

FINANCE COMMITTEE

APRIL 15, 2020

7:00 PM

Call in Number: 978-990-5298 Access Code: 273974

If there is a problem with the audio, please dial 603-821-2049 to advise.

ROLL CALL

COMMUNICATIONS

- From: Mayor Jim Donchess
Re: Emergency PO Request - \$94,400 for Change Order 2 for 2019 Asphalt Testing from S.W. Cole Engineering, Inc.
- From: Bruce Codagnone, IT Director
Re: Annual Software Maintenance
- From: Kim Kleiner, Director of Administrative Services
Re: D.L. King & Associates, Chamber Renovations, Change Order
- From: Dan Kookan, Purchasing Manager
Re: FY21 Unleaded Fuel Contract – City of Nashua (Value Estimated \$337,986), Department: 186 Transportation; Fund: Various Department's General Funds and Grant Funds
- From: Dan Kookan, Purchasing Manager
Re: Contract for Professional Services with Property Valuation Advisors (Value: \$35,000) Department: 132 Assessing; Fund: General Fund – Overlay
- From: Dan Kookan, Purchasing Manager
Re: Contract for Aquatic Invasive Species Control and Management (Value \$91,567) Department: 181 Community Development; Funds: General \$22,547 and Grant \$35,196; 177 Parks & Recreation; Fund: Trust \$33,824
- From: Dan Kookan, Purchasing Manager
Re: 2019 CIPP Program - Change Order 2 (Value: \$1,500,000) Department: 169 Wastewater; Fund: Bond
- From: Dan Kookan, Purchasing Manager
Re: Purchase of Replacement Warehouse Box Truck (Value \$45,728) Department: 181 Community Development; Fund: Trust, Activity: CERF
- From: Dan Kookan, Purchasing Manager
Re: Purchase of Replacement Grounds Maintenance Vehicle (Value \$46,039), Department: 181 Community Development; Fund: Trust, Activity: CERF
- From: Dan Kookan, Purchasing Manager
Re: Contract with Caterpillar for Certified Rebuild for Compactor #52 (Value: Not-To-Exceed \$500,000), Department: 168 Solid Waste; Fund: Solid Waste
- From: Dan Kookan, Purchasing Manager
Re: Contract for (Value \$1,271,700) Department: 170 Hydroelectric Operations; Funds: Bond

UNFINISHED BUSINESS - None

NEW BUSINESS – RESOLUTIONS

NEW BUSINESS – ORDINANCES

RECORD OF EXPENDITURES

GENERAL DISCUSSION

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT

Jim Donchess

Mayor • City of Nashua

To: Board of Aldermen
Filed With: Sue Lovering, City Clerk
From: Jim Donchess
Date: March 25, 2020
Re: Emergency PO Request – \$94,400 for Change Order 2 for 2019 Asphalt Testing from S.W. Cole Engineering, Inc.

REC'D CITY CLERK'S OFFICE
MAY 5 12 00 PM '20

Pursuant to 5-90 (G) of the NRO, I have authorized Emergency Purchase Order Request for \$94,400 for Change Order 2 for 2019 Asphalt Testing from S.W. Cole.

Included is a copy of the Change Order provided by DPW to Dan Kookan, Purchasing Manager, detailing this emergency work.

Once filed with the City Clerk's office a Requisition will entered and a PO generated that will allow this Change Order to be implemented.

Thank you,

cc: DPW Administration

Summary

<u>CHANGE IN CONTRACT PRICE:</u>		<u>CHANGE IN CONTRACT TIMES:</u>	
Original Contract Price	\$48,600.00	Original Contract Times	Substantial completion: Oct 15, 2019 Ready for final payment: Oct 31, 2019
Net changes from previous Change Orders	\$22,800.00	Net change from previous Change Orders	None
Contract Price prior to this Change Order	\$71,400.00	Contract Times prior to this Change Order	Substantial completion: Oct 15, 2019 Ready for final payment: Oct 31, 2019
Net Increase (decrease) of this Change Order	\$94,400.00	Net Increase (decrease) of this Change Order	365 Days
Contract Price with all approved Change Orders	\$165,800.00	Contract Times with all approved Change Orders	Substantial completion: Oct 15, 2020 Ready for final payment: Oct 31, 2020
<u>RECOMMENDED:</u>	<u>ACCEPTED:</u>	<u>APPROVED:</u>	
By: <u>Mark Saunders</u> DPW Engineer (Authorized Signature)	By: <u>[Signature]</u> (Authorized Signature)	By: <u>[Signature]</u> Mayor Jim Donnelly Owner (Authorized Signature)	
Date: <u>03-23-2020</u>	Date: <u>03-24-20</u>	Date: <u>4/3/20</u>	

Summary

<u>CHANGE IN CONTRACT PRICE:</u>		<u>CHANGE IN CONTRACT TIMES:</u>	
Original Contract Price		Original Contract Times	
\$48,600.00		Substantial completion: Oct 15, 2019	Ready for final payment: Oct 31, 2019
Net changes from previous Change Orders		Net change from previous Change Orders	
\$22,800.00		None	
Contract Price prior to this Change Order		Contract Times prior to this Change Order	
\$71,400.00		Substantial completion: Oct 15, 2019	Ready for final payment: Oct 31, 2019
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$94,400.00		365 Days	
Contract Price with all approved Change Orders		Contract Times with all approved Change Orders	
\$165,800.00		Substantial completion: Oct 15, 2020	Ready for final payment: Oct 31, 2020
<u>RECOMMENDED:</u>	<u>ACCEPTED:</u>	<u>APPROVED:</u>	
By: <u>Mark Saunders</u>	By: <u></u>	By: <u>Mayor Jim Donchess</u>	
DPW Engineer (Authorized Signature)	Contractor (Authorized Signature)	Mayor Jim Donchess Owner (Authorized Signature)	
Date: <u>03-23-2020</u>	Date: <u>03-24-20</u>	Date: _____	

**City of Nashua, New Hampshire
Division of Public Works
Schedule of Values - 2019 Asphalt Testing**

<u>Item No.</u>	<u>Unit Price</u>	<u>Units</u>	<u>Item Description</u>	Additional Quantity	Total Price in figures
Change Order 2 Quantities					
A	\$25.00	EA	Bulk Density Test (Cores will be collected by the Paving Contractor)	175	\$ 4,375.00
B	\$95.00	EA	Theoretical Maximum Density Test (Cores will be collected by the Paving Contractor)	175	\$ 16,625.00
C	\$50.00	EA	Asphalt Pickup (from DPW Office)	30	\$ 1,500.00
D	\$70.00	HR	HMA Plant Technician for Plant Inspection and Testing (Including Mileage)	800	\$ 56,000.00
E	\$70.00	HR	Field Technician for On-Site Inspection and Testing of Reclaimed Roads (Including Mileage)	200	\$ 14,000.00
F	\$45.00	Day	Density Gage Daily Rental Fee	20	\$ 900.00
G	\$1,000.00	Lump Sum	Project Manager Oversight	1	\$ 1,000.00
				Total Change Order in Figures	\$ 94,400.00



March 3, 2020

TO: MAYOR Donchess
FINANCE COMMITTEE

SUBJECT: Annual Software Maintenance

This request is to pay for the annual software maintenance required for the continued operation of the Lawson application suite.

Bruce Codagnone
CIO / IT Director

A handwritten signature in cursive script that reads "Bruce R. Codagnone".

Cc: K. Kleiner
D. Kooken



Invoice	Invoice Date	Due Date
P - 366692-US0AB	03/02/2020	05/31/2020

Invoice

Bill to: City of Nashua
 229 Main Street
 Nashua, NH 03060
 USA
 Attn: June Lehman

Deliver To: City of Nashua
 229 Main Street
 Nashua, NH 03060
 USA
 Attn: Server Location

Customer No.	Tax Reg. No.	Customer PO No.	Currency	
73517-L			USD	Maintenance Renewal

Description	Location	Type	QTY	Users	Start Date	End Date
MF Visual COBOL for Windows Compiler	Nashua	TEST	1	1	07/01/2020	06/30/2021
MF COBOL Server Application Runtime - Windows	Nashua	TEST	1	10	07/01/2020	06/30/2021
Requisition Center	Nashua	PROD	1	125	07/01/2020	06/30/2021
Lawson Enterprise Search	Nashua	PROD	1	1	07/01/2020	06/30/2021
Smart Office	Nashua	PROD	1	2	07/01/2020	06/30/2021
Teacher Contract Admin	Nashua	PROD	1	1500	07/01/2020	06/30/2021
Strategic Sourcing	Nashua	PROD	1	10	07/01/2020	06/30/2021
Lawson Business Intelligence- (CPU Core Based) S3	Nashua	PROD	1	8	07/01/2020	06/30/2021
Project Accounting And Bill Rev Mgmt	Nashua	PROD	1	25	07/01/2020	06/30/2021
Human Resources Package	Nashua	PROD	1	3500	07/01/2020	06/30/2021
Contract Management	Nashua	PROD	1	10	07/01/2020	06/30/2021
Lawson System Foundation	Nashua	PROD	1	8	07/01/2020	06/30/2021
Smart Office	Nashua	PROD	1	1	07/01/2020	06/30/2021
Financial Procurement Package	Nashua	PROD	1	95	07/01/2020	06/30/2021
Design Studio	Nashua	PROD	1	5	07/01/2020	06/30/2021
No. American Payroll Package	Nashua	PROD	1	3500	07/01/2020	06/30/2021

Carry Forward

0.00



Invoice	Invoice Date	Due Date
P - 366692-US0AB	03/02/2020	05/31/2020

Invoice

Description	Location	Type	QTY	Users	Start Date	End Date
Microsoft Office Add Ins	Nashua	PROD	1	40	07/01/2020	06/30/2021
Lawson Budgeting And Planning	Nashua	PROD	1	30	07/01/2020	06/30/2021
Grant Management Package	Nashua	PROD	1	25	07/01/2020	06/30/2021
Employee & Manager Self-Serve	Nashua	PROD	1	2500	07/01/2020	06/30/2021
Infor Lawson Project Accounting And Bill Rev Mgmt Inquiry	Nashua	PROD	1	47	07/01/2020	06/30/2021
Infor Lawson Financial Procurement Package Inquiry	Nashua	PROD	1	115	07/01/2020	06/30/2021
MF Visual COBOL for Windows Compiler	Nashua	PROD	1	1	07/01/2020	06/30/2021
MF COBOL Server Application Runtime - Windows	Nashua	PROD	1	90	07/01/2020	06/30/2021
Infor Process Automation	Nashua	PROD	1	12	07/01/2020	06/30/2021
Landmark Technology Runtime	Nashua	PROD	1	12	07/01/2020	06/30/2021
Infor Notifications	Nashua	PROD	1	1	07/01/2020	06/30/2021
Infor Landmark Administrator	Nashua	PROD	1	1	07/01/2020	06/30/2021
TAX(Type RE - NH) 0.00						

Carry Forward 0.00



Invoice	Invoice Date	Due Date
P - 366692-US0AB	03/02/2020	05/31/2020

Invoice

Description	Location	Type	QTY	Users	Start Date	End Date
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For renewal questions, please contact Kelly Bergfalk, Subscription Services Manager
 Phone: +14704819695
 Email: Kelly.Bergfalk@infor.com

Remit to:

Infor (US), INC.
 NW 7418
 PO Box 1450
 Minneapolis, MN 55485-7418
 USA
 Cash.Applications@infor.com
 Wire to: Wells Fargo Bank
 ABA# 121000248
 Acct. # 4124017351

Please pay invoice by due date to avoid interruptions in support.

Net	Tax	Total:
256,920.52	0.00	256,920.52

Payment Terms:

See Due Date.

Special Instructions:

For questions, please contact Infor (US), Inc. at 678-319-8000 or email Infor.Collections@infor.com

Invoice Total: USD 256,920.52

13560 Morris Rd. Suite 4100 Alpharetta, GA 30004 USA
 678-319-8000 Federal ID# 20-3469219

Failure to pay renewal fees when due will affect your continued support coverage and will incur additional fees
 Please refer to <http://www.infor.com/support/reinstatement-policy/> for further details



LAWSON SOFTWARE CUSTOMER AGREEMENT
MASTER TERMS AND CONDITIONS

Agreement No: 00004347.0

Customer Name:	City of Nashua
Address:	229 Main St.
City:	Nashua
State/Zip or Province/Postal Code:	New Hampshire 03060
Country:	United States

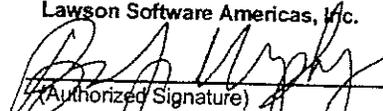
These Lawson Software Customer Agreement Master Terms and Conditions ("Master Terms and Conditions") are entered into by each respective Lawson Group company named below and in each Order Form, and the customer entity named above and in each Order Form. These Master Terms and Conditions are effective as of the latest date signed below after all Parties have signed.

The entire Lawson Software Customer Agreement includes these Master Terms and Conditions, and each Order Form, Statement of Work and other written agreement entered into by Customer and any Lawson Group company at any time and which refers to these Master Terms and Conditions (collectively, the "Agreement").

Lawson must receive an original manually signed Customer signature on these Master Terms and Conditions, unless Lawson elects to accept a copy of these Master Terms and Conditions signed in counterparts and/or delivered by fax, pdf or other means that displays the original or a copy of the signatures. Any subsequent Order Form or Statement of Work may be signed and delivered in the same manner or as described in that Order Form or Statement of Work.

The Agreement contains the complete agreement with Customer concerning any products, software, maintenance or services provided by any Lawson Group company, and supersedes all purchase orders, presentations, demonstrations, requests for proposal and proposals.

Lawson Software Americas, Inc.

