

FINANCE COMMITTEE

JUNE 1, 2016

7:00 PM

Aldermanic Chamber

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ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: Dan Kooken, Purchasing Manager

Re: Financial (Lawson/Kronos ERP) System Consulting Services Contract (Value: NTE \$90,000)  
Department: 122 Information Technology; Fund: Capital Projects – Technology; Activity  
Description: “NGIN” ERP System

From: Dan Kooken, Purchasing Manager

Re: Contract Award to Purchase a Riskmaster Upgrade for the Risk Department (Value: \$42,975)  
Department: Information Technology; Fund: Bond NGIN Project

From: Dan Kooken, Purchasing Manager

Re: Purchase Award for City Hall Firewall Replacement (Value: \$64,490)  
Department: Information Technology; Fund: Bond NGIN Project

From: Dan Kooken, Purchasing Manager

Re: Award Purchase of Microfilm Scanner (Value: \$12,982); Department: Library; Fund: General  
Fund; Account Classification: 71 Equipment

From: Dan Kooken, Purchasing Manager

Re: City Arts Nashua Contract (Value \$20,000); Department: 109 Civic and Community Activities;  
Fund: General Fund; Account Classification: 56 Human Service Agencies – Downtown  
Improvement Fund

From: Dan Kooken, Purchasing Manager

Re: Contract Award for Single Stream Recycling (Value: Not-to-Exceed \$249,925); Department:  
168 Solid Waste; Fund: Solid Waste; Account Classification: 55 Other Contracted Services

From: Dan Kooken, Purchasing Manager

Re: Contract Award for Renewal of USDA Wildlife Management Service Agreement  
(Value: Not-to- Exceed \$67,696); Department: 168 Solid Waste; Fund: Solid Waste  
Account Classification: 53 Professional & Technical Services

From: Dan Kooken, Purchasing Manager

Re: To Approve a Professional Services Contract with Sanborn, Head & Associates, Inc. for  
Gas Collection and Control Services (Value: \$45,000); Department: 168 Solid Waste;  
Fund: Solid Waste; Account Classification: 81 Capital Improvements

From: Dan Kooken, Purchasing Manager

Re: Castings Purchase for the 2016 Street Paving Program (Value: \$57,536)  
Department: 169 Wastewater; Fund: Wastewater; Activity: Sewer Structures

UNFINISHED BUSINESS – None

NEW BUSINESS – None

DISCUSSION

RECORD OF EXPENDITURES

PUBLIC COMMENT

NON-PUBLIC SESSION

ADJOURNMENT



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

"The Gate City"

May 26, 2016  
Memo #16-147

TO: MAYOR JIM DONCHESS  
FINANCE COMMITTEE

SUBJECT: FINANCIAL (LAWSON/KRONOS ERP) SYSTEM CONSULTING SERVICES  
CONTRACT (VALUE: NTE \$90,000)  
DEPARTMENT: 122 INFORMATION TECHNOLOGY; FUND: CAPITAL PROJECTS –  
TECHNOLOGY; ACTIVITY DESCRIPTION: "NGIN" ERP SYSTEM

By way of background, the City of Nashua implemented the Lawson Software suite of financial applications as part of its ERP Project. The FINPRO (Financial and Procurement) modules were implemented and went live during April 2012. FINPRO includes modules such as general ledger, accounts payable, requisitions, purchase orders and cash book. In January 2013, the HCM (Human Capital Management) modules were implemented and went live. HCM modules include payroll, benefits and human resources. During 2013, the Kronos timekeeping was also implemented.

As discussed by the Human Resources Director Larry Budreau during the FY2017 Proposed Budget Hearing on May 18, 2016, the Payroll Manager will be retiring in July 2016. This retirement has created the need to more fully document the current payroll processes and work flow in advance of hiring a new Payroll Manager. In addition, as the Human Resources and Benefits staff have completely turned over during the past year, Lawson and Kronos training is required.

The City has contacted professional services companies that specialize in Infor/Lawson and Kronos implementation and training. As of the date of this communication, interviews with prospective consultants are still taking place. It is our expectation that a consultant will be chosen early next week and in advance of the Finance Committee June 1, 2016 meeting. Once the consultant is chosen, a scope of services, fee schedule and timeline will be created.

The Director of Human Resources, Director of Information Technology, Accounting Manager and Chief Financial Officer are participating in the interview process. Their plans call for providing additional information to the Finance Committee next week.

Respectfully,

Dan Kooker  
Purchasing Manager

Cc: L. Budreau J. Griffin



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

May 12, 2016  
Memo #16-139

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD TO PURCHASE A RISKMASTER UPGRADE FOR THE RISK  
DEPARTMENT (VALUE: \$42,975)  
DEPARTMENT: INFORMATION TECHNOLOGY; FUND: BOND NGIN PROJECT  
ACCOUNT CLASSIFICATION: 81 CAPITAL IMPROVEMENTS

Please see attached communication from Bruce Codagnone, CIO/IT Division Director dated May 4, 2016 for the information related to this contract award.

This purchase is being made pursuant to NRO § 5-84 (A) (4), Sole-source procurements, where the proposed purchase is manufactured by only one company.

The CIO/IT Division Director and the Purchasing Department recommend awarding the contract to **CSC, of Falls Church, VA** in an amount of **\$42,975**.

Respectfully,

Dan Kookan  
Purchasing Manager

Cc: B Codagnone J Graziano



# THE CITY OF NASHUA

*Information Technology Division*

*"The Gate City"*

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To: John Griffin  
From: Bruce Codagnone  
Date: May 04, 2016

Re: RiskMaster Upgrade – NGIN Project

The City's Risk Management department uses an application called "RiskMaster" for the operation of their department. The version currently installed is no longer supported by the vendor and only runs on an unsupported version of the Microsoft operating system. Our maintenance contract allows us to get the new version free; however, due to the complex nature of this client server application, we need the assistance of the vendor to perform the upgrade. This purchase request covers the services to perform the upgrade and end-user training in the new version.

In addition to the RiskMaster Application, the City needs to purchase a new reporting tool. The second portion of this purchase is for the reporting tool license and configuration, and the required end-user training.

Regards,

Bruce R. Codagnone  
CIO / IT Division Director



BUSINESS SOLUTIONS  
TECHNOLOGY  
OUTSOURCING

# Business Proposal RISKMASTER Upgrade/ Business Analytics Reporting City of Nashua

March 15 , 2016

CSC  
10301 Wilson Blvd.  
Blythewood, SC 29016  
Kathy Rhodes, Advisor Software Applications Sales  
Email: [krhodes6@csc.com](mailto:krhodes6@csc.com)  
Phone: 803.422.8636



#### CSC PROPRIETARY

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of — or in connection with — the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets of this entire proposal.

***Statement of Purpose and Use***

Information contained in this document is intended solely to provide information necessary for the recipient to become acquainted with CSC's Financial Services Groups' products and services and does not constitute the definitive statement of system capabilities (which is contained in the documentation to the system). Under no circumstances shall any information contained in this document be deemed to be incorporated into any contract or legal agreement without the express written consent of an officer of CSC's Financial Services Group.

In consideration of receipt of this document, the recipient agrees to maintain such information in confidence and to not reproduce or otherwise disclose this information to any person other than those employees of the recipient directly responsible for evaluation of its contents.

However, there is no obligation to maintain the confidentiality of any information which was rightfully known to the recipient prior to receipt of such information from CSC, becomes publicly known through no fault of recipient, or is received by recipient from a third party not under obligation to keep such information confidential.

***All pricing and conditions in this document are valid for 30 days unless extended in writing. All prices are quoted in U.S. dollars unless specifically stated otherwise.***

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Printed in the U.S.A.

All questions regarding this proposal should be routed through:

**Contact:**

Kathy Rhodes, Advisor Software Applications Sales  
Phone: 803.422.8636  
Email: [krhodes6@csc.com](mailto:krhodes6@csc.com)

City of Nashua  
Jennifer Deshaies  
Risk Manager  
229 Main St  
Nashua, NH 03060

Dear Bruce/Jennifer,

CSC appreciates the opportunity to present to you our special pricing proposal to City of Nashua for an upgrade to RISKMASTER Accelerator and for the Business Analytics reporting module which will allow you much more flexibility in reporting and drilling into your data.

CSC is excited about this opportunity to expand our partnership with The City of Nashua. Please do not hesitate to contact me with any questions you may have after reviewing the attached proposal.

Sincerely,



Kathy Rhodes  
Advisor, Software Applications Sales  
10301 Wilson Blvd.  
Blythewood, SC 29016  
803.422.8636  
Krhodes6@csc.com

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## RISKMASTER ACCELERATOR

RISKMASTER® Accelerator is integrated browser-based software that consolidates multiple business functions into one cohesive solution to provide accurate, up-to-date data. It offers multicurrency processing, automatically converting financial amounts to your preferred currencies. And it also provides out-of-the box support for multiple languages. The system helps you gain the knowledge you need to take advantage of opportunities and mitigate future losses. It also improves your efficiency and effectiveness and gives you the flexibility to implement best practices and simplify workflow across the enterprise.

### Why Upgrade?

- RMA is 100% web-based. All users will need internet access from any location.
- Maintenance from an IT perspective is much easier to manage.
- New powerviews will allow users to customize their screens and users will also have the ability to move supplemental fields onto their core screens.
- There are numerous enhancements to diaries and notes.
- Microsoft Outlook integration.
- Removes the risk of the operating system hot patch which could potentially crash your system.
- Enhanced/modern reporting capabilities-full web-based reporting
- No major enhancements or bug fixes for older versions.

### Business Analytics Module

RISKMASTER Business Analytics uses SAP Business Objects to access and report on the information stored in your RISKMASTER database. Business Objects is an integrated query, reporting and analytical tool that enables you to access data, format it and deliver it as information inside and outside your organization. Business Analytics enables interactive access to claims and loss reports and database information, as well as other business information. You can use Business Analytics' drag-and-drop capability to easily create and format reports. Based on your specific needs, you can also customize the simple, organized workspace. Use Business Analytics with Web Intelligence (WEBI) for browser access to reports, or use the Business Objects Reporting Module for access in Windows.

#### Business Objects Power User

A Power User license combines the ability to create new ad-hoc reports using the report designer tool along with the ability to view, edit and schedule existing reports.

## Pricing: RISKMASTER Accelerator Upgrade /Business Analytics Module

Proposal Date: March 15, 2016

Contracts Executed by: June 11, 2016

Note: ILC, MESA and Services are estimated and are subject to change based on additional requirements and time of execution of contract.

Pricing Summary for City of Nashua		
<i>Upgrade Implementation Service</i>	<b>RISKMASTER World 7.14 to RISKMASTER Accelerator 15.3, DA to latest version and MMSEA Template upgrade</b> Includes: <ul style="list-style-type: none"> <li>• Installation – 4 days</li> <li>• Training –3 days-onsite</li> <li>• Project Management</li> </ul>	<b>Implementation Services Estimate:</b> \$15,400 (\$2,310) <b>\$13,090</b>
	<b>Incentive</b>	
<i>Initial License Fee (ILC)</i>	<b>Business Intelligence Reporting</b> Includes: <ul style="list-style-type: none"> <li>○ 5 Named BOE Professional Users</li> <li>○ Webi/Deski Report Creation</li> <li>○ Crystal Reports Viewer</li> <li>○ Scheduler and Publisher for each user</li> <li>○ 5 Dashboard viewer user licenses</li> <li>○ 1 Dashboard Designer user</li> </ul>	<b>One-Time Charge:</b> \$20,000
	<b>Incentive:</b>	(5,000)
	<b>Total:</b>	<b>\$15,000</b>
<i>RISKMASTER Accelerator Upgrade and Business Analytics Implementation Services</i>	<b>Includes: BA Installation and Training</b> <ul style="list-style-type: none"> <li>• Installation – 3 days</li> <li>• Training –3 days- on-site</li> <li>• Report Consulting Hours- 15</li> <li>• Project Management</li> </ul>	<b>Implementation Services Estimate:</b> \$15,675 (\$2,352)
	<b>incentive:</b>	
	<b>Total:</b>	<b>\$13,323</b>

**CSC PROPRIETARY**

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Pricing Summary for City of Nashua		
<b>Annual MESA</b> <i>(Maintenance, Enhancements, &amp; Services Availability)</i>	<b>Support Includes:</b> <ul style="list-style-type: none"> <li>• Unlimited Telephone Support</li> <li>• Enhancement Releases</li> <li>• Upgrades and Services Packs</li> </ul>	<b>Additional Annual MESA</b> <b>\$5,000</b>
	<b>Incentive:</b> <b>Total:</b>	<b>\$ 3,750</b>

**Assumptions/Requirements:**

1. The above requires that Customer (a) currently utilizes RM World and (b) meets all the criteria for the upgrade outlined on attached spec document, including but not limited to hardware setup.
2. The above does not include any custom scripting. Customers with web forms or custom work will be expected to validate the code in a test environment where RISKMASTER X is installed. If the web forms or custom work must be enhanced or re-written, CSC can assist subject to a separate work order at a mutually agreed hourly rate.
3. Installation will be conducted remotely. Training will be conducted onsite unless client prefers webex. Additional travel costs will apply for onsite training.
4. Should additional training be needed/desired for MMSEA/DA, a PCR project change control can be issued for the additional hours.

**BI- Assumptions:**

1. The quote provided assumes installation for two environments. If additional environments need to be installed additional days would need to be quoted.
  2. Creation of check stock is 1.5 hours per check stock. This includes creation, deployment and testing. This is optional service and not included in the above packages.
- Installation Services are quoted to support the installation onto one client environment/server, i.e., Production, Test, User Acceptance, etc. If multiple environments/servers are required for installation, then additional services will be required.
  - Customer is not utilizing Business Entity Security (BES).
  - Dashboard training participants have at least an intermediate knowledge of Microsoft Excel. Advanced knowledge of Excel is preferable. The training will not instruct participants on Microsoft Excel.
  - Additional/Optional Report Consulting hours listed can be used for Business Intelligence Consultancy and customer report creation
  - Client is responsible for converting all Sortmaster reports or using the optional consulting hours for CSC to provide assistance. If additional hours are needed a PCR (Project

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed — in whole or in part — for any purpose other than to evaluate this proposal. If however, a contract is awarded to this offer or as a result of — or in connection with — the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to the restriction is contained in sheets of this entire proposal.

change control) can be provided to add additional hours. Project management time is factored in the 15 hours above.

- If client would like CSC to convert the reports and additional hours are required in addition to the 15 listed, a PCR can be added for the additional hours. CSC does not know complexity of reports until analyzed.
- Training is for up to a maximum of 12 participants in a class.
- BI training includes training on both end user and administrative functions such as managing users, creating security groups, etc.
- The dashboard portion of Business Analytics is not web enabled and must be accessed through traditional client/server processes.
- If using Query as a Web Service then the associated wizard must be run on the Web Server.

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**Computer Sciences Corporation**  
**Addendum**  
**March 23, 2016 – Prices Valid for 30 Days**

**Agreement No. 01-STE0106**

**Addendum No. 5**

This Addendum is effective March 23, 2016, and is hereby made a part of and incorporated into the Master License Agreement No. 01-STE0106 dated June 28, 2002 and any Addendums to Agreement No. 01-STE0106 (“Agreement”) by and between **Computer Sciences Corporation** (“CSC”) and **City of Nashua** (“CUSTOMER”) located at 229 Main Street, P.O. Box No. 2019, Nashua, NH 03060. In the event that any provision of this Addendum and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this Addendum shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement.

CSC and CUSTOMER hereby agree as follows:

1. CUSTOMER desires to license the following Software pursuant to the terms and conditions of the Agreement:
  - Business Intelligence Module

Includes:

  - 5 Named BOE Professional Users
  - Webi/Deski Report Creation
  - Crystal Reports Viewer
  - Scheduler and Publisher for each user
  - 5 Dashboard viewer user licenses
  - 1 Dashboard Designer user
2. Notwithstanding anything to the contrary in the Agreement, CSC and CUSTOMER agree that for CUSTOMER’S authorization to license such Software, CUSTOMER promises and agrees to pay CSC a license charge plus prorated support as set forth below which shall be due and payable upon execution hereof.

<b>Total License Charge:</b>	<b>\$ 15,000.00</b>
<b>Prorated Support:</b>	<b>\$ 1,562.00 (4/1//16 – 8/31/16)</b>
<b>Total Due on Execution:</b>	<b>\$ 16,562.00</b>

**Additional Annual Support: \$ 3,750.00 (See Note 1)**

Note 1: The above support fees are in addition to the current MESA / Support Services Plan fees. The amount due is prorated in accordance with the anniversary/renewal date of your MESA / Support Services agreement. CUSTOMER’S support plan runs September to August. CUSTOMER’S current support plan expires August 31, 2018. A support amount of \$3,750.00 will be added to each succeeding support year and invoiced in accordance with CUSTOMER’S MESA Agreement. Upon expiration of the current support plan, the support term for this addendum may be extended for an additional 5 year term at the rate in effect for the immediately preceding support year at the time of renewal subject to a maximum increase equal to the percentage increase in the Consumer Price Index for all Urban Consumers (Professional Services) (“CPI”), published by the United States Bureau of Labor Statistics, from the immediately preceding January 1 at the time of renewal as adjusted annually for CPI.

Note 2: Authorized Location: 229 Main Street, P.O. Box No. 2019 Nashua, NH 03060.

Note 3: CUSTOMER acknowledges that the Software licensed pursuant to this Addendum is for use with the RISKMASTER System only.

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RISKMASTER – Katherine S. Rhodes  
INS-164-353A MR

**Computer Sciences Corporation**  
**Addendum**  
**March 23, 2016 – Prices Valid for 30 Days**

**Agreement No. 01-STE0106**

**Addendum No. 5**

CSC and CUSTOMER certify by their undersigned authorized agents that they have read this Addendum and the Agreement and agree to be bound by their terms and conditions.

**CSC**  
**Computer Sciences Corporation**

**CUSTOMER**  
**City of Nashua**

**By:** \_\_\_\_\_  
(Authorized Signature)  
(in non-black ink, please)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Execution Date)

**By:** \_\_\_\_\_  
(Authorized Signature)  
(in non-black ink, please)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Execution Date)

**Computer Sciences Corporation**  
**Work Order**  
**March 23, 2016 – Quote Valid for 30 Days**

Agreement No.01-STE0106

Work Order No. 5

This Work Order is effective March 23, 2016, and is made a part of and incorporated into the Master Services Agreement No. 01-STE0106 dated December 16, 2002 and any Addendums to Agreement No. 01-STE0106 (“Agreement”) by and between **Computer Sciences Corporation** (“CSC”) and **City of Nashua** (“CUSTOMER”) located at 229 Main Street, P.O. Box No. 2019, Nashua, NH 03060. In the event that any provision of this Work Order and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this Work Order shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement. CSC and CUSTOMER hereby agree as follows:

**Services:**

- Business Analytics Implementation Services

Includes: Business Analytics Installation and Training

- Installation – 3 days @ 1870 per day
- Training –3 days- on-site @ 1870 per day
- Report Consulting Hours- 15 @ \$140.25 per hour (includes 3 hours of PM time)
- Project Management

**Total Estimated Cost: \$13,323**

**Business Intelligence (BI) - Assumptions:**

- The quote provided assumes installation for two environments. If additional environments need to be installed additional days would need to be quoted.
- Creation of check stock is 1.5 hours per check stock. This includes creation, deployment and testing. This is optional service and not included in the above packages.
- Installation Services are quoted to support the installation onto one client environment/server, i.e., Production, Test, User Acceptance, etc. If multiple environments/servers are required for installation, then additional services will be required.
- Customer is not utilizing Business Entity Security (BES).
- Dashboard training participants have at least an intermediate knowledge of Microsoft Excel. Advanced knowledge of Excel is preferable. The training will not instruct participants on Microsoft Excel.
- Additional/Optional Report Consulting hours listed can be used for Business Intelligence Consultancy and Customer report creation
- Customer is responsible for converting all Sortmaster reports or using the optional consulting hours for CSC to provide assistance. If additional hours are needed a PCR (Project change control) can be provided to add additional hours. Project management time is factored in the 15 hours above.
- If Customer would like CSC to convert the reports and additional hours are required in addition to the 15 listed, a PCR can be added for the additional hours. CSC does not know complexity of reports until analyzed.
- Training is for up to a maximum of 12 participants in a class.
- BI training includes training on both end user and administrative functions such as managing users, creating security groups, etc.
- The dashboard portion of Business Analytics is not web enabled and must be accessed through traditional client/server processes.
- If using Query as a Web Service then the associated wizard must be run on the Web Server.

**Computer Sciences Corporation**  
**Work Order**  
**March 23, 2016 – Quote Valid for 30 Days**

**Agreement No.01-STE0106**

**Work Order No. 5**

- Note 1: Customer will pay all reasonable travel-related expenses incurred by employees of CSC in connection with this project. CUSTOMER will pay one-way travel time for CSC personnel in fulfilling time and material tasks at the hourly rate of \$140.25 per person hour.
- Note 2: Customer acknowledges that the above amounts are good faith estimates based upon the information known to CSC. Estimates are not intended as price or performance guarantee. Number of hours is estimated for budgetary purposes only. The estimate should not be deemed an absolute cap nor does it transform this scope of work into a fixed fee agreement.
- Note 3: In the event Customer cancels or reschedules a services appointment (e.g. including but not limited to training or installation) with CSC, within fourteen days (14) of the scheduled date, Customer shall pay CSC a cancellation / rescheduling charge equal to eight (8) hours of services at \$140.25 per hour, plus any non-refundable expenses (including but not limited to airfare, hotel, car rental etc.) incurred by CSC.
- Note 4: Training classes are limited to 12 participants. Class sizes over 12 require pre-approval by the Project Manager and may incur additional costs.
- Note 5: Authorized Location: 229 Main Street, P.O. Box No. 2019, Nashua, NH 03060.

CUSTOMER and CSC certify by the signature of their authorized agent that they have read this Work Order and Agreement and accept the terms and conditions.

