grade Reflective School Zone Sign w/ Fluorescent Yellow / Green School Stripe -- Side-of-Pole Mounting Hardware 1) Side-of-Pole Mounted Solar Control / Battery Cabinet Natural Aluminum Finish In & Out 1) Radarsign TC-500S -- Solar Powered Driver Feedback Sign -- Bluetooth Wireless Operation -- "YOUR SPEED " Sign	\$ 9000.00	\$18,000.00
1 ea.	Freight & Handling	\$ 350.00	\$ 350.00
	<i>Option :</i>		
2 ea.	16' Aluminum Pole w/ Square Base, Painted Yellow	\$ 625.00	\$ 1,250.00

Notes :

A) System designed to flash school zone signals on weekdays for 1 hr. in the morning & 1 hr. in the afternoon

Terms & Conditions:

The above prices are quoted Net F.O.B. shipping point with **FULL FREIGHT PREPAID & ADDED TO INVOICE AT RATE QUOTED ABOVE** to one destination in New Hampshire . Terms are net thirty days, upon approval, and this quotation is guaranteed for 30 days. These terms and conditions supersede and override any vendee terms.

Thank you,

Erik M. Wolf



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

February 25, 2016
Memo #16-109

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: 2016 PAVING PROGRAM (VALUE: \$2,677,902)
DEPARTMENT: 161 STREET; FUND: GENERAL
ACTIVITY: PAVING
DEPARTMENT: 161 STREET; FUND: TRUST
ACCOUNT CATEGORY; 54 PROPERTY SERVICES
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER
ACTIVITIES: SEWER STRUCTURES AND SEWER REHAB

Please see the attached communication from Steven Dookran, P.E., City Engineer, dated February 29, 2016 for information related to this purchase.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The City Engineer, Board of Public Works (February 29, 2016) and the Purchasing Department recommend the award of this contract to **Brox Industries, Inc of Dracut, MA** in an amount of **\$2,627,902**.

Respectfully,


Dan Kooken
Purchasing Manager

Cc: S Dookran L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: February 29, 2016
From: Stephen Dookran, P.E., City Engineer
Engineering Department
Re: FY16 Paving Program – Construction

F. Motion: To approve the award of the construction contract for the FY16 Paving Program to Brox Industries, Inc. of Dracut, MA in the amount of \$2,627,902.45. Funding will be through: Department: 161 Street; Fund: General; Activity: Paving; Department: 161 Street; Fund: Trust; Account Category: 54 Property Services; Department: 169 Wastewater; Fund: Wastewater; Activities: Sewer Structures and Sewer Rehab.

Attachment: Table A1. Streets included in the FY16 Paving Contract

Discussion: The FY16 Paving Contract is expected to pave approximately 7 miles of City streets. The contract uses repair methods such as shim, overlay, milling and reclamation. It also includes replacing obsolete and broken drainage and sewer castings as well as repairing catch basins, associated laterals and manholes. The list of streets to be paved under this contract was provided at the January 21, 2016 meeting and is attached.

The contract was advertised on January 13, 2016. Five contractors attended the mandatory prebid and three contractors submitted bids on February 3, 2016 and are as follows:

Brox Industries, Inc. of Dracut, MA	\$2,627,902.45
Continental Paving, Inc. of Londonderry, NH	\$2,852,097.26
P.J. Keating Company of Lunenburg, MA	\$2,926,746.75

Brox Industries, Inc. of Dracut, MA at a bid price of \$2,627,902.45 is the qualified low bidder.

1/21/2016

Table A1. Streets included in the FY 2016 Paving Contract

Streets	From	To
Sept 2016 Preliminary List - Included in FY16 Contract		
Blackstone Dr	Amherst St	End
Briarcliff Dr	Fordham Dr	White Plans Dr
Carter Circle	Custom St	Circle
Chaucer Rd	Spencer Dr	Coleridge Rd
Coleridge Rd	Spencer Dr	Chaucer Rd
Custom St	Tenby Dr	Harris Rd
Daniel Webster Highway, Northbound and Southbound	Adventure Way	Autumn Leaf
Flintlocke Dr	End	Jill Dr
Galway Rd	Kenmare Rd	Raleigh Dr
Grenada Cir	Westgate Crossing	Circle
Jill Dr	End	Harris Rd
Kenmmare Rd	Kerry Ln	Raleigh Dr
Kerry Ln	Raleigh Dr	Raleigh Dr
Rene Dr	Main Dunstable	End
Stafford Rd	Nottingham Dr	Northeastern Blvd
Tinker Rd	White Oak Dr	Beginning Of Bend
Valencia Dr	Westgate Crossing	Circle
W Hollis St	Wellesley Rd	Gary St
Whitman Rd	Spencer Dr	Coleridge Rd
Additional streets Included in FY 16 Contract		
Bowman Ln	Barnesdale Rd	Northeastern Blvd
Broad St	Hyannis St	Broadcrest Ln
Eleventh St	Ledge St	90' From Ledge St
Lisa Dr	East Dunstable Rd	Lamb Rd
Lone Star Dr	New Searles Rd	End
Loring Dr	Yarmouth Dr	End
Nelson St	Richmond St	End
Ninth St	Ledge St	Will St
Piermont St	Nelson St	Broad St
Pelham St	Piermont St	Hyannis St
Will St	Ninth St	Simon St
Streets to be paved as part of sewer rehabilitation project		
Temple St	East Hollis St	Commercial St

**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2016 by and between the City of Nashua, New Hampshire (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

FY2016 PAVING PROGRAM

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by: *Division of Public Works
Engineering Department
9 Riverside St
Nashua, NH 03062*

who is hereinafter called ENGINEER and who is to act as OWNER's representative, assume all duties and responsibilities, and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Dates for Substantial Completion and Final Payment*

A. The Work will be substantially completed by **October 15, 2016**. Substantial completion occurs when all paving is complete. The Contract Times commence to run as provided in paragraph 2.03 of the General Conditions, and completed and ready for final payment, in accordance with paragraph 14.07 of the General Conditions, by **October 31, 2016**.

4.03 *Liquidated Damages*

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus

any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **ONE HUNDRED** dollars (**\$100**) for each **calendar** day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 4.02 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **TWO HUNDRED** dollars (**\$200**) for **calendar** each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

B. In the event that the CONTRACTOR fails to pay OWNER the specified liquidated damages amount within thirty (30) days of CONTRACTOR's being notified of said damages, OWNER may deduct the amount of the assessed liquidated damages from the final payment or retention withheld pursuant to Article 14 of the General Conditions.

ARTICLE 5 - CONTRACT PRICE

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

_____ (\$ _____)

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

A. for all Unit Price Work, an amount equal to the sum of the established Unit Price for each separately identified item of Unit Price Work times the estimated quantity of that item, as indicated in the attached Bid Schedule;

B. as provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.08 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

B. CONTRACTOR shall submit Applications for Payment under this agreement directly to:

**City of Nashua
Attn: Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Atten: Todd Welch**

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

6.02 *Progress Payments; Retainage*

A. *Progress Payments.* The OWNER will once each month make a progress payment to the CONTRACTOR on the basis of an estimate of the total amount of work done to the time of the estimate and its value as prepared by the CONTRACTOR and approved by the ENGINEER. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.

B. *Retainage.* The OWNER will retain a portion of the progress payment, each month, in accordance with the following procedures:

1. The OWNER will establish an escrow account in the bank of the OWNER'S choosing. The account will be established such that interest on the principal will be paid to the CONTRACTOR. The principal will be the accumulated retainage paid into the account by the OWNER. The principal will be held by the bank, available only to the OWNER, until termination of the contract.
2. Until the work is 50% complete, as determined by the ENGINEER, retainage shall be 10% of the monthly payments claimed. The computed amount of retainage will be deposited in the escrow account established above.
3. After the work is 50% complete, and provided the CONTRACTOR has satisfied the ENGINEER in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage no further amount will be withheld. The escrow account will remain at the same balance throughout the remainder of the project.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall hold 2% retainage during the 1 (one) year warranty period and release it only after the project has been accepted.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. CONTRACTOR has carefully studied all (if any): (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in paragraph 4.06 of the General Conditions.

CONTRACTOR is entitled to rely upon the general accuracy of the “technical data” as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the site.

E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.

F. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.

H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement;
2. General Conditions;
3. Supplementary Conditions;
4. Bid Bond;
5. Bid Form;
6. Performance Bond;
7. Payment Bond;

8. Certificate of Insurance
 9. Technical Specifications as listed in Table of Contents
 10. Addenda (numbers _____ to _____, inclusive);
 11. Exhibits, as listed in the Table of Contents, to this Agreement
 12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments
 - b. Change Order(s)
 14. New Hampshire Department of Transportation "Standard Specifications for Road and Bridge Construction", **latest** edition, incorporated by reference or unless otherwise indicated.
 15. "Manual of Uniform Traffic Control Devices", **latest** edition, incorporated by reference.
 16. City of Nashua, Standard Specifications for Sewers and Drains, Revised, Approved and Adopted June 15, 1992, incorporated by reference.
 17. City of Nashua, Standard Specifications for Road Construction, Approved and Adopted June 11, 1986, incorporated by reference.
 18. City of Nashua, Standard Specifications for Sidewalk Construction, Approved and Adopted August 28, 1995, incorporated by reference.
 19. City of Nashua Ordinance O-03-219 (Amended), Approved November 14, 2003.
 20. Fully Executed City of Nashua Purchase Order
- B. The documents listed in paragraph 8.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 8.
- D. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this will have the meanings indicated in the General Conditions.

9.02. *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to

the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Choice of Law and Venue*

A. This Agreement shall be governed by the laws of the State of New Hampshire, and any litigation shall be brought in a court located in the State of New Hampshire.