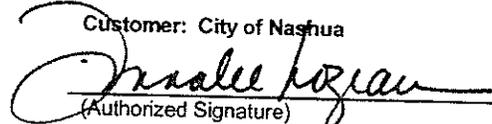

(Authorized Signature)

Brian J. MURPHY
(Printed Name)

V.P. & General Manager, Public Sector
(Title)

5/18/2010
(Date)

Customer: City of Nashua


(Authorized Signature)

Donzlee Lozeau
(Printed Name)

Mayor
(Title)

5.28.10
(Date)

Lawson Software Customer Agreement Master Terms and Conditions

The following Master Terms and Conditions supplement and govern each Order Form, Statement of Work and other written agreement entered into by Customer and any Lawson Group company at any time:

1. Definitions. The following defined terms are in addition to the definitions contained in each applicable Order Form or SOW:
 - 1.1 "Agreement" or "Lawson Software Customer Agreement" means these Master Terms and Conditions and each Order Form.
 - 1.2 "Cure Period" means the time after notice from Customer, reasonably required for Lawson to cure a breach under Lawson's then current Maintenance or Services practices.
 - 1.3 "Customer" means the customer entity that has signed these Master Terms and Conditions and each Order Form.
 - 1.4 "Documentation" means all help screens or other electronic or printed material describing the operation of the Software and made available by Lawson or a Third Party Supplier. Documentation excludes all marketing materials, proposals, demonstrations and other promotional information.
 - 1.5 "Escrow Agreement" means the separate escrow agreement, if any, entered into by the escrow agent appointed by Lawson.
 - 1.6 "Initial Maintenance Period" means the initial period of Maintenance specified in an applicable Order Form.
 - 1.7 "Intellectual Property Rights" means all copyrights, patent rights, confidentiality rights, trade secret rights and trademark rights.
 - 1.8 "Lawson" means each respective Lawson Group company that has entered into the Agreement with Customer.
 - 1.9 "Lawson Documentation" means the Documentation for the Lawson Products.
 - 1.10 "Lawson Group" means Lawson Software, Inc. and each of its direct and indirect subsidiaries.
 - 1.11 "Lawson Partner" means each entity that is then currently appointed as a "Lawson Partner" by Lawson Group.
 - 1.12 "Lawson-Maintained Products" means the unmodified Products denoted "LMP" in an Order Form while eligible for Maintenance.
 - 1.13 "Lawson Product" means each Product described in an Order Form, excluding Third Party Products.
 - 1.14 "License" means the rights granted in Section 2.
 - 1.15 "License Term" means perpetual, unless a shorter term is specified in the applicable Order Form or the License is terminated pursuant to the Agreement.
 - 1.16 "Limited Offering" means software, maintenance and/or services that are designated as "LO" in an Order Form.
 - 1.17 "Maintenance" means the level of maintenance and support services described in an Order Form and in the Support Operations Handbook, and purchased by Customer for the Lawson-Maintained Products listed in that Order Form.
 - 1.18 "Maintenance Period" means: (a) the Initial Maintenance Period or (b) any renewal period of Maintenance under Section 4 or under the applicable Order Form.
 - 1.19 "Maintenance Warranty" is defined in Section 6.2.
 - 1.20 "Maximum Use Designations" means the License and user limitation defined and shown in the applicable Order Form.
 - 1.21 "New Products" means new software and documentation that Lawson Group elects to make generally available to customers separate from other products and which contain new application software or technology.
 - 1.22 "Order Form" means a Product Order Form ("POF"), a Services Order Form ("SOF"), Statement of Work ("SOW") or other order form signed by Lawson and Customer and referring to these Master Terms and Conditions.
 - 1.23 "Party" or "Parties" means Lawson and/or Customer.
 - 1.24 "Products" means the Software and Documentation.
 - 1.25 "Product Warranty" is defined in Section 6.1.
 - 1.26 "Release" means the edition of a Lawson-Maintained Product after it has been designated as a release and made generally available by Lawson.
 - 1.27 "Service" means training, implementation, consulting, Service Deliverables, subscription, managed service, hosting or other services provided by Lawson, excluding Maintenance.
 - 1.28 "Service Deliverable" means any tool, training materials or other non-Product item described in an Order Form or Statement of Work for delivery to Customer.
 - 1.29 "Services Warranty" is defined in Section 6.3.
 - 1.30 "Software" means the software code and media described in a POF, and any repairs, replacements, upgrades, updates, enhancements and new Releases provided by Lawson or a Third Party Supplier under applicable Maintenance, and any copies.
 - 1.31 "Statement of Work" or "SOW" means the portion of the Agreement that describes the Services by Lawson and the main responsibilities of the Parties, estimated time schedule for completion of a project, project scope and organization, change order process and other project requirements.
 - 1.32 "Support Operations Handbook" means Lawson's then current document describing the levels of Maintenance available for purchase by Customer under a Product Order Form.
 - 1.33 "Taxes" means any value-added, sales, use, excise, goods and services, withholding taxes, duties or other taxes, interest and penalties that are assessed by a governmental authority because of the Agreement, excluding taxes for which Customer provides Lawson a valid tax exemption certificate.
 - 1.34 "Third Party Supplier" means the owner or supplier of a Third Party Product.
 - 1.35 "Third Party Product" means each Product designated as a "Third Party Product" (or with a similar designation) in a POF.
 - 1.36 "Users" means the natural persons authorized by Customer to use the Products, Services Deliverables and Limited Offerings within the scope of the License, and who each have an ID (profile) and password.
2. License Granted. Subject to the Agreement, when a Lawson Group company and Customer sign an Order Form, that Lawson Group company hereby grants to Customer, throughout the License Term, a non-transferable and non-exclusive license to Customer to use and allow its Users to use the respective Products, Service Deliverables and Limited Offerings identified in that Order Form for up to the Maximum Use Designations identified in that Order Form and only for the internal business of Customer and its wholly owned subsidiaries.
 - 2.1 Software and Documentation Copies.
 - 2.1.1 Users may copy: (a) the Software listed in an Order Form only for backup and archival purposes and (b) the Lawson Documentation and Service Deliverables only for use with the Software. Users may not copy Documentation for Third Party Products unless permitted by the Third Party Supplier.
 - 2.1.2 Upon request during the Maintenance Period and for a nominal handling charge, Lawson will provide Customer additional copies of the Lawson Products listed in an Order Form (subject to the Maximum Use Designations).
 - 2.2 Modifications and Ownership. Customer may modify the Lawson Products and Service Deliverables only to the extent permitted under an Order Form or the applicable Documentation. Customer or Lawson Partners may use the Lawson Products to develop and use interfaces for those Products only within the scope of the License. Subject to the License, Lawson and its Third Party Suppliers will continue to own all Intellectual Property Rights for the Products, Services, Service Deliverables and any modifications. Unless authorized by separate agreement, Customer will not modify Third Party Products.
 - 2.3 Compliance.
 - 2.3.1 Customer may not transfer, rent, or re-license the Products or Service Deliverables, or use them to provide outsourcing, service bureau, hosting services or training to third parties.
 - 2.3.2 Unless otherwise authorized by Lawson in writing, only Customer, Lawson Group or a Lawson Partner, may install, maintain or host the Products and Service Deliverables.
 - 2.3.3 Customer may use the Products listed in an Order Form only in accordance with the Documentation and only with the operating system/database shown in that Order Form.
 - 2.3.4 If an Order Form lists a Product for development and test use only, Customer may use that Product for internal development

Lawson Software Customer Agreement Master Terms and Conditions

- and testing but not for production (unless Customer has licensed that Product separately for production use).
- 2.3.5 Customer may not simultaneously use the same User ID (profile) on more than one computer terminal or access point.
- 2.3.6 Customer may allow its employees and contractors to attend Lawson training, but those contractors may use the Lawson training materials only for the benefit of Customer and may not be Lawson competitors.
- 2.3.7 Customer shall not export the Products or Service Deliverables from the country of initial delivery by Lawson without Lawson's prior written authorization and compliance with applicable law.
- 2.3.8 Customer is responsible for compliance with the Agreement by each of its Users and contractors.
- 2.4 Verifications.
- 2.4.1 After reasonable notice, Customer will promptly: (a) inform Lawson where the licensed Products are installed and confirm its compliance with the Maximum Use Designations and (b) allow Lawson's representatives to verify that compliance by remote or physical inspection during normal business hours. Customer acknowledges that some Products may allow Lawson to monitor and prohibit unauthorized use.
- 2.4.2 If Lawson learns that Customer has exceeded the Maximum Use Designations, and Customer has not previously paid Lawson the applicable additional License fees, after written request from Lawson, Customer will promptly pay Lawson: (a) the then current list price for that coverage plus a 25% surcharge and (b) the reasonable costs of conducting the above verification if the Maximum Use Designations were exceeded by more than 5%.
3. **Delivery and Installation.**
- 3.1 Lawson will promptly deliver or make available to Customer one copy of the Products listed in an Order Form. Title to any delivered goods passes at place of shipment (subject to the License), unless prohibited by applicable law.
- 3.2 Except as otherwise agreed in an Order Form, Customer is responsible at its expense for installation of the Software and Service Deliverables, User training, data conversion, implementation and other services.
4. **Maintenance and Renewal.**
- 4.1 During the Maintenance Period, Lawson (a) will directly or indirectly provide Customer Maintenance for the Lawson-Maintained Products pursuant to the Support Operations Handbook and (b) will not materially degrade its Maintenance practices. New Products require a separate Order Form and are not provided as a new Release or as part of Maintenance for other Products.
- 4.2 Customer may elect to purchase from the applicable Third Party Supplier available support for Third Party Products specified in an Order Form or Support Operations Handbook as not maintained by Lawson. Customer is responsible for licensing and paying for additional third party products that may be required for use of upgrades, enhancements or new Releases of the Lawson-Maintained Products.
- 4.3 Unless otherwise described in an applicable Order Form, Lawson does not maintain or support Service Deliverables or Products modified outside of Maintenance provided by Lawson.
- 4.4 Before each renewal date of the Maintenance Period, Lawson will provide Customer an invoice for the Maintenance fees for the Lawson-Maintained Products for that renewal period.
- 4.5 After the Initial Maintenance Period (unless otherwise stated in an Order Form), Maintenance for the Lawson-Maintained Products will automatically renew for successive one year Maintenance Periods so long as Lawson makes that Maintenance available to its customers, unless Customer or Lawson notifies the other Party of non-renewal at least three months before the renewal date.
- 4.6 Lawson may consolidate the annual renewal dates for Maintenance Periods under one or more Order Forms.
5. **Services.** Except as otherwise agreed in an applicable Order Form or elsewhere in the Agreement: (a) all Services will be on a time and materials basis at Lawson's then current rates and (b) Customer will reimburse Lawson for reasonable travel and out-of-pocket expenses incurred when rendering on-site Services, Maintenance or other warranty services.
6. **Warranties.**
- 6.1 **Product Warranty.** At the time of delivery of the Products, Lawson warrants that: (a) the applicable media for those Products will be free of defects, (b) Lawson will have timely used up-to-date, commercially available virus scanning and cleaning, and will not have (based on the results of that scanning and cleaning) delivered Products containing any viruses, time bombs or other undocumented programs which inhibit Product use and (c) those Products will include the functionality described in the Documentation for those Products.
- 6.2 **Maintenance Warranty.** Subject to the level of Maintenance purchased, Lawson warrants that Maintenance will include: (a) help desk support, (b) corrections to allow the unmodified Lawson-Maintained Products (when properly installed and configured) to operate materially and substantially as described in the Documentation for those Products (by providing a program patch, update, new Release, or instruction for avoiding the error, as determined by Lawson) and (c) updates and new Releases of the same Lawson-Maintained Products when generally made available by Lawson for installation and use by Customer. New Products require a separate Order Form and are not provided as a new Release or as part of Maintenance for other Products.
- 6.3 **Services Warranty.** Lawson warrants that at the time of Services delivery, the Services will be provided by trained personnel using commercially reasonable efforts.
- 6.4 THE WARRANTIES IN THE AGREEMENT ARE MADE SOLELY BY LAWSON AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Lawson does not warrant that the Products, Services, Service Deliverables or Limited Offerings are free of nonmaterial defects or will meet the specific requirements or needs of Customer's business or of any country or jurisdiction.
7. **Customer's Remedies.**
- 7.1 Customer's exclusive remedies for Lawson Group's breach of the Product Warranty or Maintenance Warranty are as follows:
- a) Lawson will provide Maintenance (if purchased by Customer) to repair, replace or furnish an upgrade of the Lawson-Maintained Products to enable those Products or upgrade of those Products to comply with the applicable Product Warranty and Maintenance Warranty; and
- b) if Lawson does not comply with Section 7.1(a) within the Cure Period, Customer may terminate Maintenance and recover direct damages for the Lawson-Maintained Products subject to the damage claim, including up to a refund of the fees paid by Customer to Lawson for those Products, subject to Section 13.
- 7.2 Customer's exclusive remedies for breach of the Services Warranty or Lawson's Service obligations are as follows:
- a) Lawson will re-perform or re-deliver those Services or the applicable Service Deliverables at no additional charge within the Cure Period; and
- b) if Lawson does not complete that re-performance within the Cure Period, Customer may terminate the Services and recover direct damages, including up to a refund of the fees paid by Customer to Lawson for those Services or Service Deliverables not re-performed and timely cured, subject to Section 13.
8. **Lawson's Payment Terms and Remedies.**
- 8.1 Upon request, Customer will provide Lawson sufficient financial information to enable Lawson to determine Customer's creditworthiness. Lawson may withhold delivery of any Products or Services pending credit approval by Lawson.