**CSC**  
**Computer Sciences Corporation**

**CUSTOMER**  
**City of Nashua**

**By:** \_\_\_\_\_  
(Authorized Signature)  
(in non-black ink, please)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Execution Date)

**By:** \_\_\_\_\_  
(Authorized Signature)  
(in non-black ink, please)

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

(Execution Date)

**Computer Sciences Corporation**  
**Work Order**  
**March 23, 2016 – Quote Valid for 30 Days**

**Agreement No.01-STE0106**

**Work Order No. 4**

This Work Order is effective March 23, 2016, and is made a part of and incorporated into the Master Services Agreement No. 01-STE0106 dated December 16, 2002 and any Addendums to Agreement No. 01-STE0106 (“Agreement”) by and between **Computer Sciences Corporation** (“CSC”) and **City of Nashua** (“CUSTOMER”) located at 229 Main Street, P.O. Box No. 2019, Nashua, NH 03060. In the event that any provision of this Work Order and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this Work Order shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement. CSC and CUSTOMER hereby agree as follows:

**Services:**

- Upgrade Implementation Service RISKMASTER World 7.14 to RISKMASTER Accelerator 15.3, Data Analytics to latest version and MMSEA Template upgrade

Includes:

- Installation – 4 days @ \$1870 per day
- Training –3 days-onsite @ \$1870 per day
- Project Management

**ASSUMPTIONS- RISKMASTER**

- The above requires that Customer (a) currently utilizes RM World and (b) meets all the criteria for the upgrade outlined on attached spec document, including but not limited to hardware setup.
- The above does not include any custom scripting. Customers with web forms or custom work will be expected to validate the code in a test environment where RISKMASTER X is installed. If the web forms or custom work must be enhanced or re-written, CSC can assist subject to a separate work order at a mutually agreed hourly rate.
- Installation will be conducted remotely. Training will be conducted onsite unless Customer prefers WebEx. Additional travel costs will apply for onsite training.
- Should additional training be needed/desired for MMSEA/DA, a PCR project change control can be issued for the additional hours

**Total Estimated Services: \$13,090**

Note 1: Customer will pay all reasonable travel-related expenses incurred by employees of CSC in connection with this project. CUSTOMER will pay one-way travel time for CSC personnel in fulfilling time and material tasks at the hourly rate of \$140.25 per person hour.

Note 2: Customer acknowledges that the above amounts are good faith estimates based upon the information known to CSC. Estimates are not intended as price or performance guarantee. Number of hours is estimated for budgetary purposes only. The estimate should not be deemed an absolute cap nor does it transform this scope of work into a fixed fee agreement.

Note 3: In the event Customer cancels or reschedules a services appointment (e.g. including but not limited to training or installation) with CSC, within fourteen days (14) of the scheduled date, Customer shall pay CSC a cancellation / rescheduling charge equal to eight (8) hours of services at \$140.25 per hour, plus any non-refundable expenses (including but not limited to airfare, hotel, car rental etc.) incurred by CSC.

**Computer Sciences Corporation**  
**Work Order**  
**March 23, 2016 – Quote Valid for 30 Days**

**Agreement No.01-STE0106**

**Work Order No. 4**

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Note 4: Training classes are limited to 12 participants. Class sizes over 12 require pre-approval by the Project Manager and may incur additional costs.

Note 5: Authorized Location: 229 Main Street, P.O. Box No. 2019, Nashua, NH 03060.

**Computer Sciences Corporation**  
**Work Order**  
**March 23, 2016 – Quote Valid for 30 Days**

**Agreement No.01-STE0106**

**Work Order No. 4**

CUSTOMER and CSC certify by the signature of their authorized agent that they have read this Work Order and Agreement and accept the terms and conditions.

**CSC**

**Computer Sciences Corporation**

**CUSTOMER**

**City of Nashua**

**By:** \_\_\_\_\_  
(Authorized Signature)  
(in non-black ink, please)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Execution Date)

**By:** \_\_\_\_\_  
(Authorized Signature)  
(in non-black ink, please)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Execution Date)

Computer Sciences Corporation

July 11, 2002

Jennifer L. Deshaies, Risk Manager Specialist  
City of Nashua  
229 Main Street  
P.O. Box 2019  
Nashua, NH 03060



**Re: Riskmaster Contracts**

Dear Ms. Deshaies:

We enclose a fully executed contract of the following documents:

- Master License Agreement;
- Master Services Agreement;
- Schedule of Charges to Master License Agreement; and
- Work Order for Schedule of Charges.

If you should have any questions, please contact the undersigned at 856-833-3822. Thank you for choosing Riskmaster.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'Gabriel D. Cieri'.

Gabriel Dino Cieri  
Counsel

GDC/nep  
Enclosure

cc: Mary Jones  
Mary Mirgon  
Steve Evers

RECEIVED JUL 16 2002

Financial Services Group  
756 Haddon Avenue  
Suite 300  
Collingswood, NJ 08108

cc: Purchasing (City Clerk (original))

**Computer Sciences Corporation**  
**Work Order for Schedule of Charges for SQL, Sys. Databases**  
**Customer Flexibility Packages**

Agreement No.: 01-SIS-0106 Price Valid Until July 2, 2002  
 Date: 06/24/02

1. **CUSTOMER NAME:** City of Nashua  
**ADDRESS:** 225 Main Street, P.O. Box 2019, Nashua, NH 03060

2. **TRAINING**  
 Training at CSC Training Center (\$800 Per Person Per Day)  
 System Prototype Training: Two Days at CSC Training Center for Two People - \$3,000.  
 Training at Customer site for up to Four People - \$1,750 Per Day.  
 RISKMASTER/World Product Certification (Optional - \$2,995)  
 Technical Training for Two People at CSC for Data Director System and Data Import System - \$1,750/day  
 End User Training for the Bill Review System or Entry Level Security at Customer Site - \$1,750/day.

People	Days	Fees/Costs
0	0	\$0.00
2	2	\$3,000.00
5	9	\$8,750.00
	0	\$0.00
	0	\$0.00
	0	\$0.00
Days or Hours		
	0	\$0.00
	0	\$0.00
	7	\$11,750.00
	3	\$4,500.00

3. **ADDITIONAL TRAINING**  
 Assisted Prototype or Prototype Services. Training Staff will assist in building the Prototype System for GO-LIVE; this would include Building Codes, Building Hierarchy, Building SUPP Fields, etc. Services provided in minimum blocks of 2 days at the rate of \$1,500 per day.  
 SORTMASTER/Report Consulting Services. Consultation, review and build reports necessary for running Customer's operations @ \$150/Hour  
**TOTAL TRAINING DAYS/COSTS** All out of pocket travel costs are billable.

4. **INSTALLATION SERVICE FEES**  
 Schedule of Charges Include Software Installation Services for the number of days listed above at the rate of \$1,500 per day. All out of pocket travel is billable if on-site service is requested by Customer.  
 Unless otherwise specified herein, Installation and Implementation Services do not include: entering or loading codes, entering data, creating forms, set up of Customer's server, or related system software or hardware. Additional Implementation Services are billable and done on a time and materials basis. No implementation consulting review by CSC staff has been provided to Customer.

**PROJECT MANAGEMENT:** 40 hours for project management which includes: review of CUSTOMER procedures, work flow tasks, list of duties; Tele-Conference call on project management tasks. Coordinate data conversion, acceptance of application; Scheduling of all CUSTOMER events; Upload CUSTOMER Management System; CUSTOMER review of SUMS data; Oversees activities leading up to Go-Live date and follow-up account management with CUSTOMER. Optional

5. **SOFTWARE SERVICES/CUSTOM PROGRAMMING FEES**  
 Data Validation Analysis and Data Conversion can be performed on a time and material basis. Customer may do their own data conversion using the RISKMASTER/World Data Specification and upload programs. Services are billable at the rate of \$150.00 per hour. Upon final assessment of data, a statement of work will be provided indicating the work to be performed and the estimated costs involved for the Customer's sign-off. This cost estimate is based upon Customer's Data Source having an accurate file record layout.

Unless otherwise specified herein, Customer requests for Custom Reports, Custom Programming, Report Set Up & Design or Other System Programming changes are billable and done on a time and materials basis. CSC staff has not reviewed or audited Customer's reporting needs and standard reporting programs and RISKMASTER cannot be assumed to provide all the reporting formats, data or business logic that Customer might need now or in the future.  
 DOS to Windows WINPORT Project \$7,400.00  Not Included

**GRAND TOTAL FIRST YEAR COSTS:** \$22,250.00

**Note 1:** The above charges shall be due and payable as the Services are performed and invoiced for by CSC. CSC, at the request of Customer, agrees to perform the above Services. This Work Order is deemed effective on the date of execution below and is entered into with and as part of the above referenced Master Services Agreement between the parties and is incorporated therein by reference. Customer and CSC certify by the undersigned authorized agents that they have read this Work Order and the Master Services Agreement and agree to be bound by their terms and conditions.

Customer  
 City of Nashua  
 Approved By: [Signature]  
 Name Printed: Jennifer L. Deshaies  
 Title: Risk Management Specialist  
 Date: 07/02/2002

CSC  
 Computer Sciences Corporation  
 Approved By: [Signature]  
 Name Printed: Joseph C. Jensen  
 Title: VP  
 Date: 7/8/02

MASTER LICENSE AGREEMENT

This Master License Agreement No. 01-STE-0106 ("Agreement"), deemed effective June 28, 2002, is by and between Computer Sciences Corporation ("CSC") a Nevada corporation with offices at 38705 Seven Mile Road, Suite 450, Livonia, Michigan 48152-1056, and City of Nashua ("Customer"), a corporation having its principal place of business at 229 Main Street, P.O. Box 2019, Nashua, NH 03060.

1. DEFINITIONS: The following terms shall have the following meanings:

1.1 Annual (MESA) Charge ("AMC"): The amount of money to be paid annually to CSC by Customer for the right to receive MESA. MESA is defined in Section 1.6 of this Agreement.

1.2 Authorized Location: The location where Customer's Server resides which is listed below and is owned and operated by Customer. CSC is only obligated to provide Maintenance and Enhancements at the Authorized Location.

229 Main Street  
Nashua, NH 03060

1.3 Database Support Module ("DSM"): Module(s) containing programs supplied or developed by CSC or third parties for use with the System which contains the physical and logical design for file storage and implementation.

1.4 Documentation: Written materials and manuals (and machine-readable text subject to display and printout) describing the functional processes, assumptions, specifications and principles of operation of the computer programs to a System and designated as the official documentation to such System by CSC.

1.5 Initial License Charge ("ILC"): The amount of money to be paid to CSC by Customer for the original grant of the right to use the System as available on the effective date hereof.

1.6 MESA: The collective reference to Maintenance, Enhancements and Services Available.

1.6.1 Maintenance: The correction of a Nonconformity, at CSC's expense, in the most current Release of a System for those parts of such System which have not been modified or affected by any modification. Maintenance shall also include technical assistance as set

forth in the applicable Schedule of Charges.

1.6.2 Nonconformity: A failure of the computer programs of a "System" to (i) operate in accordance with such System's manuals designated by CSC and provided to Customer as Documentation to such programs, and (ii) operate in accordance with the Year 2000 Warranty set forth in Section 6.2 of this Agreement.

1.6.3 Enhancements: Any addition to, change in or modification of the most current Release of a System which CSC makes generally available to licensees of the System, if and when such development is completed.

1.6.4 Services Available: Services other than Maintenance and Enhancements which are available during the MESA Term at CSC's then current charges and conditions.

1.6.5 MESA Term: The period during which CSC shall be obligated to provide MESA for a System as set forth in the applicable Schedule of Charges.

1.7 Products: The System, DSMs, Documentation and Third Party Products.

1.8 Release: An edition of the entire System which is made generally available to licensees of the System with MESA in force and which is the most current edition of the System at the time of such general availability.

1.9 Schedule of Charges: A document so named which by its terms is part of and incorporated by reference into this Agreement. Each Schedule of Charges will designate any System and Third Party Products licensed. This Agreement is not complete without at least one Schedule of Charges.

1.10 Server: Unless otherwise indicated on the Schedule of Charges, is the processor or equipment configuration on which the System is first executed pursuant to this Agreement.

- 1.11 **System:** The collection(s) of CSC computer programs named in a Schedule of Charges and any addenda to this Agreement. A System includes all materials related thereto supplied to Customer under this Agreement, which may include, without limitation, Documentation, flow charts, logic diagrams, source codes, object codes, and materials of any type whatsoever (tangible or intangible and machine or human readable) which incorporate or reflect the design, specifications, or workings of such programs and any changes, additions or modifications provided through Maintenance or Enhancements. System may refer to more than one System, despite the use of the singular.
- 1.12 **Third Party Product:** The hardware and software products identified on the Schedule of Charges which are manufactured or provided by parties other than CSC.
- 1.13 **Workstation:** A discrete equipment configuration which has access to the Server.

## 2. TITLE AND SCOPE OF LICENSE

- 2.1 Upon execution hereof, CSC grants Customer a personal, nontransferable, nonassignable and nonexclusive license to use each System set forth in the Schedule of Charges, which license shall continue until terminated. Any unauthorized assignment shall be void.
- 2.2 This Agreement grants Customer only a license to use a System and does not grant or assign to Customer any legal or equitable title or other right in such System or any modifications of such System. Customer may not sell, assign, pledge, lease, transfer, license, sublicense or in any way encumber a System.
- 2.3 A System licensed pursuant to this Agreement is licensed for use on the hardware and operating system platform set forth in the System manuals provided as Documentation by a single user unless otherwise set forth in the Schedule of Charges. The license shall be limited to the use of a System for the processing of data at the Authorized Location.

## 3. DELIVERY, INSTALLATION AND USE

- 3.1 CSC shall deliver to Customer one copy of the most current Release of a System available for distribution to licensees on or promptly after the effective date of the applicable Schedule of Charges specifying such System. Installation of a System shall be Customer's

responsibility unless Customer separately contracts with CSC for implementation. Initial delivery of a System shall constitute fulfillment of CSC's obligation under this paragraph.

- 3.2 Customer shall execute the System on the designated Server only and may load, copy or transmit the System and DSM(s), in whole or in part, only as necessary for execution on the Server, except that Customer may execute the System or DSM(s) (except diagnostic software) on another single processor or equipment configuration on a temporary basis during a malfunction which prevents execution of the System or DSM(s) on the Server, and may load, transmit, or copy the System or DSM(s) (at Customer's expense) as necessary for such temporary execution. Customer may make backup or archival copies of the System and DSM(s) as permitted under the Copyright Law of the United States. Customer shall reproduce CSC's copyright and all other legal or proprietary notices and any complete or partial copies of the System, DSM(s) and Documentation. All such additional copies shall be the property of CSC. Customer shall maintain appropriate written records of the number and location of all such copies, and shall furnish such information to CSC upon request. Except as provided herein, all terms and conditions of this Agreement shall apply to all such copies, except CSC shall have no obligation or responsibility to render or provide any MESA or warranty services for such additional copies.
- 3.3 A System licensed to Customer shall be the United States of America version of the System, unless otherwise expressly provided in a Schedule of Charges.
- 3.4 Customer acknowledges that its licensed System and Third Party Products are unique and proprietary to CSC and its suppliers and contain trade secrets of CSC and its suppliers. Customer shall not allow any person or entity to copy a System or Third Party Product in whole or in part in any manner except as expressly permitted in this Agreement. Customer shall not disclose or otherwise make a System or Third Party Product available to any person or entity other than employees of Customer required to have such knowledge for normal use of such System or Third Party Product. Customer agrees to obligate each

such employee to a level of care sufficient to protect the System(s) or Third Party Product(s) from unauthorized use or disclosure. These obligations are independent covenants and shall continue after the Agreement is terminated.

- 3.5 Customer has sole responsibility for Customer's use and operation of a System, including monitoring and verifying input and output data, back-up of input and output data, providing data for any files or tables of such System, and for maintaining the required System operating environment. Customer shall establish and maintain a System in the library structure, if any, described in the System Documentation.
- 3.6 Customer shall not decompile or reverse assemble the System or DSM(s), or analyze or otherwise examine the System or DSM(s), including any hardware or firmware implementation of the System or DSM(s) for the purpose of reverse engineering.
- 3.7 Customer cannot have more Workstations or User Login Identifications ("User Id's") accessing the System or DSM(s) than the number of Workstations provided for on the Schedule of Charges. Users are not authorized to share the same User Id's. This License is for use of the System object code only.
- 3.8 Customer is licensing a System designed to operate with Data Volumes on the following platforms: (i) MS Access up to 10,000 records, (ii) MS Sequel System up to 20,000 records, and (iii) Informix, Oracle and Sybase Systems up to 40,000 records. Volumes above the levels listed may be acceptable but require certification on the Customer's specific hardware and communication environment. Certification services are available pursuant to Section 4.7 below.

#### 4. MESA

- 4.1 CSC shall provide MESA to Customer at the Authorized Location for one copy of a System during the MESA Term subject to the conditions set forth below.
- 4.2 Provided that Customer is current on its MESA obligations hereunder, CSC will provide Maintenance services in accordance with the Schedule of Charges for up to two (2)

pre-authorized Customer staff members. Such support will be provided by telephone or at CSC's product center office during CSC's normal business hours.

- 4.3 In order to receive Maintenance, Customer shall advise CSC of a suspected Nonconformity and shall submit all necessary Documentation for Nonconformity determination by CSC. If the Nonconformity prevents Customer's processing of substantially all of its data, CSC shall provide immediate Maintenance services at the Authorized Location. In the event that it is determined that the problem is not a Nonconformity, Customer shall pay CSC for the reasonable efforts of CSC's personnel on CSC's standard time and materials basis, including reasonable travel, living and out-of-pocket expenses, if any. Maintenance will normally be performed at CSC's offices and the materials and instructions necessary to correct the Nonconformity shall be delivered to Customer.
- 4.4 The cost associated with installing Maintenance and with shipping and installing Enhancements is Customer's responsibility.
- 4.5 Customer's obligations include (i) providing a written quarterly confirmation report of any new or anticipated Customer priorities and service requests, (ii) sending in CSC support surveys, securing any necessary support, or obtaining software upgrades or revisions for Third Party Products, (iii) editing, validating and auditing Customer site software, including all Customer data entry work, on a monthly basis, (iv) participating in ongoing CSC recommended Product training sessions, (v) documenting and defining in writing any internal procedures, support issues or requests not addressed by the daily CSC support process, (vi) securing, testing, maintaining and updating hardware, operating system software, available telephone lines, network communication equipment support, and other maintenance peripherals or printers in accordance with the then current system requirements, (vii) purchasing new releases or upgrades for Third Party Products originally provided by CSC and upgrading Customer's software system using the upgrade programs provided by CSC unless contracted for as a separate service activity, and (viii) monitoring and correcting Customer's computer system's

exposure to computer virus related programs.

- 4.6 The following activities are not included in the scope of Maintenance services: (i) hardware support, (ii) operating system support, (iii) custom programming, (iv) general systems management, (v) moving Customer data, (vi) moving, relocating or reinstalling software programs or printers, (vii) verification or correction of errors that result from data entry or procedural errors, (viii) unauthorized third party report writers, and (ix) training.
- 4.7 Services made available to Customer should be subject to separate written agreements. If CSC furnishes any services beyond Maintenance and Enhancements at Customer's request without a separate written agreement, such additional services shall be provided at CSC's then current rates on an "AS IS" BASIS WITHOUT EXPRESS OR IMPLIED WARRANTY. Customer agrees to pay all reasonable travel, living and out-of-pocket expenses incurred by CSC's personnel providing such services.

## 5. CHARGES

- 5.1 Customer recognizes that the ILC and AMC do not include the hardware or the third party System products which may be required to be licensed by Customer for Customer to utilize the various capabilities of the System and that Customer is responsible for the costs and licenses to obtain such hardware or third party software. Additionally, Customer shall be responsible for securing license or authorized use agreement for any code files, databases, and data field indicators.
- 5.2 For the Customer's authorization to use the System during the term hereof, Customer promises and agrees to pay to CSC:
- 5.2.1 An AMC for each System as set forth in the attached Schedule of Charges. The first AMC shall be due and payable upon execution hereof and an AMC shall be due and payable on the anniversary date of the effective date of this Agreement for so long as Customer contracts for MESA; and
- 5.2.2 An ILC as set forth in the attached Schedule of Charges. Said ILC is nonrefundable and shall be due upon execution of this Agreement but

payable as follows: (a) fifty percent (50%) upon execution hereof; and (b) fifty percent (50%) upon the earlier of (i) installation by CSC of the System or (ii) three (3) months from the execution date hereof. In the event of termination, all paid ILC is non-refundable and any remaining ILC payments are due.

- 5.3 Payment for any CSC supplied Third Party Products is due when the software is delivered. No CSC third party products are charged for unless otherwise defined on the Schedule of Charges.
- 5.4 Customer shall pay all amounts set forth in this Agreement or Schedule of Charges in the manner specified. All amounts are stated and payable in United States dollars.
- 5.5 Charges are specified on the Schedule of Charges. MESA charges will not increase during the Initial Maintenance Term.
- 5.6 Customer shall pay all tariffs and taxes assessed or levied by any governmental entity that are now or may become applicable to this Agreement or measured by payments made under it or are required to be collected by CSC or paid by CSC to tax authorities. Customers shall also pay any interest or penalties on such tax; provided, however, Customer shall not be responsible for any interest or penalties resulting from CSC's failure to forward tax funds received from Customers to the applicable tax authority. This provision includes, but is not limited to, sales, use, excise, gross receipt and personal property taxes, but does not include taxes based upon the net income of CSC.
- 5.7 In the event of cancellation or rescheduling by Customer of an order for Third Party Products, Customer is liable for any cancellation or rescheduling charge which is assessed by the third party hardware or software supplier. Rescheduling of an order is subject to acceptance by CSC.

