

FINANCE COMMITTEE

MARCH 4, 2020

7:00 pm

City Hall Auditorium – 3rd Floor

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: Tim Cummings, Economic Development Director

Re: Notice of Change in Contract for Professional Fundraising Consulting Services with Full Circle Consulting – Adding an additional 2 months of contract length and \$8,000 in compensation

From: Dan Kooken, Purchasing Manager

Re: Contract for Downtown Parking Study (Value: Not-To-Exceed \$83,900) Department: 166 Parking Operations; Fund: General

From: Dan Kooken, Purchasing Manager

Re: Contract for 2020 Paving Program – Contract 1 (Value: \$4,014,750) Department: 160 Admin/Engineering; Funds: Bond and Trust and 169 Wastewater; Fund: Bond

From: Dan Kooken, Purchasing Manager

Re: Contract for 2020 Paving Program – Contract 2 (Value: \$4,262,734) Department: 160 Admin/Engineering; Funds: Bond and Trust and 169 Wastewater; Fund: Bond

From: Dan Kooken, Purchasing Manager

Re: Contract for 2020 Sewer Replacement Program (Value: \$1,497,993) Department: 169 Wastewater; Fund: Wastewater

From: Dan Kooken, Purchasing Manager

Re: Contract for 2020 Landfill Gas Collection and Control System Expansion – Change Order 2 (Value: \$287,565) Department: 168 Solid Waste; Fund: Bond

From: Dan Kooken, Purchasing Manager

Re: Contract for Single Stream Recycling – Amendment #2 – Two Year Extension (Value: Not-To-Exceed \$400,000) Department: 168 Solid Waste; Fund: Solid Waste

From: Dan Kooken, Purchasing Manager

Re: Purchase of Hayes Pump, Fairbanks Pump Northgate Pump Station (Value: \$30,307) Department: 169 Wastewater; Fund: Wastewater

UNFINISHED BUSINESS - None

NEW BUSINESS – RESOLUTIONS

NEW BUSINESS – ORDINANCES

RECORD OF EXPENDITURES

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT



THE CITY OF NASHUA

Economic Development

"The Gate City"

To: James Donchess, Mayor
From: T. Cummings, Economic Development Director
Cc:

Date: February 25, 2020

Re: **Notice of Change in Contract for Professional Fundraising Consulting Services with Full Circle Consulting – Adding an additional 2months of contract length and \$8,000 in compensation**

The Office of Economic Development issued RFP 0265-040618 to request proposals for professional fundraising services to the City of Nashua, through the Officer of Economic Development related to raising private capital for the future Performing Arts Center.

This memo is being provided to update and provide notice to the Finance Committee that Full Circle Consulting's contract has been extended for additional two months starting in March and will continue on through until the end of April. The basic scope of work and terms have not changed. This is the 2nd Amendment to the contract extending the length and adds an additional \$8,000 to the total contract. The source of funds for this project comes from the Downtown Improvement Committee Trust Fund.

Thank you.



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

February 27, 2020
Memo #20-085

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR DOWNTOWN PARKING STUDY (VALUE: NOT-TO-EXCEED
\$83,900)

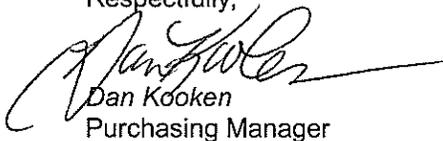
DEPARTMENT: 166 PARKING OPERATIONS; FUND: GENERAL

Please see attached communication from Tim Cummings, Director of Economic Development dated February 25, 2020 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 Director of Economic Development and the Purchasing Department recommend award of this contract in an amount not to exceed **\$83,900** to **Desman Design Management of Boston, MA.**

Respectfully,



Dan Kooker
Purchasing Manager

Cc: T Cummings J Graziano



THE CITY OF NASHUA

*Economic Development Division – Parking Department
Office of the Mayor*

"The Gate City"

TO: Dan Kookan, Purchasing Manager

FROM: Tim Cummings, Director of Economic Development

DATE: February 25, 2020

SUBJECT: Downtown Parking Study (Value: \$83,900.00)

The Economic Development Division is requesting approval to contract with Desman Design Management, of Boston, Massachusetts for a parking study of downtown Nashua in the amount not to exceed \$83,900.00.

In response to the request for proposal, RFP0657-102419 City of Nashua Downtown Parking Study that was released on September 24, 2019, the City received proposals from four firms. All four firms were interviewed by a team of City personnel which consisted of members from the Economic Development Division and Parking Department, Planning and Transportation Departments, and a member from the Engineering Department. After a thorough review of the proposals, interviews, and careful consideration the team recommended the selection of Desman Design Management for the downtown parking study project.

The contract's service area will encompass all metered, non-metered, and reserved on-street and off-street parking in the downtown, to include, public and private parking lots, parking garages, and on-street parking. Desman Design Management shall perform all work in accordance to the attached contract including Exhibit A – General Conditions for Contracts along with all of the services listed on Exhibit B – Scope of Services, Contract Time, and Fee Schedule. The project will last approximately six months and is scheduled to be completed by September 30, 2020.

Thank You.



CONTRACT FOR PROFESSIONAL SERVICES

TITLE

A CONTRACT BETWEEN

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

DESMAN Design Management
and its successors, transferees and assignees

NAME AND TITLE OF SERVICE PROVIDER

18 Tremont Street, Suite 300 Boston, MA 02108

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 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, Service Provider 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.** Service Provider shall perform and complete all work by September 30, 2020 which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Service Provider shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

4. **COMPENSATION.** Service Provider agrees to perform the work for a total cost not to exceed Eighty-Three Thousand and Nine Hundred Dollars **Dollars (\$ 83,900)**.

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 monthly requests for payment for services performed under this agreement in accordance with the values stated in the Agreement. Such requests shall be supported by such data substantiating the 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 shall be submitted as follows:

➤ Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

➤ Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

Requests for payment shall be submitted no later than fifteen (15) days after the end of each month and must include a detailed summary of the expenditures reported in a form that supports the approved budget. Specifically, 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 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 Service Provider. The City of Nashua will pay Service Provider 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:

REPRESENTATIVE:

Andrew S. Hill, Senior Associate
18 Tremont St. Ste. 300
Boston, MA 02108

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.

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)



DESMAN Design Management (signature)

James Donchess, Mayor
(Printed Name and Title)

MATTHEW GALLAGHER, VP
(Printed Name and Title)

Date

2-24-20
Date

**EXHIBIT A
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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 subcontractors

2. **SERVICE PROVIDER STATUS** The parties agree that Service Provider shall have the status of and shall perform all work under this contract as a Service Provider, 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 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 subcontractors. 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 professional quality, technical 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 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 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 products or 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. The City of Nashua reserves the right to approve key personnel assigned by Service Provider to perform work under this contract. Approved key personnel shall not be taken off of the project by Service Provider without the prior written approval of the City of Nashua, except in the event of termination of employment. Service Provider 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 Service

Provider, 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 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 of Nashua notified Service Provider of the change.

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

Except as provided in this paragraph, Service Provider 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 Service Provider in the performance of its work under this contract and that such personnel will be available to Service Provider 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 Service Provider 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 Service Provider also agree to attend all meetings called by the City of Nashua or Service Provider to discuss the work under the Contract, and that Service Provider 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** Service Provider warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Service Provider. All future questions Service Provider may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Service Provider's question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Service Provider prior to having received the City of Nashua's resolution shall be at Service Provider's risk and expense. At all times, Service Provider shall carry on the work under this contract and maintain and complete work in

accordance with the requirements of the contract or determination of the City of Nashua. Service Provider is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

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

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

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

1. Immediately discontinue work on the date and to the extent specified in the notice.
2. 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, 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. 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, subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Service Provider'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 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.
10. **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.

11. **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;
- \$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.

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 this contract. The City of Nashua shall not maintain any insurance on behalf of Service Provider. Subcontractors are subject to the same insurance requirements as 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 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. 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.

- 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 Professional Engineer.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Service Provider agrees to indemnify and hold harmless the City of Nashua, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of any kind or nature in any manner caused,

occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of 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 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 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.

14. **COMPENSATION** Review by the City of Nashua of Service Provider'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 Service Provider to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Service Provider in full within 30 days of approval of the submitted monthly invoice forms and progress reports.

15. **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.

16. **NONDISCRIMINATION** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Service Provider agrees to the following terms. Service Provider 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. Service Provider 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, Service Provider's attention is directed to "Title 41" Public Contracts and Property Management" C.F.R. Subtitle B "Other Provisions Relating to Public

Contracts” Section 60 “Office of Federal Contract Compliance Programs, Equal Employment, Department of Labor” which, by this reference, is incorporated in this contract.

Service Provider 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 Service Provider under this contract.

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, 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.

Service Provider 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 Service Provider shall constitute a material breach of the contract.

17. **ENDORSEMENT** Service Provider shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Service Provider or under its direction as required under the laws of the State of New Hampshire.
18. **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.
19. **CITY 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, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
20. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Service Provider 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 Service Provider's expense, by Service Provider to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Service Provider, 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 Service Provider in the performance of its obligations under this contract must be retained by Service Provider 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 Service Provider shall promptly remit and deliver the materials, at Service Provider's expense, to the City of Nashua. Service Provider shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Service Provider's obligations under this contract without the prior written consent of the City of Nashua.