Lawson Software Customer Agreement Master Terms and Conditions

- 8.2 Unless otherwise stated in the Agreement, an applicable Order Form or invoice, Lawson's invoices are due and payable within 30 days after invoice date. The payment terms in the Agreement, an applicable Order Form or Lawson's invoice prevail over any payment terms stated on a purchase order or other document from Customer to place an order, and prevail over Customer's accounts payable policy or practice.
- 8.3 All fees and expenses invoiced by Lawson are exclusive of Taxes. Customer is responsible for payment or reimbursement of applicable Taxes.
- 8.4 Lawson may suspend or terminate Maintenance and/or Services at any time if all Lawson invoices, that are then due and payable, are not paid within 15 days after Lawson informs Customer of non-payment.
- 8.5 Lawson may terminate the License, the Agreement or any Order Form if any undisputed invoices are not paid by Customer within 15 days after notice of late payment or if Customer does not cure any other material breach of the Agreement within 90 days after notice of breach.
- 8.6 Customer will promptly destroy or return to Lawson all Products and Service Deliverables if the License and the Agreement terminate as described in Section 8 (Third Party Products must be returned to Lawson upon termination of the License).
9. **Confidential Information.**
- 9.1 "Confidential Information" means software code and benchmark tests for the Products and Service Deliverables, Documentation, Limited Offering software, pricing, non-standard Lawson contract terms, User ID (profile) and passwords, Customer financial information, data and all other information reasonably believed to be confidential, but excludes:
- a) information made generally available without restriction by the disclosing Party or by an authorized third party;
 - b) information known to the receiving Party independent of disclosures by the disclosing Party;
 - c) information independently developed without access to or use of the disclosing Party's Confidential Information; or
 - d) information that must be disclosed pursuant to court order. Customer's Confidential Information also excludes any new features or functionality suggested by Customer for the Products or Service Deliverables.
- 9.2 The Parties will use reasonable efforts to keep each other's Confidential Information secret and will use that information only to fulfill the rights and obligations under the Agreement.
- 9.3 The Parties will have the right of injunctive relief to maintain compliance with this Section 9 and prevent unauthorized disclosure, use or export of the Products, Service Deliverables, Limited Offerings or other Confidential Information.
10. **Infringement Indemnity.** Lawson will, at its expense, retain legal counsel and defend any suit or claim brought against Customer and will indemnify Customer against any third party damage claims that the Products or Service Deliverables as licensed and delivered by Lawson infringe any third party's Intellectual Property Rights. Lawson may control the defense and settlement. If the Products or Service Deliverables are held or are reasonably believed by Lawson to infringe under this Section 10, Lawson will at its expense and to the extent commercially available, modify or replace the applicable Products or Service Deliverables to be non-infringing and with similar functionality, or obtain permission for Customer to continue using the Products and Service Deliverables under the License. Lawson will have no obligations or liability for any claim of infringement based on Customer's use of a superseded or Customer-altered Release of the Products or Service Deliverable to the extent that the obligation or liability would have been avoided by the use of a then current Release of the Products or Service Deliverable which Lawson provides to Customer.
11. **No Hire of Certain Employees.** Customer agrees that until one year after the later of (a) the termination and non-renewal of the Maintenance Period or (b) the completion of Services, Customer will not hire, employ or contract for services with any employee of the Lawson Group who provides Maintenance or Services to any customers. If Customer violates this Section 11, Customer will pay Lawson a fee of two times the hired employee's most recent annual compensation.
12. **Force Majeure.** Neither Party will be in default or liable for any noncompliance from causes beyond the reasonable control of the Party, including, for example, fires, floods, natural disasters, communication failures and other equipment or telecommunication problems.
13. **Limitations of Liability.**
- 13.1 In no event will Lawson Group, Third Party Suppliers or Customer be liable for indirect, incidental, punitive, exemplary, special or consequential damages, or damages for loss of profits, revenue or data. Neither Party will seek or apply for such damages.
- 13.2 Except only for indemnification by Lawson for third party claims under Section 10 above or bodily injury or direct damage to real or tangible personal property to the extent caused by Lawson's gross negligence, Lawson Group and its Third Party Suppliers' aggregate and cumulative liability for rescission and/or damages to Customer and its subsidiaries will be, whether in contract or tort, limited to actual direct money damages in an amount not to exceed the aggregate fees paid by Customer to Lawson, excluding fees paid more than one year prior to Customer's initial notice of the claim to Lawson.
- 13.3 The limitations of liability in Section 13 apply to Lawson Group in the aggregate and are not additive among each Lawson Group company.
14. **Source Code Escrow.** All Products are licensed and delivered in object code only, except for those Products, if any, which are also designated in an Order Form for delivery in source code. During the Maintenance Period, Customer may elect to become a beneficiary under the applicable Escrow Agreement for the licensed Lawson Products delivered in object code only (excluding Third Party Products) by: (1) signing Lawson's acceptance form and (2) paying all escrow fees.
15. **Assignment.** Customer may not assign the License or the Agreement, or transfer any rights or obligations under the Agreement.
16. **Publicity.** Either Party may publicize Customer's selection of Lawson. Pricing and non-standard Lawson contract terms will remain confidential under Section 9 above.
17. **General.**
- 17.1 All notices must be in writing and delivered electronically or by method with proof of delivery. All other communications, requests or alerts may be provided by fax, e-mail or other written means.
- 17.2 The Agreement may be amended only in writing signed by the Parties, except that Lawson may upon notice to Customer and without Customer's signature, amend an Order Form to correct errors without increasing the License fees or Services rates.
- 17.3 Lawson and Customer each waive right to a trial by jury. No litigation or other legal action may be brought if the injured Party has known of the cause of action for more than 2 years. Each Party will pay (without reimbursement) its own legal fees and expenses incurred in any dispute.
- 17.4 Sections 1, 6.4, 7 through 15, and 17, and the provisions concerning protection of Intellectual Property Rights, will survive any termination or expiration of the Agreement.

[End of Master Terms and Conditions]

ADDENDUM TO LAWSON SOFTWARE CUSTOMER AGREEMENT
MASTER TERMS AND CONDITIONS

LAWSON

Agreement No: 00004347.0

This Addendum ("Addendum") modifies the Lawson Software Customer Agreement (the "Agreement") entered into between the undersigned Lawson Company and Customer, and is effective as of the latest date signed below when all parties have signed. All of the capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Agreement. The following sections amend or replace the respective sections contained in the Agreement, or add additional section(s) to the Agreement. The sections of the Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms.

1. Section 1.2 of the Agreement is deleted and replaced in its entirety with the following:

1.2 "Cure Period" means the 45 day period starting on the later of: (a) Customer's notice of breach of this Agreement by Lawson, (b) replication by Lawson of a mission critical Product problem that does not comply with the Product Warranty or Maintenance Warranty or (c) the response period for non-mission critical problems (e.g. cyclical bug fixes) under Lawson's then current standard Maintenance or Services practices for the respective level of Maintenance or Services purchased by Customer. The Cure Period defined in this Section 1.2 will not lengthen the response periods under Lawson's standard Maintenance or Services practices. When Customer notifies Lawson of a problem with a Lawson-Maintained Product, Lawson will not delay its efforts to replicate that Product problem under its Maintenance practices.

2. A new Section 5.1 is added to the Agreement:

5.1 For 24 months from Effective Date of this Agreement, Lawson agrees to offer Customer the standard Lawson Services consulting roles on a time and materials basis at the applicable hourly fee rates identified in the Lawson Professional Services Rate Card, attached hereto as Exhibit B.

3. A new Section 6.5 is added to the Agreement:

6.5 **Warranty of Title:** Lawson warrants that it owns or has the right to license to Customer all of the Products licensed under the Agreement (the "Title Warranty"). Customer's exclusive remedies for breach of the Title Warranty are described in Section 10 of the Agreement.

dc

4. A new Section 6.6 is added to the Agreement:
 - 6.6 **Functionality Warranty.** Provided that Customer is then current in all available Maintenance, in addition to the warranties stated above in this Section 6, Lawson warrants that, for a period of 24 months from the Effective Date of the Agreement, the Lawson-Maintained Products licensed on the initial Product Order Form signed under this Agreement shall operate materially and substantially in accordance with the applicable functional and technical Rating Responses that are designated with a positive response of "SUP" (Supported as delivered "out-of-the-box"), attached hereto as Exhibit A. This warranty applies only to a) those Lawson-Maintained Products actually licensed by Customer, and only to the release of the Lawson-Maintained Products initially delivered on the Product Order Form executed under with this Agreement (the "Initial POF"); and b) those Lawson-Maintained Products licensed by Customer after the Initial POF (the "Added Products"), but only to the extent the positive responses in Exhibit A are applicable to the Added Products, and only for the release of the Added Products generally available as of the Effective Date of this Agreement. Customer's licensing of Added Products will not increase or toll the warranty time period identified in this Section 6.6.

5. A new Section 7.3 is added to the Agreement:
 - 7.3 Customer's exclusive remedies for Lawson Group's material breach of the Functionality Warranty are as follows:
 - a) Lawson will provide Maintenance (if purchased by Customer) to repair, replace or furnish an upgrade of the Lawson-Maintained Products to enable those Products or upgrade of those Products to comply with the Functionality Warranty; and
 - b) if Lawson does not comply with Section 7.3(a) within the Cure Period, Customer may terminate Maintenance and recover direct damages for the Lawson-Maintained Products subject to Functionality Warranty, including a refund of the fees paid by Customer to Lawson for those Products, subject to Section 13.

6. A new Section 7.4 is added to the Agreement:
 - 7.4 In addition to the remedies stated in this Section 7, Customer may also elect to terminate Maintenance, the Services or the Agreement and the License if Lawson's breach of the Agreement is not cured within the Cure Period.

7. A new Section 7.5 is added to the Agreement:
 - 7.5 **Termination for Conflict of Interest:** The Customer may terminate the Agreement by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by Lawson of applicable laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event the Agreement is by Customer terminated for a conflict of interest, the Customer shall be entitled to pursue the same remedies against Lawson as it could pursue in the event of a default of the Agreement by Lawson if Lawson had actual knowledge or should have known about such conflict of interest.

8. Section 8.3 of the Agreement is deleted and replaced in its entirety with the following:
 - 8.3 All fees and expenses invoiced by Lawson are exclusive of Taxes. Customer is responsible for payment or reimbursement of applicable Taxes. Customer represents that it is exempt from all sales and federal excise taxes. As such, Lawson will not invoice Customer for the payment of applicable Taxes. Should Customer lose tax exempt status, Customer shall promptly provide Lawson with written notice of the loss of such tax exempt status and pay Lawson all applicable Taxes.

9. A new Section 9.4 is added to the Agreement:

9.4 If the receiving Party is required to disclose Confidential Information by an order of a court of competent jurisdiction under Section 9.1(b) above, the receiving Party shall provide the disclosing Party with notice as soon as reasonably possible of such order. The receiving Party shall reasonably cooperate, at no expense to the receiving Party, with the disclosing Party in any effort it undertakes to contest the subpoena or other legal process. In the event of unauthorized use or disclosure of the disclosing Party's Confidential Information, the receiving Party shall promptly notify the disclosing Party, and the disclosing Party may immediately pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

10. A new Section 9.5 is added to the Agreement:

9.5 Notwithstanding the foregoing, Lawson acknowledges that the Customer is a governmental entity in the State of New Hampshire and is subject to applicable state and federal laws and regulations, including but not limited to, NHRSA Chapter 91-A (Right to Know Law) ("the Act"), and that the Customer may be required to disclose certain information in response to requests for public information made under the Act. In the event the Customer receives a request pursuant to the Act, or a judicial or governmental request, requirement, or order, to disclose any of Lawson's information that is confidential under this Section, the Customer will promptly notify Lawson of such request pursuant to the Act, or a judicial or governmental request, requirement, or order. Lawson shall be solely responsible for initiating any legal action to prevent or limit the disclosure of the Lawson's Confidential Information and for any and all expenses relating thereto. The Customer will take reasonable and appropriate steps, at no cost to the Customer, to cooperate with and assist Lawson in objecting to or contesting such request, requirement, or order. Lawson agrees that unless Lawson obtains a court order, at its sole expense, enjoining the release of the requested information, the Customer may release the requested information on the date specified in the Customer's notice without any liability to the Customer. This Section 9 and its terms shall survive termination of the Agreement.

11. Section 11 of the Agreement is deleted and replaced in its entirety with the following:

11. No Hire of Certain Employees. Customer agrees that until one year after the later of (a) the termination and non-renewal of the Maintenance Period or (b) the completion of Services, Customer will not directly hire, employ or contract for services with any employee of the Lawson Group who provides Maintenance or Services to any customers, for similar employment with Customer. If Customer violates this Section 11, Customer will pay Lawson a fee of two times the hired employee's most recent annual compensation.

12. A new Section 13.1.1 is added to the Agreement:

13.1.1 Lawson agrees to defend and indemnify Customer and its respective officers, employees and agents from and against third party claims, actions and suits, for personal injury to, or death of, any person, or loss or damage to real or tangible personal property arising out of, or resulting from, the grossly negligent acts of Lawson. The provisions of this section shall survive the termination of this Agreement. The Parties will each use reasonable efforts to mitigate their damages.

13. **Section 13.2 of the Agreement is deleted and replaced in its entirety with the following:**
 - 13.2 Except only for indemnification by Lawson for third party claims under Section 10 above or bodily injury or direct damage to real or tangible personal property to the extent caused by Lawson's gross negligence under Section 13.1.1 above, Lawson Group and its Third Party Suppliers' aggregate and cumulative liability for rescission and/or damages to Customer and its subsidiaries will be, whether in contract or tort, limited to actual direct money damages in an amount not to exceed the aggregate fees paid by Customer to Lawson, excluding fees paid more than two years prior to Customer's initial notice of the claim to Lawson.

14. **Section 15 of the Agreement is deleted and replaced in its entirety with the following:**
 15. **Assignment.** Neither Customer nor Lawson may assign the License or the Agreement, or transfer any rights or obligations under the Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Lawson may, without the prior consent of Customer, assign: i) all of its rights and obligations under this Agreement in connection with a merger, acquisition or sale of all or substantially all of Lawson's assets or capital stock; and ii) all claims for payment due or which may become due to Lawson from the Customer to a bank, trust company, or other financial institution without such prior written consent. Notice of any such assignment or transfer shall be promptly furnished to the Customer. The rights and obligations contained in this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns (to the extent this Agreement is assignable).