## 6. WARRANTIES

- 6.1 CSC warrants that CSC has the right to license the System to Customer and agrees to defend Customer against all claims arising from the actual or alleged infringement by such System of the rights of third parties, provided that Customer notifies CSC in writing within

- seventy-two (72) hours of the receipt by Customer of any such claim or notice of any such claim and permits CSC upon request, and at CSC's cost and expense, to assume and control the defense or settlement thereof. Customer agrees to cooperate with CSC in every reasonable manner in the defense of such claim. In defending or settling any such claim CSC may elect to (i) obtain the right of continued use of such System or part thereof, which is alleged to be infringing, (ii) replace or modify such System, or part thereof, so as to avoid such claim of infringement and Customer will cease use of the Release of the System, or part thereof, which was replaced or modified, or (iii) if neither of the foregoing are reasonably available, grant Customer a refund of the license fees paid for such software as depreciated on a three (3) year basis and accept their return. CSC will not be obligated to defend or settle any claim of infringement (i) asserted by a parent, subsidiary or affiliate of Customer, (ii) resulting from Customer's additions to, changes in, or modification of a System, or (iii) resulting from Customer's use of the System in combination with non-CSC software.
- 6.2 CSC warrants the System when used in accordance with its associated documentation will be capable upon installation of accurately processing, providing, and/or receiving date data from, into and between the twentieth and twenty-first centuries, including the years 1999 and 2000 along with any leap year calculations, provided that all other products [e.g. hardware, software and firmware] used in combination with the System properly exchange date data with it.
- 6.3 Customer acknowledges that the programs of the System may contain Nonconformities. CSC warrants that it will correct, at CSC's sole cost and expense, the computer programs of the most current edition of the system if they fail to operate in accordance with their manuals designated as Documentation to such programs so long as Customer is entitled to Maintenance for the System and has provided CSC with notice of the Nonconformity. This warranty is a limited warranty and does not apply to improper use of the Products or other external causes as more fully set out in the Documentation.
- 6.4 If CSC cannot meet its support obligations as defined herein, then CSC will provide Customer the then current release of all source code material relating to the most current CSC software products which Customer has acquired through a software license. In such event, Customer shall only use the source code for the purpose of maintaining the CSC software for its internal use. The source code will reside at the following CSC source code Agent: McCRIE & CAMERON, Attorneys and Counselors, 317 W. Main Street, Brighton, MI 48116-1525. CSC may change its source code agent, and CSC will provide Customer with notice of such change.
- 6.5 CSC does not warrant Third Party Products which CSC provides "AS IS". CSC agrees to assign any warranty rights it may have to Customer.
7. **DISCLAIMER OF OTHER WARRANTIES AND LIMITATION OF REMEDY**
- 7.1 **THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS AND FITNESS FOR A PARTICULAR PURPOSE.**
- 7.2 **CUSTOMER'S REMEDIES AND CSC'S LIABILITY UNDER THIS AGREEMENT ARE LIMITED TO THE REMEDIES AND LIABILITIES SET FORTH IN PARAGRAPHS 6.1, 6.2, 6.3, 6.4 AND 9.2 OF THIS AGREEMENT. IF NOTWITHSTANDING THE ABOVE CUSTOMER IS ENTITLED TO RECOVER DAMAGES FROM CSC FOR ANY REASON, THEN IN THE AGGREGATE CSC SHALL ONLY BE LIABLE FOR (i) PAYMENTS MADE IN DEFENSE OF ANY INFRINGEMENT CLAIM UNDER PARAGRAPH 6.1 ABOVE AND (ii) THE AMOUNT OF ANY OTHER ACTUAL LOSS OR DAMAGE WHICH IS NOT IN EXCESS OF THE INITIAL LICENSE CHARGE ACTUALLY PAID BY CUSTOMER TO CSC FOR THE PRODUCTS THAT ARE THE SUBJECT OF CUSTOMER'S CLAIM UNDER THIS AGREEMENT.**

7.3 **EVEN IF A PARTY'S EXCLUSIVE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSES, NEITHER PARTY SHALL EVER BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY OR OTHERS FOR ANY ECONOMIC LOSS OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) OR INCIDENTAL OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING A PARTY'S OWN NEGLIGENCE), LAW OR EQUITY AND REGARDLESS WHETHER A PARTY IS INFORMED OF THEIR POSSIBILITY. THE PRECEDING LIMITATION ON CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES, SHALL NOT BE CONSTRUED AS A LIMITATION ON EITHER PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF A BREACH OF THE OTHER PARTY'S OBLIGATION TO PROTECT A PARTY'S CONFIDENTIAL INFORMATION AND TRADE SECRETS.**

8. **FORCE MAJEURE**

CSC shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond CSC's reasonable control.

9. **TERM AND TERMINATION**

9.1 The term of this Agreement commences on its effective date and will continue until terminated.

9.2 Either party may terminate this Agreement upon a material breach by the other party of any one or more of the terms and conditions hereof, provided the party in breach is notified in writing by the other party of the material breach and such breach is not cured or a satisfactory resolution agreed upon in writing within thirty (30) days of such notice. Notwithstanding anything contained in this Agreement or Schedule of Charges, CSC shall have the right to terminate this Agreement

without notice if Customer breaches Section 2 or Section 3.

9.3 In the event a party makes a general assignment for the benefit of creditors or files a voluntary petition in bankruptcy or petitions for reorganization or arrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against a party, or if a receiver or trustee is appointed for all or any part of the property and assets of a party, the other party may terminate this Agreement.

9.4 The Initial MESA Term shall be the period commencing on September 1, 2002, ("Commencement Date") and continuing for thirty-six (36) full calendar months during which CSC shall be obligated to provide MESA for the System licensed in such Schedule of Charges. The charges for MESA will automatically be invoiced on or before the anniversary of the Commencement Date as stated above.

9.5 Customer agrees that upon termination of this Agreement, Customer shall not use a System designated therein and shall return to CSC, within thirty (30) days after such termination, the original and all copies of such System. Due to the nature of such System and the need for its protection as a trade secret and confidential proprietary information, time is of the essence in its return, and in the event of Customer's failure to do so within the time provided herein, Customer agrees that, in addition to seeking damages, CSC shall be entitled to obtain injunctive relief to require such return, reasonable attorneys fees and costs incurred in obtaining such injunctive relief. If the System has been modified or merged with other computer programs and it is impractical to separate and return such System, Customer shall destroy the System and all copies thereof in its modified or merged state and within 30 days of termination of this Agreement an officer of Customer shall certify to CSC in writing that the System and all copies thereof have been destroyed. Timely certification of destruction shall fulfill Customer's obligation to return the System. Failure to so certify destruction shall constitute failure to return the System. Customer shall remain liable for all charges required under this Agreement, which are unpaid as of the date of termination.

10. GENERAL

- 10.1 All notices which are required to be given pursuant to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, first class postage prepaid, or sent by overnight express or similarly recognized overnight delivery with receipt acknowledged or by facsimile, with a copy thereof sent by one of the other means. Notices shall be deemed to have been given at the time delivered and shall be addressed as follows or to such other address as a party may designate by proper notice hereunder:

If to CSC:

10301 Wilson Boulevard  
Blythewood, South Carolina 29016  
Attn: General Counsel

Facsimile: (803) 333-5560

If to Customer:

P.O. Box 2019  
Nashua, NH 03060  
Attn: Jennifer Deshaies

Facsimile: (603) 589-3359

- 10.2 Customer promises not to disclose the terms and conditions of this Agreement to any third party, except as required in the normal conduct of Customer's business, as required by law, or as agreed to by CSC.
- 10.3 CSC will have the right to disclose publicly through a news release the full name of the Customer, the location of the Customer, and the product/outsourcing service licensed by the Customer without the Customer's prior approval. Any additional details of the business agreement(s) between CSC and Customer will not be publicized without the Customer's prior written approval.
- 10.4 This Agreement (i) constitutes a fully integrated contract and states the entire agreement between the parties and supersedes and merges any and all prior discussions, representations, demonstrations, negotiations, correspondence, writings and other agreements and states the entire understanding and agreement upon which CSC and Customer rely respecting the subject matter of this Agreement; (ii) may be amended or modified only in a writing agreed to and signed by the authorized representatives of the

parties; and (iii) shall be deemed to have been entered into and executed in the State of New Hampshire and shall be construed, performed and enforced in all respects in accordance with the laws of that State except for CSC's confidential information and trade secrets which shall be construed, performed and enforced in all respects in accordance with the laws of the State of South Carolina. Any litigation which arises under this Agreement shall be brought in the appropriate court located in the State of New Hampshire. Notwithstanding any acknowledgment by CSC of a purchase order submitted by Customer, any condition or provision in any such purchase order or other memorandum of Customer which is in any way inconsistent with, or which adds to the provisions of this Agreement, is null and void.

- 10.5 Neither CSC nor Customer will knowingly (i) attempt to induce an employee of the other to terminate his or her employment or (ii) offer employment to a former employee of the other during the six (6) month period immediately following the former employee's termination. For purposes of this paragraph, "employee" shall mean only the personnel of either party who are substantially involved in the development, marketing, servicing, distribution or use of a System.
- 10.6 Neither party hereto shall be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by the authorized representative of the party. No delay or omission by either party hereto in exercising any right shall operate as a waiver of such right. A waiver of a right on any one occasion shall not be construed as a waiver of such right on any future occasion. All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently.
- 10.7 The descriptive headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of the Agreement.
- 10.8 If any provision of this Agreement or the application thereof to any party or circumstances shall, to any extent, now or hereafter be or become invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other provision of this Agreement shall

be valid and enforceable to the fullest extent permitted by law.

10.9 Customer acknowledges that CSC may assign this Agreement to its parent company or any affiliate. Additionally, Customer acknowledges that CSC may use resources from an affiliated company(ies) in performing its obligations hereunder.

10.10 Customer authorizes CSC to utilize all Customer data in industry performance and bench marking studies. CSC will not identify the supplying organizations as a part of this data process.

CSC and Customer certify by their undersigned authorized representatives that they have read this Agreement and agree to be bound by its terms and conditions.

CSC  
Computer Sciences Corporation

By: \_\_\_\_\_

(Authorized Signature)  
(in non-black ink, please)

Joseph C Jensen

(Name)

EXEC VP

(Title)

7/8/02

(Execution Date)

Customer  
City of Nashua

By: \_\_\_\_\_

(Authorized Signature)  
(in non-black ink, please)

Jennifer L. Deshaies

(Name)

Risk Management Specialist

(Title)

07/02/2002

(Execution Date)

## MASTER SERVICES AGREEMENT

This Master Services Agreement No. 01-STE-0106 ("Agreement") is deemed effective June 28, 2002, and is made between Computer Sciences Corporation ("CSC") a Nevada corporation with offices at 38705 Seven Mile Road, Suite 450, Livonia, Michigan 48152-1056, and City of Nashua ("Customer"), a corporation having its principal place of business at 229 Main Street, P.O. Box 2019, Nashua, NH 03060 in accordance with the following terms and conditions:

1. **DEFINITIONS:** The following words and phrases shall have the following meanings in this Agreement:
  - 1.1 The definitions set forth in Section 1 of the Master License Agreement entered into by the parties hereto and dated effective June 28, 2002 ("Master License Agreement"), are incorporated herein by reference as if fully stated herein.
  - 1.2 Services means installation, training, consulting, project management, data conversion and custom programming provided by CSC, but excludes Maintenance services.
  - 1.3 Work Order means a document so named which by its terms is part of and incorporated by reference into this Agreement. Each Work Order will designate any Services (excluding Maintenance Services) that will be delivered by CSC to Customer under this Agreement. This Agreement is not complete without at least one Schedule of Charges.
2. **SERVICES:**
  - 2.1 CSC agrees to perform for Customer the services listed in one or more "Work Orders" executed by the parties ("Services"), which Work Orders are incorporated into and form a part of this Agreement.
  - 2.2 After receipt by CSC of a request which adds to the Services, CSC may, at its discretion, take reasonable action and expend reasonable amounts of money based on Customer's request pursuant to the terms of this Agreement.
3. **CHARGES FOR SERVICES:**
  - 3.1 Customer shall pay CSC for the Services according to a schedule contained in the applicable Work Order or, if no schedule is provided, as Services are performed and invoiced for by CSC.
  - 3.2 Customer shall pay CSC for all pre-approved reasonable expenses incurred by CSC in the performance of Services including, but not necessarily limited to, any applicable data center charges, travel (including two (2) hours travel time for each trip to and from Customer's location), living and out-of-pocket expenses of CSC employees incurred pursuant to this Agreement. All travel by CSC personnel shall comply with CSC's then current standard client billing policy, a copy of which shall be provided to Customer upon Customer's request.
  - 3.3 All amounts due CSC are stated and payable in United States dollars. Customer shall pay a late charge on any amount which remains unpaid 30 days after its due date.
- 3.4 Customer shall pay all taxes and tariffs assessed or levied by any governmental entity that are now or may become applicable to the Services rendered hereunder or measured by payments made by Customer to CSC hereunder, or are required to be collected by CSC or paid by CSC to tax authorities. Customer shall also pay any interest or penalties on such tax, provided, however, Customer shall not be responsible for any interest or penalties resulting from CSC's failure to forward tax funds received from Customer to the applicable tax authority. This includes, but is not limited to, sales, use, excise, gross receipt and personal property taxes, or any other form of tax based on Services performed, equipment used by CSC solely to perform Services for Customer, and the communication or storage of data, but does not include taxes based upon CSC's net income.
4. **ON-SITE SUPPORT:**

Customer shall at no charge supply on-site CSC employees with suitable work and storage facilities and reasonable telephone, secretarial and general office resources and supplies.
5. **PROPRIETARY PROTECTIONS:**
  - 5.1 Customer agrees that all materials and related ideas, including, but not limited to, customizations, modifications, and training materials ("Materials") developed by CSC pursuant to this Agreement, regardless of whether developed in conjunction with use of System by Customer, or jointly by Customer and CSC, including, but not limited to Materials which may be developed for Customer through the reimbursed or unreimbursed efforts of CSC's employees or its agents, shall be the exclusive property of CSC and shall in no event be considered a "work for hire." CSC agrees that Customer shall have a license to use all Materials in Customer's own operations according to all of the terms and conditions of the Master License Agreement for the System for which the Materials were developed for so long as Customer maintains a license to use such System.
  - 5.2 Customer acknowledges that all Materials which are or may be developed pursuant to this Agreement are and shall be trade secrets and confidential proprietary products of CSC. Upon request by CSC, Customer shall execute all documents necessary and otherwise cooperate with CSC to assign any and all rights in and to Materials to CSC, including any patents and

copyrights thereto. Customer promises and agrees not to disclose or otherwise make such Material available to any persons other than employees of Customer required to have such knowledge for normal use of the System and Customer agrees to obligate each employee to a level of care sufficient to protect against such disclosure. These obligations of Customer shall survive the termination or expiration of this Agreement and the Master License Agreement.

**6. LIMITED WARRANTY:**

6.1 CSC warrants to Customer that the Services, as and when delivered or rendered hereunder, will conform to the description set forth in the applicable Work Order. CSC's sole liability under the foregoing warranty shall be to provide conforming services pursuant to Section 6.2 hereof. **THE ABOVE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS, AND FITNESS FOR A PARTICULAR PURPOSE.**

6.2 Customer shall notify CSC in writing within thirty (30) days after completion of the Services in question when any of the Services fail to conform to the description set forth in the applicable Work Order. Such notification shall include the detailed information necessary for CSC to verify such nonconformity. Upon actual receipt of such notification and verification of the nonconformity, CSC shall correct the nonconformity so that the Services shall substantially conform with the agreed description in the applicable Work Order. Customer agrees to pay CSC for all personnel time and expenses incurred in investigating reported nonconformities when the alleged nonconformities are not discovered. The passage of the thirty (30) day period after completion of the Services without the notification described herein shall constitute final acceptance of the Services.

**7. LIMITATION OF LIABILITY:**

7.1 **CSC'S LIABILITY ON ANY CLAIM, LOSS OR LIABILITY ARISING OUT OF, OR CONNECTED WITH THIS AGREEMENT, THE SERVICES OR USE OF THE PRODUCT OF ANY SERVICES FURNISHED HEREUNDER, SHALL IN ALL CASES BE LIMITED SOLELY TO CORRECTION OF NONCONFORMITIES WHICH DO NOT SUBSTANTIALLY CONFORM WITH THE AGREED DESCRIPTION OF SERVICES IN A WORK ORDER.**

7.2 **IF FOR ANY REASON CSC IS UNABLE OR FAILS TO CORRECT NONCONFORMITIES AS PROVIDED, CSC'S LIABILITY FOR DAMAGES ARISING OUT OF ANY WORK ORDER FOR SUCH FAILURE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), LAW OR EQUITY, SHALL NOT EXCEED THE**

**AMOUNTS PAID BY CUSTOMER FOR THAT PORTION OF THE SERVICES WHICH FAIL TO CONFORM.**

7.3 **EVEN IF A PARTY'S EXCLUSIVE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSES, NEITHER PARTY SHALL EVER BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR LOST PROFITS, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN ANY NATURE THEREOF, AND WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES HAS BEEN DISCLOSED TO A PARTY IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY A PARTY, OR FOR ANY CLAIM OR DAMAGE ASSERTED BY ANY THIRD PARTY. THE PRECEDING LIMITATION ON CONSEQUENTIAL, INCIDENTAL AND SPECIAL DAMAGES, SHALL NOT BE CONSTRUED AS A LIMITATION ON EITHER PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF A BREACH OF THE OTHER PARTY'S OBLIGATION TO PROTECT A PARTY'S CONFIDENTIAL INFORMATION AND TRADE SECRETS.**

**8. FORCE MAJEURE:**

CSC shall not be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond CSC's reasonable control.

**9. TERMINATION:**

9.1 Either party may at any time terminate a Work Order for material breach by the other party which is not cured within 30 days from the receipt by the party in breach of a written notice from the other specifying the breach in detail. In the event of such termination by Customer, Customer shall promptly reimburse CSC for all out-of-pocket expenses incurred by CSC as a result of said Work Order, and in addition shall pay CSC for all Services provided in accordance with the terms of the Work Order prior to the date of termination.

9.2 CSC may immediately terminate any Work Order if Customer's license to use a System identified in such Work Order, or Customer's right to receive Maintenance Enhancements and Services Available (MESA) for such System, is terminated.

**10. INDEPENDENT CONTRACTORS:**

The parties hereto are independent contractors and neither CSC nor CSC employees, affiliates and/or subsidiaries are or shall be deemed to be employees of Customer.

**11. GENERAL:**

11.1 All notices which are required to be given pursuant to this Agreement shall be in writing and shall be delivered by certified mail, return receipt requested, first class postage prepaid, or sent by overnight express or similarly recognized overnight delivery with receipt acknowledged or by facsimile, with a copy thereof sent by one of the other means. Notices shall be deemed to have been given at the time delivered and shall be addressed as follows or to such other address as a party may designate by proper notice hereunder:

If to CSC:

10301 Wilson Boulevard  
Blythewood, South Carolina 29016  
Attn: General Counsel  
Facsimile: (803) 333-5560

If to Customer:

P.O. Box 2019  
Nashua, NH 03060  
Attn: Jennifer Deshaies  
Facsimile: (603) 589-3359

11.2 Customer promises not to disclose the terms and conditions of this Agreement to any third party, except as required in the normal conduct of Customer's business, as required by law, or as agreed to by CSC.

11.3 This Agreement and any Work Order made a part hereof: (i) constitute a fully integrated contract and state the entire agreement between the parties and supersede and merge any and all prior discussions, representations, demonstrations, negotiations, correspondence, writings and other agreements and together state the entire understanding and agreement upon which CSC and Customer rely respecting the subject matter of this Agreement; (ii) may be amended or modified only in a writing agreed to and signed by the authorized representatives of the parties and (iii) shall be deemed to have been entered into and executed in the State of New Hampshire and shall be construed, performed and enforced in all respects in accordance with the laws of that State except for CSC's confidential information and trade secrets which shall be construed, performed and enforced in all respects in accordance with the laws of the State of South Carolina. Any litigation which arises under this Agreement shall be brought in the appropriate court located in the State of New Hampshire. Notwithstanding any acknowledgment by CSC of a purchase order submitted by Customer, any condition or provision in any such purchase order or other memorandum of Customer which is in any way inconsistent with, or which adds to the provisions of this Agreement, is null and void.

11.4 Neither party hereto shall be deemed to have waived any rights or remedies hereunder unless such waiver is in writing and signed by the authorized representative of the party. No delay or omission by either party

hereto in exercising any right shall operate as a waiver of such right. A waiver of a right on any one occasion shall not be construed as a waiver of such right on any future occasion. All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently.

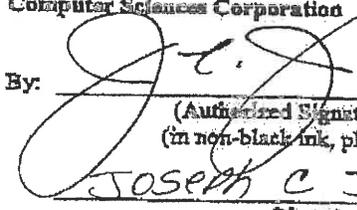
11.5 The descriptive headings of this Agreement are intended for reference only and shall not affect the construction or interpretation of this Agreement. References to this Agreement are inclusive of Work Orders which are specifically made applicable to this Agreement by their terms.

11.6 If any provision of the Agreement or the application thereof to any party or circumstances shall, to any extent, now or hereafter be or become invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and every other provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

CSC and Customer certify by their undersigned authorized representatives that they have read this Agreement and agree to be bound by its terms and conditions.

CSC  
Computer Sciences Corporation

By:

  
\_\_\_\_\_  
(Authorized Signature)  
(in non-black ink, please)  
Joseph C Jensen  
\_\_\_\_\_  
(Name)  
Exec. VP  
\_\_\_\_\_  
(Title)  
7/8/02  
\_\_\_\_\_  
(Execution Date)

Customer  
City of Nashua

By:

  
\_\_\_\_\_  
(Authorized Signature)  
(in non-black ink, please)  
Jennifer L. Deshaies  
\_\_\_\_\_  
(Name)  
Risk Management Specialist  
\_\_\_\_\_  
(Title)  
07/02/2002  
\_\_\_\_\_  
(Execution Date)



Computer Sciences Corporation  
Schedule of Charges to Master License Agreement  
Customer Flexibility Packages

Agreement No.: 01-STE-0106

Date: 07/02/02

Prices Valid Until July 2, 2002

5. SOFTWARE SUPPORT SERVICE FEES - Per Contract Agreement  
5.1 SOFTWARE SUPPORT PLAN MODULE(S) LICENSED

Telephone and Internet Support

\*These services do not include customized report preparation, on or offsite training, SORTMASTER report creation, additional data validation clean up, or other services more appropriately covered under a separate agreement or work order at the applicable hourly rate.

Total Hours Per Year  
\* Unlimited

New Releases  
Included

\$14,594.00 /Yr.

Note: Additional Services, if requested by Customer, are billed at the hourly or per diem rate in effect at the time of the request.

5.2 DATABASE SUPPORT MODULE(S) LICENSED

Claims Crusher Database Design Module (Server Specific)

New Releases  
Included

\$1,995.00 /Yr.

6. CSC ANNUAL USERS' CONFERENCE

6.1 Users' Conference Fee:

No. of Users

Price Per User  
\$800.00

\$0.00 /Yr.

Note 6: Software Support Plan and Database Support License Fees are required for a three (3) year period, all support fees are per year and invoiced annually. New Releases are offered to current support clients only.