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

No books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Service Provider 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 Service Provider. The City of Nashua shall have the right to reproduce any such materials.

Service Provider 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. Service Provider 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 Service Provider infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Service Provider infringes any patent.

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

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

24. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
25. **RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
26. **PROHIBITED INTERESTS** 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 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. Service Provider 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 Service Provider (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, Service Provider shall refund to the City of Nashua any profits realized under this contract, and Service Provider 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.

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

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

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and 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.
28. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.

29. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.
30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and 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.
31. **CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

	Scope			
Phase	Item #	Description	Purpose	Assumptions
1 - PROJECT INITIATION	1A	Kick-Off Meeting	A kickoff meeting between Consultants and the City's project team to discuss process, identify near-, mid- and long-term milestones, discuss miscellaneous issues (e.g. communications, press inquires, etc.), review the scope of work and task due dates.	The City will form a Project Team made up of municipal officials and stakeholders as defined by the City. This is the team that will be reviewing draft deliverables as they are prepared and meeting with the Consulting Team at critical junctures to steer the process.
	1B	Study Area Definition Meeting	Clearly define the geographic boundaries of the areas to be studied.	DESMAN and M&M PMs to attend, along with officials and stakeholders defined at the City's discretion. Meeting will be held just prior to or immediately after Kick-Off Meeting.
	1C	Stakeholder Outreach	Briefing special constituencies regarding study process and recommendations as needed/ requested by the City throughout the course of study.	1) City to identify stakeholder groups and occasions for meeting. 2) Groups will include Board of Alderman Committees on Infrastructure and Planning & Economic Development. 3) Outreach may occur during any phase of study. 4) Total number of meetings will not exceed ten (10) total during the course of study.
	1D	Develop Comparable Communities List (Benchmarking)	Identify up to ten (10) communities for benchmarking exercises. Communities may be comparable or aspirational, but the standardized list will provide a basis for measuring Nashua's policies, processes, procedures, and system performance against other U.S. towns and cities.	1) Exercise will be done in tandem with Kick-Off meeting. 2) Project team will assist in defining acceptable criteria for qualification as 'aspirational' or 'comparable' communities. 3) Project Team will assist in defining aspects for benchmarking. 4) Proposed communities for comparison include: Portsmouth (NH); Manchester (NH); Concord (NH); Portland (ME); West Hartford (CT); Albany (NY); Ann Arbor (MI); Concord (NC); Rochester (MN); and Meridian (ID).
	2J	Public Media Outreach	Provide updates of project progress throughout the duration of the study process every other week (i.e. twice per month) for the City's use and circulation.	1) Consultant will prepare PDFs of project deliverables (maps, charts, figures, boards, reports, etc.) for posting on the City's website. 2) Consultant will prepare bi-weekly project updates detailing project activities, progress, events, etc. 3) Consultant will provide press releases announcing upcoming project events at least two weeks in advance of each event.
TIONS ASSESSMENT	2A	Parking Supply Inventory	Confirm the existing parking supply within the defined study area	1) The City already has accurate inventories of all public off-street facilities. 2) The City can provide assistance in defining appropriate geometrics for unmarked on-street parking areas. 3) Inventory will include private facilities for use by businesses and institutions as well as residential parking facilities greater than a single-occupant home driveway or garage.
	2B	Parking Occupancy Counts	Measure current conditions within the study area to inform policy/strategy recommendations. These measures will also provide the basis for developing the model for projecting future demand across the area.	1) Counts will follow the format of the supply inventory. 2) Counts will be executed in March or April on one representative weekday and one representative weekend day. 3) Counts will be used to establish conditions around the estimated peak hour for conditions on a representative weekday (11A- 1P), weekday evening (5P-8P), Saturday day (11A-1P), and Saturday evening (5P-8P).
	2C	License Plate Inventories	Measure typical length of stay and turnover of appointed areas. This information will used to measure turnover and typical length of stay, as well as compliance with posted time limits.	1. The City will define which areas need to be surveyed and why they need to be surveyed. 2) LPI's will be hourly up to 8 total hours per surveyor. 3) Surveyors can cover multiple facilities but no more than 100 spaces in total per hour and/or facilities separated by more than 5 minutes walking.

2 - CURRENT CONDI	2E	Zoning (Parking Requirements) Assessment	Review how the City manages parking demand associated with new development and/or change of use. Analysis to include assessment of feasibility of allowing overnight parking and practical application of in lieu fees including proposed subsidized rate.	1) The Consultant Team will review the existing parking requirements impacting the provision of parking in downtown including but not limited to: Parking requirements per zoning; Acceptable waivers to these requirements; Alternates to existing waivers. 2) Analysis will benchmark existing requirements relative to comparable/aspirational communities and industry best practices.
	2F	Existing Conditions Assessment	Consolidate work-to-date and review with Project Team	1) This would be 2nd meeting of Project Team. 2) Meeting would be to go through PPT developed to summarize work to date. 3) Meeting would be followed with draft deliverable for review
	2G	First Public Forum	Outreach to general public to introduce engagement and solicit input on existing conditions. This the first of three forums for the general public, this will be oriented towards drawing out input from the community about what is or is not working within the existing parking system.	1) Meetings to be scheduled and arranged by the City. 2) First meeting will be "town hall style" with an information presentation at the outset followed by an open question-and-answer and comment session. 3) Consulting team will provide not more than five (5) large scale maps illustrating existing conditions 4) Consulting team will record and present meeting summary to the City within one (1) week after each set of meetings.

	Scope Item #	Description	Purpose	Assumptions
2 - CURRENT CONDITIONS ASSESSMENT	2H	First Survey	Capture feedback from the community regarding current conditions.	1) In conjunction with first public forums, consultant will design, execute, and analyze an online survey. 2) Survey questions will be vetted with Project Team as part of Existing Conditions Assessment meeting & presentation 3) Survey period will be fourteen (14) days, commencing evening of public forum 4) Survey analysis will be available two (2) weeks after survey closes
	2J	First Public Forum Public Media Materials	Educate the general public regarding project progress through the 1st phase	1) Consultant will provide flyers and press releases notifying the general public about the First Public Forum to the City at least two weeks in advance of the event. 2) Consultant will provide flyers and press release notifying the general public about the First Survey at least two weeks in advance of the event. 3) Consultant will provide PDFs of First Public Forum presentation and any boards or other materials within 24 hours after the event. 4) Consultant will provide a summary (based on deliverable from 2G) of the public meeting within 48 hours after the event. 5) Consultant will provide a summary of survey results (based on deliverable from 2H) within 48 hours of issuance of 2H deliverable.
3 - OPERATIONS ASSESSMENT	3A	City Personnel Interviews	Gain understanding of system operations, objectives, mission, and requirements	The consultant will meet with City personnel to review all aspects of their current parking and transportation systems operations including, but not limited to: Parking enforcement; Ticket adjudication; Citation processing; Fee collection and processing; Parking permit issuance and management; Facility maintenance; Equipment maintenance; Departmental staff training and evaluation; Collaboration with other municipal agencies; Communications to the general public.
	3B	Policies/SOPs & NRO Review/ Analysis	Gain understanding of system operations, objectives, mission, and requirements	The consultant will review all SOPs and other documentation germane with the preceding items. 1) Review will include benchmarking with comparable/aspirational communities as feasible, 2) Review will include comparison with industry best practices, as appropriate
	3C	Operational Review (General Maintenance)	Review day-to-day maintenance activities not included in condition appraisal scope of work or other scope items (see 3I & 3J). Primary focus will be on staffing and work order management.	1) Review will be high-level and focused on how maintenance services to facilities and systems are scheduled and delivered. 2) Review will include comparison of industry best practices where appropriate. 3) Recommendations will include estimates of additional staffing needed and associated costs, as appropriate.
	3D	Operational Review (Enforcement)	Review of how enforcement personnel are trained, scheduled, evaluated, and coached for performance. Focus will primarily be on how enforcement is staffed and administered exclusive of topics addressed in 3E, 3F, 3G.	1) Review will be focused on how enforcement is executed from a staffing perspective and general policies. 2) Review will include comparison of industry best practices where appropriate. 3) Review will include benchmarking with comparable/aspirational communities where feasible. 4) Recommendations will include estimates of additional staffing needed and associated costs, as appropriate.

3E	Fees/Fines Comparisons	Benchmarking current fees and fines relative to comparable/aspirational communities and evaluation relative to stated objectives	1) Benchmarking will focus on fees and fines by type. 2) Analysis will also include evaluation of intent/objectives of fee and fine setting. 3) Analysis will include reference to industry best practices where appropriate. 4) Will include recommendations for new rates where warranted.
3F	Ticket Adjudication	Review and evaluate the process for appealing tickets	1) City will provide access to descriptions of adjudication process and statistics on historical hearing and decision rates. 2) Review will include benchmarking with comparable/aspirational communities where feasible. 3) Review will include comparison of industry best practices where appropriate. 4) Will include recommendations for changes in process where warranted. 5) Recommendations will include estimates of additional costs, as appropriate.