15. **Section 17.4 of the Agreement is deleted and replaced in its entirety with the following:**
 - 17.4 Sections 1, 6.4, 7 through 15, and 17 through 23 and the provisions concerning protection of Intellectual Property Rights, will survive any termination or expiration of the Agreement.

16. **A new Section 17.5 is added to the Agreement:**
 - 17.5 No failure by a Party to enforce any provisions hereof after any event of default shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express failure of any default shall be deemed a waiver of the right of a Party to enforce each and all of the provisions hereof upon any further or other default on the Part of the other Party.



17. A new Section 18 is added to the Agreement:

18. Insurance. While providing any on-site Services or Maintenance, Lawson shall procure and shall maintain insurance in the amounts and coverage detailed in this Section 18 and at the Lawson's sole expense with insurance carrier(s) licensed to do business in the State of New Hampshire and with an AM Best rating of A- or higher, insuring against any and all public liability, including injuries or death to persons and damage to real property, arising out of or related to Lawson's performance hereunder and shall furnish to the Customer certificates of such insurance and renewals thereof signed by the issuing company or agent. Such insurance shall require thirty (30) days prior written notice of cancellation in coverage. Upon request from Customer, Lawson will provide updated certificate(s) of insurance with the Customer. The Contractor shall provide a certificate of insurance with evidence of the following coverage in this Section 18 to the Customer ten (10) days prior to commencing on-site Services or Maintenance under the Agreement.

1. Commercial General Liability - \$1,000,000 per occurrence/ \$2,000,000 aggregate. Customer shall be named as an additional insured with regards to the Commercial General Liability policy.

2. Motor Vehicle Liability - \$1,000,000 combined single limit per occurrence including all owned, non-owned and hired vehicles.

3. Workers' Compensation as required by Statute/Employer's Liability.

4. Professional Errors & Omissions - \$1,000,000 per occurrence and \$2,000,000 aggregate.

5. Subcontractors to Lawson shall furnish separate certificates prior to beginning on-site Services for Customer. All insurance for subcontractors shall be subject to all of the requirements stated herein.

The Customer's examination of or failure to request or demand any evidence of insurance hereunder shall not constitute a waiver of any requirement and the existence of any insurance shall not limit Lawson's obligation under any provision hereof.

18. A new Section 19 is added to the Agreement:

19. The Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, without regard to choice of law provisions of New Hampshire law, and is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Any legal action arising from or related to the Agreement shall be brought and resolved in an applicable state or federal court in the State of New Hampshire.

19. A new Section 20 is added to the Agreement:

20. Lawson agrees that it will assign and hereby assigns to the Customer all causes of action that it may acquire under the anti-trust laws of New Hampshire and the United States as the result of conspiracies, combination of contracts in restraint of trade which affect the price of goods or services obtained by the Customer under this Agreement if so requested by the Customer, and agrees to execute any documents required by the Customer to evidence such assignment.

20. A new Section 21 is added to the Agreement:

21. The individual executing this Agreement on behalf of Lawson represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of Lawson and that this Agreement is binding upon Lawson enforceable in accordance with its terms.

21. A new Section 22 is added to the Agreement:

22. The record retention policies of this Agreement shall be consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 Contractor Records Retention except where they are in conflict with State of New Hampshire laws and regulations, in which case the State of New Hampshire laws and regulations shall control.

Lawson agrees that: Lawson and any of its subcontractors shall maintain books, records, documents and other evidence of accounting procedures and practices, which sufficiently reflect all costs invoiced in the performance of the Agreement; Lawson and its subcontractors shall retain all such records for three (3) years from Agreement termination or end of all litigation, including appeals, whichever is later. Upon prior notice and subject to reasonable time frames and Lawson's reasonable security restrictions, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the Customer, State of New Hampshire and federal officials so authorized by law, rule, regulation or Agreement, as applicable at no cost to the Customer. The Contractor shall include the records retention and review requirements of this section in any of its subcontracts.

Lawson agrees that books, records, documents, and other evidence of accounting procedures and practices related to Lawson's cost structure and profit factors shall be excluded from the Customer's review unless the cost or any other material issued under the Agreement is calculated or derived from these factors.

22. A new Section 23 is added to the Agreement:

23. Lawson hereby certifies that no officer, employee, agent or representative of the Customer has a financial interest in the Agreement, and that the Agreement is arrived at in good faith without fraud, collusion, or connection with any kind with any other proposal submitted or in the process of being submitted; Lawson is competing solely on its own behalf without connection with, or obligation to, any undisclosed person or firm. Further Lawson acknowledges that any agent and every officer and employee of the Customer are expressly prohibited from accepting, directly or indirectly, from any person to which any purchase order or contract is, or might be awarded, any rebate, gift, money or anything of value whatsoever, except where given to and for the benefit of the Customer as provided for elsewhere in the Customer statutes.

23. A new Section 24 is added to the Agreement:

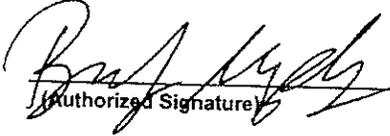
24. Termination for Convenience. Customer may elect to terminate this Agreement and the License at any time effective upon 30 days written notice to Lawson's General Counsel if Customer has paid Lawson (a) all unpaid License fees, whether or not due and payable, (b) all unpaid invoices and any other unbilled fees and expenses for Products and Services delivered up to and including the date of Lawson's receipt of notice, and (c) all applicable Taxes.

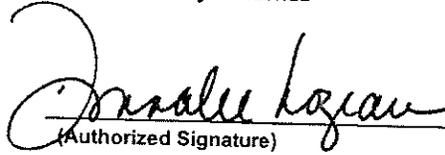
24. A new Section 25 is added to the Agreement:

25. Termination for Non-Appropriation: Notwithstanding any provision in the Agreement to the contrary, all obligations of the Customer, including, without limitation, the continuation of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the Customer be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the Customer shall have the right to terminate the Agreement upon giving Lawson 30 days notice of such termination. Upon termination, Customer shall remit payment for all Products and Services delivered to Customer and all expenses incurred by Lawson prior to Lawson's receipt of the termination notice. The City shall not be required to transfer funds from any other account in the event funds appropriated in the original account are reduced or unavailable.

Lawson Software Americas, Inc.
EIN: 41-1251159

Customer: City of Nashua


(Authorized Signature)


(Authorized Signature)

Brian J. MURPHY
(Printed Name)

Donatée Lozeru
(Printed Name)

V.P. of General Managers
(Title)

Mayor
(Title)

5/18/2010
(Date)

5-28-10
(Date)





PRODUCT ORDER FORM
Lawson Software Customer Agreement

Order Form No: 00004343.0

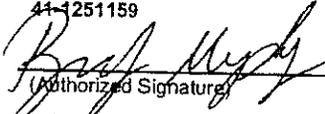
This Product Order Form and the attached Schedules ("POF") is entered into by the Lawson Group company and the "Customer" named below (collectively "the Parties"), and is effective as of the latest date signed below after all Parties have signed ("Effective Date"). This POF is part of the Lawson Software Customer Agreement and is governed by the Lawson Master Terms and Conditions signed by Customer. The definitions in Schedule 1 to this POF supplement the definitions in the Lawson Master Terms and Conditions. If any terms of this POF conflict with the Lawson Master Terms and Conditions, this POF governs that conflict for only the Products listed in this POF.

The Schedule(s) to this POF lists each of the Products licensed to Customer under this POF, and Schedule 1 to this POF describes additional applicable terms. Certain Products may have additional usage restrictions as described in the Schedule(s) to this POF for that Product.

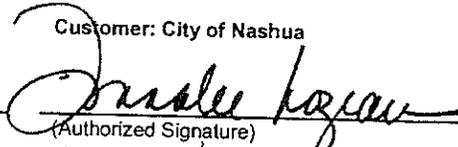
Customer Entity Name:	City of Nashua
Address:	229 Main St.
City:	Nashua
State/ZIP/Postal Code:	New Hampshire 03060
Country:	United States

Lawson must receive an original manually signed Customer signature on this POF, unless Lawson elects to accept a copy of this POF signed in counterparts and/or delivered by fax, pdf or other means that displays the original or a copy of the signatures below.

Lawson Software Americas, Inc.
44-1251159


(Authorized Signature)
Brian J. MURPHY
(Printed Name)
VP & General Manager
(Title)
5/18/2010
(Date)

Customer: City of Nashua


(Authorized Signature)
Donzlee LOZANO
(Printed Name)
Mayor
(Title)
5-28-10
(Date)

Schedule 1 to
PRODUCT ORDER FORM

1. **Bronze Maintenance Level.** Customer's maintenance level is Bronze (as defined in the Support Operations Handbook) for the Lawson-Maintained Products listed in the Schedule(s) to this POF. All Products licensed to Customer must have the same maintenance level.
2. **Payment Terms.** Customer shall pay all net license fees listed in the Schedule(s) to this POF and all Maintenance Fees for the Initial Maintenance Period, plus applicable Taxes, within 60 days from the invoice date. Annual Maintenance Fees for subsequent Maintenance Periods are payable 30 days before each renewal.
3. **Maintenance Terms and Fees for the Lawson-Maintained Products listed in the Schedule(s) to this POF.**
 - 3.1 **Initial Maintenance Period.** The "Initial Maintenance Period" for the Lawson-Maintained Products listed in the Schedule(s) to this POF will commence on delivery of those Products and end on the first June 30th that occurs more than 11 months after delivery.
 - 3.2 **Maintenance Fees for Initial Maintenance Period.** Unless otherwise stated in this POF, the annualized "Maintenance Fees" for the Initial Maintenance Period for the maintenance level specified in Section 1 above are: (a) 18.00 % of the total net Lawson license fee listed in the Schedule(s) to this POF for all Lawson-Maintained Products that are Lawson Products, plus (b) 20 % of the list amount of each line item "Third Party License Fee" listed in the Schedule(s) to this POF for each Lawson-Maintained Product that is a Third Party Product.
 - 3.3 **Maintenance Fee for First Annual Renewal of Maintenance.** For the first 12 months of renewed Maintenance at the same maintenance level specified in Section 1 above (after the Initial Maintenance Period for all Lawson-Maintained Products listed in the Schedule(s) to this POF), the annualized Maintenance Fee will be the same as the annualized Maintenance Fee for the Initial Maintenance Period, plus up to a 4.00 % increase.
 - 3.4 **Maintenance Fee Cap for Subsequent Annual Renewals of Maintenance.** After the first annual renewal of Maintenance, if Customer continues to renew available Maintenance for all Lawson-Maintained Products listed in the Schedule(s) to this POF, the percentage increase in the annual Maintenance Fee for each annual renewal period specified below will be as follows:
 - For the second annual renewal of Maintenance, the percentage increase in the annual Maintenance Fee will not exceed four percent (4%) of the previous year's annual Maintenance Fee.
 - For the third annual renewal of Maintenance, the percentage increase in the annual Maintenance Fee will not exceed four percent (4%) of the previous year's annual Maintenance Fee.
 - For the fourth annual renewal of Maintenance, the percentage increase in the annual Maintenance Fee will not exceed four percent (4%) of the previous year's annual Maintenance Fee.The above cap on annual Maintenance Fee increases does not apply to any Products or users licensed after the Effective Date of this POF or to renewals after the period described in this Section.
4. **POF Definitions.** The following definitions supplement the definitions contained in the Lawson Master Terms and Conditions:
 - 4.1 **LMP or Lawson-Maintained Products** means the Products listed in the Schedule(s) to this POF that are initially eligible for Maintenance from Lawson.
 - 4.2 **LMP-REQ'D** means a Lawson-Maintained Product that must remain under Maintenance if Customer is to receive Maintenance for any other Lawson-Maintained Products.
 - 4.3 **No LMP** means a Product that is not maintained by Lawson. Customer may elect to purchase at Customer's expense from the applicable Third Party Supplier available maintenance for the Third Party Products, specified as *No LMP* (if any) in the Schedule(s) to this POF.
 - 4.4 **Products** means the Software described in the Schedule(s) to this POF and the Documentation for that Software.
 - 4.5 **S** means source code is delivered with the Product.
 - 4.6 **License Term** means, unless otherwise specified in the Schedule(s) to this POF, a perpetual period for the Products listed in the Schedule(s) to this POF.
 - 4.7 The following definitions are interchangeable in any prior document that is part of the Lawson Software Customer Agreement: (a) *Client and Customer*, (b) *Support and Maintenance* and (c) *LSP and LMP* (Lawson Maintained Product).
 - 4.8 **TP-LMP** means a Third Party Product that is only maintained by Lawson at the Bronze level for the Initial Maintenance Period. After the Initial Maintenance Period, Maintenance will be subcontracted to, performed and invoiced by the applicable Third Party Supplier
5. **Maximum Use Designation Definitions.** The respective Maximum Use Designations listed in the Schedule(s) to this POF are defined as follows below. If any of the following defined terms are not used elsewhere in the Schedule(s) to this POF, then those defined term(s) do not apply to this POF:

Schedule 1 to
PRODUCT ORDER FORM

S3 Definitions:

- 5.1 *MCPU* means *Maximum Central Processing Units*, which is the maximum number of central processing units available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as *MCPU* (if any) in the Schedule(s) to this POF may be installed and/or run.
- 5.2 *MCPUC* means *Maximum Central Processing Unit Core* which is the maximum number of independent processing units (cores) in the central processing unit(s) available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as *MCPUC* (if any) in the Schedule(s) to this POF may be installed and/or run.
- 5.3 *MP* means *Maximum Persons*, which is the maximum number of persons deriving benefit from the use of the Products designated as *MP* (if any) in the Schedule(s) to this POF, including without limitation any person for whom data is maintained using those Products (for example, full time and part time employees, volunteers, pensioners, temporary workers, seasonal workers, contractors and consultants).
- 5.4 *MS* means *Maximum Servers*, which is the maximum number of physical hardware servers on which each Product designated as *MS* (if any) in the Schedule(s) to this POF, may be installed.
- 5.5 *MUC* means *Maximum Users Concurrent*, which is the maximum number of individuals authorized by Customer to be the number of peak simultaneous users running any on-line program within an application, designated as *MUC* (if any) in the Schedule(s) to this POF.
- 5.6 *MUN* means *Maximum Users Named*, which is the maximum number of individuals (*Named Users*) that may be authorized by Customer to use the respective specific Product designated as *MUN* (if any) in the Schedule(s) to this POF, regardless of whether the individual is actively using the Product at any given time. A *Named User* of one Product designated as *MUN* may not use other Products designated as *MUN*, unless Customer has obtained a License for that *Named User* to use each of those specific Products designated as *MUN*.
- 5.7 *MUS* means *Maximum Users Seats*, which is the maximum number of Customer's workstations on which the Products may be installed, designated as *MUS* (if any) in the Schedule(s) to this POF.