Address for giving notices to Owner:

Division of Public Works
9 Riverside Street
Nashua, NH 03062

Address for giving notices to Contractor:

Agent for service of process:

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

CITY OF NASHUA – OWNER

James Donchess, Mayor City of Nashua

Date: _____

CONTRACTOR:

By: _____
(Authorized Representative)

Print Name: _____

Date: _____



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

February 25, 2016
Memo #16-110

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CITYWIDE INFILTRATION INFLOW ANALYSIS (VALUE: \$168,893)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER
ACTIVITY: INFLOW AND INFILTRATION

Please see the attached communication from Steven Dookran, P.E., City Engineer, dated February 29, 2016 for the information related to this purchase.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The City Engineer, Board of Public Works (February 29, 2016) and the Purchasing Department recommend the award of this contract in the amount of **\$168,893** to **Wright-Pierce of Manchester, NH.**

Respectfully,


Dan Kookan
Purchasing Manager

Cc: S Dookran L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: February 29, 2016

From: Stephen Dookran, P.E., City Engineer
Engineering Department

Re: Citywide Infiltration/Inflow Analysis

G. Motion: To approve the engineering contract for the Citywide Infiltration/Inflow Analysis to Wright-Pierce of Manchester, NH in an amount not to exceed \$168,893. Funding will be through: Department: 169 - Wastewater; Fund: Wastewater; Activity: Inflow and Infiltration .

Discussion: From the large volumes of wastewater being treated by the wastewater facility during times when the total flow is expected to be low, the City suspects that about 25 to 30 % of extraneous infiltration and inflow (I/I) are coming into the plant. In addition, the new discharge permit for the treatment plant requires ongoing efforts to reduce I/I in the sewer system.

Extraneous flows including infiltration and inflow reduces the capacity of the wastewater collection system and increase costs to treat the extraneous water at the Nashua Wastewater Treatment Facility (NWWTF). Also, the discharge at the NWWTF is reaching the flow limit where planning of facility improvements and/or expansion may be required. The purpose of this phase of this I/I Analysis is to provide citywide metering of the sewersheds during the spring season which typically has higher groundwater and wet weather events. Results for this will analysis will identify sewersheds with high infiltration and inflow and provide recommendations for further investigations and removal of infiltration and inflow.

A request for proposal was emailed to three engineering consulting firms on December 31, 2015 and posted on the City's website. Four proposals were received on January 26, 2016 from the following firms:

Weston & Sampson of Portsmouth, NH	\$ 206,980
Wright-Pierce of Manchester, NH	\$ 168,893
Hazen of Boston, MA	\$ 257,527
Woodward & Curran of Andover MA	\$ 279,000

All four firms are qualified to complete the work. The proposal by Wright Pierce was thorough and they can complete the required tasks for the least proposed cost. The Selection Committee recommends Wright Pierce for this study.



CONTRACT FOR PROFESSIONAL SERVICES

CITYWIDE INFILTRATION/INFLOW ANALYSIS

RFP1094-012616

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, NASHUA, NH 03061-2019

AND

WRIGHT-PIERCE

NAME AND TITLE OF PROFESSIONAL ENGINEER

75 WASHINGTON AVENUE, PORTLAND, ME 04101

ADDRESS OF PROFESSIONAL ENGINEER

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

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

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

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

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

Exhibit A--General Conditions for Contracts

Exhibit B--Scope of Services, Contract Time, Fee Schedule

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.

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

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

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

One Hundred Sixty-Eight Thousand Eight Hundred Ninety-Three Dollars (\$ 168,893.00)

which, unless otherwise provided in this contract, shall be paid in accordance with the provisions of the Fee Schedule as submitted or unless Professional Engineer has received a written exemption from the City Professional Engineer shall submit monthly requests for payment for services performed under this agreement directly to

**City of Nashua
Attn: Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Atten: Stephen Dookran, City Engineer**

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

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

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

The City will pay for work satisfactorily completed by Professional Engineer. The City will pay Professional Engineer within **30** days of approval by the City of the submitted invoice forms and

progress reports. The City will make no payments until the invoice forms and progress reports have been submitted and approved.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the City of Nashua.

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

CITY REPRESENTATIVE:

REPRESENTATIVE:

Stephen Dookran, P.E., City Engineer
City of Nashua, DPW Engineering
9 Riverside Street
Nashua, NH 03062

Paul Birkel, P.E., Senior Vice President
Wright-Pierce
75 Washington Avenue
Portland, ME 04101

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 or Professional Engineer may change the address or representative by giving written notice to the other party.

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

City of Nashua, NH (signature)

Wright-Pierce (signature)

James Douchess, Mayor
(Printed Name and Title)

(Printed Name and Title)

Date

Date

**EXHIBIT A
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GENERAL CONDITIONS**

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GENERAL CONDITIONS

1. **DEFINITIONS.** Unless otherwise required by the context, "Professional Engineer" includes any of the Professional Engineer's consultants, sub consultants, contractors, and subcontractors

2. **PROFESSIONAL ENGINEER STATUS AND PROVISION OF WORKERS' COMPENSATION COVERAGE.** The parties agree that Professional Engineer shall have the status of and shall perform all work under this contract as a Professional Engineer, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and Professional Engineer, and nothing in this contract shall create any contractual relationship between the City and Professional Engineer's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Professional Engineer is not a City employee and that there shall be no:

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

Professional Engineer agrees, if applicable and before commencing any work under the contract, to complete and to provide the following written request to its insurer:

Wright-Pierce has entered into a contract with the City of Nashua to perform work upon receipt of an Executed Contract and a valid Purchase Order issued from the City and requests that the Insurer provide to the City of Nashua 1) a certificate of coverage, and 2) notice of any lapse in coverage or nonpayment of coverage that the Professional Engineer is required to maintain. The certificate and notice should be mailed to:

Risk Management
City of Nashua
229 Main Street
Nashua, NH 03060

Professional Engineer agrees, if not exempt, to maintain required workers' compensation coverage throughout the entire term of the contract. If Professional Engineer does not maintain coverage throughout the entire term of the contract, Professional Engineer agrees that City may, at any time the coverage is not maintained by Professional Engineer, order the Professional Engineer to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, Professional Engineer agrees, prior to the expiration of the six-month period, to provide another written request to its insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Professional Engineer does not make the request or does not provide the certificate before the expiration of the six-month period, Professional Engineer agrees that City may order the Professional Engineer to stop work, suspend the contract, or terminate the contract.

3. **STANDARD OF CARE.** Professional Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Professional Engineer warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Professional Engineer to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state,

and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City may have, Professional Engineer shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Professional Engineer's failure to perform in accordance with this standard of care. Any approval by the City of any products or services furnished or used by Professional Engineer shall not in any way relieve Professional Engineer of the responsibility for professional and technical accuracy and adequacy of its work. City review, approval, or acceptance of, or payment for any of Professional Engineer's work under this contract shall not operate as a waiver of any of the City's rights or causes of action under this contract, and Professional Engineer shall be and remain liable in accordance with the terms of the contract and applicable law.

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

4. CITY REPRESENTATIVE. The City may designate a City representative for this contract. If designated, all notices, project materials, requests by Professional Engineer, and any other communication about the contract shall be addressed or be delivered to the City Representative.

5. CHANGES TO SCOPE OF WORK. The City may, at any time, by written order, make changes to the general scope, character, or cost of this contract and in the services or work to be performed, either increasing or decreasing the scope, character, or cost of Professional Engineer's performance under the contract. Professional Engineer shall provide to the City 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 to be able to adequately analyze the proposal. The City will then determine in writing if Professional Engineer should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Professional Engineer's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Professional Engineer for adjustment under this clause shall be asserted in writing within 30 days of the date the City notified Professional Engineer of the change.

When Professional Engineer seeks changes, Professional Engineer shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City 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 to be able to adequately analyze the proposal. The City will then determine in writing if Professional Engineer should proceed with any or all of the proposed change.

Except as provided in this paragraph, Professional Engineer shall implement no change unless the City in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City may provide verbal approval of a change when the City, 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 approval shall not be compensated and is, at the City's election, sufficient reason for contract termination.

6. CITY COOPERATION. The City agrees that its personnel will cooperate with Professional Engineer in the performance of its work under this contract and that such personnel will be available to Professional Engineer for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City also agrees to provide Professional Engineer with access to City 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 and Professional Engineer also agree to attend all meetings called by the City or Professional Engineer to discuss the work under the Contract, and that Professional Engineer may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City.

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

8. TERMINATION OF CONTRACT

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

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

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

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of 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 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 to resume performance.

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

B. TERMINATION FOR CAUSE. This agreement may be terminated by the City on 10 calendar day's written notice to Professional Engineer in the event of a failure by Professional Engineer to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City, pursue the project or to complete work in a timely and professional manner. Professional Engineer shall be given an opportunity for consultation with the City prior to the effective date of the

termination. Professional Engineer may terminate the contract on 10 calendar days written notice if, through no fault of Professional Engineer, the City fails to pay Professional Engineer for 30 days after the date of approval of any submitted invoice forms and progress reports.

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

If after termination for the failure of Professional Engineer to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City, pursue the project or to complete work in a timely and professional manner, it is determined that Professional Engineer had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City shall make an equitable adjustment in the compensation paid to Professional Engineer. The adjustment shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.

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

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

9. DISPUTE RESOLUTION. Any dispute not within the scope of section 7 or section 8 shall be resolved under this paragraph. 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 Representative and a Professional Engineer representative. At all times, Professional Engineer shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City. If the dispute is not resolved within 30 days, either party may request that the dispute be submitted to the Board of Public Works for final resolution. The decision of the Board of Public Works shall be final and binding on the parties. If either party is dissatisfied with the decision of the Board of Public Works, that party may immediately terminate the contract under this paragraph, with Professional Engineer being entitled to compensation for work actually and satisfactorily performed up to the time of the termination and the City being entitled to all contract materials in accordance with paragraph 21, and compensation for any additional damages or expenses incurred in completing the work under the contract, including, without limitation, the costs of securing the services of other Professional Engineers.