Scope Item #	Description	Purpose	Assumptions	
3 - OPERATIONS ASSESSMENT	3G	Citation Process Review the current process for issuing and tracking citations, including collections	Review the current process for issuing and tracking citations, including collections	1) City to provide current SOPs and historical citation issuance and collections data. 2) Review will include an inventory of existing citation equipment and back-end systems. 3) Analysis will also include evaluation of intent/objectives of citation issuance. 4) Review will include benchmarking with comparable/aspirational communities where feasible. 5) Review will include comparison of industry best practices where appropriate. 6) Will include recommendations for changes in technology/ processes where warranted and may include recommendations for other actions to meet stated intent/objectives. 7) Recommendations will include estimates of additional costs, as appropriate.
	3H	Parking Permit Issuance & Management Review the current process for issuing and managing on- and off-street parking permits	Review the current process for issuing and managing on- and off-street parking permits	1) City to provide current SOPs and historical permit data. 2) Analysis will also include evaluation of intent/objectives of permit programs. 3) Review will include benchmarking with comparable/aspirational communities where feasible. 4) Review will include comparison of industry best practices where appropriate. 5) Will include recommendations for changes in technology/ processes where warranted and may include recommendations for other actions to meet stated intent/objectives. 6) Recommendations will include estimates of additional costs, as appropriate.
	3I	Facility Maintenance Program Evaluation Review day-to-day maintenance activities not included in condition appraisal scope of work or other scope items (see 3C). Primary focus will be on SOPs, processes, procedures, technique, and equipment.	Review day-to-day maintenance activities not included in condition appraisal scope of work or other scope items (see 3C). Primary focus will be on SOPs, processes, procedures, technique, and equipment.	1) Review will be specific to off-street parking facility janitorial maintenance program. 2) Review will include maintenance equipment inventory. 3) Review will include comparison of industry best practices where appropriate. 4) Will include recommendations for changes in technology/ processes where warranted and may include recommendations for other actions to meet stated intent/objectives. 5) Recommendations will include estimates of additional costs, as appropriate.
	3J	Equipment Maintenance Program Evaluation Review maintenance activities specific to meters and other on-street equipment such as a feasibility of introducing dynamic occupancy monitoring or wayfinding.	Review maintenance activities specific to meters and other on-street equipment such as a feasibility of introducing dynamic occupancy monitoring or wayfinding.	1) Review will be specific to on-street parking equipment functionality and maintenance program. 2) Review will include on-street equipment inventory, including wayfinding signage. 3) Review will include comparison of industry best practices where appropriate. 4) Will include recommendations for changes in technology/ processes where warranted and may include recommendations for other actions to meet stated intent/objectives. 5) Recommendations will include estimates of additional costs, as appropriate.
	3K	Staff Training Evaluation Review of how operations, maintenance, and administrative personnel are trained, scheduled, evaluated, and coached for performance	Review of how operations, maintenance, and administrative personnel are trained, scheduled, evaluated, and coached for performance	1) Review will include comparison of industry best practices where appropriate. 2) Review will include benchmarking with comparable/aspirational communities where feasible. 3) Recommendations will include examples of recommended additional trainings, processes, job descriptions, etc.

3L	Collaboration with other Municipal Agencies	Review of how the Parking Department interacts/coordinates with other public agencies	1) Review will include comparison of industry best practices where appropriate. 2) Review will include benchmarking with comparable/aspirational communities where feasible.
3M	Evaluation of Communication to General Public	Evaluation of Parking Department communications with a focus on how to improve external communications with the general public regarding parking management.	1) Task will include an evaluation of the City's current print literature regarding parking services and parking management, web pages, media campaigns, etc. 2) Focus will be on how to better disseminate consumer information. 3) Task will include benchmarking against comparable and aspirational communities.
3N	Permit Rates for On- and Off-Street Parking	Benchmarking current permit rates relative to comparable/aspirational communities and evaluation relative to stated objectives	1) Benchmarking will focus on permits by type. 2) Analysis will also include evaluation of intent/objectives of rate setting. 3) Analysis will include reference to industry best practices where appropriate. 4) Will include recommendations for new rates where warranted.

Scope	Item #	Description	Purpose	Assumptions
3 - OPERATIONS ASSESSMENT	3O	Snow Emergencies Evaluation	Review how the City currently manages snow emergencies.	1) Analysis will also include evaluation of intent/objectives of program. 2) Review will include benchmarking with comparable/aspirational communities where feasible. 3) Review will include comparison of industry best practices where appropriate. 4) Will include general recommendations for changes in technology/ processes where warranted and may include recommendations for other actions to meet stated intent/objectives.
	3P	Transient Rates for On- and Off-Street Parking	Benchmarking current transient rates relative to comparable/aspirational communities and evaluation relative to stated objectives	1) Benchmarking will focus on rates by type of facility and location. 2) Analysis will also include evaluation of intent/objectives of rate setting. 3) Analysis will include reference to industry best practices where appropriate. 4) Will include recommendations for new rates where warranted.
	3Q	Cost/ Benefit Assessment	Consolidate estimates of capital and/or operational costs and/or savings and/or increased revenues from preceding analysis	1) Task involves developing centralized estimates of projected labor, material, and/or financial costs AND/OR enhanced revenues associated with proposed recommendations. 2) City to provide historical operating revenue or expense data as needed to assist in developing projections. 3) Provided projections are conceptual in nature and will not warranty actual performance if implemented.
	3R	PPT Summary	Summarize initial findings and recommendations in a PPT.	1) PPT will not exceed 60 slides in total. 2) PPT will highlight general methodology and major findings and recommendations.
	3T	Task Report	All the preceding work will be summarized in a technical memorandum and issued to the City for review and comment.	1) Task report will in be draft report format, sans Executive Summary and front cover. 2) Task report will only cover Task 3 analysis and deliverable. 3) Task report will be delivered at the same time as PPT. 4) Task report to provide supporting analysis for recommendations in PPT.
	3U	Review Session	The consultant will meet with the City to receive comments, revise the draft as appropriate, and incorporate it into a final report.	1) This would be 3rd meeting of Project Team. 2) Review session will be scheduled and occur within ten (10) business days of issue of draft report. 3) City to provide both verbal and written comments for revision. 4) Session is limited to Project Team members.
ASSESSMENT	4A	Develop Parking Demand Model	Develop a parking demand model using ULI and ITE methodology and calibrate it to existing conditions utilizing occupancy data, existing land use data, and current modal splits.	1) City will provide an inventory of existing, active land uses by building and block across the whole of the study area. 2) Neither DESMAN nor M&M will be responsible for field checking the validity of provided land use inventory data. 3) City will identify those properties vacant or subject to other land uses at the time field counts were executed.
	4B	Develop Emerging Development Assumptions	Develop assumptions regarding emerging developments likely to impact downtown Nashua in the next 10 years.	City will provide assumptions regarding: 1) Absorption of existing vacant space within the study area; 2) Known and/or planned new developments in the study area; 3) Anticipated development associated with the City's Master Plan; 4) Anticipated changes in modal split associated with changes in transit service and/or offerings.

4 - FUTURE NEEDS ASS	4C	Model Future Demand for a 10-Year Period	Model future parking demand on a project-by-project basis for a period of ten (10) years .	1) Using emerging development data, the consultant will quantify and qualify projected shortfalls by project, block and impacted user types.
	4D	Task Report	Consolidate preceding analysis and projections into a single source document	1) All the preceding work will be summarized in a technical memorandum and issued to the City for review and comment. 2) Report will include recommendations for which parcels the consultant would recommend the City acquire to support future development and when/ under what conditions the City should seek to acquire these parcels, as well as a rough estimate of potential capacity for each parcel as surface and/or structured parking.
	4E	Review Session	The consultant will meet with the City to receive comments, revise the draft as appropriate, and incorporate it into a final report.	1) This would be 4th meeting of Project Team. 2) Review session will be scheduled and occur within ten (10) business days of issue of draft report. 3) City to provide both verbal and written comments for revision. 4) Session is limited to Project Team members.

Scope Item #	Description	Purpose	Assumptions	
5 - FINAL DELIVERABLES/ REPORT	5A	Strategy Development	Prepare near (0-3 years), mid- (4-6 years), and long-term (7-10 year) recommendations for addressing issues defined under Existing Conditions, through the Operational Assessment, or during projections of Future Demand.	Recommendations will include a written narrative comprised of: 1) Identification of the issue to be addressed; 2) Description of how the option/initiative will address the issue; 3) Review of potential benefits and liabilities; 4) Description of how it might be implemented, by whom, and under what conditions; 5) Estimate of associated costs; 6) Proposed implementation process; and 7) An example of where the initiative has succeeded previously.
	5B	Create a PPT Version of Whole Report	Consolidate all work to date into PPT detailing process and recommendations to date.	1) Review of draft PPT will be the 5th meeting of the Project Team. 2) Revised PPT will become basis for next Public Meeting & continuing stakeholder outreach.
	5C	Second Public Forum Public Media Materials	Educate the general public regarding project progress through the 2nd and 3rd phase	1) Consultant will provide flyers and press releases notifying the general public about the Second Public Forum to the City at least two weeks in advance of the event. 2) Consultant will provide flyers and press release notifying the general public about the Second Survey at least two weeks in advance of the event. 3) Consultant will provide PDFs of Second Public Forum presentation and any boards or other materials within 24 hours after the event. 4) Consultant will provide a summary (based on deliverable from 5D) of the public meeting within 48 hours after the event. 5) Consultant will provide a summary of survey results (based on deliverable from 5E) within 48 hours of issuance of 5E deliverable.
	5D	Second Public Forum	Outreach to general public to present draft strategies and recommendations.	1) Meetings to be scheduled and arranged by the City. 2) Second meeting will be "town hall style" with an information presentation at the outset followed by an open question-and-answer and comment session. 3) Consulting team will provide not more than ten (10) large scale boards and/or illustrations 4) Consulting team will record and present meeting summary to the City within one (1) week after each set of meetings.
	5E	Second Survey	Capture feedback from the community regarding current conditions.	1) In conjunction with second public forums, consultant will design, execute, and analyze an online survey. 2) Survey questions will be vetted with Project Team as part of draft PPT meeting & presentation 3) Survey will focus on gather reactions to proposed strategies/recommendations. 4) Survey period will be fourteen (14) days, commencing evening of public forum. 5) Survey analysis will be available two (2) weeks after survey closes
	5F	Implementation Plan	Develop Implementation Plan for final recommended strategies	1) Project Team will meet for an 6th time to review survey results and decide on final strategies/ recommendations. 2) Implementation plan will identify: a) Events and/or conditions triggering a recommended initiative; b) Supporting measures needed to aid in implementation; c) Agency and/or official responsible for the initiative; d) Estimated costs to execute; e) Potential revenues sources to offset costs.