SHCM Definitions:

- 5.8 *MCPU* means *Maximum Central Processing Units*, which is the maximum number of central processing units available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as *MCPU* (if any) in the Schedule(s) to this POF may be installed and/or run.
- 5.9 *MCPUC* means *Maximum Central Processing Unit Core* which is the maximum number of independent processing units (cores) in the central processing unit(s) available to the operating system(s) and hardware platform(s) on which the corresponding Software designated as *MCPUC* (if any) in the Schedule(s) to this POF may be installed and/or run.
- 5.10 *MP* means *Maximum Persons*, which is the maximum number of persons deriving benefit from the use of the Products designated as *MP* (if any) in the Schedule(s) to this POF, including without limitation any person for whom data is maintained using those Products (for example, full time and part time employees, volunteers, pensioners, temporary workers, seasonal workers, contractors and consultants).
- 5.11 *MS* means *Maximum Servers*, which is the maximum number of physical hardware servers on which each Product designated as *MS* (if any) in the Schedule(s) to this POF, may be installed.
- 5.12 *MUC* means *Maximum Users Concurrent*, which is the maximum number of individuals authorized by Customer to be the number of peak simultaneous users running any on-line program within an application, designated as *MUC* (if any) in the Schedule(s) to this POF.
- 5.13 *MUN* means *Maximum Users Named*, which is the maximum number of individuals (*Named Users*) that may be authorized by Customer to use the respective specific Product designated as *MUN* (if any) in the Schedule(s) to this POF, regardless of whether the individual is actively using the Product at any given time. A *Named User* of one Product designated as *MUN* may not use other Products designated as *MUN*, unless Customer has obtained a License for that *Named User* to use each of those specific Products designated as *MUN*.
- 5.14 *MUS* means *Maximum Users Seats*, which is the maximum number of Customer's workstations on which the Products may be installed, designated as *MUS* (if any) in the Schedule(s) to this POF.

6. Non-Production Use of Certain Products.

- 6.1 *Development/Test and Training*. The following applies to any Lawson Products (excluding System Foundation) listed on the Schedule(s) to this POF: (a) Customer may install those Products on one development/test server and on one training server (in addition to the licensed production server(s)), (b) Customer may allow up to 10 Users (in addition to the maximum number of Users shown on the Schedule(s) to this POF) to use those Products for development and testing, with a database that is separate from any production database and (c) Customer may allow its Users (within the Maximum Use Designations) to use those Products for training. System Foundation Products and Third Party Products are licensed separately for development/testing and training, and may be used for development/testing and/or training only if designated for that purpose in a Schedule to a POF.

Schedule 1 to
PRODUCT ORDER FORM

- 6.2 *Disaster Recovery and Failover.* If any Products listed in the Schedule(s) to this POF are designated as "Disaster Recovery" or "Failover," Customer may: (a) install those Disaster Recovery Products on only one Disaster Recovery server and install those Failover Products on only one Failover server, (b) use the Disaster Recovery Products and the Failover Products to test those servers, and (c) use the Disaster Recovery Products and the Failover Products in production, only as long as the primary production system is inoperable.
7. *Discounted License Fees for Additional Users or Lawson Products Licensed By Customer.* If Customer continues to renew available Maintenance for all Lawson-Maintained Products listed in the Schedule(s) to this POF and has paid all Lawson invoices, then for 24 months after the Effective Date of this POF Customer may elect to License from Lawson, on a perpetual basis, an increased Number of Maximum Use Designations for those Lawson Users or Products (the *Additional Users or Products*) by: (a) signing a POF for those Additional User or Products and (b) paying Lawson the License fee for those Additional Users or Products equal to the then current list price for those Additional Users or Products, less a discount of 40.00 % off such amount (plus applicable Taxes).

Exhibit A to Product Order Form No 00004343.0
City of Nashua

LAWSON

This Exhibit is for reference purposes only. The actual Products licensed by Lawson to the City of Nashua are listed in Schedule (S3&SHCM) to Product Order Form no. 00004343.0

as of 5/13/10

Lawson Enterprise Financial Management		System ID
Grant Management		GMP
Project Accounting and Billing & Revenue Includes		MRBAC
Project and Activity Accounting Embedded	ZAC	Included in Project Accounting
Billing and Revenue Management Embedded	ZMRB	Included in Project Accounting
Financial Procurement Package Includes		FINPRO
Average Daily Balance	ZADB	Included in Financial Procurement
Asset Management	ZAM	Included in Financial Procurement
Accounts Payable	ZAP	Included in Financial Procurement
Accounts Receivable	ZAR	Included in Financial Procurement
Billing	ZBL	Included in Financial Procurement
Cash Management	ZCB	Included in Financial Procurement
General Ledger	ZGL	Included in Financial Procurement
Inventory Control	ZIC	Included in Financial Procurement
Invoice Matching	ZINV	Included in Financial Procurement
Lease Management	ZLM	Included in Financial Procurement
Multi-Book Ledger	ZML	Included in Financial Procurement
Purchase Order	ZPO	Included in Financial Procurement
Requisition System	ZRO	Included in Financial Procurement
Strategic Ledger	ZSLDG	Included in Financial Procurement
Smart Reconciliation	ZSMR	Included in Financial Procurement
Warehouse	ZWH	Included in Financial Procurement
Lawson Supply Chain Management Includes		System ID
Requisition Self-Service	SIPP	
Strategic Sourcing	SSRC	
Contract Management	CMGT	
Extensions - Internet Technologies		System ID
Lawson Add-Ins for Microsoft Office	MOA	
Extensions - Development Environments		System ID
Design Studio - Production Server	XMLT	
Design Studio - Development Server	XMLT	
Extensions - Workflow		System ID
Process Flow Integrator	PFX	
Lawson Enterprise Performance Management Suite		System ID
Budget & Planning	LBP	
Crystal Report Application Server	CRASBP	
Report Designer - Windows Client	CRRBP	

Lawson Enterprise Performance Management Suite		System ID
Lawson Business Intelligence		LBICF
Framework Services (Dashboard)	EFS	Included in LBI
Reporting Services	REP	Included in LBI
Smart Notification	LSN	Included in LBI
Scorecard (Analytics)	ESC	Included in LBI
OLEDDB Object Services	OLEDDB	Included in LBI
Analytic Architect	IA	Included in LBI
CR Server XI R2 Embedded Edition	CRASC	Included in LBI
Crystal Reports XI	CRRC	Included in LBI
Xcelsius Engage	CXENC	Included in LBI
Lawson User Productivity Platform		System ID
Smart Office		SMC
Third Party Add-ons		System ID
Microfocus NetExpress (UNIX)		MNW
Micro Focus NetExpress Compiler - Production	MNC	
Micro Focus NetExpress Application Runtime - Production	MNX	
Micro Focus NetExpress Compiler - Development/Test	MNC	
Micro Focus NetExpress Application Runtime - Development/Test	MNX	
BSI Tax Service (Third Party-Owned)		System ID
BSI TaxFactory		BSIF
Lawson System Foundation Suite		System ID
Lawson System Foundation		LSF
Human Resources Management Includes		HUM
Personnel Administration	ZPA	Included in HUM
Benefits Administration	ZBN	Included in HUM
Absence Management	ZLP	Included in HUM
North American Payroll		PAYNA
Employee & Manager Self Service		SHRP
Teacher Contract Management		TCM

Schedule (S3&SHCM)

Agreement Number:
 Customer Entity Name: City of Nashua
 Address: 229 Main Street
 City: Nashua
 State/Zip or Province/Postal Code: New Hampshire
 Country: USA
 Client ID:

Currency in this schedule: USD

The following Products, Users, Servers or CPU's shall be added under the Agreement as listed below:

SECTION 1.0: PRODUCT

THE PRODUCTS BELOW ARE RESTRICTED TO INSTALLATION AND
 USE ON ONLY THE PLATFORM TECHNOLOGY INDICATED IN SECTION 1.1 OF THIS SCHEDULE

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
Lawson Enterprise Financial Management							
Grant Management Package	GMP	MUN	25	S	LMP	73,500	
Project Accounting and Billing & Revenue	MRBAC	MUN	25	S	LMP	91,875	
Financial Procurement Package	FINPRO	MUN	60	S	LMP	260,000	
Lawson Budgeting and Planning	LBP	MUN	30		LMP	54,600	
Incl: Crystal Report Application Server [Restricted to a Maximum of 50 Canned Reports]	CRASBP	MCPU	[2]		LMP		
Report Designer [Restricted to (1) Named User]	CRRBP	MUN	[1]		LMP		
Product Description	Sys ID	Max Use Designation Type	Qty	SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
Lawson Supply Chain Management							
Requisitions Self-Service	SIPP	MUN	100		LMP	40,000	
Strategic Sourcing	SSRC	MUN	10	S	LMP	90,000	
[Notwithstanding anything to the contrary in the Agreement, Customer may not modify the Source Code for this Product, except to establish security rules.]							
Contract Management	CMGT	MUN	10	S	LMP	90,000	

Schedule 2 to
Product Order Form

Product Description	Sys ID	Max Use Designation Type	Qty	SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
Lawson Business Process Management							
ProcessFlow Integrator							
Design Studio - Production Server (Restricted to (1) server)	PFX	MCPUC	8		LMP	40,000	
Product	XMLT	MUN	5	S	LMP	37,500	
Description	Sys ID	Max Use Designation Type	Qty	SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
Lawson Smart Office Suite							
Smart Office							
Product	SMC	MUN	50		LMP	56,000	
Description	Sys ID	Max Use Designation Type	Qty	SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
Lawson Enterprise Performance Management							
Lawson Business Intelligence (CPU Core based)							
Incl.:							
Crystal Reports Server XI R2 Embedded Edition	LBICF	MCPUC	8			156,000	
Crystal Reports XI (3 users)	CRASC	MCPUC	2		LMP		
(CRAS_ and CRR_ - Third Party Owned - Restricted license for use with Lawson Business Intelligence (any data source) only)	CRRC	MUN	[3]		LMP		
Business Objects Xcelsius Engage							
(Third Party Owned - Restricted license for use with Lawson Business Intelligence (any data source) and/or other Lawson Applications only)	CXENC	MUN	[1]		LMP		
Lawson Add-Ins for Microsoft Office	MOA	MUN	40		LMP	40,000	

SECTION 1.1 - ADDRESS & PLATFORM TECHNOLOGY FOR PRODUCTS LISTED IN SECTION 1.0

Product	Server Address/Location	HW Operating System	OS Rel. level	Database
		AUX		

SECTION 2.0: PRODUCT

Product Description	Sys ID	Max Use Designation Type	Qty	SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
Lawson Human Resources Suite							
Human Resources Management	HUM	MP	3500	S	LMP	159,250	
North American Payroll	PAYNA	MP	3500	S	LMP	159,250	
Employee & Manager Self Service	SHRP	MUN	2500	S	LMP	86,875	
Teacher Contract Management	HRCOM	MUN	1500	S	LMP	52,500	

SECTION 2.1 - ADDRESS & PLATFORM TECHNOLOGY FOR PRODUCTS LISTED IN SECTION 2.0

Product Description	Sys ID	Max Use Designation Type	Qty	SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
Lawson Human Resources Suite							
Human Resources Management	HUM	MP	3500	S	LMP	159,250	
North American Payroll	PAYNA	MP	3500	S	LMP	159,250	
Employee & Manager Self Service	SHRP	MUN	2500	S	LMP	86,875	
Teacher Contract Management	HRCOM	MUN	1500	S	LMP	52,500	

THE PRODUCTS BELOW ARE RESTRICTED TO INSTALLATION AND USE ON ONLY THE PLATFORM TECHNOLOGY INDICATED IN SECTION 2.1 OF THIS SCHEDULE

The following Products, Users, Servers or CPU's shall be added under the Agreement as listed below:

SECTION 2.0: PRODUCT

Product Description	Sys ID	Max Use Designation Type	Qty	SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
Lawson Human Resources Suite							
Human Resources Management	HUM	MP	3500	S	LMP	159,250	
North American Payroll	PAYNA	MP	3500	S	LMP	159,250	
Employee & Manager Self Service	SHRP	MUN	2500	S	LMP	86,875	
Teacher Contract Management	HRCOM	MUN	1500	S	LMP	52,500	

Schedule 2 to
Product Order Form

[Specific Operating System Releases & Release level required for delivery of products]		Server Address/Location		HW Operating System		OS Rel. level		Database	
				AIX					

SECTION 3.0 - Third Party Products

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
Micro Focus ServerExpress (Unix) [Third Party-Owned] Micro Focus products are restricted to use with the products under [the agreement]							
Micro Focus ServerExpress Compiler (PRODUCTION)	MSC	MUC	1		LMP-REQ'D		3,800
Micro Focus ServerExpress Application Runtime (PRODUCTION)	MSX	MUC	90		LMP-REQ'D		14,400
Micro Focus ServerExpress Compiler (DEVELOPMENT/TEST)	MSC	MUC	1		LMP-REQ'D		3,800
Micro Focus ServerExpress Application Runtime (DEVELOPMENT/TEST)	MSX	MUC	10		LMP-REQ'D		1,600