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

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

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

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

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

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

12. INDEMNIFICATION Regardless of any coverage provided by any insurance, Professional Engineer agrees to indemnify ~~and shall defend~~ and hold harmless the City, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Professional Engineer or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Professional Engineer's indemnity, ~~defense~~ and

hold harmless obligations, or portions thereof, shall not apply to liability caused by the 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 the necessary funds. This contract shall terminate and the City's obligations under it shall be extinguished at the end of any fiscal year in which the City fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

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

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

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

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

Without limitation of the foregoing, Professional Engineer's attention is directed to 41 C.F.R. § 60-1.4, and the clause entitled "Equal Opportunity Clause" which, by reference, is incorporated into this contract, to 41 C.F.R. § 60-250 et seq. and the clause entitled "Affirmative Action Obligations of Professional Engineers and Subcontractor for Disabled Veterans and Veterans of the Vietnam Era," which, by reference, is incorporated in this contract, and to 41 C.F.R. § 60-471 and the clause entitled "Affirmative Action Obligations of Professional Engineers and Subcontractors for Handicapped Workers," which, by this reference, is incorporated in this contract.

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

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

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

17. FEDERAL SUBCONTRACTING REQUIREMENTS. If Professional Engineer awards a subcontract under this contract, Professional Engineer, if applicable, shall use the following alternative steps:

- A. Using the services of the Small Business Administration and the Minority Business Development Agency of the United States Department of Commerce, as appropriate; and
- B. Requiring the subcontractor, if it awards subcontracts, to take the affirmative steps set forth in paragraph A.

If applicable, Professional Engineer agrees to complete and submit to the City a Minority Business Enterprise/Woman Business Enterprise (MBE/WBE) Utilization Report (Standard Form 334) within 30 days after the end of each fiscal quarter until the end of the contract.

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

19. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING. Professional Engineer shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City is void. Any consent of the City to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

20. CITY INSPECTION OF CONTRACT MATERIALS. The books, records, documents and accounting procedures and practices of Professional Engineer related to this contract shall be subject to inspection, examination and audit by the City, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.

21. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Engineer in the performance of its obligations under this contract shall be the exclusive property of the City and all such materials shall be remitted and delivered, at Professional Engineer's expense, by Professional Engineer to the City upon completion, termination, or cancellation of this contract. Alternatively, if the City provides its written approval to Professional Engineer, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional

Engineer in the performance of its obligations under this contract must be retained by Professional Engineer for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City, in writing, requests any or all of the materials, then Professional Engineer shall promptly remit and deliver the materials, at Professional Engineer's expense, to the City. Professional Engineer shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Professional Engineer's obligations under this contract without the prior written consent of the City.

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

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

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

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

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

24. TAXES. Professional Engineer shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Professional Engineer hereby indemnifies and holds harmless the City from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

25. NON-WAIVER OF TERMS AND CONDITIONS. None of the terms and conditions of this contract shall be considered waived by the City. 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 in a written waiver.

26. RIGHTS AND REMEDIES. The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

27. PROHIBITED INTERESTS. Professional Engineer shall not allow any officer or employee of the City to have any indirect or direct interest in this contract or the proceeds of this contract. Professional Engineer warrants that no officer or employee of the City has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Professional Engineer. If any such interest comes to the attention of Professional Engineer at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City. Professional Engineer also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Professional Engineer further warrants that no person having such an interest shall be employed in the performance of this contract. If City determines that a conflict exists and was not disclosed to the City, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

Professional Engineer warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Professional Engineer to any officer or employee of the City 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 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 under this contract or at law.

28. THIRD PARTY INTERESTS AND LIABILITIES. The City and Professional Engineer, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City and Professional Engineer.

29. SURVIVAL OF RIGHTS AND OBLIGATIONS. The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.

30. SEVERABILITY. In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties

may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.

31. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT. This contract constitutes the entire contract between the City and Professional Engineer. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.

32. CHOICE OF LAW AND VENUE. This contract shall be governed exclusively by the laws of the State of New Hampshire and any litigation shall be brought in a court located in the State of New Hampshire.



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

February 25, 2016
Memo #16-111

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: BIOSOLIDS DISPOSAL CONTRACT (VALUE: \$1,215,000)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER
ACCOUNT CLASSIFICATION: 54 PROPERTY SERVICES

Please see the attached communication from David Simmons, Wastewater Department Superintendent dated February 29, 2016 for the information related to this purchase.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Wastewater Plant Engineer, Board of Public Works (February 29, 2016) and the Purchasing Department recommend the award of this three (3) year contract in the amount of **\$1,212,030** to **Casella Organics of Concord, NH**.

Respectfully,

Dan Kooker
Purchasing Manager

Cc: D Simmons L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: February 29, 2016

From: David A. Simmons, Superintendent
Wastewater Treatment Facility

Re: Long Term Management of Wastewater Biosolids

F. Motion: To approve the award of the three year contract for the Long-Term Management of Wastewater Biosolids to Casella Organics of Concord, NH, in the amount of \$1,212,030. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 54 Property Services.

Attachments: Long Term Management of Wastewater Biosolids Bid Comparison

Discussion: The wastewater facility operates an anaerobic digester, which digests both primary and secondary sludge. The biosolids that are generated are designated Class B Biosolids after anaerobic digestion. The facility requires a service provider to remove the dewatered sludge cake from the premises. This removal is required to be in an environmentally sound manner and be in accordance with all applicable federal, state and local laws, rules and regulations.

Requests for Proposals (RFP) were solicited from several firms on January 5, 2016 and the offering was posted on the City's website under reference document RFP1088-020416. There was a mandatory pre-bid meeting held on January 19, 2016 with four vendors in attendance. Pricing was requested for a three-year period on a per wet ton basis. Additional pricing for removal of biosolids was requested for three additional one-year extensions and for emergency removal of non-Class B biosolids.

Bids were received from two contractors as follows:

Casella Organics	Concord, NH	\$40.90/wet ton
Resource Management, Inc.	Holderness, NH	\$42.00/wet ton

The NWWTF processes approximately 8,900 wet tons of biosolids using the newly installed sludge dewater equipment. It was stated in the RFP that the initial contract award shall be awarded based on unit price per wet tons of biosolids for the three calendar years. This results in a bid amount of \$1,092,030 from Casella Organics versus a bid total of \$1,121,400 from Resource Management, Inc. for three years.

In addition, it was determined that per industry standards, the use of diesel fuel surcharge price adjustment was appropriate to protect the City from higher bid prices due to uncertainties of future costs of diesel fuel, especially for long-term contracts. An additional \$20,000 allowance is added to contract amount to cover this cost. Also, there needs to be an allowance to account for process upsets in which the dewatered sludge does not meet Class B biosolids standards and the plant must pay the service provided extra costs to haul off non Class B biosolids. An additional \$100,000 is included for these situations.

References for Casella Organics have been checked and found to be satisfactory. Based upon the submitted bids, we recommend awarding this three year contract to the low bidder, Casella Organics of Concord, NH in the amount on \$1,212,030.

Revised BID SUMMARY SHEET – Addendum 2
RFP1088-020416

PROJECT PRICING

	<u>Normal Transport Class B Biosolids</u>	<u>Hourly Transport Costs of Non Class B Biosolids Only</u>
1. Pricing for three calendar years, per wet ton to pick up, transport and dispose of the City of Nashua's biosolids (including container). Amount to be invoiced and paid on a monthly basis.	\$ <u>40.90</u> per wet ton	\$ <u>120.00</u> per hr
Optional services:		
2. Pricing for fourth calendar year per wet ton to pick up, transport and dispose of the City of Nashua's biosolids (including container). Amount to be invoiced and paid on a monthly basis.	\$ <u>41.72</u> per wet ton	\$ <u>122.40</u> per hr
3. Pricing for fifth calendar year per wet ton to pick up, transport and dispose of the City of Nashua's biosolids (including container). Amount to be invoiced and paid on a monthly basis.	\$ <u>42.55</u> per wet ton	\$ <u>124.85</u> per hr
4. Pricing for sixth calendar year per wet ton to pick up, transport and dispose of the City of Nashua's biosolids (including container). Amount to be invoiced and paid on a monthly basis.	\$ <u>43.40</u> per wet ton	\$ <u>127.35</u> per hr
5. Allowance for fuel cost adjustments	<u>\$20,000 over duration of contract</u>	

NOTE: Class B biosolids costs include management, transport and disposal costs. Non-Class B disposal costs include management and transportation costs on a combined hourly basis (does not include additional disposal costs to dispose at a site).