5G	Formal Draft Report	Consolidate all prior work into a formal draft report presenting proposed plan	1)) Report draft will be presented to Project Team for review at least ten (10) business days before review session. 2) Review session will represent Project Team's 7th meeting. 3) City to provide both verbal and written comments for revision
5H	Final Report Public Media Materials	Educate the general public regarding project progress through the issue of Final Draft Report.	1) Consultant will provide flyers and press releases notifying the general public about the presentation of the final draft report to the City at least two weeks in advance of the event. 2) Consultant will provide PDFs of the presentation and any boards or other materials within 24 hours after the event. 3) Consultant will provide a summary of meeting minutes (5I) within 48 hours after the event. 4) At the City's discretion, Consultant will provide a PDF of the draft final report to the City for posting and distribution.
5I	Report Presentation	Present the Draft Final Report to Board of Alderman or other body in a public hearing	1) City and Project Team to determine appropriate forum and occasion. 2) Report will be presented in PPT. 3) Draft report will be provided to the City of posting online, at their discretion, for review and comment. 4) Comment period not to exceed fifteen (15) business days after presentation.
5J	Final Report	Feedback from presentation and other received comments will be incorporated into a final document.	1) Final report will be issued within ten (10) business days after the close of comments. 2) PPT will be revised accordingly as well. 3) All deliverables will be provided in electronic formats to the City and one (1) hard copy.
TOTAL COST			

Responsibility	Deliverable	Estimated Labor (Hours)	Proposed Cost
DESMAN to prepare agenda and take minutes. M&M PM to attend.	Meeting agenda and meeting minutes (stand alone document).	8	\$ 1,400.00
DESMAN to prepare an official map once the study area has been defined and narrative describing the logic of the definition.	Study area map and narrative describing definition included in the technical memorandum referenced in 2F.	Included in Kick-Off estimate	Included in Kick-Off estimate
DESMAN. Note: While "Stakeholder Outreach" will occur in multiple phases of the project and it is not assumed to be confined to any particular phase. Rather DESMAN will attend meetings and hearings as requested by the City throughout the course of the engagement as opportunities arise.	Email narrative describing meetings and outcomes to be delivered after each meeting. Narratives will be condensed and included in the final draft report.	20	\$ 2,500.00
DESMAN to facilitate and document.	Brief narrative describing meeting outcomes included in the technical memorandum referenced in 2F.	Included in Kick-Off estimate	Included in Kick-Off estimate
M&M to prepare materials, reports, press statements, etc. and issue to the City. City is responsible for transmission/publication of materials.	PDFs of project deliverables, bi-weekly project updates, press releases	20	\$ 2,000.00
DESMAN. Quoted fee assumes provision of 2 Planners and 2 field surveyors to execute inventory during the course of standard (8 hour day). Based on a defined study area, plus time to prepare maps, graphics, tables, etc.	Tables, maps, and graphics plus narrative describing methodology and analysis included in the technical memorandum referenced in 2F. Tables and maps will be GIS compatible	32	\$ 4,000.00
DESMAN with City support. Quoted fee assumes provision of 2 Planners and 2 field surveyors from DESMAN to execute inventory during the course of two representative weekdays and two City personnel. Based on the defined study area, plus time to prepare maps, graphics, tables, etc. DESMAN will prepare all field survey materials and orientation for City personnel prior to execution.	Tables, maps, and graphics plus narrative describing methodology and analysis included in the technical memorandum referenced in 2F. Tables and maps will be GIS compatible	40	\$ 5,000.00
Quoted fee assumes provision of one field surveyor from DESMAN executing from 10 am until 6 pm on one representative weekday, plus time to prepare tables, graphics, etc.	Tables and graphics plus narrative describing methodology and analysis included in the technical memorandum referenced in 2F.	16	\$ 800.00

DESMAN with support from M&M.	Narrative of methodology, analysis and findings with supporting tables included in the technical memorandum referenced in 2F.	20	\$	2,500.00
DESMAN with support from M&M.	Technical memoranda consolidating all deliverables in 1B & 2A-2E to date and PPT.	24	\$	2,800.00
DESMAN, M&M and City Staff. DESMAN and M&M will each provide a project manager to make presentation and respond to questions, and DESMAN will provide personnel to record meeting minutes.	Narrative of meeting highlights/ events delivered as a stand alone document and incorporated in the final report.	12	\$	700.00

Responsibility	Deliverable	Estimated Labor (Hours)	Proposed Cost
DESMAN	Memorandum summarizing survey results (stand alone document).	24	\$ 700.00
M&M will produce materials with support from DESMAN. City is responsible for posting/ circulating materials.	Flyers, press releases, PDFs of meeting materials, meeting summary, survey summary as detailed under "Assumptions".	35	\$ 2,200.00
DESMAN will provide one PM and one specialist to conduct interviews. DESMAN will seek the City's assistance in identifying individuals to be interviewed and scheduling interviews in the most efficient manner possible. DESMAN will seek to execute interviews face-to-face whenever possible, but may need to conduct some interviews via telephone, Skype, etc.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables.	16	\$ 1,300.00
DESMAN and M&M will each provide one PM or specialist to perform reviews. DESMAN will seek the City's assistance in acquiring documentation.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables which include benchmarking with comparable/aspiration communities and review of industry best practices.	16	\$ 1,300.00
DESMAN.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables.	4	\$ 600.00
DESMAN.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables which include benchmarking with comparable/aspiration communities and review of industry best practices.	8	\$ 1,000.00

DESMAN.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables which include benchmarking with comparable/aspiration communities and review of industry best practices.	8	\$	1,000.00
DESMAN.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables which include benchmarking with comparable/aspiration communities and review of industry best practices.	8	\$	1,000.00

Responsibility	Deliverable	Estimated Labor (Hours)	Proposed Cost
DESMAN.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables which include benchmarking with comparable/aspiration communities and review of industry best practices.	8	\$ 1,000.00
DESMAN.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables which include benchmarking with comparable/aspiration communities and review of industry best practices.	8	\$ 1,000.00
DESMAN.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables which include benchmarking with comparable/aspiration communities and review of industry best practices.	8	\$ 1,000.00
DESMAN.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables which include benchmarking with comparable/aspiration communities and review of industry best practices.	8	\$ 1,000.00
DESMAN.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables which include benchmarking with comparable/aspiration communities and review of industry best practices.	8	\$ 1,000.00

DESMAN.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables which include benchmarking with comparable/aspiration communities and review of industry best practices.	4	\$	600.00
DESMAN.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables which include benchmarking with comparable/aspiration communities and review of industry best practices.	4	\$	600.00
DESMAN.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables which include benchmarking with comparable/aspiration communities and review of industry best practices.	8	\$	1,000.00

Responsibility	Deliverable	Estimated Labor (Hours)	Proposed Cost
DESMAN.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables which include benchmarking with comparable/aspiration communities and review of industry best practices.	4	\$ 600.00
DESMAN.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables which include benchmarking with comparable/aspiration communities and review of industry best practices.	8	\$ 1,000.00
DESMAN.	Narrative and analysis (as part of 3R (PPT) and 3T (Task Report) deliverables which include benchmarking with comparable/aspiration communities and review of industry best practices.	8	\$ 1,000.00
DESMAN.	PPT	8	\$ 1,400.00
DESMAN with support from M&M.	Draft Task Report	38	\$ 4,600.00
DESMAN with support from M&M.	Revised document (in final report)	6	\$ 1,000.00
DESMAN.	Narrative describing methodology and process (included in 4D task report)	16	\$ 2,200.00
DESMAN.	Maps, tables, graphics showing emerging developments (stand alone deliverables) plus narrative describing methodology and process to be included in the 4D task report.	16	\$ 2,200.00

DESMAN.	Maps, tables, graphics showing development impacts (stand alone deliverables) plus narrative describing methodology and process to be included in the 4D task report.	16	\$	2,200.00
DESMAN.	Draft Task Report	16	\$	2,000.00
DESMAN with support from M&M.	Revised document (in final report)	6	\$	1,000.00