GRAND TOTAL FIRST YEAR COSTS:

\$80,559.00

This Schedule of Charges is deemed effective as of the date of execution by the parties is entered into in accordance with and as part of the above referenced Master License Agreement and is incorporated therein by reference. CSC and Customer certify by their undersigned authorized representative that they have read this Schedule of Charges and the Master License Agreement of which it forms a part and agree to be bound by their Terms and Conditions.

CSC

Computer Sciences Corporation

[Signature]  
Authorized Signature

Joseph C. Jensen  
Name Printed

Exec VP  
Title

7/8/02  
Execution Date

Customer

City of Nashua

[Signature]  
Authorized Signature

Jennifer L. Deshaies  
Name Printed

Risk Management Specialist

07/02/2002  
Execution Date

\*\*\*\*\* -COMM. JOURNAL- \*\*\*\*\* DATE JUL-02-2002 \*\*\*\*\* TIME 11:06 \*\*\*\*\*

MODE = MEMORY TRANSMISSION

START=JUL-02 11:04

END=JUL-02 11:06

FILE NO.=371

STN NO.	COMM.	ABBR NO.	STATION NAME/TEL NO.	PAGES	DURATION
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-CITY OF NASHUA RISK MGMT -

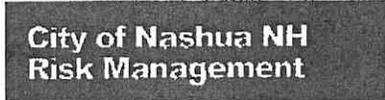
\*\*\*\*\*

- \*\*\*\*\* - 603 594 3451- \*\*\*\*\*

City Hall  
 229 Main Street  
 P O Box 2019  
 Nashua, New Hampshire 03081 2019

603-589-3350  
 Direct: 603-589-3346  
 Fax: 603-589-3359

Deshales.J@ci.nashua.nh.us



# Fax

To:	Mr. Steve Evers	From:	Jennifer L. Deshaies
Fax:	734-462-5807	Pages:	5 pages
Phone:		Date:	7/2/2002
Re:	Signed Contract	CC:	

Urgent     For Review     Please Comment     Please Reply     Please Recycle

• **Comments:**

Steve:

Following fax is the signed contract pages that we discussed earlier this morning. I am sending you the hard copies via mail. After you sign them would you please send a completed copy back for my file.

Steve Thanks for everything!!!

Jennifer

Jennifer L. Deshaies

## **Deshales, Jennifer**

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**From:** Steve T Evers [severs2@csc.com]  
**Sent:** Tuesday, July 02, 2002 9:18 AM  
**To:** DeshaiesJ@ci.nashua.nh.us  
**Subject:** Contract

Jennifer,

Could you do me a favor when you get a chance, I need a faxed copy of the schedule of fees and the services agreement ( just the signature pages are needed) ASAP. We are trying to close the books on last quarter. My fax number is 734- 462-5807. I could also use your home address as well.

Thanks,  
Steve



Computer Sciences Corporation  
Addendum – RISKMASTER MESA  
May 28, 2013 - Prices Valid Until 8/31/13

Agreement No. 01-STE-0106

Addendum No. 4

This Addendum is effective September 1, 2013 ("Anniversary Date"), and is hereby made a part of and incorporated into the Master License Agreement No. 01-STE-0106 and any Addendums to Agreement No. 01-STE-0106 ("Agreement") by and between Computer Sciences Corporation ("CSC") and City of Nashua ("CUSTOMER") located at 229 Main Street, P.O. Box 2019, Nashua, NH 03060. In the event that any provision of this Addendum and any provision of the Agreement are inconsistent or conflicting, the inconsistent or conflicting provision of this Addendum shall be and constitute an amendment of the Agreement and shall control, but only to the extent that such provision is inconsistent or conflicting with the Agreement.

CSC and CUSTOMER hereby agree as follows:

1. CUSTOMER is hereby engaging CSC to provide RISKMASTER MESA under the terms of the "Agreement" in accordance with the following (the "Term"):
  - o 5 Year MESA Term
2. The annual fee per year is \$27,615.92.
3. CSC will invoice CUSTOMER annually prior to the Anniversary Date. For Year 1, CSC shall invoice CUSTOMER upon execution of this Addendum. Customer acknowledges that at the end of the MESA Term, MESA can be renewed for an additional term equal to the term set forth in Section 1 at the rate in effect for the immediately preceding support year at the time of renewal subject to a maximum increase equal to the percentage increase in the Consumer Price Index for all Urban Consumers (Professional Services) ("CPI"), published by the United States Bureau of Labor Statistics.
4. CSC shall provide telephone and internet support and/or technical assistance as defined in the "Agreement" ("Scope of Services") as set forth in the Agreement or Schedule of Charges, or as outlined below. Such support and assistance will be provided by telephone or internet at or from CSC's product center offices during the following hours: Monday through Friday 8:00 a.m. to 8:30 p.m., Eastern Time excluding CSC holidays.
  - i. The "Scope of Services" under this addendum shall be for telephone and internet support.
  - ii. The following activities are not included in the scope of Maintenance services: (i) hardware support, (ii) operating system support, (iii) custom programming or custom report creation, (iv) report creation; (v) general systems management, (vi) data validation or clean up; (vii) moving Customer data, (viii) moving, relocating or reinstalling software programs or printers, (ix) verification or correction of errors that result from data entry or procedural errors, (x) unauthorized third party report writers, (xi) on or off site training or (xii) other services more properly covered under a separate agreement or work order at the applicable hourly rate.
5. CSC reserves the right to immediately increase the MESA annual fee if Customer increases the number of workstations and/or licenses additional software.
6. All other terms and conditions of the "Agreement" as previously amended by the parties, remain unchanged and shall be in full force and effect.

Note 1: Authorized Location: 229 Main Street, P.O. Box 2019, Nashua, NH 03060.

Note 2: CUSTOMER acknowledges that the above MESA fee reflects only software licensed through May 28, 2013. Software licensed after May 28, 2013 will be subject to additional MESA and invoiced separately until the completion of the current renewal term.

Computer Sciences Corporation  
Addendum – RISKMASTER MESA  
May 28, 2013 - Prices Valid Until 8/31/13

Agreement No. 01-STE-0106

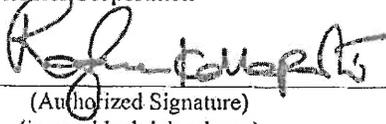
Addendum No. 4

CSC and CUSTOMER certify by their undersigned authorized agents that they have read this Addendum and the Agreement and agree to be bound by their terms and conditions.

CSC

Computer Sciences Corporation

By:

  
(Authorized Signature)  
(in non-black ink, please)

Raghu Korrapati  
(Name)

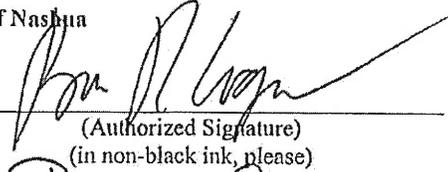
Director, Insurance  
(Title)

8/23/13  
(Execution Date)

Customer

City of Nashua

By:

  
(Authorized Signature)  
(in non-black ink, please)

Bruce Codagnone  
(Name)

CIO / IT Director  
(Title)

8/19/13  
(Execution Date)



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

May 12, 2016  
Memo #16-145

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: PURCHASE AWARD FOR CITY HALL FIREWALL REPLACEMENT (VALUE: \$64,490)  
DEPARTMENT: INFORMATION TECHNOLOGY; FUND: BOND NGIN PROJECT

Please see attached communication from Bruce Codagnone, CIO/IT Division Director dated May 4, 2016 for the information related to this contract award.

This purchase is being made pursuant to NRO § 5-84 Special purchase procedures (A) (10), Commodity items which are generally available for a publicly advertised price in national or online sources, and are not customized by the vendor for individual purchasers.

The CIO/IT Division Director and the Purchasing Department recommend awarding this purchase to **Namtek Corp, of Bedford, NH** in an amount of **\$64,490**.

Respectfully,

Dan Kooker  
Purchasing Manager

Cc: B Codagnone J Graziano



# THE CITY OF NASHUA

*Information Technology*

*"The Gate City"*

May 23, 2016

To: Mr. Daniel Kooken  
Purchasing Manager

Subject: Dual Network Firewall purchase

Mr. Kooken,

The Information Technology Division needs to purchase dual network firewall devices to replace the three single existing firewalls which the City currently has in place. This purchase is being made pursuant to NRO Sec 5-84 (A) (3), Special purchase procedures using the GSA #GS-35F-0511T.

The existing firewall devices are obsolete technology which represent single points of failure and have reached product end of life. This equipment is essential and is what protects the City's internal network from being compromised by internet traffic which could negatively impact the performance of the network.

The new firewall devices go above the traditional port blocking and stateful inspection (dynamic packet filtering) standards of the industry by providing blocking strategies at the application layer; further protecting the City's internal network infrastructure by employing Intrusion Detection strategies, web filtering capabilities, and automatic protection against zero-day threats. The VPN tunnel with the State MVR Department is vital for City business which is why it is recommended to move to a high-availability (HA) scenario.

The Information Technology Division recommends purchasing from NAMTEK Corp. in the amount of \$64,490. Funding is available in the IT - Infrastructure / Computer Equipment account 22.1.535 / 71221.

Respectfully,

Bruce Codagnone  
CIO/IT Division Director



# QUOTE

124 Bedford Center Road, Suite C, Bedford, NH 03110  
 t. 603.488.6600 f. 603.488.6601

Number NAMQ9525-01  
 Date May 20, 2016  
 Valid through June 10, 2016

Prepared For
<b>City of Nashua</b> Dana Buckley 229 Main St Nashua, NH 03061-2019  buckleyd@nashuanh.gov <b>Phone</b> (603) 589-3318 <b>Fax</b>

Ship To
<b>City of Nashua</b> Dana Buckley 229 Main St Nashua, NH 03061-2019  <b>Phone</b> (603) 589-3318 <b>Fax</b>

Salesperson	Contract	FOB	Terms
Ian Scott	GS-35F-0511T	Destination	Net 30

Qty	Part Number	Description	Unit Price	Ext. Price
<b>GSA Contract Items:</b>				
2	PAN-PA-3020	Palo Alto Networks PA-3020	\$8,850.00	\$17,700.00
2	PAN-PA-3020-TP-3YR-HA 2	Threat prevention subscription 3-year prepaid for device in an HA pair, PA-3020	\$4,550.00	\$9,100.00
2	PAN-PA-3020-URL4-3YR-HA2	PANDB URL Filtering subscription 3-year prepaid for device in an HA pair, PA- 3020	\$4,550.00	\$9,100.00
2	PAN-PA-3020-WF-3YR-HA 2	WildFire subscription 3-year prepaid for device in an HA pair, PA-3020	\$4,550.00	\$9,100.00
2	PAN-PA-3020-GP-3YR-HA 2	GlobalProtect Gateway subscription 3-year prepaid for device in an HA pair, PA-3020	\$4,550.00	\$9,100.00
2	PAN-SVC-PREM-3020-3YR	Premium support 3-year prepaid, PA-3020	\$5,195.00	\$10,390.00

<b>Subtotal</b>	\$64,490.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$64,490.00</b>

\*Applicable sales tax will be charged to customers residing in any state for which sales tax applies. If claiming a tax exemption due to exempt or reseller status, please provide a Sales Tax Exemption or Reseller Certificate for the state in which you are claiming the exemption

By issuing a PURCHASE ORDER to Namtek Corp., THE CUSTOMER AGREES TO THE FOLLOWING TERMS AND CONDITIONS:  
 Payment terms are net 30 days following receipt of an invoice. The Customer may be subject to pay interest for all amounts that age past the 30 day payment terms at the rate of 1.5% per month until paid  
 \*\*\*Please reference your Namtek quote number on your purchase order.\*\*\*  
 \*\*\*All return authorizations are subject to the approval of the manufacturer.\*\*\*\*\*Return Policies vary with each manufacturer.\*\*\*  
 \*\*\*Failure to return the product prior to the Return Material Authorization date will result in the customer being liable for the product and invoiced accordingly.\*\*\*  
 \*\*\*NAMTEK Accepts VISA/MC - 4% Credit Card additional Fee will be charged to cover Merchant Account Fee's.  
 ISSUE Purchase Order to Namtek Corp., 124 Bedford Center Road, Suite C, Bedford, NH 03110  
 CAGE CODE# 4C5B9 DUNS# 62-1562342 TIN# 20-4428224



## ORDINANCE

### REGARDING PURCHASING PROCEDURES FOR CERTAIN TYPES OF GENERALLY AVAILABLE COMMODITY ITEMS

#### *CITY OF NASHUA*

*In the Year Two Thousand and Fifteen*

*The City of Nashua ordains* that Part I “Administrative Legislation”, Chapter 5 “Administration of Government” Part 4 “Officers and Employees”, Article XVII “Purchasing Manager”, Section 5-84 “Special purchase procedures” of the Nashua Revised Ordinances as amended, be hereby further amended by adding the following new underlined subsection:

**“§ 5-84. Special purchase procedures.**

- A. The competitive bidding process shall not apply to the following special purchases:

...

- (10) Commodity items which are generally available for a publicly advertised price in national or online sources, and are not customized by the vendor for individual purchasers.”

All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

This legislation shall take effect following its passage.

PASSED BY THE BOARD OF ALDERMEN – MARCH 24, 2015  
TOOK EFFECT SEVEN DAYS AFTER PASSAGE WITHOUT THE MAYOR’S  
SIGNATURE – APRIL 1, 2015  
ATTEST: PATRICIA PIECUCH, DEPUTY CITY CLERK



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

May 26, 2016  
Memo #16-144

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: AWARD PURCHASE OF MICROFILM SCANNER (VALUE: \$12,982)  
DEPARTMENT: LIBRARY; FUND: GENERAL FUND  
ACCOUNT CLASSIFICATION: 71 EQUIPMENT

Please see attached communication from Jennifer McCormack, Library Director dated May 5, 2016 for the information related to this contract award.

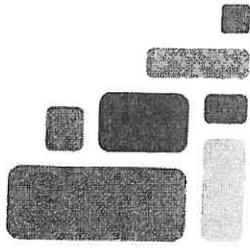
Pursuant to **§ 5-78 Major purchases (greater than \$10,000)** A. All supplies and contractual services, except as otherwise provided herein, when the estimated cost thereof shall exceed \$10,000 shall be purchased by formal, written contract from the lowest responsible bidder, after due notice inviting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

The Library Director and the Purchasing Department recommend awarding this purchase to **Service Star** of **Guilford, CT** in an amount of **\$12,982**.

Respectfully,

Dan Kookan  
Purchasing Manager

Cc: J McCormack J Graziano



# Nashua Public Library

May 5, 2016

To: John Griffin, CFO  
From: Jennifer McCormack, Director  
RE: Microfilm Scanner IFB0639-042216

Mr. Griffin:

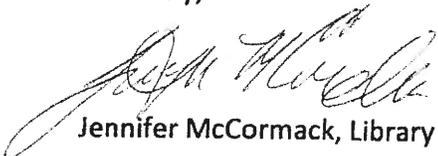
The Library's current microfilm scanner is an obsolete model and the software is no longer supported. We are replacing it with a newer reliable machine that provides the features that researchers find most valuable: sharper images, the ability to select a print area, add annotations and directly save files online storage sites like Dropbox or Google drive.

An invitation for bids (RFQ0173-042816) was sent to 3 vendors and posted on the city's website on April 4, 2016. Bids were received from 4 companies, bid tabulation is attached.

Based on our evaluation of the proposals I am recommending that we accept the bid from Service Star in the amount of \$12,982.00 for this purchase. Other bidders proposed equipment, software and/or warranties that did not meet the specifications in the bid packet. One bidder, Inception Technologies, did not comply with the bid instructions.

This purchase will be paid for from the library's Equipment account 79.1.770 /71000, with delivery and installation expected by June 30, 2016

Sincerely,



Jennifer McCormack, Library Director

	Complied with bid requirements	Total cost	equipment : score/reason	warranty: score/reason	installation/training	software	Total
Inception	No	12,235	Not considered, didn't comply with bid requirements	N/A	N/A	N/A	0
Konica Minolta	Yes	5,999	0/ previously evaluated, doesn't meet our requirements	5/ duration and type as required	Included	0: unknown/not indicated	5
Crowley	Yes	9,695	3 / not tested	0: does not meet our requirements	Included	3: does not meet requirements	6
Servicestar	Yes	12,982	5/model we specified	5/ duration and type as required	Included	5: as requested in specs	10

**Proposal for ST Imaging ViewScan III microform viewer/scanner** April 15, 2016

<b>To:</b> Danielle Greenberg Purchasing Agent II City of Nashua – Purchasing Department 229 Main St PO Box 2019 Nashua, NH 03061-2019	<b>Ship To:</b> same IFB0639-042216 Micro Film Scanner 603.589.3332 GreenbergD@nashuanh.gov
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Quantity	Description	Unit Price	Total Price
1	<b>ST Imaging ViewScan III Digital Microfilm Scanner with integrated 16 &amp; 35mm Carrier and 7x to 105x zoom capability.</b> Integrated Carrier is For 16 or 35mm Microfilm, fiche, ultrafiche, aperture cards, or opaque cards (w/optional lamp) 24 bit color, 256 shade gray scale and/or bi-tonal output; 14 MP camera White LED lamp with lifetime warranty 300 dpi 1/6th of one second; higher resolutions in one second AC 120 V 60Hz operates at 13.8 VDC 2A, Energy Star rating Connection via your System 7 (or later) PC to your network printer or save to USB or hard drive Warranty: One year return to depot from date of delivery	\$8,990.00	\$8,990.00
1	<b>Delivery, Installation, Training</b>	\$600.00	incl
<b>OPTIONS:</b> Annual Extended Warranty After the initial Warranty;			
3	Covers all parts and Labor <b>on-site</b> . (Three years max.)	\$899.00	\$2,697.00
1	<b>Convert included one year Return To Depot warranty to On-Site Warranty</b>	\$500.00	incl
	<b>Cruise Control</b> automatic, unattended scanning from roll film (includes RAVS)	\$1,295.00	
	<b>ST OCR Plus™</b> (OCR from almost any scanner, unlimited page scan volume; OCR to searchable PDF format)	\$695.00	
1	<b>Premium software including exclusive Multiple User Profiles, Clip Merge, &amp; Annotate</b>	\$1,295.00	\$1,295.00
	Rapid Advance View and Scan (image count feature)	\$495.00	
Prices valid for sixty days.			
<b>TERMS: 2/10 net 30</b>			

The undersigned accepts the above proposal:	S & H	
	Sub Total	\$12,982.00
Customer's printed name & Title:	Sales Tax	
	<b>TOTAL</b>	<b>\$12,982.00</b>

Special Billing or Handling Instructions	
Customer PO	Tax Exempt (#):
Customer Signature	Date <span style="float: right;">PutMorgan@att.net</span> Salesman <span style="float: right;">PM</span>

Exhibit A: pricing

Base unit	\$3,995
ST Imaging ViewScan III 14 MP camera	\$4,995
Premium software	\$1,295
Delivery and setup	\$0.00
Training	\$0.00
3 year on-site warranty including parts	\$2,697
<b>Total cost</b>	<b>\$12,982</b>



# City of Nashua

## Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

May 26, 2016  
Memo #16-146

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CITY ARTS NASHUA CONTRACT (VALUE \$20,000)  
DEPARTMENT: 109 CIVIC AND COMMUNITY ACTIVITIES; FUND: GENERAL  
FUND  
ACCOUNT CLASSIFICATION: 56 HUMAN SERVICE AGENCIES – DOWNTOWN  
IMPROVEMENT FUND

Please see attached communication from Sarah Marchant, Community Development Director, dated April 15, 2016 for information related to this purchase request.

Pursuant to **§ 5-84 Special Purchase Procedures A. (5)** The competitive bidding process shall not apply to the following special purchases. 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.

Sarah Marchant, Director of Community Development and the Purchasing Department recommend the award of this contract to **City Arts Nashua** of **Nashua, NH** in the amount of **\$20,000**.

Respectfully,

*Dan Kookan*  
Purchasing Manager

Cc: S. Marchant J. Graziano



# City of Nashua

## Community Development Division

City Hall, 229 Main Street, PO Box 2019  
Nashua, New Hampshire 03061-2019  
[www.nashuanh.gov](http://www.nashuanh.gov)

Community Development	589-3095
Planning and Zoning	589-3090
Building Safety	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Parking	880-0100
Transportation	880-0100
FAX	589-3119

Date: April 15, 2016

To: Jim Donchess, Mayor  
Finance Committee

From: Sarah Marchant, Director of Community Development

**Subject: City Arts Nashua Downtown Public Art Contract**

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The Community Development Division requests the approval of a \$20,000 contract with City Arts Nashua to continue ARTventures, Nashua's Downtown public art program. This contract with a local non-profit organization will allow the City to continue to implement projects that attract people to Downtown Nashua with funding from the Downtown Improvements Committee Expendable Trust Fund.

The purpose of ARTventures Nashua is to increase awareness and participation in Downtown through art. As part of the first contract, artist Jerry Beck was contracted by City Arts Nashua to facilitate the creation of temporary art by the public, especially children. Mr. Beck, who has a 33-year history in this unique field, worked with about 400 students to create floats for the Gate City Fall Festival parade, to create sculptures that were unveiled at the Holiday Stroll and to write poems for the Totem Poems project. These students then came to Main Street to be in the parade, to see their sculpture in the Holiday Stroll or to celebrate their poems, and they bring with them parents, grandparents, neighbors and friends. Their teachers, school administration and in several cases their Board of Directors also have a raised awareness of Downtown being a busy, fun place to be.

If awarded this contract, City Arts Nashua will again contract with Mr. Beck to continue the program. One multi-facet community public art project will be completed, with the resulting ten temporary artworks installed on the sidewalks and/or public spaces within Downtown Nashua. The program will utilize an inclusive approach to include community members, including local artists and children, with the creation of the art.

City Arts Nashua was selected for the first contract, and again for this contract, as a sole source vendor in accordance with NRO Sec 5-84(A)(5). The organization has a long history of organizing and encouraging successful public art events throughout Nashua. City Arts Nashua and Jerry Beck contributed many additional hours during the first contract, laying the groundwork and developing the relationships for a sustainable program. Continuing this program with City Arts Nashua, given the successful completion of the first contract and their significant relationship building, is reasonable and expedient.

The contract has been reviewed by the Legal and Risk Departments.

It is expected the work will take place over the summer and into the Fall, concluding in December 2016.



## CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN THE  
CITY OF NASHUA

AND

**CITYARTS NASHUA, INC.**

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NAME AND TITLE OF SERVICE PROVIDER

**PO Box 1603, NASHUA, NH 03060-1603**

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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 independent contractors; and

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

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

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

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

Exhibit A--General Conditions for Contracts

Exhibit B--Scope of Services

Exhibit C--Contract Time and 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, Contractor shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described in Exhibit B.

3. **PERIOD OF PERFORMANCE.** Contractor shall perform and complete all work within the time periods set forth in Exhibit C. The time periods set forth in Exhibit C 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. Contractor shall begin performance upon receipt of a Notice to Proceed and a valid purchase order from the City.
  
4. **COMPENSATION.** Service Provider agrees to perform the work for a total lump sum cost of **Twenty Thousand Dollars and Zero Cents (\$ 20,000.00)** which, unless otherwise provided in this contract, shall be paid in accordance with the provisions of Exhibit C. Unless otherwise provided in Exhibit C or unless Service Provider has received a written exemption from the City, Service Provider shall submit monthly requests for payment for services performed under this agreement. 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, Service Provider 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 percent task complete 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 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 Service Provider. The City will pay Service Provider 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. **COMPENSATION.** Contractor agrees to perform the work as outlined in Exhibit B and shall be paid in accordance with the provisions of Exhibit C.
  
6. **EFFECTIVE DATE OF CONTRACT.** This contract shall not become effective until and unless approved by the City of Nashua.
  
7. **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**

Sarah Marchant  
 Community Development Director  
[marchants@nahunh.gov](mailto:marchants@nahunh.gov)  
 603.589.3075

**Service Provider Representative**

Katherine Hersh  
 City Arts Nashua  
[Kathyhersh1@gmail.com](mailto:Kathyhersh1@gmail.com)  
 603-315-0112

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

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

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**City of Nashua, NH (*signature*)**

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James Donchess, Mayor  
*(Printed Name and Title)*

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Date

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**(*signature*)**

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Katherine Hersh, President  
*(Printed Name and Title)*

---

Date

**EXHIBIT A**  
**GENERAL CONDITIONS**

1. **DEFINITIONS.** Unless otherwise required by the context, "Contractor" includes any of the Contractor's consultants, subconsultants, contractors, and subcontractors.
2. **INDEPENDENT CONTRACTOR STATUS AND PROVISION OF WORKERS' COMPENSATION COVERAGE.** The parties agree that Contractor shall have the status of and shall perform all work under this contract as an independent contractor, maintaining control over all its consultants, subconsultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City and Contractor, and nothing in this contract shall create any contractual relationship between the City and Contractor's consultants, subconsultants, contractors, or subcontractors. The parties also agree that Contractor 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 independent contractor 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.

Contractor agrees, if not exempt, to maintain required workers' compensation coverage throughout the entire term of the contract. If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that City may, at any time the coverage is not maintained by Contractor, order the Contractor to stop work, suspend the contract, or terminate the contract. For each six-month period this contract is in effect, Contractor 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 Contractor does not make the request or does not provide the certificate before the expiration of the six-month period, Contractor agrees that City may order the Contractor to stop work, suspend the contract, or terminate the contract.

3. **STANDARD OF CARE.** Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Contractor warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Contractor to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City may have, Contractor shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Contractor'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 Contractor shall not in any way relieve Contractor of the responsibility for professional and technical accuracy and adequacy of its work. City review, approval, or acceptance of, or payment for any of Contractor'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 Contractor shall be and remain liable in accordance with the terms of the contract and applicable law.

Contractor shall furnish competent and skilled personnel to perform the work under this contract. The City reserves the right to approve key personnel assigned by Contractor to perform work under this contract. Approved key personnel shall not be taken off of the project by Contractor without the prior written approval of the City, except in the event of termination of employment. Contractor 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 Contractor, invoice forms, and progress reports, 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 Contractor's performance under the contract. Contractor 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 Contractor should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Contractor's cost or time required for performance of the contract as a whole, an equitable adjustment shall be made and the contract accordingly modified in writing. Any claim of Contractor for adjustment under this clause shall be asserted in writing within 30 days of the date the City notified Contractor of the change.

When Contractor seeks changes, Contractor 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 Contractor should proceed with any or all of the proposed change.

Except as provided in this paragraph, Contractor 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 Contractor in the performance of its work under this contract and that such personnel will be available to Contractor 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 Contractor with access to City records in a reasonable time and manner and to schedule items that require action by the Finance Committee in a timely manner. The City and Contractor also agree to attend all meetings called by the City or Contractor to discuss the work under the Contract, and that Contractor 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.** Contractor 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 Contractor. All future questions Contractor 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 Contractor'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 Contractor prior to having received the City's resolution shall be at Contractor's risk and expense. At all times, Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City. Contractor is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

## 8. TERMINATION OF CONTRACT

- A. TERMINATION, ABANDONMENT, OR SUSPENSION AT WILL.** The City, 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 Contractor 10 day's written notice of its intent to do so.

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

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

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the contract that is not terminated.
3. Immediately make every reasonable effort to obtain cancellation upon terms satisfactory to the City of 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, Contractor shall receive all amounts due and not previously paid to Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice and compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

- B. TERMINATION FOR CAUSE.** This agreement may be terminated by the City on 10 calendar day's written notice to Contractor in the event of a failure by Contractor 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. Contractor shall be given an opportunity for consultation with the City prior to the effective date of the termination. Contractor may terminate the contract on 10 calendar days written notice if, through no fault of Contractor, the City fails to pay Contractor for 30 days after the date of approval of any submitted invoice forms and progress reports.

In the event of a termination for cause, Contractor shall receive all amounts due and not previously paid to Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the City by reasons of Contractor's failure. Contractor shall not be relieved of liability to the City for damages sustained from the failure, and the City may withhold any payment to the Contractor until such time as the exact amount of damages due to the City is determined. All claims for payment by the Contractor 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 Contractor 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 Contractor 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 Contractor. 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 Contractor shall cease conducting business, the City shall have the right to solicit applications for employment from any employee of the Contractor assigned to the performance of the contract.

Neither party shall be considered in default of the performance of 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 Contractor's principals, officers, employees, agents, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Contractor's control.

- 9. DISPUTE RESOLUTION.** Any dispute not within the scope of section 7 and section 9 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 Contractor representative. At all times, Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City. If the dispute is not resolved within 30 days, either party may request that the dispute be submitted to the Economic Development Director for final resolution. The decision of the Economic Development Director shall be final and binding on the parties. If either party is dissatisfied with the decision of the Economic Development Director, that party may immediately terminate the contract under this paragraph, with Contractor 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 17, 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 independent contractors.
- 10. NO DAMAGES FOR DELAY.** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City may provide.
- 11. INSURANCE.** Contractor shall carry and maintain in effect during the performance of services under this contract:
- Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000;
  - General Liability insurance in the amount of \$1,000,000 per occurrence.

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

Contractor will provide the City 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 issues the notice of award. The City 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. Employers' Liability policies must name the **City of Nashua as an additional insured** and reflect on the certificate of insurance. Contractor is responsible for filing updated Certificates of Insurance with the City of Nashua's Risk Management Department during the life of the contract.

- A. All deductibles and self-insured retentions shall be fully disclosed in the certificates of insurance.
- B. If aggregate limits of less than \$1,000,000 are imposed on bodily injury and property damage, the Contractor must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- C. The specified insurance requirements do not relieve Contractor of its responsibility or limit the amount of its liability to the City or other persons, and Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- D. Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City, caused in whole or in part by Contractor or anyone employed, directed, or supervised by Contractor.

Contractor 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 Contractor or anyone employed, directed, or supervised by Contractor.

- 12. **INDEMNIFICATION.** Regardless of the coverage provided by any insurance, Contractor 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, attorneys' fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Contractor. Contractor'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 Contractor with a right of payment over any other entity. Any funds obligated by the City under this contract that are not paid to Contractor 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 Contractor. Contractor shall have no claim of any sort to the unexpended funds.

- 14. **COMPENSATION.** The City shall pay Contractor as outlined in Exhibit C.
- 15. **COMPLIANCE WITH APPLICABLE LAWS.** Contractor, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Contractor shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements, shall promptly notify the City 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. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING.** Contractor 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.
17. **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 Contractor 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 Contractor's expense, by Contractor to the City upon completion, termination, or cancellation of this contract. Alternatively, if the City provides its written approval to Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Contractor in the performance of its obligations under this contract must be retained by Contractor for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City, in writing, requests any or all of the materials, then Contractor shall promptly remit and deliver the materials, at Contractor's expense, to the City. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the City.
18. **PUBLIC RECORDS LAW.** Contractor expressly agrees that all documents ever submitted, filed, or deposited with the City by Contractor 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.
19. **COPYRIGHTS AND PATENTS.** 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 Contractor in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Contractor. The City shall have the right to reproduce any such materials.

Contractor expressly and indefinitely waives all of its rights to bring, including but not limited to, by way of complaint, interpleader, intervention, or any third party practice, any claims, demands, suits, actions, judgments, or executions, for damages or any other relief, in any administrative or judicial forum, against the City 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. Contractor 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 Contractor infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Contractor infringes any patent.

Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense non-infringing materials, concepts, products, or processes, or to modify such infringing

materials, concepts, products, or processes so they become non-infringing, or to obtain the necessary licenses to use the infringing materials, concepts, products, or processes, provided that such substituted or modified materials, concepts, products, or processes shall meet all the requirements and be subject to all the terms and conditions of this contract.

20. **FINAL ACCEPTANCE.** Upon completion of all work under the contract, Contractor 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 Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Contractor with a written list of work not completed. With respect to work listed by the City as incomplete, Contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City shall be the date upon which the Economic Development Project Coordinator or other designated official accepts and approves the notice of completion.
21. **TAXES.** Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Contractor hereby indemnifies and holds harmless the City from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
22. **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.
23. **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.
24. **PROHIBITED INTERESTS.** Contractor 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. Contractor 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 Contractor. If any such interest comes to the attention of Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City. Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If 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 Contractor (or any of its officers, partners, principals, or employees acting with its authority) is convicted of a crime involving a public official arising out or in connection with the procurement of work to be done or payments to be made under this contract, City may terminate the contract at will or for cause in accordance with paragraph 8. Upon termination, Contractor shall refund to the City any profits realized under this contract, and Contractor 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.

Contractor warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Contractor 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.

25. **THIRD PARTY INTERESTS AND LIABILITIES.** The City and Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party, and this agreement is entered into for the exclusive benefit of the City and Contractor.
26. **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.
27. **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.
28. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT.** This contract constitutes the entire contract between the City and Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
29. **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.

## **EXHIBIT B**

### **TO THE CONTRACT BETWEEN THE CITY OF NASHUA AND CITY ARTS NASHUA, INC.**

#### **SCOPE OF SERVICES**

City Arts Nashua will manage the Downtown Public Art Program ("Program"). The goal of the Program is to enhance downtown Nashua's attractiveness and viability and to increase awareness and appreciation of art. The Program will expand on the City's significant investment in new sidewalks and amenities to create dynamic, interesting places for people to see and enjoy.

One multi-facet community public art project will be completed, with the resulting ten temporary artworks installed on the sidewalks and/or public spaces within Downtown Nashua.

The program will utilize an inclusive approach to include community members, including ten local artists and children, with the creation of the art. City Arts Nashua will contract with an expert skilled at fostering the collaboration between local artists and community stakeholders to create unique public art displays.

The location and duration of the public art installation will be subject to local ordinances that permit the encumbrance of public sidewalks and public spaces. Every effort will be made to install and maintain the art for the duration of its installation as part of the Program. However, unforeseen circumstances may require the early removal of one or more pieces of art.

The City will be responsible for installing anchors for mounting the public art, to ensure that public infrastructure is not damaged. The City will consult City Arts Nashua regarding the design and location of the anchors.

## EXHIBIT C

TO THE CONTRACT BETWEEN THE CITY OF NASHUA AND CITYARTS NASHUA, INC.

### CONTRACT TIME AND FEE SCHEDULE

**1. TIME OF PERFORMANCE**

The services of the Contractor are to commence *upon the signing of this Contract by all parties* and shall be undertaken and completed in such sequence as to assure their expeditious completion in the light of the purposes of this contract as described in Exhibit B, Scope of Services.

**2. FEE SCHEDULE**

The Contractor will be paid \$2,000 upon contract signing. The Contractor will provide detailed invoices not more than monthly and be compensated based on percent of project completion for a total of \$20,000.



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

April 28, 2016  
Memo #16-137

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR SINGLE STREAM RECYCLING (VALUE: NOT TO EXCEED  
\$249,925)  
DEPARTMENT: 168 SOLID WASTE; FUND: SOLID WASTE  
ACCOUNT CLASSIFICATION: 55 OTHER CONTRACTED SERVICES

Please see attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated April 28, 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 Solid Waste Department Superintendent, Board of Public Works (May 5, 2016) and the Purchasing Department recommend the award of this contract in an amount not to exceed **\$249,925** to **Casella Recycling, LLC** of **Charlestown, MA**.

Respectfully,

Dan Kooker  
Purchasing Manager

Cc: J Lafleur L Fauteux

# City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 28, 2016  
From: Jeff Lafleur, Superintendent of Solid Waste  
Re: Single Stream Recycling Contract

**A. Motion:** To approve the award of a one year contract for the transportation and processing of the City's single stream recyclables to Casella Recycling LLC of Charlestown, MA pending approval of the FY17 operating budget. Funding through Department 168 Solid Waste; Fund: Solid Waste; Account Classification: 55 Other Contracted Services

**Attachments:** Casella LLC proposal.

**Discussion:** Markets for recycling in general have plummeted and are showing no sign of recovery in the near future. The City's contract for recycling ends on June 30, 2016, therefore the City of Nashua needed to secure a vendor. The Solid Waste Superintendent opted to solicit bids for a one year contract and re-evaluate market conditions next spring.

The Solid Waste Department solicited bids for Single Stream Recycling Services from five potential vendors. Two of the vendors submitted responsive bids – Casella Recycling, LLC. and E.L. Harvey & Sons. The bids were evaluated based on an estimated 5,000 tons and 333 loads of recyclables.

Vendor	Processing Cost	Trucking Cost	Total Estimated Annual Cost
Casella Recycling, LLC.	\$35/Ton	\$225/Load	\$249,925
E.L. Harvey & Sons	\$35/Ton	\$290/Load	\$271,570

Waste Management and Eco-Maine were only interested in bidding on a multi-year contract. Integrated Paper Recycling did not provide a response to the request for bid.

Casella's processing cost of \$35/Ton is a ceiling price which will be reduced if the recycling markets improve. Casella has submitted a formula that would reduce the processing cost through a revenue share. E.L. Harvey did not provide for an option to reduce the processing cost and provided only a fixed rate for the entire year of \$35/Ton.

It is the recommendation of the Solid Waste Superintendent that the contract be awarded to Casella Recycling, LLC of Charlestown, MA at an estimated annual cost of \$249,925.

REQUEST FOR PROPOSALS RFP1058-022616

DIVISION OF PUBLIC WORKS SOLID WASTE DEPARTMENT  
CITY OF NASHUA NEW HAMPSHIRE

ATTACHMENT A-PROPOSAL COSTS

<p>PROCESSING COST per ton (estimated annual tonnage: 5000 - 5500 tons)</p>	<p style="text-align: center;"><u>                    \$35.00                    </u> /ton</p>
<p>TRANSPORTATION COST per load (estimated annual # loads: 333)</p>	<p style="text-align: center;"><u>                    \$225.00                    </u> / load</p>
<p>Name of Hauling company, if different from vendor</p>	<p style="text-align: center;"><u>                    <b>Casella Recycling , LLC</b>                    </u></p>
<p>Formula that would reduce Processing Costs or produce revenue  (List indexes used to calculate recycling costs)</p>	<p>CASELLA'S ACR (AVERAGE COMMODITY REVENUE) LESS THRESHOLD OF \$60.00 WITH A 50% REVENUE SHARE WHEN ACR IS ABOVE THRESHOLD. DOLLAR FOR DOLLAR CHARGE TO CUSTOMER WHEN UNDER THE THRESHOLD. CURRENT CHARGE TO NASHUA, BASED ON THIS "ACR FORMULA PRICE" CALCULATION IS;  <b>\$22.10 PER TON / FEBRUARY</b></p>

CURRENT CASELLA ACR LESS \$60.00 PER TON = \$22.10 PER TON CHARGE FOR FEBRUARY 2016

Vendor Name & Address:

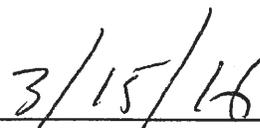
CASELLA RECYCLING, LLC, 24 BUNKERHILL INDUSTRIAL PARK CHARLESTOWN, MA 02129

Phone: (617) 275-6276

Fax: (617) 241-3806

Email: mark.evans@casella.com

  
\_\_\_\_\_  
(Authorized Signature)

  
\_\_\_\_\_  
(Date)

Mr. MARK S. EVANS                      SENIOR BUSINESS DEVELOPMENT MANAGER

(Printed/Typed Name & Title)



**CONTRACT FOR SERVICE PROVIDER**

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**Single Stream Recyclable Material Processing  
RFP 1058-022616**

A CONTRACT BETWEEN

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

**CASELLA RECYCLING, LLC  
and its successors, transferees and assignees (together "Service Provider")**

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**NAME AND TITLE OF SERVICE PROVIDER**

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**24 BUNKERHILL INDUSTRIAL PARK, CHARLESTOWN, MA 02129**

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**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. Exhibit A: Request for Proposals – RFP 1058-022616 (all inclusive);
3. Exhibit B: Casella Proposal – dated February 23, 2016;
4. Insurance Certificate;
5. Written change orders or orders for minor changes in the Work issued after execution of this Agreement; and
6. 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.

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

**2. WORK TO BE PERFORMED.** Except as otherwise provided in this contract, Service Provider shall be responsible for all aspects of providing the requested service: the pickup and hauling of single stream recyclables from the Four Hills Landfill / Nashua Recycling Center; the processing, marketing and shipping of recyclables; the disposal of any residue; the maintenance of records and provision of documents and reports to the City of Nashua; and the care and maintenance of equipment furnished for this program and any other associated items. Upon acceptance of recyclables, the Service Provider shall be responsible for all handling of said materials.

**2. A. OPERATION**

The Service Provider must accept all recyclables that are delivered during the term of its contract. The vendor shall provide to the City of Nashua a list of materials and grades currently accepted at the vendor facility, and any minimum quality specifications, including allowable contamination limits. The vendor shall also provide a description of unacceptable materials and shall be responsible for inspecting designated recyclables upon delivery. Once said recyclables are accepted, they shall be the property and sole responsibility of the Service Provider.

If materials are rejected or downgraded by the Service Provider, the City of Nashua must be notified as to why; by the next business day following the day the rejection or downgrade occurred. Digital photographs of the rejected or downgraded materials shall accompany this notification. The City of Nashua must be provided with an opportunity for on-site inspection of materials in question.

If the Service Provider fails to pick up or accept recyclables because of facility or service failure, without exclusion, even from a force majeure event, the Service Provider shall be responsible for providing alternative recycling services and compensating the City of Nashua for any additional costs.

Materials currently accepted at the Nashua Recycling Center, and which shall be included in the vendor's proposal, are:

- Single Stream Recyclables:
- Aluminum beverage cans
- Tin / Metal cans
- Clean aluminum foil and trays
- Glass bottles and jars – all colors
- Plastics containers: # 1 through #7
- Newspapers
- Cardboard – corrugated and chipboard
- Magazines / phone books
- Junk Mail
- Mixed Paper / shredded paper

Current annual quantities are in the range of 5000 – 5500 tons of single stream recyclables.

Quantities of acceptable materials do fluctuate and shall not be construed as warranties or guarantees of the quantity of recyclables that will actually be provided by the City of Nashua of Nashua.

Materials shall be transported from the Nashua Recycling Center by the Service Provider's staff or contractor and equipment; Solid Waste Department equipment and staff shall be available for live loading the vendor's trucks. The pickup schedule shall be sufficient to keep the storage area for single stream recycling reasonably clear.

During the term of the Agreement between the Service Provider and the City of Nashua, or any extension thereof, Nashua may expand the definition of Acceptable Materials to include additional household recyclable materials which are mandated to be recycled by any state or federal agency or which are agreed to by the Service Provider and the City of Nashua.

**2. B. TRANSPORTATION**

The Service Provider shall provide transportation of recyclable materials directly from the Nashua Recycling Center to the MRF, utilizing vendor-supplied trucks and drivers to deliver materials to the vendor's MRF. Pickup and hauling of loads of material by the vendor at the Nashua Recycling Center shall be during the hours of **8:00 am and 3:30 pm, Monday through Friday**, and loading must be completed by **3:30 pm**.

Rain and ordinary snow accumulations shall not be grounds for the cancellation or delay of pickup or delivery unless both the vendor and the City of Nashua agree that travel should not occur for safety or health reasons.

The City of Nashua shall have the right of access to all portions of the facility at all reasonable times, for purposes of inspection, monitoring and conducting tours. The City of Nashua's rights of access shall be conditioned upon compliance with reasonable safety rules and regulations of the facility.

**2. C. EQUIPMENT**

The Service Provider shall provide and maintain sufficient equipment, in good working condition, to enable proper servicing of this agreement.

**2. D. PROCESSING FACILITY**

The vendor shall provide a description of the processing facility, including the type of equipment used and a process flow diagram. Please indicate the number of years of operation, capacity, hours of operation and any scheduled shutdowns. A tour of the facility for City of Nashua officials will be arranged at a mutually convenient time, if possible within two weeks of submittal of the Proposal.

**2. E. MARKETING MATERIALS**

At the request of the City of Nashua, the Service Provider must be prepared to identify all processing facilities, secondary haulers, and markets it intends to use for recycling the materials. This information will be kept confidential upon request. The Service Provider must also minimize the amount of material entering the processing facility that is disposed of as unrecyclable residue. **This amount must not exceed 10% on an annual basis.**

If, at any time during the life of the contract, there is a change in the processing and / or marketing facility used, the Service Provider shall request the City of Nashua's approval for such a termination, amendment or replacement (60) calendar days prior to the effective date of such termination, amendment and / or replacement and shall provide the City of Nashua with the name, address and phone number of the new Processor's office, the name of an individual responsible for the processing operation, the site of storage and / or processing of the recyclable material, and the names and addresses of the processor's secondary haulers and end markets.