Comments, Exceptions, Additional Pricing Information:

Please see proposal for alternate proposal for transportation and disposal of non-Class B Biosolids, and formula for fuel cost adjustments above \$3.00 per gallon

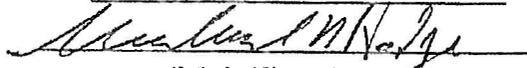
Service Provider Name and Address:
New England Waste Services of ME, Inc. d/b/a Casella Organics

110 Main Street, Suite 1308, Saco, ME 04072

Phone: 1-800-933-6474

Fax: 603-228-2010

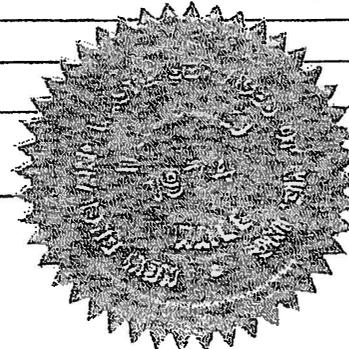
E-mail: Patrick.Ellis@casella.com



(Authorized Signature)
Michael R. Hodge, Vice-President

(Printed Name and Title)

02/04/16
(Date)



Estimate Yearly Costs based on Casella's Bid

Item	Quantity	Unit Cost	Total Cost/yr	Cost for 3 Yrs
1. Sludge Hauling	8900	40.9	\$364,010	\$1,092,030
2. \$20,000 for fuel adjustments	1	20000	\$6,667	\$20,000
3. Non Class B Transport	1	100000	\$33,333	\$100,000
Total Costs				\$1,212,030



CONTRACT FOR SERVICE PROVIDER

TITLE:

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, NASHUA, NH 03061-2019
AND

NAME AND TITLE OF SERVICE PROVIDER

ADDRESS OF SERVICE PROVIDER

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

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

WHEREAS, Service Provider 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 Service Provider shall complete the work described in the Contract Documents. The following are by reference incorporated herein and are made part of this contract:

1. This Agreement signed by the City of Nashua and Service Provider, including the General Terms and Conditions.
2. Bid Form or Proposal
3. Insurance Certificate
4. Written change orders or orders for minor changes in the Work issued after execution of this Agreement; and
5. Fully Executed City of Nashua Purchase Order

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

2. WORK TO BE PERFORMED. Except as otherwise provided in this contract, Service Provider shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform the work as described in and in accordance with the specifications in the City of Nashua's request for proposals and the terms and conditions of the contract.

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

The term of the contract will be for three (3) years with the first year commencing on or about July 1, 2016 and terminating on June 30, 2019. Each year is subject to annual budget appropriations and at the City of Nashua's discretion.

4. **COMPENSATION.** Service Provider agrees to perform the work for a total cost not to exceed (\$ for the three (3) year term;

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

Unless Service Provider has received a written exemption from the City of Nashua, Service Provider 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 Service Provider's right to payment as the City of Nashua may reasonably require. Service Provider shall submit monthly requests for payment for services performed under this agreement directly to:

City of Nashua
Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Atten:

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

Applications for Payment shall be submitted no later than fifteen (15) days after the end of each month. The City of Nashua will pay for work satisfactorily completed by Service Provider within thirty (30) days from the time of **final approval** by the City of Nashua of the submitted Application for Payment

5. **EFFECTIVE DATE OF CONTRACT.** This contract shall not become effective until and unless approved by the City of Nashua.

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

CITY OF NASHUA REPRESENTATIVE:

SERVICE PROVIDER REPRESENTATIVE:

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

General Terms and Conditions

1. **DEFINITIONS.** Unless otherwise required by the context, "Service Provider" includes any of the Service Provider's consultants, sub consultants, contractors, and sub-contractors

2. SERVICE PROVIDER STATUS AND PROVISION OF WORKERS' COMPENSATION COVERAGE. The parties agree that Service Provider 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 sub-contractors. The only contractual relationship created by this contract is between the City of Nashua and Service Provider, and nothing in this contract shall create any contractual relationship between the City of Nashua and Service Provider's consultants, sub consultants, contractors, or sub-contractors. The parties also agree that Service Provider 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 Service Provider 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.

Service Provider agrees, if not exempt, to maintain required workers' compensation coverage throughout the entire term of the contract. If Service Provider does not maintain coverage throughout the entire term of the contract, Service Provider agrees that the City of Nashua may, at any time the coverage is not maintained by Service Provider, order the Service Provider to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, Service Provider agrees, prior to the expiration of the six-month period, to provide another written request to its insurer for the provision of a certificate and notice of lapse in or nonpayment of coverage. If Service Provider does not make the request or does not provide the certificate before the expiration of the six-month period, Service Provider agrees that the City of Nashua may order the Service Provider to stop work, suspend the contract, or terminate the contract.

3. STANDARD OF CARE. Service Provider shall be responsible for the quality, accuracy, timely completion, and coordination of all work performed under this contract. Service Provider warrants that all work shall be performed with the degree of skill, care, diligence, and sound practices and judgment that are normally exercised by recognized firms with respect to services of a similar nature. It shall be the duty of Service Provider 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, Service Provider 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 Service Provider's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any services furnished or used by Service Provider shall not in any way relieve Service Provider 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 Service Provider'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 Service Provider shall be and remain liable in accordance with the terms of the contract and applicable law. Service Provider shall furnish competent and skilled personnel to perform the work under this contract.

4. 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 Service Provider's performance under the contract. Service Provider 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 Service Provider should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Service Provider'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 Service Provider for adjustment under this clause shall be asserted in writing within 30 days of the date the City notified Service Provider of the change.

5. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES. PROFESSIONAL Service Provider 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 Service Provider. All future questions Service Provider 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 Service Provider'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 Service Provider prior to having received the City of Nashua's resolution shall be at Service Provider's risk and expense. At all times, Service Provider 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. Service Provider is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

6. 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 Service Provider 10 day's written notice of its intent to do so.

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

Upon receipt of notice of termination, abandonment, or suspension at will, Service Provider 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 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, Service Provider shall receive all amounts due and not previously paid to Service Provider 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 Service Provider in the event of a failure by Service Provider 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 work in a timely and professional manner. Service Provider shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Service Provider may terminate the contract on 10 calendar days written notice if, through no fault of Service Provider, the City of Nashua fails to pay Service Provider for 30 days after the date of approval of any Application for Payment.

In the event of a termination for cause, Service Provider shall receive all amounts due and not previously paid to Service Provider 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 Service Provider's failure. Service Provider 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 Service Provider until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Service Provider 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 Service Provider 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 work in a timely and professional manner, it is determined that Service Provider had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City of Nashua shall make an equitable adjustment in the compensation paid to Service Provider. The adjustment shall include a reasonable profit for services or other work performed up to the effective date of termination less all previous payments.

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 Service Provider shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Service Provider 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 Service Provider's principals, officers, employees, agents, sub-contractors, sub consultants, vendors, or suppliers are expressly recognized to be within Service Provider's control.

7. DISPUTE RESOLUTION. The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a Service Provider representative. At all times, Service Provider 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, 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.

8. NO DAMAGES FOR DELAY. Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Service Provider for damages because of hindrances or delays in the progress of the work from any cause, and Service Provider agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.

9. INSURANCE. Service Provider shall carry and maintain in effect during the performance of services under this contract:

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

Service Provider, sub consultants and sub-contractors at every tier will fully comply with NH RSA Chapter 281-A, "Workers' Compensation".

(Sole Proprietors not subject to Workers' Compensation requirements)

Service Provider 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 Service Provider are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Service Provider under the contract. The City of Nashua shall not maintain any insurance on behalf of Service Provider. Subcontractors are subject to the same insurance requirements as the Service Provider and it shall be the Service Provider's responsibility to ensure compliance of this requirement. Service Provider will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten (10) calendar days after the City of Nashua issues the notice of award. The City of Nashua requires thirty (30) days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. Certificates must name the **City of Nashua as an additional insured, except for Professional liability insurance**. Service Provider is responsible for filing updated Certificates of Insurance with the City of Nashua's Risk Management Department during the life of the contract. The certificate should be mailed to:

Risk Management
City of Nashua
229 Main Street
Nashua, NH 03060

- 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, Service Provider 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 Service Provider of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Service Provider 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.
- Service Provider 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 Service Provider or anyone employed, directed, or supervised by Service Provider.

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

11. 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 Service Provider 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 Service Provider 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 Service Provider. Service Provider shall have no claim of any sort to the unexpended funds.

12. COMPLIANCE WITH APPLICABLE LAWS. Service Provider, 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. Service Provider 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.

13. NONDISCRIMINATION. In connection with the performance of work under this contract, Service Provider agrees not to discriminate against any employee or applicant for employment because of race, religion, 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.

14. SERVICE PROVIDER ENDORSEMENT. Service Provider shall sign, seal, and/or stamp as appropriate any necessary documents as required under the laws of the State of New Hampshire.

15. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING. Service Provider 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.

16. CITY OF NASHUA INSPECTION OF CONTRACT MATERIALS. The books, records, documents and accounting procedures and practices of Service Provider related to this contract shall be subject to inspection, examination and audit by the City of Nashua.

17. TAXES. Service Provider 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. Service Provider 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.

18. 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.

19. 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.

20. PROHIBITED INTERESTS. Service Provider 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. Service Provider 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 Service Provider. If any such interest comes to the attention of Service Provider at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Service Provider warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Service Provider 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.

21. THIRD PARTY INTERESTS AND LIABILITIES. The City of Nashua and Service Provider, 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 Service Provider.

22. 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.

23. 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.

24. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT. This contract constitutes the entire contract between the City of Nashua and Service Provider. 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.

25. CHOICE OF LAW AND VENUE. This contract shall be governed exclusively by the laws of the State of New Hampshire and any litigation shall be brought in a court located in the State of New Hampshire.

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)

(signature)

(Printed Name and Title)

(Printed Name and Title)

Date

Date



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

February 25, 2016
Memo #16-112

TO: MAYOR DONCHESS
FINANCE COMMITTEE

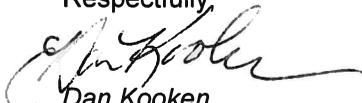
SUBJECT: SCADA UPGRADES DESIGN SERVICES (VALUE: \$188,500)
DEPARTMENT: 169 WASTEWATER; FUND: WERF
ACCOUNT CLASSIFICATION: 81 CAPITAL OUTLAY/IMPROVEMENTS

Please see the attached communication from David Simmons, Wastewater Department Superintendent dated February 29, 2016 for the information related to this purchase.

Pursuant to **§ 5-83 Professional services**. A (2) Specific experience with similar projects; or earlier phases of the same project.