Responsibility	Deliverable	Estimated Labor (Hours)	Proposed Cost
DESMAN and M&M.	Technical memorandum and PPT including components as outlined under "Assumptions" as well as case studies detailing implementation and benefits in comparable/ aspirational communities.	64	\$ 9,000.00
DESMAN	PPT	16	\$ 1,500.00
M&M will produce materials with support from DESMAN. City is responsible for posting/ circulating materials.	Flyers, press releases, PDFs of meeting materials, meeting summary, survey summary as detailed under "Assumptions".	35	\$ 2,200.00
DESMAN, M&M and City Staff. DESMAN and M&M will each provide a project manager to make presentation and respond to questions, and DESMAN will provide personnel to record meeting minutes.	Narrative of meeting highlights/ events delivered as a stand alone document and incorporated in the final report (5G)	20	\$ 1,200.00
DESMAN	Memorandum summarizing survey results (stand alone document) and incorporated into final report (5G).	32	\$ 1,200.00
DESMAN and M&M.	Timeline and narrative (as part of 5G final report).	20	\$ 3,000.00

DESMAN and M&M.	Draft Formal Report	30	\$	4,000.00
M&M will produce materials with support from DESMAN. City is responsible for posting/ circulating materials.	Flyers, press releases, PDFs of meeting materials, meeting summary, survey summary as detailed under "Assumptions".	35	\$	2,200.00
DESMAN, M&M and City Staff. DESMAN and M&M will each provide a project manager to make presentation and respond to questions, and DESMAN will provide personnel to record meeting minutes.	Presentation & meeting minutes.	8	\$	1,200.00
DESMAN and M&M.	Final PPT and Report.	8	\$	1,200.00
		77	\$	83,900.00



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

February 27, 2020
Memo #20-086

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR 2020 PAVING PROGRAM – CONTRACT 1 (VALUE: \$4,014,750)
DEPARTMENT: 160 ADMIN/ENGINEERING; FUNDS: BOND AND TRUST AND
169 WASTEWATER; FUND: BOND

Please see the attached communication from Daniel Hudson, P.E., City Engineer, dated February 27, 2020 for information related to this contract.

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

The City Engineer, Board of Public Works (February 27, 2020 BPW meeting) and the Purchasing Department recommend the award of this contract in an amount of **\$4,014,750** to **Sunshine Paving Corporation of Hudson, NH**.

Respectfully,


Dan Kookan
Purchasing Manager

Cc: D Hudson L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: February 27, 2020
From: Daniel Hudson, P.E., City Engineer
Engineering Department
Re: 2020 Paving Program – Contract 1

A. Motion: To approve the construction contract for the 2020 Paving Program – Contract 1 to Sunshine Paving Corporation of Hudson, NH in the amount of \$4,014,750. Funding will be through: Department: 160 Admin/Engineering; Funds: Bond and Trust; Activity: Paving and Department: 169 Wastewater; Fund: Bond; Activity: Sewer Rehab.

Discussion: The 2020 Paving Program has been divided into two contracts. There is approximately 22 miles of work with both contracts containing local and collector roadways.

The 2020 Paving Program – Contract 1 is expected to pave approximately 11.5 miles of City streets located approximately west of the turnpike. Repair methods such as shim, overlays, milling and reclamation will be used. The contract also includes replacing nonstandard and broken drainage and sewer castings.

The contract was advertised on January 9, 2020. Four contractors submitted bids on January 30, 2020 and are listed below:

Sunshine Paving of Hudson, NH	\$4,014,750.00
Continental Paving, Inc. of Londonderry, NH	\$4,571,660.00
Newport Construction Corporation of Nashua, NH	\$4,669,205.00
Brox Industries, Inc. of Dracut, MA	\$4,745,775.00

Sunshine Paving of Hudson, NH at a bid price of \$4,014,750.00 is the qualified low bidder. Sunshine Paving successfully completed the 2019 Paving Program Local and Collector Contract that was a similar size and amount as Contract 1.

City of Nashua, New Hampshire
Division of Public Works
IFB0660-013020
2020 Paving Program - Contract 1

STREETNAME	From	To	Roadway Treatment
AIRPORT RD	AMHERST ST (EB)	DEAD END	2" Mill & Overlay
AVARD ST	AMHERST ST (EB)	DEAD END	2" Mill & Overlay
BARISANO WAY	PEMBERTON RD	LUTHERAN DR	2" Mill & Overlay
BAYMEADOW DR	WATERSEdge DR	THORNTON RD	2" Mill & Overlay
BECKMANN LN	EAST DUNSTABLE RD	CUL-DE-SAC LOOP	2" Mill & Overlay
BOLIC ST	RALEIGH DR	SHELLEY DR	2" Mill & Overlay
BRAMBLE DR	GREENWOOD DR	HARRIS RD	2" Mill & Overlay
CARMINE RD	UPSTONE DR	BEAVER ST	2" Mill & Overlay
CARROLL ST	BROAD ST	MARIE ST	2" Mill & Overlay
CHERRYWOOD DR	BUCK MEADOW RD	150' E OF BAYBERRY CT	2" Mill & Overlay
CLYDESDALE CIR	EAST DUNSTABLE RD	CUL-DE-SAC	2" Mill & Overlay
DUNBARTON DR	DUBLIN AVE	BIRCH HILL DR	2" Mill & Overlay
ECHO AVE	DEAD END	CUL-DE-SAC	2" Mill & Overlay
FEDERAL HILL RD	RIDGE RD	CUL-DE-SAC LOOP	2" Mill & Overlay
FRIAR TUCK LN	LACY LN	HARRIS RD	2" Mill & Overlay
HOLLY DR	BEAVER ST	EDMOND DR	2" Mill & Overlay
HUNTERS LN	WHEATON DR	STONYBROOK RD	2" Mill & Overlay
INDIAN FERN DR	SALMON BROOK DR	SEARLES RD	2" Mill & Overlay
KIPLING ST	TENNYSON AVE	SHELLEY DR	2" Mill & Overlay
MARLOWE RD	TENNYSON AVE	SCOTT AVE	2" Mill & Overlay
MASEFIELD RD	PEELE RD	CUL-DE-SAC	2" Mill & Overlay
MILLBROOK DR	VALHALLA DR	FORDHAM DR	2" Mill & Overlay
MONICA DR	EAST DUNSTABLE RD	VIECKIS DR	2" Mill & Overlay
NANCY CT	LESLIE LN	DEAD END	2" Mill & Overlay
PEMBERTON RD	BARISANO WAY	BARISANO WAY	2" Mill & Overlay
ROWLEY ST	FOXBORO ST	DEAD END	2" Mill & Overlay
SALMON BROOK DR	SEARLES RD	INDIAN FERN DR	2" Mill & Overlay
SHEFFIELD RD	SEARLES RD	DEAD END	2" Mill & Overlay
SIOUX AVE	BEAVER ST	AC (House# 28)	2" Mill & Overlay
TAMMY CIR	GILSON RD	DEAD END	2" Mill & Overlay
TANGUAY AVE	AMHERST ST (EB)	DEAD END	2" Mill & Overlay
TRINITY DR	EDMOND DR	BEAVER ST	2" Mill & Overlay
WESTBORN DR	SHORE DR	LANTERN LN	2" Mill & Overlay
WESTRAY DR	LANGHOLM DR	LANGHOLM DR	2" Mill & Overlay
WHITFORD RD - 2	MUSKET DR	PIONEER DR	2" Mill & Overlay
COBURN AVE	PINE HILL RD	BRANDER CT	3.5" Mill & Overlay
PANTHER DR	WEST HOLLIS ST	RIVERSIDE ST	3.5" Mill & Overlay
BERWICK ST	BRADFORD ST	CANDIA ST	Reclaim
BIRCH HILL DR	WOODLAND DR	END of CITY R.O.W.	Reclaim
CANDIA ST	BRADFORD ST	BERWICK ST	Reclaim
COVEY RD	RIDGE RD	QUARRY RD	Reclaim
EAST DUNSTABLE RD	LAMB RD	AC (CITY LIMIT)	Reclaim
EMERSON RD	PINEHURST AVE	ADDISON RD	Reclaim
GREENOCK LN	NEWBURGH RD	LANGHOLM DR	Reclaim
HOWE RD	COBURN AVE	CITY LINE	Reclaim
HYANNIS ST	BROAD ST	RICHMOND ST	Reclaim
MARGATE RD	MILL POND DR	SHEFFIELD RD	Reclaim
MARIAN LN	SHINGLE MILL DR	FRIAR TUCK LN	Reclaim
MILLPOND DR	SEARLES RD	DEAD END	Reclaim
PITTSBURGH DR	CAMBRIDGE RD	TOPSFIELD DR	Reclaim
WHITFORD RD - 1	MAIN DUNSTABLE RD	MUSKET DR	Reclaim
WINCHESTER ST	RICHMOND ST	CAMPTON ST	Reclaim



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

February 27, 2020
Memo #20-087

TO: MAYOR DONCHESS
FINANCE COMMITTEE

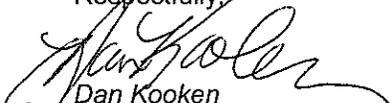
SUBJECT: CONTRACT FOR 2020 PAVING PROGRAM – CONTRACT 2 (VALUE: \$4,262,734)
DEPARTMENT: 160 ADMIN/ENGINEERING; FUNDS: BOND AND TRUST AND
169 WASTEWATER; FUND: BOND

Please see the attached communication from Daniel Hudson, P.E., City Engineer, dated February 27, 2020 for information related to this contract.