Properly prepared materials **MUST** be marketed to end users that will recycle. Materials cannot be landfilled or incinerated, except within the allowable residue limit.

**2. F. REPORTING REQUIREMENTS**

**5. F.1. Scale Weights**

The Service Provider must agree to accept the scale receipts of the Four Hills Landfill as the official measure of weight. One ton weighs two thousand pounds.

**5. F.2. Records and Reports**

The Service Provider shall provide the City of Nashua with a monthly activity statement and any supporting documentation requested, of all recyclables tonnage accepted, and a statement of account for revenue / costs. These monthly statements shall be provided to the City of Nashua by the end of the second week of each month for the previous month. A report shall be provided to the City of Nashua by **February 1 annually**, detailing the previous service year's activities.

**2. G. RECORDS AND ACCESS**

The Service Provider shall maintain record of amounts of acceptable materials delivered from the City of Nashua. The Service Provider shall maintain books and records in accordance with generally accepted accounting principles and practices. The Service Provider shall make available to the City of Nashua all books and records necessary to verify the amount of material delivered by the City of Nashua.

**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 shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

The term of the contract shall be for one (1) year commencing on **July 1, 2016 and terminating on June 30, 2017.**

**4. COMPENSATION.** Service Provider agrees to perform the work for a total cost not to exceed

**Two Hundred Forty-Nine Thousand Nine Hundred Twenty-Five Dollars** (\$ 249,925.00)

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  
Attn: Jeff Lafleur, Superintendent - Solid Waste Department**

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 and accurately invoiced by Service Provider, within thirty (30) days from the time of approval by the City of Nashua.

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

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

**CITY OF NASHUA REPRESENTATIVE:**

**Jeff Lafleur, Superintendent  
City of Nashua, Solid Waste Department  
840 West Hollis St  
Nashua, NH 03062**

**SERVICE PROVIDER REPRESENTATIVE:**

**Bob Cappadona, Vice President  
Casella Recycling, LLC  
24 Bunkerhill Industrial Park  
Charlestown, MA 02129**

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" and its successors, transferees and assignees (together "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.

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.**

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's 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 that 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 or make sufficient progress on the 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 45 days after the date of approval by the City of Nashua of any Application for Payment.

Upon receipt of notice of termination for cause, 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 termination unless and until receipt of a written notice from the City of Nashua to resume performance.

In the event of a termination for cause, 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 or make sufficient progress on the 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, if necessary, make an adjustment in the compensation paid to Service Provider such that Service Provider receives total compensation in the same amount as it would have received in the event of a termination-at-will.

**C. GENERAL PROVISIONS FOR TERMINATION.** Upon termination of the contract, the City of Nashua may take over the work and prosecute it to completion by agreement with another party or otherwise. Upon termination of the contract or 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 within 30 days, the parties may request that the dispute be submitted to the Board of Public Works for resolution. If the parties are dissatisfied with the decision of the Board of Public Works, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

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 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 on General Liability, and Auto Liability policies.** 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 03060-2019

- 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. Said rights and remedies to be had or exercised in accordance with section 25, hereof.

**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 claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

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)*

\_\_\_\_\_  
*Casella Recycling, LLC (signature)*

\_\_\_\_\_  
*James Donchess, Mayor*  
*(Printed Name and Title)*

\_\_\_\_\_  
*(Printed Name and Title)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*



# City of Nashua

Central Purchasing

229 Main Street

Nashua NH 03060

603-589-3330 Fax: 603-589-3344

January 27, 2016

## REQUEST FOR PROPOSALS:

### **SINGLE STREAM RECYCLABLE MATERIAL PROCESSING RFP1058-022616**

The City of Nashua, Division of Public Works, Solid Waste Department, is seeking proposals from qualified firms for transporting and processing single stream recyclables from the Four Hills Landfill / Nashua Recycling Center. The following services shall be included: providing the necessary 100-yard trailers at the Nashua Recycling Center, transporting materials to the vendor's Single Stream Materials Reprocessing Facility (MRF), and sorting, preparing and marketing the materials.

## INSTRUCTIONS TO VENDORS:

Proposals must be delivered, **in duplicate (one (1) original and one (1) photocopy of the same pages)**, in sealed envelope(s) or package(s), to the Central Purchasing Office, 229 Main Street, Lower Level, Nashua NH 03060 prior to **3:00 pm** prior on **Friday, February 26, 2016**. Proposals must be marked "**RFP1058-022616**" **Single Stream Recyclable Material Processing**" and submitted in the format provided, addressing all items listed in the proposal specifications. Postmarks or other timestamps will not be accepted in lieu of actual delivery. The firm can use whatever delivery mechanism it chooses as long as it remains clear that the firm is responsible for submissions prior to the date and time. Further details are available on the City's web site, [www.nashuanh.gov](http://www.nashuanh.gov), under Citizens Favorites, Current Bid Opportunities, and document **RFP1058-022616**. Bids will be opened in public on the due date and time. Results of the bid opening will be posted on the City's web site, under Bid Results, within twenty-four (24) hours of the opening.

All proposals are binding **until the approval of the FY 2017 budget**, or until the effective date of any resulting contract, whichever is later.

The City of Nashua may reject any or all of the proposals on any basis and without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful participant against the City of Nashua.

The City of Nashua assumes no liability for the payment of costs and expenses incurred by any bidder in responding to this request for proposals. All proposals become the sole property of the City of Nashua. This request for proposals is not a contract and alone shall not be interpreted as such but rather serves as an instrument through which proposals are solicited.

The successful 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  
**City of Nashua Additional Insured**
  
- Motor Vehicle Liability: **\*Coverage must include all owned, non-owned and hired vehicles.**  
\$1,000,000 Combined Single Limit  
**City of Nashua Additional Insured**
  
- Workers' Compensation Coverage according to Statute of the State of New Hampshire:  
\$100,000 / \$500,000 / \$100,000

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.

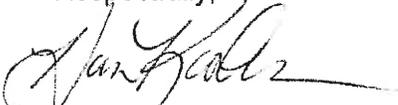
**A sample of the City's contract is provided.** Final terms and conditions will be negotiated between the City and the selected vendor prior to the time of award.

The City of Nashua reserves the right to discontinue the selection process at any time. All contracts and awards are subject to funding approval. There will be no reimbursement to any candidate if selection is terminated.

Pursuant to NRO 5-78(F), the purchasing manager shall not solicit a proposal from a contractor who is in default on the payment of taxes, licenses or other monies due the city. Therefore, this proposal request is void as to anyone who is in default on said payments.

Questions or coordination of site visits relating to this request may be directed to Sally Hyland, Recycling Coordinator, via email at [hylands@nashuanh.gov](mailto:hylands@nashuanh.gov).

Respectfully,



Dan Kooken  
Purchasing Manager  
City of Nashua  
[kookend@nashuanh.gov](mailto:kookend@nashuanh.gov)

**REQUEST FOR PROPOSALS RFP1058-022616**

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**REQUIRED FORMS:**

**ATTACHMENTS A and B**

REQUEST FOR PROPOSALS RFP1058-022616

DIVISION OF PUBLIC WORKS SOLID WASTE DEPARTMENT  
CITY OF NASHUA NH

SINGLE STREAM RECYCLABLE MATERIALS PROCESSING

The Division of Public Works, Solid Waste Department seeks proposals for transporting and processing single stream recyclable materials collected from the City of Nashua's recycling program. The following services shall be included: providing the necessary 100-yard trailers (quantities as determined by the Division of Public Works) at the Nashua Recycling Center and transporting materials to the vendor's Single Stream Materials Reprocessing Facility (MRF), and sorting, preparing and marketing the materials.

**1. INSTRUCTIONS**

The specifications herein describe the **minimum** acceptable features and performance requirements for providing this service. Vendors shall own and / or operate the processing facility where recyclables from Nashua will be handled.

Vendors are to have thoroughly read and understood these specifications prior to proposal submission.

Vendors are required to submit proposals on the Forms provided. A summary of the vendor's proposal shall be submitted in Attachment A, "**PROPOSAL SUMMARY.**"

Any deviation from the specifications, as listed by the City in this RFP, should be highlighted and explained in the **PROPOSAL SUMMARY.**

Contracts are subject to funding approval. All proposals are binding for ninety (90) days following the deadline for submission of proposals, or until the effective date of any resulting contract, whichever is later.

**2. DEFINITIONS**

The following words and terms shall, for all purposes of this Proposal, have the following meanings, unless the context clearly indicates a different meaning or intent:

"Acceptable Material" means recyclable materials collected by the City, including but not limited to those materials listed herein under section 5.(a) Operation.

"Agreement" means the contract between the successful vendor and the City of Nashua.

"Annual Tonnage" means the tons of Acceptable Waste from the City picked up, hauled and processed each service year by the successful vendor.

"City" means the City of Nashua, New Hampshire.

"Effective Date" means the date the contract is to begin (Tentatively July 1, 2016).

"Facility" means the material recovery facility equipped, owned or leased, operated and maintained by the vendor, including all associated real property, equipment and appurtenances thereto.

"Holiday" means the following annual days, as observed: New Year's Day, Martin Luther King Civil Rights Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas.

"MRF" means Materials Recycling Facility.

"Processing Fee" means any fee paid by the City to the successful vendor for the cost of processing and recycling Acceptable Materials.

"Service Year" means a twelve (12) month period, beginning on the first day of the month of July of a calendar year and extending through the last day of June of the next calendar year (or a lesser time pro rata in the event of termination prior to the conclusion of a full year of service), during which hauling and processing of Acceptable Materials are provided to the City by the successful vendor. The first "Service Year" shall commence July 1, 2016 and end June 30, 2017.

"State" means the State of New Hampshire.

"Ton" means a short ton of two thousand (2,000) U.S. pounds.

### **3. TERM of AGREEMENT**

The term of the contract will be for One (1) year, commencing on or about July 1, 2016 and terminating on June 30, 2017, with the option to extend the contract annually for a total of up to three years. Each year is subject to annual budget appropriations and the discretion of the City of Nashua.

### **4. BASIS OF AWARD**

A contract will be awarded for the proposal that is most advantageous to the City, with consideration given to the comprehensiveness and feasibility of the proposal, price, references, and the experience, qualifications, and the compliance and legal history of the vendor and any proposed subcontractors. **The City may conduct discussions with responsible vendors prior to selection.** The successful vendor shall begin performance upon receipt of a Notice to Proceed and a valid purchase order from the City.

**The City of Nashua may reject any or all of the proposals on any basis and without disclosure of a reason.** The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful participant against the City of Nashua.

The proposal must be specified **ON THE AMENDMENT FORMS PROVIDED**; use the back of the page, if necessary. Failure to complete the information on the forms may result in dismissal of entire proposal.

#### Attachment A "PROPOSAL COSTS"

Complete the table with the requested information. State any exceptions to the RFP requirements on this form.

#### Attachment B "LIST of REFERENCES"

The vendor shall list five (5) references from communities similar in size and program description to the City of Nashua, where the vendor has at least one-year's experience with handling the recyclables for each community. Include the name, title and phone number for the contact person.

### **5. SCOPE OF SERVICES**

The successful vendor shall be responsible for all aspects of providing the requested service: the pickup and hauling of single stream recyclables from the Four Hills Landfill / Nashua Recycling Center; the processing, marketing and shipping of recyclables; the disposal of any residue; the maintenance of records and provision of documents and reports to the City; and the care and maintenance of equipment furnished for this program and any other associated items. Upon acceptance of recyclables, the successful vendor shall be responsible for all handling of said materials.

## 5. a. Operation

The successful vendor must accept all recyclables that are delivered during the term of its contract. The vendor shall provide to the City a list of materials and grades currently accepted at the vendor facility, and any minimum quality specifications, including allowable contamination limits. The vendor shall also provide a description of unacceptable materials and shall be responsible for inspecting designated recyclables upon delivery. Once said recyclables are accepted, they shall be the property and sole responsibility of the successful vendor.

If materials are rejected or downgraded by the successful vendor, the City must be notified as to why, by the next business day following the day the rejection or downgrade occurred. Digital photographs of the rejected or downgraded materials shall accompany this notification. The City must be provided with an opportunity for on-site inspection of materials in question.

If the successful vendor fails to pick up or accept recyclables because of facility or service failure, without exclusion, even from a force majeure event, the successful vendor shall be responsible for providing alternative recycling services and compensating the City for any additional costs.

Materials currently accepted at the Nashua Recycling Center, and which shall be included in the vendor's proposal, are:

- Single Stream Recyclables:
- Aluminum beverage cans
- Tin / Metal cans
- Clean aluminum foil and trays
- Glass bottles and jars – all colors
- Plastics containers: # 1 through #7
- Newspapers
- Cardboard – corrugated and chipboard
- Magazines / phone books
- Junk Mail
- Mixed Paper / shredded paper

Current annual quantities are in the range of 5000 – 5500 tons of single stream recyclables.

Quantities of acceptable materials do fluctuate and shall not be construed as warranties or guarantees of the quantity of recyclables that will actually be provided by the City of Nashua.

Materials shall be transported from the Nashua Recycling Center by the successful vendor's staff or contractor and equipment; Solid Waste Department equipment and staff shall be available for live loading the vendor's trucks. The pickup schedule shall be sufficient to keep the storage area for single stream recycling reasonably clear.

During the term of the Agreement between the successful vendor and the City, or any extension thereof, Nashua may expand the definition of Acceptable Materials to include additional household recyclable materials which are mandated to be recycled by any state or federal agency or which are agreed to by the successful vendor and the City.

## 5. b. Transportation

The successful vendor shall provide transportation of recyclable materials directly from the Nashua Recycling Center to the MRF, utilizing vendor-supplied trucks and drivers to deliver materials to the vendor's MRF. Pickup and hauling of loads of material by the vendor at the Nashua Recycling Center shall be during the hours of **8:00 am and 3:30 pm, Monday through Friday**, and loading must be completed by **3:30 pm**.

Rain and ordinary snow accumulations shall not be grounds for the cancellation or delay of pickup or delivery unless both the vendor and the City agree that travel should not occur for safety or health reasons.

The City shall have the right of access to all portions of the facility at all reasonable times, for purposes of inspection, monitoring and conducting tours. The City's rights of access shall be conditioned upon compliance with reasonable safety rules and regulations of the facility.

**5. c. Equipment**

The successful vendor shall provide and maintain sufficient equipment, in good working condition, to enable proper servicing of this agreement.

**5. d. Processing Facility**

The vendor shall provide a description of the processing facility, including the type of equipment used and a process flow diagram. Please indicate the number of years of operation, capacity, hours of operation and any scheduled shutdowns. A tour of the facility for City officials will be arranged at a mutually convenient time, if possible within two weeks of submittal of the Proposal.

**5. e. Marketing Materials**

At the request of the City, the successful vendor must be prepared to identify all processing facilities, secondary haulers, and markets it intends to use for recycling the materials. This information will be kept confidential upon request. The successful vendor must also minimize the amount of material entering the processing facility that is disposed of as unrecyclable residue. **This amount must not exceed 10% on an annual basis.**

If, at any time during the life of the contract, there is a change in the processing and / or marketing facility used, the successful vendor shall request the City's approval for such a termination, amendment or replacement (60) calendar days prior to the effective date of such termination, amendment and / or replacement and shall provide the City with the name, address and phone number of the new Processor's office, the name of an individual responsible for the processing operation, the site of storage and / or processing of the recyclable material, and the names and addresses of the processor's secondary haulers and end markets.

Properly prepared materials MUST be marketed to end users that will recycle. Materials cannot be landfilled or incinerated, except within the allowable residue limit.

**5. f. Reporting Requirements**

**5. f.1. Scale Weights**

The successful vendor must agree to accept the scale receipts of the Four Hills Landfill as the official measure of weight. One ton weighs two thousand pounds.

**5. f.2. Records and Reports**

The successful vendor shall provide the City with a monthly activity statement and any supporting documentation requested, of all recyclables tonnage accepted, and a statement of account for revenue / costs. These monthly statements shall be provided to the City by the end of the second week of each month for the previous month. A report shall be provided to the City by **February 1 annually**, detailing the previous service year's activities.

**6. RECORDS and ACCESS**

The successful vendor shall maintain record of amounts of acceptable materials delivered from the City. The successful vendor shall maintain books and records in accordance with generally accepted accounting principles and practices. The successful vendor shall make available to the City all books and records necessary to verify the amount of material delivered by the City.

**7. FEES and PAYMENTS and REVENUE SHARING**

A revenue sharing agreement for all materials shall be included to offset processing fees or be paid to the City.

The successful vendor shall render to the City a monthly statement with all necessary reasonable supporting documentation and calculations.

**8. CITY of NASHUA CONTRACT**

A sample of the City's standard contract is attached.

**9. CONTACT**

City of Nashua  
Division of Public Works, Solid Waste Department  
840 West Hollis Street  
Nashua NH 03062  
ATTN: Sally Hyland, Recycling Coordinator  
[hylands@nashuanh.gov](mailto:hylands@nashuanh.gov)

<b><u>REQUIRED FORMS</u></b>	<b><u>RFP1058-022616</u></b>
<b>ATTACHMENT A</b>	<b>Proposal Costs</b>
<b>ATTACHMENT B</b>	<b>Vendor References</b>

REQUEST FOR PROPOSALS RFP1058-022616

DIVISION OF PUBLIC WORKS SOLID WASTE DEPARTMENT  
CITY OF NASHUA NEW HAMPSHIRE

ATTACHMENT A – PROPOSAL COSTS

<p><b>PROCESSING COST per ton</b> (estimated annual tonnage: 5000 – 5500 tons)</p>	<p>_____ / ton</p>
<p><b>TRANSPORTATION COST per load</b> (estimated annual # loads: 333)</p>	<p>_____ / load</p>
<p><b>Name of Hauling company, if different from vendor</b></p>	<p>_____</p>
<p><b>Formula that would reduce Processing Costs or produce revenue</b>  (List indexes used to calculate recycling costs)</p>	

Vendor Name & Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

\_\_\_\_\_  
 (Authorized Signature) (Date)

\_\_\_\_\_  
 (Printed/Typed Name & Title)

REQUEST FOR PROPOSALS RFP1058-022616

DIVISION OF PUBLIC WORKS SOLID WASTE DEPARTMENT  
CITY OF NASHUA NEW HAMPSHIRE

ATTACHMENT B – VENDOR REFERENCES

List five (5) references from communities similar in size and program description to the City of Nashua, where the Vendor has at least one-year's experience with handling the single stream recyclables for each community. Include the name, title and phone number for the contact. Provide two (2) letters from communities relative to vendor's performance under their contract. Please TYPE or PRINT.

<u>COMMUNITY</u>	<u>POPULATION</u>	<u>CONTACT PERSON</u>	<u>PHONE</u>
1.			
2.			
3.			
4.			
5.			

Vendor Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ e-mail: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature) (Date)

\_\_\_\_\_  
(Printed/Typed Name & Title)

24 Bunker Hill Industrial Park  
Charlestown, MA 02129



*Danielle Greenberg*  
Nashua Purchasing Agent II  
229 Main Street  
Nashua, NH 03060

RE; RFP1058-022616 - Single Stream Recyclable Material Processing

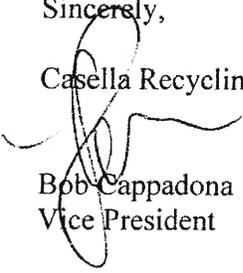
Dear Ms. Greenberg;

Casella Recycling, LLC ("Casella") is pleased to provide the City of Nashua, NH with this proposal for single stream recycling services in response to the Request for Proposal ("RFP") issued on January 27, 2016. We are the recycling subsidiary of Casella Waste System, INC., a publicly-traded company on the NASDAQ under "CWST". Our outstanding qualifications and experience for successfully carrying out the terms of the proposed are well documented, having been the City's recycling vendor for the last three years.

We look forward to continuing our work with the City and want to thank you for this opportunity to submit our proposal.