[Address At Which Server Portion Of Products Are Installed:

Product Description		Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
Sys ID	Type	Type	Qty				
[Specific Operating System Release & Release level required for delivery of products]							
Micro Focus (PRODUCTION)							
Micro Focus (DEVELOPMENT/TEST)							
Product Description							
BSI Tax Service (Third Party-Owned)							
BSI TaxFactory							
[Operating System Version]							
SECTION 4.0 - LSF PRODUCT LISTING							
Product Description							
BSIF		MP			No LMP		18,900
BSIF							

SECTION 4.0 - LSF PRODUCT LISTING

Product Description	Sys ID	Max Use Designation		SW Code	Maintenance Type	Lawson License Fee	Third Party License Fee
		Type	Qty				
Lawson System Foundation - PRODUCTION	LSF	MCPUC	8		LMP-REQ'D	71,500	
Incl.: Third Party IBM Products - Restricted Use (Product Warranty requires that Specified Customer complete the compulsory training necessary for this Product's use).							
Lawson System Foundation - For use:							
LSF for use with LBI	LSF	MCPUC	2		LMP-REQ'D	N/C	
LSF for use with Lawson Budgeting and Planning	LSF	MCPUC	2		LMP-REQ'D	N/C	
LSF for use with Strategic Sourcing/Contract Management	LSF	MCPUC	2		LMP-REQ'D	N/C	
LSF for use with Smart Office	LSF	MCPUC	2		LMP-REQ'D	N/C	
LSF for use in Test/Development/Training	LSF	MCPUC	2		LMP-REQ'D	N/C	

Schedule 2 to
Product Order Form

SECTION 4.1 - ADDRESS & PLATFORM TECHNOLOGY FOR PRODUCTS LISTED IN SECTION 4.0

LSF for use (Y/N):	Server Address/Location	HW Operating System	OS Rel. level	Database
Y	LSF for use in PRODUCTION	AIX		
Y	LSF for use with LBI	Windows		
Y	LSF for use with Lawson Budgeting and Planning	Windows		
Y	LSF for use with Strategic Sourcing/Contract Mgmt	Windows X64		
Y	LSF for use with Smart Office	Windows X64		
Y	LSF for use in Test/Development/Training	AIX		

SECTION 5.0 - LICENSE FEES PAYABLE FOR THIS SCHEDULE:

	Lawson License Fee	Third Party License Fee
FEES PAYABLE		
USD		
1. Gross License Fees:	1,558,850	42,500
2. Less Discount on Lawson Products:	914,256	
3. Net License Fees Total:	644,594	42,500
TOTAL LICENSE FEES PAYABLE		687,094

Exhibit B to the Lawson Customer Agreement
Master Terms and Conditions



Lawson Professional Services
Rate Card- (not inclusive of travel expenses)

Consulting Services (rates below are discounted 17% from list rates)			
Role (Level)	Support Consultant	Senior Consultant	Principal Consultant
Business Consultant (Application)	\$182.60/hr.	\$207.50/hr.	\$249/hr.
Technical Consultant (Business Intelligence)	\$182.60/hr.	\$207.50/hr.	\$249/hr.
Systems Consultant (Sys. Admin, DBA, Security)	\$207.50/hr.	\$244.85/hr.	\$265.60/hr.
Global Solution Center			
Remote Technical Consultant (programming)	\$85/hr.		
Remote Solution Consultant (system administration)	\$100/hr.		
Project Leadership (rates below are discounted 17% from list rates)			
Role (Level)	Lead	Manager	Senior
Project Manager	\$207.50/hr.	\$269.75/hr.	\$290.50/hr.
Quality Manager			\$290.50/hr.
Practice Director-Delivery			\$311.25/hr.
Technical Project Manager			\$244.85/hr.



CITY OF NASHUA, NEW HAMPSHIRE

CENTRAL PURCHASING DEPARTMENT
CITY HALL, 229 MAIN STREET / P.O. BOX 2019
NASHUA, NEW HAMPSHIRE 03061-2019
TEL. # (603) 589-3330
FAX # (603) 589-3344

PURCHASE ORDER
NUMBER

C77957

PAGE 00001
THIS NUMBER MUST APPEAR
ON ALL INVOICES, SHIPPING
PAPERS, PACKAGES AND
CORRESPONDENCE.

DATE:

06-02-2010

TO: ATTN: THOMAS LINGE
LAWSON SOFTWARE INC
380 ST PETER STREET
SAINT PAUL MN 55102

DELIVER
TO:

CITY OF NASHUA
INFORMATION TECHNOLOGY
229 MAIN ST
NASHUA NH 03060

CONFIRMING	YES <input type="checkbox"/>	NO <input checked="" type="checkbox"/>	REQUISITION NO.	FY	DEPARTMENT	DATE REQUIRED
EASE SHIP AT ONCE THE FOLLOWING ARTICLES AT PRICES AND TERMS STATED. NOTIFY PURCHASING IF DATE REQUIRED CANNOT BE MET						
			32,271		GEETA (MEMO #10-115)	

QUANTITY	UNIT	ARTICLE/SERVICE	UNIT PRICE	AMOUNT
1	LOT	SOFTWARE CONTRACT AWARD PER LAWSON AGREEMENT NO 00004347.0 & ORDER FORM NO 00004343.0 SCHEDULE 2 TOTAL: \$687,084.00 LAWSON LICENSE FEE \$644,584 THIRD PARTY LIC FEE \$42,500	687,084.00	\$687,084.00
			TOTAL:	\$687,084.00
FOR INTERNAL USE ONLY 722-64040-0-3735-0000-00-00				
<p><i>to be filed with the contract docs sent to you by Linda Duval.</i></p> <p><i>faxed to: 65</i></p>				

PRICE INCREASES ALLOWED WITHOUT PERMISSION OF DESIGNATION DEPT. ALL TRANSPORTATION CHARGES MUST BE PREPAID. THE CITY IS EXEMPT FROM THE PAYMENT OF TAXES IMPOSED BY THE FEDERAL AND/OR STATE GOVERNMENTS.
IMPORTANT: ADDITIONAL TERMS AND CONDITIONS ARE CONTAINED ON THE REVERSE SIDE OF THIS DOCUMENT. YOUR PROVISION OF ANY ARTICLE OR SERVICE AS STATED HEREIN IS EXPRESSLY DEEMED TO BE YOUR ACCEPTANCE OF ALL TERMS AND CONDITIONS RELATIVE HERETO.

PLEASE INVOICE CARE OF:
ACCOUNTS PAYABLE DEPT
CITY HALL
229 MAIN ST/P.O. BOX 2019
NASHUA, N.H. 03061 2019

CENTRAL PURCHASING DEPT.

BY R. Schmitt
CITY PURCHASING MANAGER

ORIGINAL

Sanchez, Mary

From: Duval, Linda
Sent: Friday, May 28, 2010 12:04 PM
To: Sanchez, Mary
Subject: Lawson Software - Copy of Signed Agreement
Importance: High
Attachments: _Lawson Customer Agreement-Combined-Signed.pdf

Mary:

Here is a copy of the final, signed agreement documents for Lawson for your files. The following documents are contained in the PDF.

1. Lawson Customer Agreement – Master Terms and Conditions
2. Lawson Addendum to Master Customer Agreement Terms and Conditions
3. Lawson Product Order Form
4. Exhibit B to Master Terms and Conditions

A signed original was sent via UPS, Next Day, to Lawson, and a signed original was hand delivered to the City Clerk's office along with the Records Transfer Form.

Thanks,

Linda L. Duval

ERP Coordinator
Information Technology
City of Nashua
229 Main Street
Nashua, NH 03061
(603) 589-3302
Fax: (603) 594-3434
duvall@nashuanh.gov



City of Nashua

Central Purchasing
229 Main Street
Nashua NH 03060
603-589-3330 Fax: 603-589-3344

*passed 5-29-10
R*

May 13, 2010
Memo #10-115

TO: MAYOR LOZEAU
FINANCE COMMITTEE

SUBJECT: CONTRACT AWARD FOR FINANCIAL (ERP) SYSTEM SOFTWARE, LICENSING & MAINTENANCE (VALUE: \$687,084)
ACCOUNT: 722-64040 COMPUTER SOFTWARE – CITY-WIDE ERP SYSTEM
ACCOUNT BALANCE REMAINING AFTER PURCHASE: \$6,213,892

The City issued a Request for Proposal (RFP) and received proposals for an integrated Financial Management software system referred to as ERP (Enterprise Resource Planning), and related services for implementation in its \$7.5 million capital project entitled "NGIN" (Nashua Government INnovation). The funding of this project for the replacement and modernization of the city-wide systems that include financial and other business process systems through the sale of bonds was approved by the Board of Aldermen on July 14, 2009 through Resolution R-09-203.

Background

Over the past 28 years, the City of Nashua has created and maintained a highly customized municipal software system based on decades old development tools and platformed on the OpenVMS operating system. These tools have been utilized for all financial applications in the City; and custom applications have also been created for almost every department.

The City has recognized that the migration and upgrade of these applications is necessary due to system obsolescence with the operating system and servers which are past end of life, as well as maintenance limitations including lack of programmers, increased difficulty, expense, and risk in maintaining and enhancing City applications, and a growing obsolescence of functionality.

In 2008, the City issued a RFP for Financial (ERP) Systems consulting services to define requirements, solicit, and select a new financial system. An Executive Steering Committee (ESC) was appointed by the Mayor to assist with the evaluation of bids and to operate as the oversight and advisory body for the duration of the project.

The ESC consists of representation from key departments/divisions within the City, including Finance, Information Technology, Schools, Purchasing, Police and Board of Aldermen as well as three community members who have had experience with similar financial system migration projects. Contractor Schafer Consulting assisted the City in conducting needs assessments and to gather functional requirements for the software selection and migration process, developed a business case, and wrote an RFP.

A formal Business Case for the City's new NGIN (Nashua Government Innovation) project was presented to City administration and the Board of Alderman. The Business Case concluded that existing system obsolescence and limitations pose an unmitigated threat to the City's financial data and leaves the City unprotected and vulnerable. Furthermore, there are significant gaps between what the current systems can do in comparison to the features of a new ERP system that represent best government practices and features that City staff identified as a requirement. In light of these compelling conclusions, replacement of the current systems with commercial-off-the-shelf (COTS) software solutions was the best viable

recommendation for the City. The NGIN project was envisioned to address all three major components of a legacy replacement program: ERP financials; Licensing, Permitting and Code Enforcement; and ECM (electronic content management).

In July 2009 the City's Budget Review Committee of the Board of Alderman approved the bonding of \$7.5 million for the City's entire systems modernization projects (NGIN), which includes approximately \$5.5 million for the ERP Financials System implementation that this is part of – the ERP financials is the first and largest component of NGIN.

Financial Management Software (ERP) System Bid

The City initiated RFP0619-100109 for an integrated municipal financial management system (ERP) and implementation services on September 1, 2009 with the bid opening on October 1st. The RFP was issued by the City to solicit and select one or more vendors to provide software, implementation, and operations services to develop a system that meets the objectives of:

- Implementation of comprehensive ERP solution with out-of-the-box functionality (often referred to as "vanilla") which embeds best business practices in the software
- Potential point solutions for Utility Billing and Timekeeping & Scheduling
- Internally or externally hosted solution
- A commercial off the shelf (COTS) ERP solution that has been successfully implemented in at least 5 cities and 5 school districts within the past three years, who are similar in size, requirements and complexity
- Solutions that require no modification to base code, but are highly configurable to meet the needs of the City
- A web based architecture or client-server using a thin or smart client solution

While the RFP included the optional request for proposals on point solutions for Utility Billing and Timekeeping & Scheduling, this funding request **does not include those solutions**, and any such request which would be submitted subsequent to this approval.

Request for Proposals (RFP) were solicited via email from over forty-six (46) potential firms with the solicitation and specifications posted in addition on the City's web site under reference document RFP0619-100109. Twenty-seven (27) firms participated in the September 14th mandatory pre-bid conference, and addendums of questions and responses on this RFP were developed and sent to each participant as well as posted on the City's web site.

Thirteen (13) responses were received and opened on October 1, 2009. Two of the proposals were for Timekeeping & Scheduling software only, and therefore are not relevant to this ERP financial management software request.

As noted above, the mandatory pre-bid information session was held on September 14th. Eleven (11) bidders submitted a proposal by the deadline of October 1st 2009.

The eleven (11) bidders are listed below. Where the implementation bidder was *not* the same as the software OEM, two names appear of which the implementer is the first.

Pricing submitted is noted, but it is important to note that each bidder structured pricing differently - each incorporated a varying scope of services and functions, divergent components and licensing models, and individualized discounting methods. So pricing submitted was used by the RFP review team for comparative purposes, and solely to assist with selecting a short-list of finalist for greater due diligence.

<p>AMX Int./JD Edwards Rexburg, ID \$3,116,416</p>	<p>Cap Gemini/Oracle New York, NY \$3,514,592</p>	<p>Ciber/Lawson Greenwood Village, CO \$4,977,059</p>
<p>Coggsdale Corp/Great Plains Charlottetown, PE \$2,716,284</p>	<p>MS Govern St. Louis, MO \$3,305,625</p>	<p>Strategic Information Solutions/Oracle Chicago, IL \$5,579,663</p>

SmartSoft/SAP Suwanee, GA \$4,869,920	SunGard Public Sector Lake Mary, FL \$3,707,411	Tyler Technologies/Munis Falmouth, ME \$3,029,863
Velocity/Lawson New York, NY \$2,790,207	Zanett/Oracle Burlington, MA \$5,685,595	

Initial review of the proposals was undertaken by a review team led by the City's contracted consultants Schafer Consulting of Ladera Ranch, Ca, and City staff participants composed of CFO Michael Gilbar, IT Director John Barker, and the members of the City's project management team. Additional input was solicited from the City's ERP Executive Steering Committee (ESC).