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

The City Engineer, Board of Public Works (February 27, 2020 BPW meeting) and the Purchasing Department recommend the award of this contract in an amount of **\$4,262,734** to **Sunshine Paving Corporation of Hudson, NH.**

Respectfully,



Dan Kooker
Purchasing Manager

Cc: D Hudson L Fauteux

0City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: February 27, 2020
From: Daniel Hudson, P.E., City Engineer
Engineering Department
Re: 2020 Paving Program – Contract 2

B. Motion: To approve the construction contract for the 2020 Paving Program – Contract 2 to Sunshine Paving Corporation of Hudson, NH in the amount of \$4,262,733.75. Funding will be through: Department: 160 Admin/Engineering; Funds: Bond and Trust; Activity: Paving and Department: 169 Wastewater; Fund: Bond; Activity: Sewer Rehab.

Discussion: The 2020 Paving Program has been divided into two contracts. There is approximately 22 miles of work with both contracts containing local and collector roadways.

The 2020 Paving Program – Contract 2 is expected to pave approximately 10.5 miles of City streets located approximately east of the turnpike. Repair methods such as shim, overlays, milling and reclamation will be used to rehabilitate the roadways. The work also includes replacing nonstandard and broken drainage and sewer castings.

The contract was advertised on January 23, 2020. Four contractors submitted bids on February 13, 2020 and are listed below:

Sunshine Paving of Hudson, NH	\$4,262,733.75
Brox Industries, Inc. of Dracut, MA	\$4,319,710.00
Continental Paving, Inc. of Londonderry, NH	\$4,617,435.00
Newport Construction Corporation of Nashua, NH	\$4,797,300.00

Sunshine Paving of Hudson, NH at a bid price of \$4,262,733.75 is the qualified low bidder. Sunshine Paving successfully completed the 2019 Paving Program Local and Collector Contract.

City of Nashua, New Hampshire
Division of Public Works
IFB0660-021320
2020 Paving Program - Contract 2

Street Name	From	To	Roadway Treatment
ALDER DR	LUND RD	FOX MEADOW RD	2" Mill & Overlay
ASH ST-1	LAKE ST	DEAD END	2" Mill & Overlay
CHANDLER ST-2	MORGAN ST	LINDEN ST	2" Mill & Overlay
DANFORTH RD	DANIEL WEBSTER HWY	DEAD END	2" Mill & Overlay
EASTBROOK DR	FARMINGTON RD	WESTBROOK	2" Mill & Overlay
EDWARDS ST	WEST HOLLIS ST	KINSLEY ST	2" Mill & Overlay
FARMINGTON RD	S MAIN ST	EASTBROOK DR	2" Mill & Overlay
GAFFNEY ST	WEST HOLLIS ST	NEW DUNSTABLE RD	2" Mill & Overlay
GILMAN ST-1	BALCOM ST	PINE ST	2" Mill & Overlay
GRAY AVE	GILLIS ST	BOWERS ST	2" Mill & Overlay
HUNT ST	LAKE ST	PINE ST	2" Mill & Overlay
LAFRANCE AVE	ROBY RD	LAMPLIGHTER DR	2" Mill & Overlay
LINWOOD ST	LAKE ST	NOWELL ST	2" Mill & Overlay
LOVELL ST	PINE ST	DEAD END	2" Mill & Overlay
NEW DUNSTABLE RD	KINSLEY ST	WEST HOLLIS ST	2" Mill & Overlay
PIERCE CT	PIERCE ST	DEAD END	2" Mill & Overlay
POND ST	BOWERY ST	HARBOR AVE	2" Mill & Overlay
PRESCOTT ST-1	AC (HOUSE #56)	BALDWIN ST	2" Mill & Overlay
RESERVOIR ST	MANCHESTER ST	DEAD END	2" Mill & Overlay
SOUTHINGTON ST	FARMINGTON RD	FAIRHAVEN RD	2" Mill & Overlay
WESTBROOK DR	EASTBROOK DR	FAIRHAVEN RD	2" Mill & Overlay
WHITNEY ST	CHANDLER ST	LOCK ST	2" Mill & Overlay
WILLIAMS ST	ALLDS ST	ARLINGTON ST	2" Mill & Overlay
CHANDLER ST-1	CANAL ST	MORGAN ST	3.5" Mill & Overlay
LUND RD	MAIN DUNSTABLE RD	75'E OF CALDWELL RD	3.5" Mill & Overlay
ROBINSON RD	EAST DUNSTABLE RD	DANIEL WEBSTER HWY	3.5" Mill & Overlay
ASH ST-2	AC HOUSE #35	WEST HOLLIS ST	Reclaim
BUCHANAN ST	MAIN ST	NUTT ST	Reclaim
BURNETT ST	EAST DUNSTABLE RD	DEAD END	Reclaim
DODGE ST	CONCORD ST	DEAD END	Reclaim
EARLEY ST	WOODWARD AVE	DEAD END	Reclaim
EVERGREEN ST	STEVENS ST	MORTON ST	Reclaim
FACTORY ST	MAIN ST	CHESTNUT ST	Reclaim
FARLEY ST	ELLIOT ST	HALL AVE	Reclaim
FERNWOOD ST	REVERE ST	FIELD ST	Reclaim
FIELD ST	MAIN ST	FERNWOOD ST	Reclaim
FOSSA AVE	MAIN ST	DEAD END	Reclaim
GILMAN ST-2	SAWYER ST	BALCOM ST	Reclaim
LOVEWELL ST	RITTER ST	PINE ST	Reclaim
MAJOR DR	BURKE ST (W)	BURKE ST (E)	Reclaim
MORTON ST	PARK AVE	EVERGREEN ST	Reclaim
NUTT ST	FAXON ST	LINCOLN AVE	Reclaim
ORANGE ST	CONCORD ST	CANAL ST	Reclaim
PENNICHUCK ST	CONCORD ST	DEAD END	Reclaim
PIERCE ST	KINSLEY ST	WEST HOLLIS ST	Reclaim
PRESCOTT ST-2	BALDWIN ST	BRUCE ST	Reclaim
REVERE ST	MAIN ST	LAWNDALE AVE	Reclaim
RITTER ST	KINSLEY ST	GILMAN ST	Reclaim
RUSSELL AVE	MAIN ST	DEAD END	Reclaim
WOODWARD AVE	KINSLEY ST	GILMAN ST	Reclaim



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

February 27, 2020
Memo #20-088

TO: MAYOR DONCHESS
FINANCE COMMITTEE

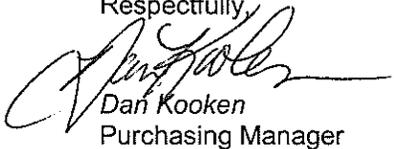
SUBJECT: CONTRACT FOR 2020 SEWER REPLACEMENT PROGRAM (VALUE: \$1,497,993)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER

Please see the attached communication from Daniel Hudson, P.E., City Engineer, dated February 27, 2020 for information related to this contract.

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

The City Engineer, Board of Public Works (February 27, 2020 BPW meeting) and the Purchasing Department recommend the award of this contract in an amount of **\$1,497,993** to **SUR Construction West, Inc. of Winchester, NH.**

Respectfully,



Dan Kooker
Purchasing Manager

Cc: D Hudson L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: February 27, 2020
From: Daniel Hudson, P.E., City Engineer
Engineering Department
Re: 2020 Sewer Replacement
Construction

D. Motion: To approve the award of the construction contract for the 2020 Sewer Replacement Project to SUR Construction West, Inc. of Winchester, NH in the amount of \$1,497,993. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Activity: Sewer Rehab.

Discussion: The annual sewer program addresses failing, aged sewers and associated structures and piping. This 2020 Sewer Replacement project is expected to replace approximately 3,000 linear feet of sewer mains along with connecting drainage basins and pipes. The streets included in this contract include Crescent, Crown, Factory, Fifield, Locust Orange and Summer along with miscellaneous other locations in the downtown area of the City.

Six bids were received on February 12 as follows:

SUR Construction West of Winchester, NH	\$1,497,993
Albanese D&S, Inc. of Dracut, MA	\$2,272,428
Defelice Corporation of Dracut, MA	\$2,281,650
Newport Construction Corp. of Nashua, NH	\$2,464,695
N Granese & Sons, Inc. of Salem, MA	\$2,929,255
J.A. Polito & Sons, Inc. of Shrewsbury, MA - not accepted	\$3,599,430

The low bid was reviewed and found to be acceptable. SUR Construction West has performed satisfactorily on other sewer projects with other public works entities in New Hampshire based on review of previous projects and references. Work is expected to start as early as April to address significant pipe issues.



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

February 27, 2020
Memo #20-089

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR 2020 LANDFILL GAS COLLECTION AND CONTROL SYSTEM
EXPANSION – CHANGE ORDER 2 (VALUE: \$287,565)
DEPARTMENT: 168 SOLID WASTE; FUND: BOND

Please see the attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated February 27, 2020 for the information related to this contract.