The Wastewater Department Superintendent, Board of Public Works (February 29, 2016) and the Purchasing Department recommend the award of this contract in the amount of **\$188,500** to **Woodard & Curran of Portland, ME**.

Respectfully,



Dan Kooker
Purchasing Manager

Cc: D Simmons L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: February 29, 2016

From: David A. Simmons, Superintendent
Wastewater Department

Re: SCADA Upgrades Design Services

E. Motion: To approve a contract to Woodard & Curran for professional services for immediate upgrades to SCADA, the installation of a wireless control systems and the design costs for upgrading the overall control and SCADA system in an amount of \$188,500. Funding will be through: Department: 169 - Wastewater; Fund: WERF; Account Classification: 81 Capital Outlay/Improvements.

Attachments: Memorandum of Agreement-SCADA Upgrades and TRM List - Scope of Work and Fee.

Discussion: The Wastewater Plant has been using the services of Woodard Curran for SCADA upgrades to the Wet Weather Facility due to their extensive experience and expertise with SCADA systems at wastewater plants. Upon an initial evaluation of the plant wide SCADA system, Woodard and Curran determined the entire SCADA system is in need of upgrades. They have broken down the SCADA upgrades over a period of 3 years, the first being FY2016.

Woodard and Curran will initially perform SCADA upgrades that can be performed in a short time frame or approximately 3 months, and are identified in the attached TRM list. This work will significantly improve the existing SCADA system reliability and backup. Their fee for these services comes to \$48,932. In addition, they will install a wireless SCADA network at 12 control controls panels such that operators will be able to update their plant checks with tablets. This cost comes to \$33,000. Finally, they will do a complete design of the control system and associated SCADA system. This work will involve upgrading 13 control panels such that there will be uniformity of the system components to allow for simplified operations, have less chance for mistakes, standard maintenance and ease of parts procurement. This effort will also involve upgrades to allow SCADA control for all control panels. The total costs for this design effort comes to \$106,568. The total for all three of these upgrades comes to \$188,500, and is part of the WERF list, Asset ID: SCADA.

The SCADA work will be completed over 3-years, the first year being FY2016. Based on Woodard & Curran's design effort, additional SCADA upgrades will be identified for FY 2017 and FY 2018.



**WOODARD & CURRAN
MEMORANDUM OF AGREEMENT**

Project Number: P228730.13 Client PO Number: _____
Client Name: City of Nashua, NH
Contact Name: Dave Simmons Contact Email: simmons@d@nashuanh.gov
Address: 2 Sawmill Road Phone: 603.589.3560
City: Nashua State: NH Zip: 03060
Project Name: City of Nashua, NH – SCADA TRM List, Wireless and Design Phase
Project Location: Nashua, NH

See Attachment A

Services: Woodard & Curran will execute the work listed in Attachment A. The Troubleshoot, Repair and Maintain list presented to the staff on January 12, 2016 and amended and updated on January 21, 2016. Woodard & Curran will design, install and configure a wireless SCADA System. Woodard & Curran will design and produce bidding documents for Phase 1 of SCADA Upgrades.

Start Date: March 15, 2016 End Date: June 30, 2016

Fee Basis:

Lump Sum Amount \$188,500.00 Estimated Fee Amount \$

Expenses (see attached schedule)

Pricing is valid for 60 days from date of proposal.

If the above fee is indicated as Time & Expenses with an estimate, our fee will be based on the time expended and costs incurred. Additional services requested, unusual problems or difficulties may necessitate a higher fee. If a maximum fee amount is indicated, this amount will not be exceeded without further authorization by the Client. Woodard & Curran will provide these services under the terms and conditions of the Contract for Professional Services between the City of Nashua, NH, and Woodard & Curran as agreed to by both parties in June 2015.

Billings will be: Monthly At completion of services Other _____

Terms will be: Net 30 days Other _____

The above is intended as a summary of our agreement for the performance of the work described. Please examine same carefully and, if accurate, indicate your approval and acceptance in the space provided below.

Date: February 16, 2016

By: 
Title: Senior Vice President
Woodard & Curran

Accepted:

The undersigned hereby states that they are the person or duly authorized agent of the person or organization contracting for the above services on the above described project; and that the terms and conditions stated are understood and herewith agreed to and accepted. Woodard & Curran. is hereby authorized to proceed with the services outlined above.

Date: _____

By: _____
Title: _____



WOODARD & CURRAN ATTACHMENT A

RESPONSIBILITY OF THE CLIENT

- Provide access to the SCADA System, Computers and other control equipment and documentation;
- Ensure all electrical systems, communications and power are properly functioning to allow the improvements;
- Assumes any existing instrumentation required to implement upgrades including but not limited to flow, level and chlorine analyzers are properly functioning;
- Determine internally with plant personnel the criteria for users, permissions and passwords;
- Attend meetings and provide feedback as needed

RESPONSIBILITY OF WOODARD & CURRAN

- All tasks in the following TRM list;
- Create Wireless Access points at (13) thirteen control panels
- Complete Phase 1 – Detailed Design and Bidding Phase: Under this phase, the detailed design for the plant sites would be completed. Woodard & Curran recommends that the detailed design for all plant sites (regardless of schedule) be completed as one project for greater efficiency. The deliverables would be structured so the City can choose the sites to upgrade and develop a set of contract documents for those sites. This budget assumes one bidding phase.
- Complete all work on or before June 30, 2016 contingent upon receipt of purchase order from the City of Nashua by March 30, 2016.



	TRM Priority	TRM Type	Task Description
Item No. 1	1 - High	Maintenance	New SCADA Server computer – Dell Optiplex Desktop Windows 7 – Full SCADA Computer utilized as server to clients – includes two monitors and PC processing power for server hosting. Assumes use of two existing monitors at plant. SCADA Security - Add Individual Log-ins to SCADA
Item No. 2	1 - High	Troubleshoot	Alarm Summary Clean-Up - Identify Alarms and resolve to prevent 50+ active alarms. Work with Nashua operator to chase down, troubleshoot, and eliminate nuisance alarms causing the Alarm Summary screen to be ignored
Item No. 3	2 - Medium High	Maintenance	RAS Plant Flow Pacing Control – Work with operations to determine RAS pump pacing with plant flow. Update any plant control narrative and O&M Manuals
Item No. 4	2 - Medium High	Repair	Specify and develop Purchasing List for replacement of ALL UPS Units for SCADA HMI and PLC Panels. Develop UPS Sizing and Model Spec based on VA and space requirements. Ensure PLC Panels are wired to power PLC equipment on load side of UPS. Work with Electrician (Ray) to evaluate priority panels.
Item No. 5	2 - Medium High	Maintenance	Historical Trends on SCADA Facelift – Create single HMI Full size SCADA Screen using trend template and dropdown for historical trends. Eliminate over 50 HMI Screens.
Item No. 6	2 - Medium High	Maintenance	Gas Analyzers Overview Screen – organize all Gas Analyzers and status of alarm horns to common SCADA Screen
Item No. 7	2 - Medium High	Maintenance	Pump Runtimes Screen – Add cumulative & maintenance runtimes to PLC/SCADA
Item No. 8	2 - Medium High	Maintenance	Remote Access - Team viewer with SonicWall – Provide Hardware & Software to provide secure remote access by plant operations. Work with Nashua IT to provide City Network access to SonicWall & SCADA Server



Item No. 9	3 - Medium	Troubleshoot	Chlorination & Dechlorination Re-Program – Add flow & trim residual controls allowing operations to leave systems in automatic. Increase informational awareness of system including dose, chemical usage and failover.
Item No. 10	3 - Medium	Maintenance	Update proposed Network Architecture drawings to include Plant Existing Network Architecture
Item No. 11	3 – Medium	Maintenance	Migrate FactoryTalk Historian to New Server computer and re-establish link with HACH WIMS using dual NIC Card connected to City Network via SonicWall
Item No. 12	4 - Medium	Repair	Johnson Controls MetaSys – Work with Vendor & plant staff to identify Network management, document Ethernet IP Nodes on network, and identify spare fiber optic cables for use of HVAC Network



CONTRACT FOR PROFESSIONAL SERVICES

**WET WEATHER FACILITY SCADA UPGRADE
DESIGN – PHASE I**

A CONTRACT BETWEEN

THE CITY OF NASHUA, 229 MAIN STREET, NASHUA, NH 03061-2019

AND

WOODARD AND CURRAN

NAME AND TITLE OF PROFESSIONAL ENGINEER

41 HUTCHINS DRIVE, PORTLAND, MAINE 04102

ADDRESS OF PROFESSIONAL ENGINEER

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

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

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

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

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

Exhibit A--General Conditions for Contracts

Exhibit B--Scope of Services, Contract Time, Fee Schedule

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.

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

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

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

One Hundred Eighty-Eight Thousand Five Hundred Dollars (\$188,500.00)

which, unless otherwise provided in this contract, shall be paid in accordance with the provisions of Exhibit B or unless Professional Engineer has received a written exemption from the City. Professional Engineer shall submit monthly requests for payment for services performed under this agreement directly to

**City of Nashua
Attn: Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Atten: William Keating, P.E.**

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

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

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

The City will pay for work satisfactorily completed by Professional Engineer. The City will pay Professional Engineer within **30** days of approval by the City of the submitted invoice forms and

progress reports. The City will make no payments until the invoice forms and progress reports have been submitted and approved.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until and unless approved by the City of Nashua.

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

CITY REPRESENTATIVE:

REPRESENTATIVE:

David Simmons, Superintendent
City of Nashua Wastewater Facility
Sawmill Road
Nashua, NH 03060

Trina Picardi, Senior Client Manager
Woodard & Curran
40 Shattuck Road – Suite 110
Andover, MA 01810

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 or Professional Engineer may change the address or representative by giving written notice to the other party.