Sincerely,

Casella Recycling, LLC



Bob Cappadona  
Vice President

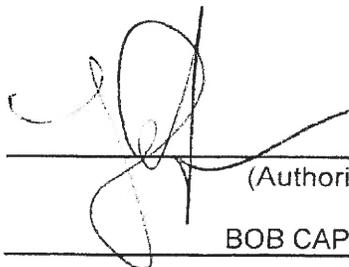
REQUEST FOR PROPOSALS RFP1058-022616

DIVISION OF PUBLIC WORKS SOLID WASTE DEPARTMENT  
CITY OF NASHUA NEW HAMPSHIRE

ATTACHMENT A - PROPOSAL COSTS

<p>PROCESSING COST per ton (estimated annual tonnage: 5000 - 5500 tons)</p>	<p style="text-align: center;">\$60.00 /ton</p>
<p>TRANSPORTATION COST per load (estimated annual # loads: 333)</p>	<p style="text-align: center;">\$225.00 /load</p>
<p>Name of Hauling company, if different from vendor</p>	<p style="text-align: center;">CASELLA RECYCLING, LLC</p>
<p>Formula that would reduce Processing Costs or produce revenue  (List indexes used to calculate recycling costs)</p>	<p>CASELLA ACR (AVERAGE COMMODITY REVENUE) LESS \$60.00 WITH 50/50 REVENUE SHARE, OR DOLLAR FOR DOLLAR CHARGE WHEN THE ACR IS UNDER THE PROCESSING COSTS.</p> <p>ACR FOR FEBRUARY IS \$37.90</p> <p>\$37.90 LESS \$60.00 EQUALS A \$22.10 PER TON CHARGE FOR SINGLE STREAM MATERIAL</p>

Vendor Name & Address: CASELLA RECYCLING, LLC  
24 BUNKER HILL INDUSTRIAL PARK  
CHARLESTOWN, MA 02129  
PHONE: 978.817.3333  
FAX: 617.241.3806  
EMAIL: BOB.CAPPADONA@CASELLA.COM



(Authorized Signature)

BOB CAPPADONA, VICE PRESIDENT, CASELLA RECYCLING, LLC

(Printed/Typed Name & Title)

2/23/16  
\_\_\_\_\_  
(Date)

REQUEST FOR PROPOSALS RFP1058-022616

DIVISION OF PUBLIC WORKS SOLID WASTE DEPARTMENT  
CITY OF NASHUA NEW HAMPSHIRE

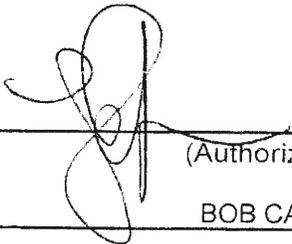
ATTACHMENT B--VENDOR REFERENCES

List five (5) references from communities similar in size and program description to the City of Nashua, where the Vendor has at least one-year's experience with handling the single stream recyclables for each community. Include the name, title and phone number for the contact. Provide two (2) letters from communities relative to vendor's performance under their contract. Please TYPE or PRINT

<u>COMMUNITY</u>	<u>POPULATION</u>	<u>CONTACT PERSON</u>	<u>PHONE</u>
WORCESTER	186,016	MR. BOB FIORI (ASST. COMM, DPW)	617.349.4866
BOSTON	655,884	MR. ROB DEROSA (DPW)	617.635.3153
FALL RIVER	88,712	MR. KEN PACHECO (DPW - DIRECTOR)	508.324.2585
SOMMERVILLE	78,901	MR. JOSEPH CURTATONE (MAYOR)	617.666.3311
CAMBRIDGE	109,694	MS. RANDI MAIL (RECYCLING CORD.)	508.799.1430

Vendor Name & Address:

CASELLARECYCLING,LLC  
24 BUNKERHILL INDUSTRIAL PARK  
CHARLESTOWN, MA 02129  
PHONE; 978.817.3333  
FAX; 617.241.3806  
EMAIL; BOB.CAPPADONA@CASELLA.COM



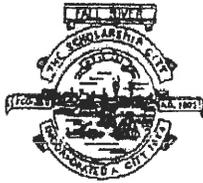
(Authorized Signature)

2/23/16

(Date)

BOB CAPPADONA, VICE PRESIDENT CASELLA RECYCLING, LLC

(Printed/Typed Name & Title)



**City of Fall River  
Massachusetts**  
Department of Community Maintenance  
CEMETERIES • MUNICIPAL BUILDINGS • PARKS • SANITATION •  
STREETS & HIGHWAYS • TRAFFIC & PARKING • VEHICLES

**WILLIAM A. FLANAGAN**  
*Mayor*

**KENNETH C. PACHECO**  
**Director**

April 23, 2013

RE: Casella Recycling, LLC  
24 Bunker Hill Park  
Charlestown, MA 02129

To whom it may concern:

The City of Fall River began its relationship with Casella Recycling, LLC in 2008 at the onset of the City's Single Stream Recycling Program. Casella has proven to be a highly qualified mentor in helping the City develop its single stream recycling program and increase its recycling efforts. Casella has negotiated two (2) contracts with the City of Fall River to date (2009-2011 and 2011-2013). Contract terms include all hauling and processing of the recyclables that the City of Fall River collects from its Automated Recycling Curbside Cart Program. Negotiations are always amicable with Casella demonstrating a concern for how they can implement procedures and practices that would benefit all parties fairly. Most recently Casella has saved the City \$50,000.00 in transportation costs to its Auburn, MA Material Recovery Facility.

Over the course of time the City has been faced with some unforeseen circumstances and Casella has been instrumental in creating viable solutions to our issues. Communication is excellent and service top notch. Casella has welcomed City representatives, local school groups and city-related vendors to tour their facility providing an experience and education that is highly resourceful to our community. Time is valuable and Casella is always willing to share this commodity with enthusiasm. Casella exhibits commitment to improving communities and protecting resources which reflects in their service and desire to assist the City of Fall River in its accomplishment of increasing recycling collection from an average of 180 tons per month to as high as 490 tons per month.

I welcome the opportunity to elaborate on the relationship between the City of Fall River Massachusetts and Casella Recycling, LLC. The experience has been positive and beneficial with assisting the City in meeting its responsibilities to the community. Feel free to contact me at (508)324-2585 or [kpacheco@fallriverma.org](mailto:kpacheco@fallriverma.org) with any questions or concerns.

Respectfully,

Kenneth C. Pacheco, Director

**DEPARTMENT OF PUBLIC WORKS AND PARKS**

20 East Worcester Street  
Worcester, Massachusetts 01604

**Robert L. Moylan, Jr., P.E.**  
Commissioner

508-929-1300  
508-799-1448 Fax



Michael V. O'Brien, City Manager

Assistant Commissioners  
Robert C. Antonelli, Jr., Parks  
Daniel Curtis, Administration  
Matthew J. Labovites, Operations  
Paul J. Moosey, P.E., Engineering

April 18, 2013

**RE: CASELLA WASTE SYSTEMS – RECYCLING & PROCESSING SERVICES  
FOR THE CITY OF WORCESTER, MA.**

To Whom It May Concern:

The City of Worcester is the second largest city in New England and has a population of over 182,000 residents. Worcester began a Pay-As-You-Throw solid waste collection and curbside recycling program in 1993 that serves over 52,000 households each week and has an average curbside recycling collection rate of over 32%.

In July 1, 2008, the City of Worcester chose Casella Waste Systems for a curbside recycling collection and single-stream processing contract. Casella collects from over 52,000 households and drives over 500 miles of City streets every week, collects from multiple municipal department buildings and fire stations and also provides roll-off recycling containers at a City drop-off recycling center.

Our experience with Casella has been excellent. The recycling collection vehicles are always clean and well kept. The drivers/collectors are neat in appearance and polite and the collection routes are finished on time. The supervisors are hands on and management is always responsive to inquiries.

Casella's Material Recovery Facility (MRF) in Auburn, MA has enabled Worcester to be one of the first communities to offer single-stream recycling collection. Residents find single-stream recycling an easy and convenient way to recycle and there has been an increase in recycling because of this. We also use the MRF as an educational tool and are encouraged to arrange for tours of the facility by the City Schools and other organizations.

I can be reached at 508-799-1430 or at [fioren@worcesterma.gov](mailto:fioren@worcesterma.gov) for any questions concerning the City of Worcester's experience with Casella Waste Systems.

Sincerely,

A handwritten signature in black ink that reads "Robert J. Fiore".

**ROBERT J. FIORE.**  
Assistant to the Commissioner  
of Public Works & Parks



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

May 26, 2016  
Memo #16-141

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR RENEWAL OF USDA WILDLIFE MANAGEMENT SERVICE AGREEMENT (VALUE: NOT TO EXCEED \$67,696)  
DEPARTMENT: 168 SOLID WASTE; FUND: SOLID WASTE  
ACCOUNT CLASSIFICATION: 53 PROFESSIONAL & TECHNICAL SERVICES

Please see attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated May 26, 2016 for the information related to this purchase.

Pursuant to **§ 5-84 Special Purchase Procedures A**. The competitive bidding process shall not apply to the following special purchases. (8) Purchases under intergovernmental agreements or contracts which require use of procurement procedures in consistent with the provisions of this section.

This expense is a FY17 budgeted item. A copy of Agreement #1672332545RA with supporting work plan (Attachment A) is attached for your review.

The Solid Waste Department Superintendent, Board of Public Works (May 26, 2016) and the Purchasing Department recommend the renewal of this contract in an amount not to exceed **\$67,696** between the City of Nashua and **USDA Wildlife Services**.

Respectfully,

*Dan Kookan*  
Purchasing Manager

Cc: J Lafleur L Fauteux

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: May 26, 2016

From: Jeff Lafleur, Superintendent  
Solid Waste Department

Re: USDA Wildlife Management Service Agreement Renewal

**B. Motion:** To approve the renewal of the Cooperative Service Agreement between the City of Nashua and the USDA Wildlife Management Service for FY17 pending budget approval. This service agreement covers the integrated gull management program at the Four Hills Landfill and is not to exceed \$67,696.46. Funding for this agreement is through Department: 168 Solid Waste; Fund: Solid Waste; Account Classification 53 Professional & Technical Services.

**Attachment:** Cooperative Service Agreement between the City of Nashua, Four Hills Landfill and the United States Department of Agriculture, Animal and Plant Inspection Service (APHIS) Wildlife Services.

**Discussion:** The Cooperative Service Agreement (CSA) between the City of Nashua and the USDA Wildlife Service is a renewal of the ongoing integrated gull management project. Its purpose is to reduce on and off-site conflicts associated with large concentrations of gulls and other birds at the Four Hills Landfill that could potentially affect the surrounding neighborhoods. The CSA covers Wildlife Service activities for the period of July 1, 2016 through June 30, 2017.

Through this agreement trained personnel are assigned to the Four Hills Landfill Monday through Friday to control gull populations utilizing standardized harassment techniques. All necessary permitting and reporting is coordinated with the USDA.

Please see the attached copy of the Cooperative Service Agreement for further details.

This expense is a budgeted item and is subject to approval of the FY 2017 budget.

**COOPERATIVE SERVICE AGREEMENT**  
between  
**THE CITY OF NASHUA (CITY)**  
**FOUR HILLS LANDFILL**  
and  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1**

The purpose of this Cooperative Service Agreement is to continue an integrated wildlife management and monitoring project on the Four Hills Landfill, Nashua, New Hampshire that will reduce on and off-site conflicts associated with large concentrations of gulls, starlings and woodchucks using the landfill. WS activities are described in the attached Work and Financial Plans.

**ARTICLE 2**

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3**

APHIS-WS and the CITY mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

Cooperator: Lisa Fauteux, Director  
Division of Public Works  
9 Riverside Street  
Nashua, NH 03062

APHIS-WS: David Allaben, State Director  
USDA, APHIS, WS  
59 Chenell Drive, Suite 7  
Concord, NH 03301-8548

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be CITY's Superintendent of Solid Waste or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the CITY, and the State Director.
3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

#### ARTICLE 4

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with large concentrations of gulls, starlings and woodchucks attracted to The Four Hills Municipal Landfill Nashua, New Hampshire. These activities are defined in the Work Plan. APHIS WS will be considered an invitee on the lands controlled by the CITY. The CITY will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). APHIS, WS shall bill the CITY quarterly. The CITY will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. The Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS WS the CITY's authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS WS shall be responsible for administration and supervision of the program.

6. All equipment purchased for the program is and will remain the property of APHIS WS.
7. To coordinate with APHIS WS before responding to all media requests.
8. To obtain the appropriate permits for removal activities for herring, great black-backed, ring-billed gulls and turkey vultures and list USDA, APHIS, Wildlife Services as a sub-permittee.
9. To provide training to Landfill staff to conduct bird harassment activities on weekends and Federal Holidays to effectively keep birds from using the landfill when Wildlife Services personnel are not present at the landfill.
10. To provide storage space in a secure building for a locked gun cabinet supplied by WS for storage of firearms and pyrotechnics when these devices are not in active use. WS is required to store guns overnight in a locked gun safe (WS Directive 2.615).
11. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperater for use solely on this project. All other equipment purchased for the program is and will remain the property of APHIS WS.
12. To provide an indoor working space to complete necessary paperwork.

## ARTICLE 5

### APHIS WS Agrees:

1. To conduct activities at the Four Hills Landfill and adjacent condominiums as described in the Work and Financial Plans.
2. Designate to the CITY the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill the CITY for costs incurred by APHIS WS during the performance of services agreed upon and specified in the Work Plan. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and the CITY shall have the right to inspect and audit such records.
4. To coordinate with the CITY before responding to all media requests.

## ARTICLE 6

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.

## ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

## ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

## ARTICLE 9

Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

## ARTICLE 10

The CITY certifies that APHIS WS has advised the CITY that there may be private sector service providers available to provide wildlife management services that the CITY is seeking from APHIS WS.

## ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.



## ATTACHMENT A WORK PLAN

For the Conduct of an Integrated Wildlife Harassment and Monitoring Project  
under a Cooperative Service Agreement between The City of Nashua and USDA,  
APHIS, Wildlife Services (WS)

### Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

### Purpose

To reduce on and off-site conflicts associated with large concentrations of gulls, turkey vultures, starlings and woodchucks attracted to the Four Hills Municipal Landfill, Nashua, New Hampshire through the conduct of an integrated wildlife harassment and monitoring project.

### Planned USDA, APHIS, Wildlife Services Activities

1. Wildlife Services will staff the integrated bird damage management and monitoring program five working days (8-9 hours) from July 1, 2016 through June 30, 2017 (52 consecutive weeks) except government holidays, mandatory scheduled training days and under extreme weather conditions .
2. Wildlife Services completed an Environmental Assessment (EA) "*Reducing Bird Damage Through an Integrated Wildlife Damage Management Program in the State of New Hampshire*".

3. Wildlife Services will provide bird harassment training as required of landfill personnel.
4. Wildlife Services will assist the City in obtaining a USFWS depredation permit for 2016-2017. Wildlife Services will assume responsibility for processing the USFWS permit application for the City's signature.
5. Wildlife Services will continue monitoring efforts of wildlife activity and presence at the nearby Ledgewood Hills condominiums and other surrounding areas deemed to be of concern to the City and impacted by gulls, starlings or other birds associated with Four Hills Landfill activities to assess the effectiveness of the integrated gull harassment program. Wildlife Services will also conduct harassment activities at the Ledgewood Hills condominiums and other identified nearby properties as necessary and agreed upon, to reduce gull activity and associated damage to property.
6. Wildlife Services will conduct woodchuck control activities on landfill property to reduce burrowing activity and potential damage to landfill property as requested.
7. Wildlife Services will provide the City and other interested parties a summary report including recommendations of integrated harassment activities.

Effective Dates

The cooperative agreement shall become effective on July 1, 2016, and shall expire on June 30, 2017.





# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

May 26, 2016  
Memo #16-142

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

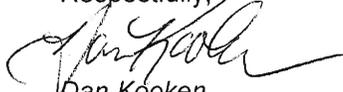
SUBJECT: TO APPROVE A PROFESSIONAL SERVICES CONTRACT WITH SANBORN, HEAD &  
ASSOCIATES, INC FOR GAS COLLECTION AND CONTROL SERVICES (VALUE:  
\$45,000)  
DEPARTMENT: 168 SOLID WASTE; FUND: SOLID WASTE  
ACCOUNT CLASSIFICATION: 81 CAPITAL IMPROVEMENTS

Please see attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated May 26, 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 Solid Waste Department Superintendent, Board of Public Works (May 26, 2016) and the Purchasing Department recommend the award of this contract in an amount of **\$45,000** to **Sanborn, Head & Associates, Inc. of Concord, NH**.

Respectfully,

  
Dan Kookan  
Purchasing Manager

Cc: J Lafleur L Fauteux

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: May 26, 2016  
From: Jeff Lafleur, Superintendent of Solid Waste  
Re: Additional Gas Collection and Control Services (GCCS) by Sanborn, Head & Associates, Inc. (SHA).

**A. Motion:** To approve a professional services contract with Sanborn, Head & Associates, Inc. (SHA) of Concord, NH to provide the Solid Waste Department with assessment, design and bid and construction services for the landfill's Gas Collection and Control System in the amount of \$45,000.00. Funding for this contract is through Department 168 Solid Waste; Fund: Solid Waste; Account Classification: 81 Capital Improvements.

**Attachments:** 1. Scope of Services  
2. Summary of Fee

**Discussion:** Sanborn, Head & Associates, Inc. (SHA) has been asked to provide the Solid Waste Department with the following services for the landfill's Gas Collection and Control System (GCCS) through the end of FY16 and continuing into FY17:

- Landfill Phases I and II GCCS Assessment
- Dewatering System Conceptual Design
- GCCS Expansion in Phase II, Stage II Design
- Bid and Construction Phase Services

Each of these items is outlined in the attached Scope of Services provided by SHA.

SHA is the Solid Waste Department's general engineering services provider and also provides the department with landfill gas monitoring services making them uniquely qualified to provide the requested services.

Mr. Jeff Lafleur  
Superintendent  
Nashua Division of Public Works, Solid Waste Department  
840 West Hollis Street  
Nashua, NH 03062

April 21, 2016  
File No. 3066.06

Sent via email

Re: Additional GCCS Related Services  
City of Nashua Four Hills Landfill  
Nashua, New Hampshire

Dear Jeff:

Sanborn, Head & Associates, Inc. (Sanborn Head) appreciates the opportunity to revise our proposed scope of engineering services to the City of Nashua (City) relative to the Four Hills Landfill. The scope of services presented herein is based on communication with the City regarding additional gas collection and control system (GCCS) related services to be completed by Sanborn Head for the City during FY 2016 and FY 2017.

## SCOPE OF SERVICES

### Task 1 Phases I and II GCCS Assessment

For this task, Sanborn Head will perform an assessment of the condition and operation of the GCCS in the closed, unlined landfill as well as Phases I and II of the active, lined landfill. The assessment will include the following:

- Using *LFGMS*, Sanborn Head will review recent wellfield data collected by the City;
- Schedule a two-day site visit to meet with City personnel to better understand current on-site GCCS monitoring practices and procedures. As part of the site visit, we would perform:
  - A visual inspection of GCCS components (e.g., wellheads/ports, boot seals, lateral/vacuum lines, etc.);
  - A landfill cover integrity assessment;
  - Gas well monitoring/data collection as necessary after initial wellfield data review; and
  - GCCS and landfill cover surface emissions monitoring at locations identified during wellfield data review and site visit;
- Review data collected during the site visit; and
- Prepare a GCCS assessment report. The report will summarize our findings and present our recommendations for corrective actions to improve wellfield performance.

## **Task 2 Dewatering System Conceptual Design**

For Task 2, Sanborn Head will prepare a conceptual design and an opinion of cost for removing liquid from LFG extraction wells in the closed, unlined landfill as well as Phases I and II of the active, lined landfill. We understand that the City will be providing liquid level measurements from the existing LFG wells for our review. We envision that the liquid removal system will be composed of a series of submersible, air-powered pumps installed in the wells and connected to force main pipes that discharge to leachate collection system (LCS) risers along the perimeter of the lined landfill. Considering the number of wells (some of which may be replaced or extended as the active landfill is filled) and the potential volume of liquid to be removed, a manifold system with quick disconnects will be designed to provide compressed air to the pumps and connections to a drain for the pump discharge. The design will include a dedicated pump for each well.

As part of this task, Sanborn Head will evaluate the existing air compressor located at the Landfill Gas-to-Energy (LFGTE) facility to assess its potential in supporting the dewatering system. The evaluation will include the air compressor and air drier (needed to limit potential for freezing of the distribution lines), and power requirements for the electrical equipment.

The conceptual design of the dewatering system will be presented on engineering drawings provided electronically to the City. The engineering drawings will illustrate the air compressor and drier layout, the manifold systems for the compressed air and liquid discharge lines, and details that depict the pipe installation and connection details. In addition, the design will include modifications to the LCS risers and to the well risers to accommodate the following components: (i) LFG control wellhead; (ii) liquid removal pump; and (iii) pneumatic liquid head monitor. The pneumatic liquid head monitor provides a means to measure the head of liquid in the extraction well without disabling the extraction or pumping system. Technical specifications for materials and equipment will be presented on the engineering drawings, and an opinion of cost based on the conceptual design will be provided to the City.

We propose a conference call with the City as part of this task to discuss the design of the dewatering system, opinion of cost, and steps for moving forward should the City elect to proceed.

## **Task 3 GCCS Expansion in Phase II, Stage II**

Under this task, Sanborn Head will work with the City to design the next expansion to the GCCS in Phase II, Stage II of the active landfill. We understand, based on discussions with you, that the design is likely to include six new LFG collection trenches, one surface LFG collection trench, and associated lateral conveyance piping and connections to the existing GCCS. We anticipate our services to include the preparation of construction-level drawings, technical specifications, bid item definitions, an opinion of cost for the project, and a New Hampshire Department of Environmental Services (NHDES) Type II Permit Modification application form with a narrative describing the proposed construction. The drawings will be signed and sealed by a professional engineer licensed in the State of New

Hampshire. The documents will be provided to the City in Adobe Acrobat (i.e., \*.pdf) format.

#### **Task 4 Bid and Construction Phase Services**

Sanborn Head understands that the City will prepare and issue bid documents for the project. However, during the bidding process, a Sanborn Head representative will prepare for and attend the pre-bid meeting. We understand that the City will prepare the meeting minutes. Sanborn Head will also assist the City in addressing written questions from the bidders.

Prior to initiating construction, a Sanborn Head representative will prepare for and attend the pre-construction meeting. We understand that the City will prepare the meeting minutes. During construction, Sanborn Head will provide limited observation services (i.e., observations limited to installation of critical components) and engineering support services during construction of the GCCS Expansion in Phase II, Stage II. We anticipate our services to include the following:

- Reviewing Contractor's submittals and answer questions regarding design intent, materials, and material testing;
- Observing the Contractor's work to evaluate it for conformance with the construction documents;
- Addressing Contractor's questions; and
- Documenting the progress of the Contractor's work through Daily Field Reports.

Sanborn Head will provide a representative to observe and document the installation of critical GCCS components for conformance with the drawings and technical specifications and prepare the required field logs. In addition, Sanborn Head's representative will observe pipe pressure testing, HDPE pipe welds, pipe connections into the existing system, and final well connections, performed by the Contractor.

It is our understanding that the City will observe and document the installation of the surface collectors, and the header and lateral pipe trenching. The as-built survey of completed features will be performed by others and will be provided to Sanborn Head in an electronic format (i.e., dwg).

For budgeting purposes, we assume that the construction observation will be completed over seven (14) days, and that our representative will be on-site part time (80 hours total) during this period. Our observations will be limited to installation of critical components.

Following the completion of the construction, and as required by the NHDES, we will prepare a report that documents the construction work performed. The report will address the construction activities observed, test results, and variations in construction relative to the drawings and specifications, if any. The report also will include record drawings, photographs, and field test data. The statements presented in the report will be limited to the extent of our observations and our review of submittals and test results. The

report will be signed and sealed by a professional engineer licensed in the State of New Hampshire. Paper copies and an Adobe Acrobat (i.e., \*.pdf) electronic copy of the report will be issued to the City.

### **BUDGET ESTIMATE AND BASIS OF BILLINGS**

The total estimated budget for this proposal is \$45,000 as itemized below:

<b>Task</b>	<b>Task Description</b>	<b>Estimated Budget</b>
1	Phases I and II GCCS Assessment	\$6,000
2	Dewatering System Conceptual Design	\$10,000
3	GCCS Expansion in Phase II, Stage II	\$12,000
4	Construction Observation Services	\$17,000

We will invoice for our services based on actual accrued time and expenses in accordance with the attached Schedule of Fees. We will not perform services beyond those defined herein without first receiving written authorization from the City. Our City-specific Schedule of Fees is enclosed for your information.

### **SCHEDULE**

Sanborn Head is available to begin working on this project following written authorization to proceed from the City.