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, the Board of Public Works (February 27, 2020 meeting) and the Purchasing Department recommend the award of this contract change order 2 in an amount of **\$287,565 to SCS Field Services of Reston, VA.**

Respectfully,

Dan Kooker
Purchasing Manager

Cc: J Lafleur L Fautuex

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: February 27, 2020
From: Jeff Lafleur, Superintendent
Solid Waste Department
Re: 2020 Landfill Gas Collection and Control System Expansion Change Order #2

A. Motion: To approve Change Order #2 to the contract with SCS Field Services of Reston, VA in the amount of \$287,565 for the expansion of the Four Hills Landfill Gas Collection and Control System (GCCS). Funding will be through Department: 168 Solid Waste; Fund: Bond; Activity: Landfill Gas Expansion FY20.

Attachments: Schedule of Values

Discussion: The City issued Change Order #1 to SCS Field Services to repair a gas header that has failed. While SCS is onsite to do the repairs this month the Solid Waste Department and Sanborn Head decided to have them install more wells and to make additional repairs to the Landfill Gas Collection and Control System (GCCS). The additional GCCS work was going to be completed this year to ensure the system is capturing emissions and controlling odors. By doing the work now, while SCS is already onsite, the Solid Waste Department is saving the City future mobilization charges.

The Solid Waste Department's engineering firm, Sanborn Head and Associates, Inc. (SHA) prepared the scope of work that will be performed in Change Order #2. This work is required to control odors, mitigate fugitive methane surface emissions and comply with the NHDES approved Operating Plan – Phase II Secure Landfill Expansion and the Landfill Gas Collection System Enhanced Monitoring Protocol/Standard Operating Procedures (EMP/SOP).

CHANGE ORDER

No.2

PROJECT: 2019 Landfill Gas System Expansion

OWNER'S CONTRACT NO: IFB0593-080919

EXECUTED CONTRACT DATE: September 19, 2019

DATE OF ISSUANCE: Upon City Approval EFFECTIVE DATE: Upon City Approval

OWNER: City of Nashua, NH

OWNER's Purchase Order NO.: 152614

CONTRACTOR: SCS Field Services

ENGINEER: Sanborn Head & Associates

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

Description: For the replacement of a vacuum header.

Justification: During the construction of Phase I/II for the Landfill Gas Collection System, which included new horizontal and vertical gas wells, one of the main vacuum headers in the Landfill began showing signs of failure (e.g. loss of vacuum to several gas collectors). The Engineer, Sanborn Head Associates, has prepared a construction design for the replacement of the vacuum header.

Attachment(s): Sanborn Head Associates Schedule of Values

Summary

<p style="text-align: center;"><u>CHANGE IN CONTRACT PRICE:</u></p> <p>Original Contract Price</p> <p style="text-align: center;">\$323,470</p>	<p style="text-align: center;"><u>CHANGE IN CONTRACT TIMES:</u></p> <p>Original Contract Times</p> <p>Final completion: <u>December 18, 2019</u> Ready for final payment: <u>January 17, 2020</u></p>	
<p>Net changes from previous Change Orders</p> <p style="text-align: center;">\$135,140</p>	<p>Net change from previous Change Orders</p> <p>Final completion: <u>May 1, 2020</u> Ready for final payment: <u>May 31, 2020</u></p>	
<p>Contract Price prior to this Change Order</p> <p style="text-align: center;">\$458,610</p>	<p>Contract Times prior to this Change Order</p> <p>Final completion: <u>December 18, 2019</u> Ready for final payment: <u>January 17, 2020</u></p>	
<p>Net Increase (decrease) of this Change Order</p> <p style="text-align: center;">\$287,565</p>	<p>Net Increase (decrease) of this Change Order</p> <p>Final completion: <u>June 1, 2020</u> Ready for final payment: <u>June 30, 2020</u></p>	
<p>Contract Price with all approved Change Orders</p> <p style="text-align: center;">\$746,175</p>	<p>Contract Times with all approved Change Orders</p> <p>Final completion: <u>June 1, 2020</u> Ready for final payment: <u>June 30, 2020</u></p>	
<p style="text-align: center;"><u>RECOMMENDED:</u></p> <p>By: _____ Sanborn Head & Associates Engineer (Authorized Signature)</p> <p>Date: _____</p>	<p style="text-align: center;"><u>ACCEPTED:</u></p> <p>By: _____ SCS Field Services Contractor (Authorized Signature)</p> <p>Date: _____</p>	<p style="text-align: center;"><u>APPROVED:</u></p> <p>By: _____ Mayor Jim Donchess Owner (Authorized Signature)</p> <p>Date: _____</p>

Schedule of Values
2019 Landfill Gas System Expansion - Change Order

Four Hills Landfill
Nashua, New Hampshire
Prepared February 3, 2020

Item No.	Description	Quantity (w/ units)		Bid Unit Cost (\$/units)		Extended Prices (\$)
1	Mobilization/Demobilization	1	LS	\$24,000	LS	\$24,000
2	Pipe Trench					
	a. Single Pipe - 2"Ø SDR 9 HDPE Compressed Air Pipe	630	LF	\$45.00	LF	\$28,350
	b. Single Pipe - 3"Ø SDR 11 HDPE Condensate Main	115	LF	\$47.00	LF	\$5,405
	c. Single Pipe - Perforated Pipe Collection Trench	1,665	LF	\$55.00	LF	\$91,575
	d. Single Pipe - 4"Ø Solid SDR 17 HDPE Pipe Trench	185	LF	\$86.00	LF	\$15,910
	e. Single Pipe - 6"Ø Solid SDR 17 HDPE Pipe Trench	545	LF	\$84.00	LF	\$45,780
	f. Dual Pipe Trench - 2"Ø SDR 9 HDPE Compressed Air Pipe & 3"Ø SDR 11 HDPE Condensate Main	125	LF	\$81.00	LF	\$10,125
	g. Three-Pipe Trench - 2"Ø SDR 9 HDPE Compressed Air Pipe, 3"Ø SDR 11 HDPE Condensate Main, and 6"Ø Solid SDR 17 HDPE Gas Conveyance Pipe	135	LF	\$52.00	LF	\$7,020
	h. Three-Pipe Trench - 2"Ø SDR 9 HDPE Compressed Air Pipe, 3"Ø SDR 11 HDPE Condensate Main, and 4"Ø perforated SDR 17 HDPE Pipe in crushed stone	500	LF	\$72.00	LF	\$36,000
	i. Three-Pipe Trench - 12"Ø SDR 17 HDPE Gas Conveyance Pipe, 3"Ø SDR 11 HDPE Condensate Main, and 4"Ø perforated SDR 17 HDPE Pipe in crushed stone	250	LF	\$88.00	LF	\$22,000
	j. Four-Pipe Section - 12"Ø SDR 17 HDPE Gas Conveyance Pipe, 3"Ø SDR 11 HDPE Condensate Main, 2"Ø SDR 9 HDPE Compressed Air Pipe, and 4"Ø perforated SDR 17 HDPE Pipe in crushed stone	370	LF	\$92.00	LF	\$34,040
	k. Condensate Main Cleanouts	2	EA	\$1,300.00	EA	\$2,600
	l. Compressed Air Pipe Isolation Valves	3	EA	\$800.00	EA	\$2,400
	m. Cut & Connect to Existing 12"Ø HDPE Pipe	1	EA	\$2,000.00	EA	\$2,000
3	Wellhead Assemblies (8 new, reuse 5 existing)	13	EA	\$700.00	EA	\$9,100
4	Remote Well Connection	1	EA	\$3,200.00	EA	\$3,200
5	Bentonite Seals	20	EA	\$2,900.00	EA	\$58,000
6	Decommission Existing Gas Collection Trenches	5	EA	\$1,000.00	EA	\$5,000
7	Condensate Trap Drain Repair	1	LS	\$5,200.00	LS	\$5,200
8	Survey	1	LS	\$15,000.00	LS	\$15,000
Change Order # 1 and #2 Total						\$422,705
Less Previously Approved Change Order #1						(\$135,140)
Change Order # 2 Total						\$287,565

Notes:

- Quantities were obtained from drawings titled "2019 Landfill Gas System Expansion - Change Order," dated February 2020.
- All pipe lengths in the table above are plan view lengths (2D) and do not account for slope.



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

February 27, 2020
Memo #20-090

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR SINGLE STREAM RECYCLING – AMENDMENT #2 – TWO YEAR
EXTENSION (VALUE: NOT-TO-EXCEED \$400,000)
DEPARTMENT: 168 SOLID WASTE; FUND: SOLID WASTE

Please see the attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated February 27, 2020 for the information related to this contract.

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, the Board of Public Works (February 27, 2020 meeting) and the Purchasing Department recommend the award of this contract amendment #2 in an amount not to exceed **\$400,000 to Casella Recycling LLC of Charlestown, MA.**

Respectfully,

A handwritten signature in black ink, appearing to read 'Dan Kookan'.

Dan Kookan
Purchasing Manager

Cc: J Lafleur L Fautuex

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: February 27, 2020
From: Jeff Lafleur, Superintendent of Solid Waste
Re: Single Stream Recycling Contract

B. Motion: To approve Amendment #2 for a two year extension to the contract with Casella Recycling LLC of Charlestown, MA for the transportation and processing of the City's single stream recyclables for an amount not to exceed \$400,000 annually. Funding through Department 168 Solid Waste; Fund: Solid Waste; Account Classification: 55 Other Contracted Services.