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

City of Nashua, NH (signature)

Woodard and Curran (signature)

James Douchess, Mayor
(Printed Name and Title)

(Printed Name and Title)

Date

Date



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

February 25, 2016

Memo #16-113

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: PUMP STATION UPGRADES DESIGN SERVICES (AMENDMENT 1) (VALUE: \$15,000)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER
ACTIVITY: PUMP STATION UPGRADES

Please see the attached communication from David Simmons, Wastewater Department Superintendent dated February 29, 2016 for the information related to this purchase.

The original contract, pursuant to NRO § 5-78 Major purchases (greater than \$10,000), was awarded in the amount of \$82,590. Amendment No. 1 is in the amount of \$15,000 for a new contract total of \$97,590.

The Wastewater Department Superintendent, Board of Public Works (February 29, 2016) and the Purchasing Department recommend the award of Amendment No. 1 for contract in the amount of **\$15,000 to Woodard & Curran of Portland, ME.**

Respectfully,

Dan Kooker
Purchasing Manager

Cc: D Simmons L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: February 29, 2016
From: David A. Simmons, Superintendent
Wastewater Department
Re: Amendment 1 to the Pump Station Upgrades Design Services – Phase 1 – Study and Evaluation

G. Motion: To approve Amendment 1 to Woodard & Curran's contract for professional services for the Pump Station Upgrades project in amount not to exceed \$15,000 for additional design services. Funding will be through: Department: 169 - Wastewater; Fund: Wastewater; Activity: Pump Station Upgrades.

Attachments: Pump Station Upgrades – Amendment 1 to the Evaluation and Study Phase- Scope of Work and Fee

Discussion: The design phase services for the Study and Evaluation of the Pump Station Upgrades project was awarded to Woodard & Curran of Portland, ME on July 10, 2015 in an amount of \$82,590. This amendment will increase the total amount by \$15,000 to a new total of \$97,590.

Woodard & Curran were on budget for their services until the forcemain break at Northgate Pump Station occurred. At the City's request, we asked them to evaluate alternatives, in the event we need to come up with a design for a new forcemain in a fast turn-around. Woodard & Curran evaluated various alternatives for a new forcemain along with preliminary costs and submitted the report to the Wastewater Department. In addition, Woodard & Curran also provided assistance on the Newton Drive pump station that also had a forcemain leak. They evaluated the forcemain size needed to replace the existing forcemain. Both of their efforts in evaluating these forcemains will carry over to the upcoming design phase services so there was no wasted effort in performing these evaluations. An additional \$15,000 should be added to their contract so they can complete the remaining work on the Study and Evaluation Phase of this project.

Their additional costs for this amendment to the study and evaluation phase was reviewed by the Wastewater Department and was found to be reasonable for the scope of work involved. This project is eligible for a 20% State Aid Grant from the New Hampshire Department of Environmental Services.

**Nashua Wastewater Treatment Facility - Pump Stations Upgrade Project - Northgate
Woodard & Curran**

Phase	DES Phase Description	Principle in Charge	Client Manager	Project Manager	Lead Project Engineer	Project Engineer	Staff Engineer, Process	Total Hours per Phase	Labor Cost per Phase	Expense	Subs
001	Project Management	0	0	0	0	0	0	0	\$0	\$0	\$0
002	Site Visits and Initial Brainstorm	0	0	0	0	0	0	0	\$0	\$0	\$0
003	Assessments and Options Development	0	0	0	0	0	0	0	\$0	\$0	\$0
004	Options Evaluations and Finalize Design Intent Each Station	0	0	0	0	0	0	0	\$0	\$0	\$0
005	Technical Advisory Team Review	0	0	0	0	0	0	0	\$0	\$0	\$0
006	Pump Station Project Prioritization and Final Field Report	0	0	0	0	0	0	0	\$0	\$0	\$0
007	Pump Station Funding Investigation	0	0	0	0	0	0	0	\$0	\$0	\$0
008	Northgate Forcemain Failure Repair and Replacement Investigation		10	12		38	48			109	
Total Hours per Category		0	10	12	0	38	48	108			
Rates		\$65	\$62	\$57	\$47	\$44	\$32				
Total Cost per Category		\$0	\$617	\$686	\$0	\$1,659	\$1,517		\$4,479	\$109	\$0

Direct Labor Total	\$4,479
Indirect Costs @ 2.02	\$9,048
Subtotal Labor + Indirect	\$13,527
Profit @ 10%	\$1,353
Total Labor and Profit	\$14,880

Subconsultants	\$0
Expenses	
Travel	\$109
Shipping	\$0
Supplies	\$0
Reproduction	\$0
Profit @ 10%	\$11
Total Expenses and Subconsultants	\$120

Total Contract Price	\$15,000
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**Nashua Wastewater Treatment Facility - Pump Stations Upgrade Project - Northgate
Woodard & Curran**

Phase	DES:Phase Description	Principle in Charge	Client Manager	Project Manager	Lead Project Engineer	Project Engineer	Staff Engineer, Process	Total Hours per Phase	Labor Cost per Phase	Expense	Subs
001	Project Management	0	0	0	0	0	0	0	\$0	\$0	\$0
002	Site Visits and Initial Brainstorm	0	0	0	0	0	0	0	\$0	\$0	\$0
003	Assessments and Options Development	0	0	0	0	0	0	0	\$0	\$0	\$0
004	Options Evaluations and Finalize Design Intent Each Station	0	0	0	0	0	0	0	\$0	\$0	\$0
005	Technical Advisory Team Review	0	0	0	0	0	0	0	\$0	\$0	\$0
006	Pump Station Project Prioritization and Final Field Report	0	0	0	0	0	0	0	\$0	\$0	\$0
007	Pump Station Funding Investigation	0	0	0	0	0	0	0	\$0	\$0	\$0
008	Northgate Forcemain Failure Repair and Replacement Investigation		10	12		38	48			109	
Total Hours per Category		0	10	12	0	38	48	108			
Rates		\$65	\$62	\$57	\$47	\$44	\$32				
Total Cost per Category		\$0	\$617	\$686	\$0	\$1,659	\$1,517		\$4,479	\$109	\$0

Direct Labor Total	\$4,479
Indirect Costs @ 2.02	\$9,048
Subtotal Labor + Indirect	\$13,527
Profit @ 10%	\$1,353
Total Labor and Profit	\$14,880

Subconsultants	\$0
Expenses	
Travel	\$109
Shipping	\$0
Supplies	\$0
Reproduction	\$0
Profit @ 10%	\$11
Total Expenses and Subconsultants	\$120

Total Contract Price	\$15,000
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**AMENDMENT NO. 1
To
ENGINEERING REPORT, DESIGN & BIDDING PHASE
CONTRACT FOR PROFESSIONAL SERVICES
FOR
TREATMENT WORKS**

CITY OF NASHUA, NEW HAMPSHIRE

This AMENDMENT No. 1 made and entered into at Hillsborough County, New Hampshire, this _____ day of _____ 2016 will increase the scope to the CONTRACT between the City of Nashua, New Hampshire and Woodard & Curran, dated July 10, 2015 for Engineering Report Phase Contract for Professional Services for Treatment Works.

The additional scope is to provide additional report phase services for investigating and adding the following components to the bid documents:

1. Northgate Forcemain Failure – Repair and Replacement Options.

Payment will be in accordance with the original agreement based on monthly billing based on hours and rates by labor category with mark-up and incidental expenses in accordance with the attached fee schedule as modified for this amendment.

That the dollar amount in Section IV, Paragraph A, Item 2, on page 3 be amended to read:

“...Ninety seven thousand, five hundred and ninety Dollars (\$97,590).”

The schedule for rendering services shall be 30 days after execution of this amendment.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Hillsborough County, New Hampshire, the day, month, and year first above written.

ENGINEER:

By: _____
(Authorized Representative*)
Date: _____

OWNER:

By: _____
(Authorized Representative*)
Date: _____

APPROVED: **

DEPARTMENT OF ENVIRONMENTAL SERVICES
Water Division

By: _____
(Authorized Representative)
Date: _____

* Signatures should be supported by appropriate document.
** It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

PART III - PRICE SUMMARY

13. COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES (Indicate basis for price comparison)	MARKET PRICE(S)	PROPOSED PRICE

PART IV - DIRECT LABOR BY CATEGORY

14. INSERT THE APPROPRIATE WORK CATEGORY IN THE TABLE BELOW. WORK CATEGORIES WOULD INCLUDE BUT NOT BE LIMITED TO THOSE CATEGORIES SHOWN IN THE CONTRACT DOCUMENTS SUCH AS DESIGN, SURVEY, SUBSURFACE, CADASTRAL, O&M MANUAL, ADMINISTRATION, INSPECTION, RECORD DWGS, START-UP, SPECIAL SERVICES, ETC.