As part of the RFP development, the City and Schafer Consulting created a 124 page Functional Requirements Matrix, which required bidders to identify if specific and detailed functional requirements of City staff and services could be provided by the proposed system 'out of the box' or was unsupported or required customizations or third-party software. A numeric value was assigned for each response, with 'out of the box' functionality being the highest score. Each bidder submitted a completed matrix as an appendix to their submission.

Initial team review was conducted using a requirements scorecard which quantified a bidder's proposed solution based on their functional matrix responses, as well as quality of proposal, scope and quality of services, company background and financial stability, bidder resources, demonstrated project understanding, etc. From this analysis a ranking of the eleven bidders was performed. During the evaluation process, two of the eleven (11) bidders withdrew their bids; SunGard Public Sector, and MS Govern. Of the remaining nine (9), the review team selected a short-list of three (3) bidders whose proposals offered the best match to City functional requirements, and best balance of scope, quality of services and resources, and understanding and commitment to City project objectives.

Short-listed bidders were:

- Tyler/Munis
- Velocity/Lawson
- AMX/JD Edwards

Finalists were invited to participate in mandatory on-site product demonstrations, which were held from November 30th – December 18th 2009. This extensive demonstration process included participants from all impacted and relevant areas of the City's administration including Finance, IT, City Clerk, Community Development and Planning, Fire, Library, Police, Public Health, and Schools. Each participant was asked to rate the bidders based on their product and participation, and these scores were aggregated by Schafer Consulting to create a ranking of the finalists.

Following the demonstrations, the City and Schafer Consulting performed extensive due-diligence on the finalist bidders, including a reference and customer interview of both bidder-supplied and unsolicited references. These references were aggregated to highlight areas of strength and weakness, and to identify appropriate follow-up questions and issues for the City to present to the bidders. During this further due diligence, each finalist was requested to provide on-site demonstrations of specific functionality to address questions and concerns of the City.

At the conclusion of this reference checking and further product investigation, two final bidders were selected for customer site visits; Tyler/Munis, and Velocity/Lawson. Between January through April 2010 City staff performed bidder reference site visits to five municipalities (Providence RI, Newport RI, Springfield MA, High Point NC, Charlotte NC), and attended one bidders annual user conference to solicit non-reference customer feedback. During site visits, City staff observed or participated in hands-on evaluation of the use of that system in actual daily municipal operations.

Finalists were:

- Tyler/Munis
- Velocity/Lawson

The City's ERP Project Management Team and other appropriate staff consensually selected the Lawson financial management application as their software product of choice, and project co-sponsors CFO Gilbar and IT Director Barker began direct contract and final-pricing negotiations with representatives of Lawson Software. Assisting in negotiations were staff from the City's Legal Department, and contracted legal staff from Orr & Reno of Concord NH. Negotiations with Lawson Software were concluded on May 12th, 2010, and all agreements and addendums were finalized and approved by the City's Legal and Risk Management departments.

To realize a further negotiated discount of approximately \$120,000 offered by Lawson Software for orders submitted before the end of Lawson's fiscal year of May 31st, 2010, the City has expedited this agreement, and our submission to the Mayor, and the Finance Committee of the Board of Aldermen.

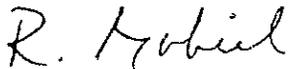
IT Director Barker and CFO Gilbar negotiated final pricing and contract terms & conditions with Lawson Software for a total net product cost of \$687,084, and an annual maintenance price of net product approximately \$139,300. Further discounts for fixed price future purchases of software, licenses, services, or training were also negotiated.

The Velocity/Lawson proposal dated October 1, 2009 is in the Aldermanic Office for your review. The proposed contract is receiving final review by both our Legal and Risk Management Departments.

The IT Division, Financial Services Division, and this Office recommend awarding the contract in the amount of **\$687,084** to **Lawson Software Americas, St. Paul, MN.**

Funding will be through account **722-64040 Computer Software – City-Wide "ERP" System.**

Respectfully,



Robert Gabriel
Purchasing Manager

Cc: M. Gilbar J. Barker



THE CITY OF NASHUA

Administrative Services Division

"The Gate City"

To: Mayor Donchess
Finance Committee

From: Kim Kleiner, Director of Administrative Services

Date: March 10, 2020

Subject: D.L. King & Associates, Chamber Renovations, Change Order

On December 18, 2019, the D.L. King & Associates contract was approved by Finance Committee in the amount of \$134,900 for upgrades to the Aldermanic Chamber.

Once construction of the upgrades began, it was discovered that the current existing aisle vinyl composition tile (VCT) contained asbestos. Based on this finding, a change order for additions to the contract needed to be added to include the removal, abatement and air clearance testing of the current tile and replacement with new vinyl flooring.

Attached is Change Order #1 in the amount of \$12,358.06 which in addition to the above work includes drawers to be added to the aldermanic desks along with strip lighting. The new contract total is \$147,258.06. These additional improvements are needed to upgrade the current space into a more functional space for Aldermanic meetings. The source of funds for this change order is the Building Trust Fund.



27 Tanglewood Dr.
 Nashua, NH 03062
 Office: 603-883-5880
 Fax: 603-883-5061

**Nashua Aldermanic Chamber – Change Order Proposal for Flooring,
 Counter Drawers and Strip Lighting**

February 13, 2020

Dan Kooken
 229 Main Street
 Nashua NH 03060

Mr. Kooken

D.L. King & Associates, Inc. is pleased to submit the enclosed proposal for Nashua Aldermanic Chambers Project. Our proposal includes replacing the existing VCT aisle with new LVT flooring, add drawers to aldermanic desks and add striping lighting to aldermanic desks.

The existing VCT flooring was tested and found to contain asbestos. Our proposal includes proper removal, abatement and air clearance testing of existing aisle VCT. New LVT Flooring will be installed including all necessary floor prep. New LVT flooring will be "Interface, Walk of Life™ | LVT. Collection: Look Both Ways™, Style #: A012,Color: A01202 Pumice".

Pricing for work is as follows.

Flooring Replacement

Hygienist Asbestos Testing	\$ 490.00
Removal, abatement and air clearance testing	\$ 2,900.00
Supply and Install new LVT Flooring	\$ 2,300.00
Credit for Bench Seat Cushions – Removed from scope	(\$ 5,500.00)
<u>Add Drawers to Aldermanic Desks</u>	\$ 6,090.00
<u>Add Strip Lighting to Aldermanic Desks</u>	<u>\$ 4,255.43</u>
2% Bond and Insurance:	\$ 210.71
Subtotal:	\$ 10,746.14
15% OH&P:	\$ 1,611.92
<u>Grand Total: \$ 12,358.06</u>	

Attached are the subcontractor quotations for the work listed above.

Cut sheets on the new strip lighting is attached for review.

Feel free to contact us with any questions.

Yours truly,

Arthur E King; PE; CEO
 D L King & Associates, Inc.

2/18/20



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

March 26, 2020
Memo #20-092

TO: MAYOR DONCHESS
FINANCE COMMITTEE

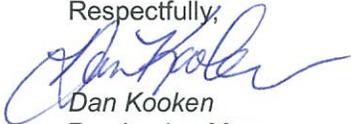
SUBJECT: FY21 UNLEADED FUEL CONTRACT – CITY OF NASHUA (VALUE ESTIMATED
\$337,986)
DEPARTMENT: 186 TRANSPORTATION; FUND: VARIOUS DEPARTMENT'S
GENERAL FUNDS AND GRANT FUNDS

Please see attached communication to Mayor Jim Donchess from Camille Pattison, Transportation Manager, dated March 18, 2020 for information related to this contract award.

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

The Transportation Manager and the Purchasing Department recommend the award of the contract with an estimated amount of **\$337,986** to **Global Montello Group Corp. of Waltham, MA.**

Respectfully,



Dan Kooker
Purchasing Manager

Cc: C. Pattison J. Graziano



City of Nashua
Community Development Division

City Hall, 229 Main Street, PO Box 2019
Nashua, New Hampshire 03061-2019
www.nashuanh.gov

Community Development	589-3095
Planning and Zoning	589-3090
Building Safety	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Conservation Commission	589-3105
Transportation	880-0100
FAX	589-3119

Date: March 18, 2020

To: Jim Donchess, Mayor

From: Camille Pattison, Transportation Manager

Re: Finance Committee – Unleaded Fuel Contract

Nashua Transit System (NTS) has seven (7) vans that are gasoline powered. FTA is requiring Nashua Transit to have a fixed price contract for regular unleaded gasoline. As NTS shares the fueling station with multiple city departments, we will all benefit from this contract rate. The bid covers rates in FY21 with an option to extend in FY22.

A Bid was posted and sent to seven (7) vendors and we received three (3) responses from qualified vendors as shown below:

1. Dennis K Burke, Inc. FY21 @ \$1.635 and FY22 @ \$1.785 per gallon
2. Broco Oil, Inc. FY21 @ \$1.59937 and FY22 @ \$1.714 per gallon
3. Global Montello FY21 @ \$1.5702 and FY22 @\$1.629 per gallon

Based on the low bid and qualifications of Global Montello Group Corp. it is the recommendation of the Transportation Department to accept them as a responsible and responsive vendor to receive the contract for delivery for the City of Nashua.

The FY21 Estimated Usage (citywide) per the Purchasing Department is 215,250 @ \$1.5702 per gallon or \$337,986.

We request that the Finance Committee approve a contract with Global Montello Group Corp. for FY21 unleaded gasoline in the amount of \$1.5702 per gallon and an option to extend for FY22 in the amount of \$1.629 per gallon.

**REGULAR 87 UNLEADED GASOLINE WITH A MAXIMUM 10% ETHANOL
AGREEMENT BETWEEN THE CITY OF NASHUA, NH**

AND

GLOBAL MONTELLO GROUP CORP.

THIS AGREEMENT is made and entered into effective as of _____, 2020 by and Between the CITY of Nashua, located at 229 Main Street, Nashua, NH 03060 (the "CITY") and Global Montello Group, located at 800 South Street, Waltham, MA 02454 (the "CONTRACTOR")

WITNESSETH

WHEREAS, the CITY is desirous of obtaining Regular 87 Unleaded Gasoline with a Maximum 10% Ethanol for the City of Nashua. NOW, THEREFORE, in consideration of the foregoing Recitals and covenants and agreements of each of the parties herein set forth, the parties do agree as follows:

1. CONTRACTOR SERVICES

The CITY does hereby engage and retain the CONTRACTOR to deliver REGULAR 87 . UNLEADED GASOLINE WITH A MAXIMUM 10% ETHANOL.

2. COMMENCEMENT AND TERM

Deliveries shall commence upon the full execution of this Agreement and shall proceed diligently and in good faith from July 1, 2020 through June 30, 2021 – with an option to extend for up to one (1) year.

- The CONTRACTOR will deliver quantities requested to all specified City locations within a 24-hour time period. Friday requests will be delivered on Monday.
- The CONTRACTOR's drivers will take precautions to prevent spillage during deliveries. Driver will immediately notify CITY of Nashua personnel of problems resulting from defective equipment at any of our delivery locations in Nashua, NH. **The City of Nashua will not be responsible for spillage during deliveries.**
- Quantity of 215,250 gallons stated as an estimate based on history and anticipated needs. The CITY shall not be bound to this specific quantity to fulfill the agreement.

- Deliveries must be made between 7:00 am – 4:00pm EST.
- An authorized CITY of Nashua employee must sign all delivery slips.
- All invoices must be forwarded to CITY of Nashua, c/o Accounts Payable, City Hall 229 Main Street, PO Box 2019, Nashua, NH 03061-2019. Invoices must identify the delivery point, date and quantity, and must include proof of delivery slip.
- Delivery price will be **\$1.5702 per gallon** for the duration of this agreement. The offered price shall include all taxes, fees, delivery costs.
- The CONTRACTOR's Certificate of Liability Insurance must be on file at the CITY's Purchasing Office and Risk Management Department. New certificates must be forwarded as coverage is renewed.
- No confirming purchase order will be mailed to the CONTRACTOR from the CITY.
- No purchase order needs to be referenced on invoices. Location of delivery point is the critical data to identify the CITY of Nashua cost center.
- All requests for delivery will come from an authorized CITY employee.
- The CITY is utilizing funds from the Federal Transit Administration for the project. The federally required FTA clauses for this contract can be found in the attached document **Exhibit A – FTA Clauses which are incorporated herein by reference.**

3. INSURANCE REQUIREMENTS

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

- General Liability (**which must include hazardous materials/waste coverage**):
 - \$1,000,000 per Occurrence
 - \$2,000,000 Aggregate
 - (City of Nashua Additional Insured)

→ Motor Vehicle Liability:
\$1,000,000 Combined Single Limit *coverage must include all owned, non-owned and hired vehicles.

(City of Nashua Additional Insured)

→ Workers' Compensation Coverage according to Statute of the State of New Hampshire:

\$100,000/\$500,000/\$100,000

(Sole Proprietors not subject to Workers' Compensation requirements)

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

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

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

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

CONTRACTOR will provide the CITY with certificates of insurance for coverage, as listed, and endorsements affecting coverage required by the Agreement. The CITY 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, Employer's Liability and Auto Liability policies must name the City of Nashua as additional insured and reflect on the certificate of insurance.** CONTRACTOR is responsible for filing updated certificates of insurance with the **City of Nashua's Risk Management Department** during the life of the contract.

- 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, CONTRACTOR must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve CONTRACTOR of its responsibilities or limit the amount of its liability to the CITY or other persons, and CONTRACTOR is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by CITY shall be called upon to contribute to a loss.
- CONTRACTOR is responsible for and required to remedy all damage or loss to any property, including property of the CITY, caused in whole or part by CONTRACTOR or anyone employed, directed, or supervised by CONTRACTOR.