Attachment: Casella Recycling Agreement Amendment #2

Discussion: The recycling commodities markets continue to struggle with depressed prices. The City's contract for recycling with Casella ends on June 30, 2020 and the City of Nashua needs to secure a vendor. The Solid Waste Superintendent, after looking at other community's costs for recycling, has determined that remaining with Casella is the best option available. Continuing with Casella allows the Solid Waste Department to keep a more favorable cost structure that would otherwise not be available.

The Solid Waste Department has worked with Casella Recycling for six years. Their strength in today's difficult markets and their willingness to work with the City of Nashua to keep our costs down leads us to recommend that the contract for single stream recycling with Casella should be extended for the next two years in an amount not to exceed \$400,000 annually pending budget approval.

**AMENDMENT No. 2
TO
CONTRACT
FOR INDEPENDENT CONTRACTOR**

**SINGLE STREAM RECYCLABLE MATERIAL PROCESSING
RFP1058-022318**

**BETWEEN
CITY OF NASHUA
AND
CASELLA RECYCLING, LLC**

This **AMENDMENT No. 2**, dated _____ is attached to and made part of the **CONTRACT FOR INDEPENDENT CONTRACTOR** between the City of Nashua, New Hampshire and Casella Recycling, LLC for Single Stream Recyclable Material Processing (RFP1058-022318) dated September 10, 2018 (“AGREEMENT”).

WHEREAS, Section 28 of the **AGREEMENT’s** General Terms and Conditions allows for written amendments to the Agreement when signed by both parties;

WHEREAS, both parties wish to extend the term and renew the pricing for an additional two (2) years.

NOW, therefore, in consideration of the mutual covenants contained herein, the parties hereby mutually agree as follows:

1. That the period of performance for this **AMENDMENT No. 2**, shall be for two (2) years commencing on July 1, 2020 and terminating on June 30, 2022. Each year is subject to annual budget appropriations and at the City of Nashua's sole discretion. A separate/amended purchase order shall be issued for each year of the contract.

2.

A. **INDEPENDENT CONTRACTOR** agrees to perform the work, under this **AMENDMENT No. 2**, in accordance with pricing formula, attached; and

B. that the City of Nashua will accept glass at \$16.00/ton and a minimum of 1,000 tons per month, for a total cost not to exceed

FOUR HUNDRED THOUSAND DOLLARS (\$ 400,000.00) annually, for the term of AMENDMENT No. 2.

3. All other terms and conditions of the **AGREEMENT** shall remain in force until the completion of the work authorized under this **AMENDMENT No.2**.

**AMENDMENT No. 2
TO
CONTRACT
FOR INDEPENDENT CONTRACTOR**

**SINGLE STREAM RECYCLABLE MATERIAL PROCESSING
RFP1058-022318**

**BETWEEN
CITY OF NASHUA
AND
CASELLA RECYCLING, LLC**

4. This AMENDMENT No. 2, with attachments, along with the AGREEMENT, CHANGE ORDER No. 1 dated April 12, 2019, and AMENDMENT No.1 dated June 11, 2019 constitutes the entire AGREEMENT and understanding between the parties and supersedes all prior agreements and understandings relating hereto.

OWNER:

INDEPENDENT CONTRACTOR:

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 DIVISION OF PUBLIC WORKS SOLID WASTE DEPARTMENT

REQUEST FOR PROPOSALS
SINGLE STREAM RECYCLABLE MATERIALS PROCESSING
RFP1058-022318

ATTACHMENT B - PROPOSAL COSTS

<p>CEILING PRICE per ton</p> <p>Highest cost per ton that could be charged for processing recyclables from City (estimated annual tonnage: 5000 - 5500 tons)</p>	<p><u>\$ 150.00</u> / ton</p>
<p>TRANSPORTATION COST per load</p> <p>(estimated annual # loads: 300)</p>	<p><u>\$ 275.00</u> / load</p>
<p>Name of Hauling company, if different from vendor</p>	<p>CASELLA</p>
<p>Formula that would reduce Processing Costs or produce revenue sharing</p> <p>List indexes used to calculate recycling costs</p>	<p>Casella A.C.R. covering Community Revenue R.R. threshold of \$8000 with a 50% Revenue Share when A.C.R. is above threshold and Dollar for Dollar charge to customer when under threshold. Current charge to Ashua, based on this the A.C.R. Formula Price calculations is:</p>

EXCEPTIONS:

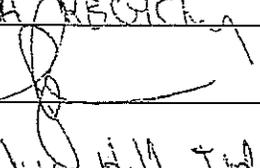
N/A

\$ 74.56 per ton charge / February

CITY OF NASHUA DIVISION OF PUBLIC WORKS SOLID WASTE DEPARTMENT

REQUEST FOR PROPOSALS
SINGLE STREAM RECYCLABLE MATERIALS PROCESSING
RFP1058-022318

Bidder: CASMA RECYCLING LLC

Authorized Signature: 

Address: 24 Amber Hill Industrial Park

Email Address: DOB.CAPRONI@CASMA.COM

Phone: 603-242-7746 Fax: 603-241-5506

ATTACHMENT B



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

February 27, 2020

Memo #20-091

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: PURCHASE OF HAYES PUMP, FAIRBANKS PUMP NORTHGATE PUMP STATION
(VALUE: \$30,307)
DEPARTMENT: 169 WASTEWATER; FUND: WASTEWATER

Please see the attached communication from David L. Boucher, Superintendent Wastewater Department dated February 27, 2020 for the information related to this contract.

Pursuant to § 5-84. Special purchase procedures. The competitive bidding process shall not apply to the following special purchases: (4) Sole-source procurements, where the proposed purchase is manufactured by only one company.

The Superintendent Wastewater Department, the Board of Public Works (February 27, 2020 meeting) and the Purchasing Department recommend this purchase in the amount **\$30,307** to **Hayes Pump, Inc.** of **Concord, MA.**

Respectfully,



Dan Kooker
Purchasing Manager

Cc: D Boucher L Fautuex

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: February 27, 2020
From: David L. Boucher, Superintendent
Wastewater Department
Re: Replacement of Pump at Northgate Pump Station

B. Motion: To approve the purchase of a Fairbanks brand vertical solids handling pump from Hayes Pump, Inc., of Concord, MA for the amount of \$30,307. Funding will be through Department 169 Wastewater.; Fund: Wastewater; Account Category: 71 Equipment.

Attachments: Quote

Discussion: The Northgate Pump Station is the biggest pump station within the City and operates with two pumps - one in use and one as a backup. It is currently running one old pump and one new pump. The Wastewater Facility would like to purchase a spare new pump to have on the shelf in the event of a failure. The lead time on these pumps is 12-14 weeks, and if there is failure of the pump station, it could mean no sewer services for any of the connected area.

The Fairbanks brand vertical solids handling pump that is in the attached quote is a direct replacement to the failed pump. Hayes Pump, Inc. is the local distributor of Fairbanks, making this a sole source purchase.

QUOTATION



Quote From:
 Hayes Pump, Inc- (01-WC)
 66 Old Powder Mill Road
 Concord MA 01742
 US

Quote Number	Quote Date	Payment Terms	FOB
00130504	2/10/2020	NET 30 DAYS	Shipping point

Sell Loc: 01

Cust PO: .

Mark #:

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CITY OF NASHUA
 ACCOUNTS PAYABLE DEPT
 229 MAIN ST/ PO BOX 2019
 NASHUA NH 03061
 US

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CITY OF NASHUA
 WASTEWATER TREATMENT PLAN
 SAWMILL RD
 NASHUA NH 03061
 US

Thank you for your inquiry.

Terms-

FOB: Shipping Point.
 Freight: Prepaid & Added to Invoice.
 Estimated Shipment: 12 to 14 Weeks ARO.
 Estimated Shipping Weight: 1400 LBS.
 Quotation is valid 30 days.

LINE	ITEM / DESCRIPTION	QUANTITY UOM	UNIT PRICE DISCOUNT	NET UNIT PRICE EXTENDED PRICE
0010	6" B5444 PUMP UNIT (130504) FAIRBANKS VERT SLDS HNDLG 15HP 900RPM 6" VERTICAL COUPLED SOLIDS HANDLING PUMP STANDARD FITTED CONSTRUCTION WITH STAINLESS STEEL CASING AND IMPELLER WEAR RING WITH A VERTICAL BASE DRIVEN BY A 15HP 900RPM 3/60/460V 324HPV PREMIUM EFF MARATHON MOTOR. INCLUDES CERTIFIED HYDRO. ROTATION: CCW DISCHARGE POSITION: PLEASE PROVIDE POSITION CONDITIONS OF SERVICE: 800 GPM @ 43FT	1.00 EA	30,307.0000	30,307.0000 30,307.00
			Total Price	30,307.00

Payment terms are subject to Credit Approval.

The parties agree that this quote and any order arising from it are expressly subject to and incorporate by reference Hayes' Terms of Sale which are available at <http://hayespump.com/Terms>. Customer's acceptance of this quotation is expressly conditional on Customer's assent to such incorporated Terms of Sale.

*Please send a copy of your tax exempt certificate when placing your order.
 Email the tax certificate to tmackenzie@hayespump.com or fax to 978-369-8461.*

Sales Rep(s): Alan Hummer

Questions? Phone: 978 369-8800 Nicole Fernandes - nfernandes@hayespump.com Fax: 978 369-8461