Work category	Field Study	Preliminary Design and DBM	Final Design, Bid Documents and Bid Support	Amendment 1						Total Hours	Rate	Cost
Principle in Charge	0									0	\$64.72	\$0
Client Manager	20			10						30	\$61.71	\$1,851
Project Manager	68			12						80	\$57.19	\$4,576
Lead Project Engineer	92									92	\$46.66	\$4,293
Project Engineer	0			38						38	\$43.65	\$1,659
Sr. Technical Advisor	8									8	\$61.71	\$494
Sr. Area Manager	76									76	\$58.70	\$4,461
Senior Engineer, SCADA	76									76	\$49.67	\$3,775
Staff Engineer, SCADA	0									0	\$31.61	\$0
Senior Engineer, Electrical	0									0	\$57.19	\$0
Staff Engineer, Electrical	16									16	\$40.64	\$650
Staff Engineer, Process	32			48						80	\$31.61	\$2,529
Senior Engineer, Structural	4									4	\$57.19	\$229
Staff Engineer, Structural	8									8	\$40.64	\$325
Sr. Cost Estimator	40									40	\$42.14	\$1,686
Designer	0									0	\$34.62	\$0
Senior Planner	40									40	\$46.66	\$1,866
Technical Specialist	0									0	\$45.15	\$0
Project Assistant	20									20	\$28.60	\$572
Total Hours/Phase	500	0	0	108	0	0	0			608		
										608		
Total - Direct Labor Cost												\$28,965



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

February 25, 2016
Memo #16-114

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: STEAM BOILER WATER TREATMENT SERVICES (VALUE: \$2,492)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER
ACCOUNT CLASSIFICATION: 54 PROPERTY SERVICES

Please see the attached communication from David Simmons, Wastewater Department Superintendent dated February 29, 2016 for the information related to this purchase.

The original contract was awarded in the amount of \$8,990. Change Order #1 in the amount of \$2,492 for a new contract total of \$11,482 is over \$10,000. Pursuant to NRO § 5-78 Major purchases (greater than \$10,000) this contract now requires Finance Committee approval.

The Wastewater Department Superintendent, Board of Public Works (February 29, 2016) and the Purchasing Department recommend Change Order #1 on this contract in the amount of **\$2,492 to Clarity Water Technologies of North Congers, NY.**

Respectfully,

Dan Kookan
Purchasing Manager

Cc: D Simmons L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: February 29, 2016

From: David A. Simmons, Superintendent
Wastewater Department

Re: Steam Boiler Water Treatment Service – Change Order #1

C. Motion: To approve Change Order #1 in the amount of \$2,491.70 to the contract with Clarity Water Technologies of North Congers, NY for the steam boiler water treatment service at the Wastewater Treatment Facility. Funding will be through Department: 169 Wastewater; Fund: Wastewater; Account Classification: 54 Property Services.

Discussion: Clarity Water Technologies provides the water treatment service to the new steam boilers at the facility.

The original contract, in the amount of \$8,990, was for a twelve month period beginning February 1, 2015 and ending January 31, 2016. PO # 121661 was issued was FY2016.

This Change Order #1 in the amount of \$2491.70 will extend the contract through FY 2016. Bids will be solicited for the FY2017 service agreement.

Upon approval of Change Order #1 the total contract value will be \$11,481.70.

SERVICE AGREEMENT

**STEAM BOILERS WATER TREATMENT,
WASTEWATER TREATMENT FACILITY**

**BETWEEN
CITY OF NASHUA
AND
CLARITY WATER TECHNOLOGIES, LLC**

Original Service Agreement Executed Dated: January 26, 2015

This **AMENDMENT No. 1**, dated _____ is attached to and made part of the **SERVICE AGREEMENT** between the City of Nashua, New Hampshire and **Clarity Water Technologies, LLC** for water treatment of the steam boilers at the City of Nashua’s Wastewater Treatment Facility.

All terms of the **SERVICE AGREEMENT**, executed on **January 26, 2015**, other than the Compensation Schedule shall remain in force until the completion of the work authorized under this **Amendment No.1**.

This Amendment No 1, with attachments (Exhibit A), along with the original **SERVICE AGREEMENT**, executed on **January 26, 2015**, with attachments, constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

OWNER:

VENDOR:

City of Nashua, NH (signature)

Clarity Water Technologies (signature)

James Donchess, Mayor
(Printed Name and Title)

(Printed Name and Title)

Date

Date



AGREEMENT

Effective Date: February 1, 2016

Clarity Water Technologies LLC agrees to provide services and chemicals to the customer the City Of Nashua for a period of 5 months. The Customer agrees to pay \$2491.70 and will be billed monthly @ \$498.34

SHIP TO:

City of Nashua

Sawmill Rd

Nashua, NH 03060

Receiving

BILL TO:

City of Nashua

229 Main Street

Nashua, NH 03060

ATTN: ACCOUNTS PAYABLE – PO #121661

~~CUSTOMER and Clarity Water Technologies LLC agree that the ultimate success of any treatment program provided by CWT to CUSTOMER hereunder is dependent on diligent application of the program in full accordance with recommendations made by CWT during normal service visits. CWT accepts no responsibility for any failure caused in whole or part by CUSTOMER'S lack of diligence or failure to follow CWT recommendations. CWT will be responsible for reasonable diligence and care in providing this program. CWT will not be responsible for failure or delay in providing its program due to any act or circumstances beyond its control. This Program is based on current operating conditions and is subject to change if conditions alter. Either party upon 30 days prior written notice to the other may terminate this Agreement.~~

Clarity Water Technologies LLC:

By: *Thomas Hageman*

Thomas Hageman

(Printed Name)

Title: North East Regional Manager/Owner

Tax Exempt Check One) Yes No

If yes, a tax exemption certificate needs to be attached to the agreement in order to process the contract.

WHEN OUR CUSTOMERS SUCCEED WE SUCCEED



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

February 25, 2016

Memo #16-115

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: INSTALLATION OF FLOW METER (VALUE: \$15,860)
DEPARTMENT: 169 WASTEWATER; FUND: WERF
ACCOUNT CLASSIFICATION: 81 BUILDINGS & IMPROVEMENTS

Please see the attached communication from David Simmons, Wastewater Department Superintendent dated February 29, 2016 for the information related to this purchase.

Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting bids.

The Wastewater Department Superintendent, Board of Public Works (February 29, 2016) and the Purchasing Department recommend the award of this installation contract in the amount of **\$15,860** to **Methuen Construction of Salem, NH**.

Respectfully,

Dan Kookan
Purchasing Manager

Cc: D Simmons L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: February 29, 2016

From: David A. Simmons, Superintendent
Wastewater Department

Re: Installation of Flow Meter

H. Motion: To approve the installation of a mag flow meter in the wet weather facility at the Wastewater Treatment Facility to Methuen Construction of Salem, NH in amount of \$15,860. Funding will be through: Department: 169 Wastewater; Fund: WERF; Account Classification: 81 Buildings & Improvements.

Attachments: Methuen Construction Corporation Bid

Discussion: The flow meter for the wet weather facility has failed. This meter has electrodes built into a 36-inch ductile iron flange section of the pipe. Both the meter and the flange have to be replaced. Since this flange is a large, heavy 36-inch section of ductile iron pipe it is a difficult and labor intensive operation to remove and replace it. The flow meter was previously purchased by the Wastewater Plant and is on WERF list (Asset ID: WW-INST).

Bids were sought from 4 contractors that have completed recent project at the wastewater facility. Out of the four, three of them submitted bids, as follows:

Penta Corp	Moultonboro, NH	\$28,620
Weston & Sampson	Andover, MA	\$21,500
Methuen Construction	Salem, NH	\$15,860

The low bidder, Methuen Construction Corporation, was the contractor at the plant for the Wet Weather Facility and the CSO14 project. They are a reputable contractor and are very knowledgeable in all plant related construction activities. They have provided quality construction work on these projects for the City and are well qualified for this work.



City of Nashua Service Agreement

Installation of Flow Meter

Service Agreement between Methuen Construction with its office located at 40 Lowell Road in Salem, New Hampshire 03079 hereinafter "VENDOR") and The City of Nashua, New Hampshire (hereinafter "OWNER").

This Agreement represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral.

The intent of the Agreement is to include all items necessary for the proper execution and completion of the work by the VENDOR.

The VENDOR shall complete the following work for the OWNER:

Installation of 36" Flow Meter replacement and 42" Victaulic Coupling Repair per proposal dated February 2, 2016. Item No. 01.

Invoicing shall be in accordance with the attached, **Exhibit A, Item No. 1**, which the OWNER has accepted and approved. VENDOR shall start work up receipt **of an executed Service Agreement and** a valid City of Nashua issued Purchase Order (the "WORK").

The OWNER agrees to pay the VENDOR the sum of:

Fifteen Thousand Eight Hundred Sixty Dollars **(\$15,860.00)**

Payment shall be made approximately **30** days from the time the payment application is received by the OWNER depending upon the timing of submittals and approvals. Application for Payment performed under this agreement shall be submitted directly to:

**City of Nashua
Accounts Payable
PO Box 2019
Nashua, NH 03061-2019
Attn: William Keating**

To facilitate the proper and timely payment of applications, the City of Nashua requires that all applications contain a valid **PURCHASE ORDER NUMBER**.

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

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



City of Nashua Service Agreement

VENDOR and subcontractors at every tier will fully comply with NH RSA Chapter 281-A, "Workers' Compensation".

VENDOR 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

VENDOR are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by **VENDOR** under the contract. The **OWNER** shall not maintain any insurance on behalf of **VENDOR**. Subcontractors are subject to the same insurance requirements as the **VENDOR** and it shall be the **VENDOR's** responsibility to ensure compliance of this requirement.

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

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

VENDOR will provide the **OWNER** with certificates of insurance for coverage, as listed, and endorsements affecting coverage required by the Agreement. The **OWNER** requires thirty days written notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. General Liability and Auto Liability policies must name the City of Nashua as an additional insured and reflect on the certificate of insurance. **VENDOR** 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, **VENDOR** 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 **VENDOR** of its responsibilities or limit the amount of its liability to the **OWNER** or other persons, and **VENDOR** is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by **OWNER** shall be called upon to contribute to a loss.
- **VENDOR** is responsible for and required to remedy all damage or loss to any property, including property of the **OWNER**, caused in whole or part by **VENDOR** or anyone employed, directed, or supervised by **VENDOR**.