### **TERMS OF ENGAGEMENT / ACCEPTANCE**

The terms of engagement are described in our Agreement with the City of Nashua, New Hampshire dated July 21, 2011. We understand that acceptance of this scope of services will be provided in a City issued Purchase Order to Sanborn Head for these services.

### **CLOSING**

Thank you for the opportunity to submit this scope of services. We look forward to working with you on this project. Please contact us should you require additional information.

Very truly yours,  
SANBORN, HEAD & ASSOCIATES, INC.

  
Eric S. Steinhauser, P.E., CPESC, CPSWQ  
Senior Project Director

RLC/ESS/DEA/LLD:rlc/lld  
Enclosed: Schedule of Fees



**SANBORN, HEAD & ASSOCIATES, INC.**  
**2015 Schedule of Fees**  
**City of Nashua, NH**

Senior Vice President	\$194
Vice President	\$184
Project Director	\$173
Senior Project Manager	\$148
Project Manager	\$138
Senior Engineer/Geologist	\$120
Project Engineer/Geologist	\$112
Engineer/Geologist	\$102
Supervising Technician	\$92
Senior Engineering Technician	\$83
Engineering Technician	\$77
Support Staff	\$66
Subcontractors and Outside Services	Cost plus 10%
Other Direct Expenses	Cost plus 10%

Hourly rates will be charged for time worked on the project and for the time required for travel between the office and the meeting or project site. Local travel will be at IRS allowed rates.

Overtime hours will be charged using the hourly rates listed above.

Hourly rates for expert witness testimony, including preparation time, and other special services such as corporate acquisition due diligence studies that generally require a dedicated commitment of senior staff, will be provided upon request.

Sanborn, Head & Associates, Inc. reserves the right to revise this Schedule of Fees annually.

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**CONTRACT FOR PROFESSIONAL SERVICES**

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**GAS COLLECTION AND CONTROL SYSTEM SERVICES  
PHASE II  
FOR  
FOUR HILLS LANDFILL**

A CONTRACT BETWEEN

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

AND

**SANBORN HEAD, HEAD & ASSOCIATES  
and its successors, transferees and assignees (together "Professional Engineer")**

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NAME AND TITLE OF PROFESSIONAL ENGINEER

**20 FOUNDRY STREET  
CONCORD, NH 03301**

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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.

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

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

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

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

**Forty-Five Thousand Dollars** **(\$ 45,000.00 )**

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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 of Nashua. 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: Jeff Lafleur, Superintendent - Solid Waste Department**

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

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

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

CITY OF NASHUA REPRESENTATIVE:

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

REPRESENTATIVE:

**Eric S. Steinhauser, P.E., CPESC, CPSWQ  
Sanborn, Head & Associates  
20 Foundry Street  
Concord, NH 03301**

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

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

\_\_\_\_\_  
*City of Nashua, NH (signature)*

\_\_\_\_\_  
*Sanborn, Head & Associates (signature)*

\_\_\_\_\_  
*James Donchess, Mayor  
(Printed Name and Title)*

\_\_\_\_\_  
*(Printed Name and Title)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

**EXHIBIT A  
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## **General Terms and Conditions**

**1. DEFINITIONS.** Unless otherwise required by the context, "Professional Engineer", and its successors, transferees and assignees (together "Professional Engineer") includes any of the Professional Engineer's consultants, sub consultants, contractors, and subcontractors

**2. PROFESSIONAL ENGINEER STATUS 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 of Nashua and Professional Engineer, and nothing in this contract shall create any contractual relationship between the City of Nashua and Professional Engineer's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Professional Engineer is not a City of Nashua employee and that there shall be no:

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

**3. STANDARD OF CARE.** Professional Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Professional Engineer warrants that all work shall be performed with the degree of professional skill, care, diligence, and sound practices and judgment that are normally exercised by recognized professional firms with respect to services of a similar nature. It shall be the duty of Professional Engineer to assure at its own expense that all work is technically sound and in conformance with all applicable federal, state, and local laws, statutes, regulations, ordinances, orders, or other requirements. In addition to all other rights which the City of Nashua may have, Professional Engineer shall, at its own expense and without additional compensation, re-perform work to correct or revise any deficiencies, omissions, or errors in the work or the product of the work or which result from Professional Engineer's failure to perform in accordance with this standard of care. Any approval by the City of Nashua of any products or services furnished or used by Professional Engineer shall not in any way relieve Professional Engineer of the responsibility for professional and technical accuracy and adequacy of its work. City of Nashua review, approval, or acceptance of, or payment for any of Professional Engineer's work under this contract shall not operate as a waiver of any of the City of Nashua's rights or causes of action under this contract, and Professional Engineer shall be and remain liable in accordance with the terms of the contract and applicable law.

Professional Engineer shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by Professional Engineer to perform work under this contract. Approved key personnel shall not be

taken off of the project by Professional Engineer without the prior written approval of the City of Nashua, except in the event of termination of employment. Professional Engineer shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

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

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

When Professional Engineer seeks changes, Professional Engineer shall, before any work commences, estimate their effect on the cost of the contract and on its schedule and notify the City of Nashua in writing of the estimate. The proposal for a change shall provide enough detail, including

personnel hours for each sub-task and cost breakdowns of tasks, for the City of Nashua to be able to adequately analyze the proposal. The City of Nashua will then determine in writing if Professional Engineer should proceed with any or all of the proposed change.

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

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

may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

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

**8. TERMINATION OF CONTRACT**

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

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

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

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

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

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

**B. TERMINATION FOR CAUSE.** This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Professional Engineer in the event of a failure by Professional Engineer to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, 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 of Nashua prior to the effective date of the termination. Professional Engineer may terminate the contract on 10 calendar days written notice if, through no fault of Professional Engineer, the City of Nashua fails to pay Professional Engineer for 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 of Nashua of by reasons of Professional Engineer's failure. Professional Engineer shall not be relieved of liability to the City of Nashua for damages sustained from the failure, and the City of Nashua of Nashua may withhold any payment to the Professional Engineer until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Professional Engineer must be submitted to the City of Nashua within 30 days of the effective date of the notice of termination.

If after termination for the failure of Professional Engineer to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, 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 of Nashua 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 of Nashua of Nashua may take over the work and prosecute it to completion by agreement with another party or otherwise. In the event Professional Engineer shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Professional Engineer assigned to the performance of the contract.

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

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

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

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

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

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

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

insurance. Professional Engineer is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

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

**12. INDEMNIFICATION** Regardless of any coverage provided by any insurance, Professional Engineer agrees to indemnify and 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, 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 Nashua of the necessary funds. This contract shall terminate and the City of Nashua's obligations under it shall be extinguished at the end of any fiscal year in which the City of Nashua fails to appropriate monies for the ensuing fiscal year sufficient for the performance of this contract.

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

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

decides otherwise, the City of Nashua shall pay Professional Engineer in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.

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

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

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

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

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

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

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

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

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

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

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

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

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

pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Professional Engineer shall promptly remit and deliver the materials, at Professional Engineer's expense, to the City of Nashua. Professional Engineer shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Professional Engineer's obligations under this contract without the prior written consent of the City of Nashua.

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

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

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

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

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

upon which the Board of Public Works or other designated official accepts and approves the notice of completion.

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

**25. NON-WAIVER OF TERMS AND CONDITIONS.** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.

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

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

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

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

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

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

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

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

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

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

Mr. Jeff Lafleur  
Superintendent  
Nashua Division of Public Works, Solid Waste Department  
840 West Hollis Street  
Nashua, NH 03062

April 21, 2016  
File No. 3066.06

**Sent via email**

Re: Additional GCCS Related Services  
City of Nashua Four Hills Landfill  
Nashua, New Hampshire

Dear Jeff:

Sanborn, Head & Associates, Inc. (Sanborn Head) appreciates the opportunity to revise our proposed scope of engineering services to the City of Nashua (City) relative to the Four Hills Landfill. The scope of services presented herein is based on communication with the City regarding additional gas collection and control system (GCCS) related services to be completed by Sanborn Head for the City during FY 2016 and FY 2017.

## **SCOPE OF SERVICES**

### **Task 1 Phases I and II GCCS Assessment**

For this task, Sanborn Head will perform an assessment of the condition and operation of the GCCS in the closed, unlined landfill as well as Phases I and II of the active, lined landfill. The assessment will include the following:

- Using *LFGMS*, Sanborn Head will review recent wellfield data collected by the City;
- Schedule a two-day site visit to meet with City personnel to better understand current on-site GCCS monitoring practices and procedures. As part of the site visit, we would perform:
  - A visual inspection of GCCS components (e.g., wellheads/ports, boot seals, lateral/vacuum lines, etc.);
  - A landfill cover integrity assessment;
  - Gas well monitoring/data collection as necessary after initial wellfield data review; and
  - GCCS and landfill cover surface emissions monitoring at locations identified during wellfield data review and site visit;
- Review data collected during the site visit; and
- Prepare a GCCS assessment report. The report will summarize our findings and present our recommendations for corrective actions to improve wellfield performance.

## **Task 2 Dewatering System Conceptual Design**

For Task 2, Sanborn Head will prepare a conceptual design and an opinion of cost for removing liquid from LFG extraction wells in the closed, unlined landfill as well as Phases I and II of the active, lined landfill. We understand that the City will be providing liquid level measurements from the existing LFG wells for our review. We envision that the liquid removal system will be composed of a series of submersible, air-powered pumps installed in the wells and connected to force main pipes that discharge to leachate collection system (LCS) risers along the perimeter of the lined landfill. Considering the number of wells (some of which may be replaced or extended as the active landfill is filled) and the potential volume of liquid to be removed, a manifold system with quick disconnects will be designed to provide compressed air to the pumps and connections to a drain for the pump discharge. The design will include a dedicated pump for each well.

As part of this task, Sanborn Head will evaluate the existing air compressor located at the Landfill Gas-to-Energy (LFGTE) facility to assess its potential in supporting the dewatering system. The evaluation will include the air compressor and air drier (needed to limit potential for freezing of the distribution lines), and power requirements for the electrical equipment.

The conceptual design of the dewatering system will be presented on engineering drawings provided electronically to the City. The engineering drawings will illustrate the air compressor and drier layout, the manifold systems for the compressed air and liquid discharge lines, and details that depict the pipe installation and connection details. In addition, the design will include modifications to the LCS risers and to the well risers to accommodate the following components: (i) LFG control wellhead; (ii) liquid removal pump; and (iii) pneumatic liquid head monitor. The pneumatic liquid head monitor provides a means to measure the head of liquid in the extraction well without disabling the extraction or pumping system. Technical specifications for materials and equipment will be presented on the engineering drawings, and an opinion of cost based on the conceptual design will be provided to the City.

We propose a conference call with the City as part of this task to discuss the design of the dewatering system, opinion of cost, and steps for moving forward should the City elect to proceed.

## **Task 3 GCCS Expansion in Phase II, Stage II**

Under this task, Sanborn Head will work with the City to design the next expansion to the GCCS in Phase II, Stage II of the active landfill. We understand, based on discussions with you, that the design is likely to include six new LFG collection trenches, one surface LFG collection trench, and associated lateral conveyance piping and connections to the existing GCCS. We anticipate our services to include the preparation of construction-level drawings, technical specifications, bid item definitions, an opinion of cost for the project, and a New Hampshire Department of Environmental Services (NHDES) Type II Permit Modification application form with a narrative describing the proposed construction. The drawings will be signed and sealed by a professional engineer licensed in the State of New

Hampshire. The documents will be provided to the City in Adobe Acrobat (i.e., \*.pdf) format.

#### **Task 4 Bid and Construction Phase Services**

Sanborn Head understands that the City will prepare and issue bid documents for the project. However, during the bidding process, a Sanborn Head representative will prepare for and attend the pre-bid meeting. We understand that the City will prepare the meeting minutes. Sanborn Head will also assist the City in addressing written questions from the bidders.

Prior to initiating construction, a Sanborn Head representative will prepare for and attend the pre-construction meeting. We understand that the City will prepare the meeting minutes. During construction, Sanborn Head will provide limited observation services (i.e., observations limited to installation of critical components) and engineering support services during construction of the GCCS Expansion in Phase II, Stage II. We anticipate our services to include the following:

- Reviewing Contractor's submittals and answer questions regarding design intent, materials, and material testing;
- Observing the Contractor's work to evaluate it for conformance with the construction documents;
- Addressing Contractor's questions; and
- Documenting the progress of the Contractor's work through Daily Field Reports.

Sanborn Head will provide a representative to observe and document the installation of critical GCCS components for conformance with the drawings and technical specifications and prepare the required field logs. In addition, Sanborn Head's representative will observe pipe pressure testing, HDPE pipe welds, pipe connections into the existing system, and final well connections, performed by the Contractor.

It is our understanding that the City will observe and document the installation of the surface collectors, and the header and lateral pipe trenching. The as-built survey of completed features will be performed by others and will be provided to Sanborn Head in an electronic format (i.e., dwg).

For budgeting purposes, we assume that the construction observation will be completed over seven (14) days, and that our representative will be on-site part time (80 hours total) during this period. Our observations will be limited to installation of critical components.

Following the completion of the construction, and as required by the NHDES, we will prepare a report that documents the construction work performed. The report will address the construction activities observed, test results, and variations in construction relative to the drawings and specifications, if any. The report also will include record drawings, photographs, and field test data. The statements presented in the report will be limited to the extent of our observations and our review of submittals and test results. The

report will be signed and sealed by a professional engineer licensed in the State of New Hampshire. Paper copies and an Adobe Acrobat (i.e., \*.pdf) electronic copy of the report will be issued to the City.

### BUDGET ESTIMATE AND BASIS OF BILLINGS

The total estimated budget for this proposal is \$45,000 as itemized below:

Task	Task Description	Estimated Budget
1	Phases I and II GCCS Assessment	\$6,000
2	Dewatering System Conceptual Design	\$10,000
3	GCCS Expansion in Phase II, Stage II	\$12,000
4	Construction Observation Services	\$17,000

We will invoice for our services based on actual accrued time and expenses in accordance with the attached Schedule of Fees. We will not perform services beyond those defined herein without first receiving written authorization from the City. Our City-specific Schedule of Fees is enclosed for your information.

### SCHEDULE

Sanborn Head is available to begin working on this project following written authorization to proceed from the City.

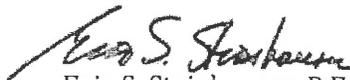
### TERMS OF ENGAGEMENT / ACCEPTANCE

~~The terms of engagement are described in our Agreement with the City of Nashua, New Hampshire dated July 21, 2011. We understand that acceptance of this scope of services will be provided in a City issued Purchase Order to Sanborn Head for these services.~~

### CLOSING

Thank you for the opportunity to submit this scope of services. We look forward to working with you on this project. Please contact us should you require additional information.

Very truly yours,  
SANBORN, HEAD & ASSOCIATES, INC.

  
Eric S. Steinhauser, P.E., CPESC, CPSWQ  
Senior Project Director

RLC/ESS/DEA/LLD:rlc/lld  
Enclosed: Schedule of Fees

**SANBORN, HEAD & ASSOCIATES, INC.**  
**2015 Schedule of Fees**  
**City of Nashua, NH**

Senior Vice President	\$194
Vice President	\$184
Project Director	\$173
Senior Project Manager	\$148
Project Manager	\$138
Senior Engineer/Geologist	\$120
Project Engineer/Geologist	\$112
Engineer/Geologist	\$102
Supervising Technician	\$92
Senior Engineering Technician	\$83
Engineering Technician	\$77
Support Staff	\$66
Subcontractors and Outside Services	Cost plus 10%
Other Direct Expenses	Cost plus 10%

Hourly rates will be charged for time worked on the project and for the time required for travel between the office and the meeting or project site. Local travel will be at IRS allowed rates.

Overtime hours will be charged using the hourly rates listed above.

Hourly rates for expert witness testimony, including preparation time, and other special services such as corporate acquisition due diligence studies that generally require a dedicated commitment of senior staff, will be provided upon request.

Sanborn, Head & Associates, Inc. reserves the right to revise this Schedule of Fees annually.



# THE CITY OF NASHUA

*Financial Services*

*Purchasing Department*

*"The Gate City"*

May 26, 2016  
Memo #16-143

TO: MAYOR DONCHESS  
FINANCE COMMITTEE

SUBJECT: CASTINGS PURCHASE FOR THE 2016 STREET PAVING PROGRAM (VALUE:  
\$57,536)  
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER  
ACTIVITY: SEWER STRUCTURES

Please see the attached communication from Steven Dookran, P.E., City Engineer, dated May 26, 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 (May 26, 2016) and the Purchasing Department recommend the award of this purchase to EJ Prescott, Inc. of Concord, NH in an amount of **\$57,536**.

Respectfully,

  
Dan Kookan  
Purchasing Manager

Cc: S Dookran L Fauteux

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: May 26, 2016

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

Re: 2016 Street Paving Program – Castings

**B. Motion:** To approve the purchase of manhole and catch basin castings from EJ Prescott, Inc. of Concord, NH in the amount of \$57,535.70. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Activity: Sewer Structures

**Discussion:** The 2016 Paving Program includes the work of replacing all broken and obsolete manhole and catch basin castings. In order to keep costs low, the paving contract specifies that the castings will be supplied by the City. This approval is for the purchase of 70 catch basin frames and grates and 180 manhole frames and covers meeting DPW specifications to be installed by the 2016 Street Paving Program contract awarded to Brox Industries.

Three bids were received with results as follows:

EJ Prescott, Inc. of Concord, NH	\$57,535.70
Vellano Corporation of Raymond, NH	\$64,950.00
Ferguson Waterworks, Inc. of Raymond, NH	\$67,822.50

EJ Prescott, Inc. is the qualified, low bidder for this purchase.

City of Nashua  
 DPW - Engineering Department  
 2016 Street Paving Program

<u>Item No.</u>	<u>Quantity</u>	<u>Units</u>	<u>DESCRIPTION</u>	<u>REFERENCE NO.</u>	<u>Unit Price</u>	<u>Total Price</u>
1	180	EA	Manhole Frames with 6" Rise	200611	\$112.63	\$20,273.40
2	140	EA	Sewer Manhole Covers with Raised Letters "SEWER".	200628	\$136.84	\$19,157.60
3	40	EA	Drain Manhole Covers with Raised Letters "DRAIN".	200627	\$136.84	\$5,473.60
4	40	EA	4 Flange Catch Basin Frames with 4" Rise	532111	\$105.26	\$4,210.40
5	20	EA	3 Flange Catch Basin Frames with 4" Rise	532113	\$105.26	\$2,105.20
6	10	EA	3 Flange Catch Basin Frames with 8" Rise	532013	\$115.79	\$1,157.90
7	70	EA	Catch Basin Grates	532031	\$73.68	\$5,157.60
<b>TOTAL BID PRICE</b>						<b>\$57,535.70</b>
Dollars and Cents						

\*All units shall be US products.

\*All units shall be Heavy Duty.

\*Prices are to be quoted FOB delivered to the City of Nashua laydown yard at 6 Riverside St, Nashua, NH 03062.

\*Delivery will be required within ten (10) days after issuance of Purchase Order.

\*Shop Drawings and Certificates of Compliance will be required.

Supplier:

EJ Prescott

Authorized Signature:

Joe Cameron

Date:

5/6/16

City of Nashua  
 DPW - Engineering Department  
 2016 Street Paving Program

<u>Item No.</u>	<u>Quantity</u>	<u>Units</u>	<u>DESCRIPTION</u>	<u>REFERENCE NO.</u>	<u>Unit Price</u>	<u>Total Price</u>
1	180	EA	Manhole Frames with 6" Rise	200611	\$130.00	\$23,400.00
2	140	EA	Sewer Manhole Covers with Raised Letters "SEWER".	200628	\$152.00	\$21,280.00
3	40	EA	Drain Manhole Covers with Raised Letters "DRAIN"	200627	\$152.00	\$6,080.00
4	40	EA	4 Flange Catch Basin Frames with 4" Rise	532111	\$123.00	\$4,920.00
5	20	EA	3 Flange Catch Basin Frames with 4" Rise	532113	\$116.00	\$2,320.00
6	10	EA	3 Flange Catch Basin Frames with 8" Rise	532013	\$142.00	\$1,420.00
7	70	EA	Catch Basin Grates	532031	\$79.00	\$5,530.00
<b>TOTAL BID PRICE</b>						<b>\$64,950.00</b>

Dollars and Cents

\*All units shall be US products.

\*All units shall be Heavy Duty.

\*Prices are to be quoted FOB delivered to the City of Nashua laydown yard at 6 Riverside St, Nashua, NH 03062

\*Delivery will be required within ten (10) days after issuance of Purchase Order.

\*Shop Drawings and Certificates of Compliance will be required.

Supplier:

Vellano Corporation - Raymond

Authorized Signature:



Date:

April 29<sup>th</sup>, 2016

City of Nashua  
 DPW - Engineering Department  
 2016 Street Paving Program

<u>Item No.</u>	<u>Quantity</u>	<u>Units</u>	<u>DESCRIPTION</u>	<u>REFERENCE NO.</u>	<u>Unit Price</u>	<u>Total Price</u>
1	180	EA	Manhole Frames with 6" Rise	200611	<u>118.39</u>	<u>21310.20</u>
2	140	EA	Sewer Manhole Covers with Raised Letters "SEWER".	200628	<u>176.60</u>	<u>24724.-</u>
3	40	EA	Drain Manhole Covers with Raised Letters "DRAIN".	200627	<u>176.60</u>	<u>7064.-</u>
4	40	EA	4 Flange Catch Basin Frames with 4" Rise	532111	<u>122.52</u>	<u>4900.80</u>
5	20	EA	3 Flange Catch Basin Frames with 4" Rise	532113	<u>112.16</u>	<u>2243.20</u>
6	10	EA	3 Flange Catch Basin Frames with 8" Rise	532013	<u>145.53</u>	<u>1455.30</u>
7	70	EA	Catch Basin Grates	532031	<u>87.50</u>	<u>6125.-</u>
<b>TOTAL BID PRICE</b>						<u>67822.50</u>
Dollars and Cents						

\*All units shall be US products.

\*All units shall be Heavy Duty.

\*Prices are to be quoted FOB delivered to the City of Nashua laydown yard at 6 Riverside St, Nashua, NH 03062.

\*Delivery will be required within ten (10) days after issuance of Purchase Order

\*Shop Drawings and Certificates of Compliance will be required.

Supplier Ferguson Waterworks INC.

Authorized Signature: David A. Orr

Date: 4/27/16