City of Nashua Service Agreement

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

VENDOR warrants and guarantees to **OWNER**, for one (1) year, upon completion of work, that all Work will be in accordance with the Agreement and will not be defective. **VENDOR's** warranty and guarantee hereunder excludes defects or damage caused by:

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

If the **VENDOR** defaults or neglects to carry out the Work in accordance with this Agreement and fails within a two day period after receipt of written notice from the **OWNER** to correct such default or neglect with diligence and promptness, the **OWNER** may, without prejudice to other remedies, correct such deficiencies.

The **VENDOR** warrants to the **OWNER** that (1) the Work will be free from defects not inherent in the quality required or permitted; and (2) the Work will conform to the requirements of the Agreement.

The **OWNER** shall have no responsibility for the payment of money to any Subcontractor or material supplier.

The **OWNER** shall not supervise or directly control the work of the **VENDOR**. The **OWNER** does reserve the right to inspect the work being performed and to determine whether it is being performed in a good and "workmanlike" manner. The **VENDOR** shall promptly correct Work rejected by the **OWNER** as failing to conform to the Agreement. The **VENDOR** shall bear the cost of correcting such rejected work.

The **OWNER** can terminate this Agreement at any time and pay the **VENDOR** a prorated amount for all service performed up to that date.

The laws of the State of New Hampshire shall govern this Agreement exclusively and any litigation to this Agreement shall be brought to a court located in the State of New Hampshire.



City of Nashua Service Agreement

The agreement, along with the executed OWNER's Purchase Order, are subject to the City of Nashua Standard Terms and Conditions, which are available on the City's website at www.nashuanh.gov/purchasing.

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)

Methuen Construction (signature)

James Douchess, Mayor
(Printed Name and Title)

(Printed Name and Title)

Date

Date



QUOTATION

QUOTE NO: 16-0102
 DATE: FEBRUARY 2, 2016
 PROJECT: NASHUA WWTP – MISC. MAINTENANCE ITEMS
 LOCATION: NASHUA, NH

William Keating
 Chief Estimator/Project Manager
 Nashua – Wastewater Department
 2 Sawmill Road
 Nashua, NH 03062

In response to your request for pricing to provide Services we are pleased to submit the following for your review and consideration:

Item No. 01 – 36" FLOWMETER REPLACEMENT AND 42" VICTAULIC COUPLING REPAIR

The scope of work for this proposal item includes the following:

- Provide labor, materials, and equipment required to replace existing 36" flowmeter.
- Methuen will provide new 36" full face gaskets required for flowmeter installation.
- The existing hardware to install the flowmeter will be reused.
- New flowmeter to be provided by the City of Nashua.
- No painting of the new flowmeter or existing piping is included.

The cost for the work described above is \$15,860.00

~~Item No. 02A – REBUILD ONE (1) EXISTING 6" WAS PUMP (FAIRBANKS MODEL NO. B5423) AND INSTALL~~

~~The scope of work for this proposal item includes the following:
 (Reference attached pictures for corresponding pump designations)~~

- ~~• Pickup existing WAS Pump #1, that is currently not installed, from plant and transport to our facility to be rebuilt.~~
- ~~• Provide new OEM parts to perform complete rebuild of WAS Pump #1.
 (See attachment for list of components to be replaced)~~
- ~~• Deliver rebuilt WAS pump to plant.~~
- ~~• Replace existing WAS Pump #2 that is currently out of service with WAS Pump #1 that was rebuilt.~~
- ~~• Alignment of WAS pump is not included.~~
- ~~• Painting of existing pump or piping is not included.~~
- ~~• There is a four (4) week lead time on the delivery of the replacement parts.~~

The cost for the work described above is \$13,050.00

Item No. 02B – REBUILD TWO (2) EXISTING 6" WAS PUMP (FAIRBANKS MODEL NO. B5423) AND INSTALL

The scope of work for this proposal item includes the following:
(Reference attached pictures for corresponding pump designations)

- Pickup existing WAS Pump #1, that is currently not installed, from plant and transport to our facility to be rebuilt.
- Provide new OEM parts to perform complete rebuild of WAS Pump #1.
(See attachment for list of components to be replaced)
- Deliver rebuilt WAS Pump #1 to plant.
- Replace existing WAS Pump #2 that is currently out of service with WAS Pump #1 that was rebuilt.
- Transport WAS Pump #2 to our facility to be rebuilt.
- Deliver rebuilt WAS Pump #2 to plant.
- WAS Pump #2 will be placed in the WAS pump room as a spare pump for the Plant's future use.
- Alignment of WAS pump is not included.
- Painting of existing pump or piping is not included.
- There is a four (4) week lead time on the delivery of the replacement parts.

~~**The cost for the work described above is \$24,125.00**~~

Methuen has provided Item Nos. 02A and 02B as options so you may choose the best approach to meet your operational and budgetary needs. Either one of these options can be selected at your discretion.

Should you wish to pursue this work, please make note of the bid items selected below, and return a signed copy of the proposal to Methuen. Thank you for the opportunity to provide you with a proposal to perform this work.

Respectfully submitted,



Jason C. Babbidge
Project Manager

This quotation is Valid for 30 days from the date of this Quotation

Acceptance of Proposal/Work Authorization

I understand that by accepting the above proposal, I am authorizing work to proceed. Payment shall be made as required by mutually agreeable terms and conditions.

Any changes and/or modifications to the above proposal must be mutually agreed upon by Methuen Construction Co., Inc and incorporated via amendment to this proposal.

(Please list Bid Items selected above)

(Signature)

Date: _____

(Printed Name)





THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

February 25, 2016

Memo #16-116

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: ROOF REPLACEMENT (VALUE: \$25,723)
DEPARTMENT: 169 WASTEWATER; FUND: WERF
ACCOUNT CLASSIFICATION: 81 CAPITAL OUTLAY/IMPROVEMENTS

Please see the attached communication from David Simmons, Wastewater Department Superintendent dated February 29, 2016 for the information related to this purchase.

The original contract, pursuant to NRO § 5-78 Major purchases (greater than \$10,000), was awarded in the amount of \$382,500. Change Order 1 increased the contract by \$1,548 to install new roof drains bringing the total to 384,048. Change Order 2 is for an amount of \$25,723 to replace the coping in the Admin Buildings and reseal gaps in the concrete roof coping in the Grit Building for a new contract total if approved of \$409,771.

The Wastewater Department Superintendent, Board of Public Works (February, 29, 2016) and the Purchasing Department recommend the award of Change Order #2 for this contract in the amount of **\$25,723 to Rockwell Roofing, Inc. of Leominster, MA.**

Respectfully,

Dan Kooken
Purchasing Manager

Cc: D Simmons L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: February 29, 2016

From: David A. Simmons Superintendent
Wastewater Department

Re: NWTF – Rockwell Roofing – Change Order 2

D. Motion: To approve change order #2 of the construction contract for the NWTF Roof Replacements Project contract to Rockwell Roofing, Inc. in the amount of \$25,723. Funding will be through Department: 169 Wastewater; Fund: WERF; Account Classification: 81 Capital Outlay/Improvements.

Discussion: The original contract for Rockwell Roofing to replace the roofs on eight buildings at the Wastewater Treatment Facility is for \$382,500. Change order 1 was to install new roof drains on the buildings in an amount of \$1,547.50 to bring the new contract value to \$384,047.50.

Following completion of the newly installed roofs, rainwater could still enter the Admin Building in the Lab area. It was determined the water is entering through gaps in the original coping that was installed with the original building in 1972. The entire coping needs to be replaced on the roof in the Admin Buildings. In addition, there are gaps in the concrete roof coping in the Grit Building that need to be removed and resealed. Rockwell Roofing has developed a cost proposal for these 2 items in the amount of \$25,723 as shown on the attached cost proposals.

The Wastewater Department has reviewed Rockwell's costs for both items which appear to be in line with this type of work. The new value of their contract following this change order will be in the amount of \$409,770.50.

The roof replacement project is a scheduled replacement identified in the wastewater equipment replacement fund (WERF), asset ID: RR

CHANGE ORDER

No.2

PROJECT: NWTF Roof Replacement

OWNER'S CONTRACT NO.: IFB0774-012215

DATE OF ISSUANCE: February 19, 2016 EFFECTIVE DATE: Upon City Approval

OWNER: City of Nashua, NH

OWNER's Purchase Order NO.: 120218

CONTRACTOR: Rockwell Roofing, Inc.

ENGINEER: William Keating

You are directed to make the following changes in the Contract Documents:

Purpose of Change Order: To remove and replace existing metal cap and shelf for **\$24,625**
 To furnish and install new caulking in the Grit Building for **\$1,098**

Justification: Additional work identified for project.

Attachments: (List Documents supporting change):

Rockwell Roofing Proposal dated October 28, 2015
 Rockwell Roofing Proposal dated December 22, 2015

New Price and Time Summary:

<u>CHANGE IN CONTRACT PRICE:</u>		<u>CHANGE IN CONTRACT TIMES:</u>	
Original Contract Price \$382,500.00		Original Contract Times 11/24/2015 Ready for final payment: 01/16/2016 days or dates	
Net changes from previous Change Orders \$1,547.50		Net change from previous Change Orders 0 days	
Contract Price prior to this Change Order \$384,047.50		Contract Times prior to this Change Order Substantial Completion: 11/24/2015 Ready for final payment: 01/16/2016 days or dates	
Net Increase (decrease) of this Change Order \$25,723.00		Net Increase (decrease) of this Change Order 164 calendar days	
Contract Price with all approved Change Orders \$409,770.50		Contract Times with all approved Change Orders Substantial Completion: 05/08/2016 Ready for final payment: 06/30/2016 days or dates	
<u>RECOMMENDED:</u>	<u>ACCEPTED:</u>	<u>APPROVED:</u>	
By: _____ Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)	By: _____ Owner (Authorized Signature)	
Date: _____	Date: _____	Date: _____	