Regardless of any coverage provided by any insurance, CONTRACTOR agrees to indemnify and shall defend and hold harmless the CITY, its agents, officials, employees and authorized representatives and their employees from and against any and all suits, causes of action, legal or administrative proceedings, arbitrations, claims, demands, damages, liabilities, interest, 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 CONTRACTOR or of anyone acting under its direction or control on its behalf in connection with or incidental to the performance of this contract. CONTRACTOR's indemnity, defense and hold harmless obligations, or portions thereof, shall not apply to liability caused by the negligence or willful misconduct of the party indemnified or held harmless.

4. **GOVERNING LAW AND VENUE**

This Agreement shall be interpreted and enforced in accordance with the laws of the state of New Hampshire, excluding any choice of Law or conflicts of law rules that would result in the application of the laws of a different jurisdiction, and any litigation related to this Agreement shall be brought in a state court located in the State of New Hampshire.

5. **SEVERABILITY**

If any provision of this Agreement is determined to be void, unlawful, or otherwise unenforceable, that provision shall be severed from the remainder of this Agreement, and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible, or otherwise modified in such fashion as to preserve, to the maximum extent possible, the original intent of the Parties, and this Agreement, as so modified shall continue to be in full force and effect.

6. **AMENDMENT**

No modification, amendment, or other change to this Agreement shall be effective unless agreed to in writing signed by each of the Parties.

Any proposed modification to the Scope of Work, including schedule, shall be submitted in writing to the CITY with an explanation for the need to amend the Agreement and proposed adjustment.

7. **NO WAIVER**

Failure or forbearance by and Party to exercise any of its rights or remedies under this Agreement shall not constitute a waiver of such rights or remedies in that or any other instance. No Party shall be deemed to have waived any right or remedy resulting from such failure to perform unless it has made such waiver specifically in writing.

8. **TERMINATION**

This Agreement can be terminated, in its sole discretion, by the CITY at any time, and CONTRACTOR will be paid for all work performed up to the termination date. The CITY shall have the benefit of all work performed to the date of termination, and is entitled to all work, reports, drafts, notes, recommendations, etc. performed or prepared by CONTRACTOR up to the termination date. For termination by default please refer to the FTA clauses located within Exhibit A.

9. **ENTIRE AGREEMENT**

This Agreement and any amendments to this Agreement contain the complete agreement between the Parties with respect to the subject matter of this Agreement and supersede all other agreements and understandings, whether written or oral, with respect to the matters contained in this Agreement, including any letters of intent, term sheets or similar proposals exchanged by the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the

CITY OF NASHUA

By: James W. Donchess, Duly Authorized

Signature: _____

Title: Mayor

Date: _____

CONTACTOR

By: _____, Duly Authorized

Signature: _____

Title: _____

Date: _____

1. Privacy

- (a) The CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.
- (b) The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

2. Non-Discrimination

- (a) Title VI of the Civil Rights Act of 1964
The CONTRACTOR agrees to comply with all requirements of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d section 303 of the Age Discrimination Act of 1975, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, § 12132, and Federal transit law at 49 U.S.C. § 5332, all as amended as well as USDOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation", 49 CFR Part 21. In addition, the CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- (b) Equal Employment Opportunity
The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be 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. The CONTRACTOR shall insert the foregoing provision (modified only to show the particular contractual relationship) in all its third party contracts, except contracts for standard commercial supplies or raw materials and construction contracts, and shall require all such CONTRACTORS to insert a similar provision in all subcontracts, except contracts for standard commercial supplies or raw materials.

The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

- (c) Disadvantaged Business Enterprise (DBE)
 - a. This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Nashua Transit's overall goal for DBE participation is 2.0%. A separate contract goal has not been established for this procurement.
 - b. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted

contract. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as Nashua Transit deems appropriate. Each subcontract the CONTRACTOR signs with a SUBCONTRACTOR must include the assurance in this paragraph (see 49 CFR 26.13(b)).

- c. The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.
- d. The CONTRACTOR is required to pay its SUBCONTRACTOR'S performing work related to this contract for satisfactory performance of that work no later than 30 days after the CONTRACTOR'S receipt of payment for that work from Nashua Transit.
- e. The CONTRACTOR must promptly notify Nashua Transit, whenever a DBE SUBCONTRACTOR performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE SUBCONTRACTOR to perform at least the same amount of work. The CONTRACTOR may not terminate any DBE SUBCONTRACTOR and perform that work through its own forces or those of an affiliate without prior written consent of Nashua Transit.

Failure of the CONTRACTOR to comply with this section or to include it in any subcontract of any tier will constitute a breach of Contract and, after notification of DOT, may result in termination of the Contract by the CITY or such remedy as the CITY deems appropriate.

(d) Access Requirements for Individuals with Disabilities

The CONTRACTOR shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy. Consultant shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any regulations and subsequent amendments.

3. Records

Where the CITY is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the CONTRACTOR agrees to provide the CITY, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. CONTRACTOR also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO CONTRACTOR access to CONTRACTOR'S records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The CONTRACTOR agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case CONTRACTOR agrees to maintain same until the CITY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

The CITY shall require copies of all of the records of the CONTRACTOR'S employees to include but not limited to driver's license, driver's record, DOT physicals and requirements, training records, certified background report, certified drug & alcohol report and any other paperwork that pertains to the operating of the CITY'S FRPS. The CITY shall have the right of access to and inspection of the records during this agreement.

All operators must have annual DOT physicals. The CONTRACTOR shall provide an annual report that states the operators did have their annual physicals.

4. Environmental Resource Conservation and Energy Requirements

To the extent applicable, the CONTRACTOR agrees to comply with the requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; Section 14 of the Federal Transit Act, as amended, 49 U.S.C. app. §§ 1610; the Council on Environmental Quality regulations, 40 C.F.R. Part 1500 et seq.; and the joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," at 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

(a) Air Pollution.

The CONTRACTOR agrees to comply with the joint FHWA/FTA regulations, "Air Quality Conformity and Priority Procedures for Use in Federal-Aid Highway and 49 C.F.R. Part 623. The CONTRACTOR agrees to obtain satisfactory assurances that any facilities or equipment acquired, constructed, or improved under the contract are or will be designed and equipped to limit air pollution as provided in accordance with the following EPA regulations: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600; in accordance with the applicable Federally-approved State Implementation Plan (in particular, the Transportation Control Measures); and in accordance with applicable Federal regulations, directives and other standards. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

(b) Energy Conservation.

The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable State energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321 et seq.

(c) Clean Water

The CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The CONTRACTOR shall report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

5. Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to benefit thereof.

6. Federal Participation. Laws. Regulations. and Assistance

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Nashua Transit and FTA, as they may be amended or promulgated from time to time during the term of this contract. CONTRACTOR'S failure to so comply shall constitute a material breach of this contract.

The CITY FRPS is supported by assistance from the Federal Transit Administration financial assistance. This Agreement is subject to the terms of financial assistance contracts between the CITY of Nashua and the US Department of Transportation. The CONTRACTOR shall comply with existing and future federal requirements while providing services under this Agreement.

7. No Government Obligation

- (a) The CITY and the CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the CITY, the CONTRACTOR, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
- (b) The CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the SUBCONTRACTOR who will be subject to its provisions.
Incorporate FTA Terms

"General Contract Provisions," includes, in part, certain standard terms and conditions required by DOT, whether or not expressly set forth in the Contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause the CITY to be in violation of the FTA terms and conditions.

8. Program Fraud and False or Fraudulent Statements or Related Acts.

- (a) The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.
- (b) The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONTRACTOR, to the extent the Federal Government deems appropriate.

- (c) The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the SUBCONTRACTOR who will be subject to the provisions.

9. Entire Agreement

This Agreement contains the entire agreement between the CITY and the CONTRACTOR and no oral agreement, promise, statement or representation, which is not herein contained, shall be binding upon the CITY or the CONTRACTOR. All amendments to this Agreement shall be in writing and executed by both parties.

10. Termination

Termination for Default, Breach or Cause: If the CONTRACTOR does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the CONTRACTOR fails to perform in the manner called for in the contract, or if the CONTRACTOR fails to comply with any other provisions of the contract, CITY may terminate this contract for default. Termination shall be effected by serving a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by CITY that the CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the CONTRACTOR, CITY, after setting up a new delivery or performance schedule, may allow the CONTRACTOR to continue work, or treat the termination as a termination for convenience.

Opportunity to Cure: CITY, shall, in the case of a termination for breach or default, allow the CONTRACTOR (10) ten days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If CONTRACTOR fails to remedy to CITY'S satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by CONTRACTOR of written notice from CITY setting forth the nature of said breach or default, CITY shall have the right to terminate the Contract without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude CITY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

Waiver of Remedies for any Breach: In the event that CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by CITY shall not limit CITY'S remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

Termination for Convenience (Cost-Type Contracts): Either party may terminate this contract, or any portion of it, by serving a 120 day written notice or termination on the other party. If the termination is for the convenience of CITY, the CONTRACTOR shall be paid the contract price for services performed in accordance with the manner of performance set forth in the contract.

CONTRACTOR may, upon the giving of ninety (90) days advance notice, terminate this Agreement if the CITY fails to cure a default within thirty (30) days of written notice of such default given by the CONTRACTOR. If more than thirty (30) days is required to cure such default, a reasonable period of time shall be permitted, provided both parties agree in writing as to the time period to be substituted. Default as used herein means failure to comply and fulfill material terms, obligations and conditions of this Agreement.

11. Caption

The caption headings of each paragraph hereof are intended for ease of reference only and do not constitute part of this Agreement. Likewise, the captions shall not be deemed to indicate the intentions of the parties hereto.

12. Waiver

The failure to enforce at any time any of the provisions of this Agreement and to require at any time performance of any party of any of the provision hereof shall in no way be construed to be a waiver of such provisions or to affect either the validity of this Agreement, or any part hereof, or the right of each party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

13. Governing Law

This Agreement shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this Agreement, 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.

14. Resolution of Disputes. Breaches and other Litigation

The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation may be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose pursuant to this Agreement. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.

Performance During Dispute - Unless otherwise directed by CITY, CONTRACTOR shall continue performance under this Agreement while matters in dispute are being resolved.

Claims for Damages - Should either party to the Agreement suffer injury or damage to person or property because of any act or omission of the other party or of any of his or her employees, agents or others for whose acts he or she is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Rights and Remedies - The duties and obligations imposed by the Agreement and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by CITY or the CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under, except as may be specifically agreed in writing.

15. Cargo Preference

Contracts involving equipment, materials or commodities which may be transported by ocean vessels. These requirements do not apply to micro-purchases (\$3,500 or less, except for construction contracts over \$2,000). Contractor shall: a. use privately owned US-Flag commercial vessels to ship at least 50% of

the gross tonnage (computed separately for dry bulk carriers, dry cargo liners and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US flag commercial vessels; b. furnish within 20 working days following the loading date of shipments originating within the US or within 30 working days following the loading date of shipments originating outside the US, a legible copy of a rated, "on-board" commercial bill-of-lading in English for each shipment of cargo described herein to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the recipient (through contractor in the case of a subcontractor's bill-of-lading.); c. include these requirements in all subcontracts issued pursuant to this contract when the subcontract involves the transport of equipment, material or commodities by ocean vessel; d. Requires Bidder and subcontractors at every tier to use United States-flag air carriers, to the extent service by these carriers is available. When the contract may involve the international transportation of goods, equipment, or personnel by air, the contract must. 49 U.S.C. 40118 and 4 CFR Part 52.

16. Rights and Remedies

The duties and obligations imposed by this Agreement and the rights and remedies available under this Agreement shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

17. Incorporation of FTA Terms

The preceding provisions include, in part, certain Standard Terms & Conditions required by USDOT, whether or not expressly stated in the preceding contract provisions. All USDOT-required contractual provisions, as stated in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any request that would cause the recipient to be in violation of FTA terms and conditions.

18. Federal Changes

Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the purchaser and FTA, as they may be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

19. Fly America Requirements

Applicability – all contracts involving transportation of persons or property, by air between the U.S. and/or places outside the U.S. These requirements do not apply to micro-purchases (\$10,000 or less, except for construction contracts over \$2,000).

Contractor shall comply with 49 USC 40118 (the "Fly America" Act) in accordance with General Services Administration regulations 41 CFR 301-10, stating that recipients and subrecipients of Federal funds and their contractors are required to use US Flag air carriers for US Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a US flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Contractor shall include the requirements of this section in all subcontracts that may involve international air

transportation.

**APPENDIX A
CERTIFICATION OF PRIMARY PARTICIPANT - DEBARMENT**

The CONTRACTOR certifies that it, its principals as defined in 49 CFR 29.995, or affiliates, as defined in 49 CFR 29.905:

1. Are not presently debarred, suspended, purposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal, or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction.

The CONTRACTOR certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 et seq. are applicable hereto.

Executed this _____ day of _____ 2019.

By: _____
(Signature of authorized official)

(Title of authorized official)

**APPENDIX B
CERTIFICATION OF RESTRICTIONS ON LOBBYING**

I, _____ hereby certify on behalf of the
_____ that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____ 2019.

By: _____
(Signature of authorized official)

(Title of authorized official)



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

March 26, 2020

Memo #20-093

To: MAYOR DONCHESS
FINANCE COMMITTEE

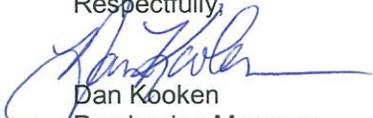
SUBJECT: CONTRACT FOR PROFESSIONAL SERVICES WITH PROPERTY VALUATION
ADVISORS (VALUE: \$35,000)
DEPARTMENT: 132 ASSESSING; FUND: GENERAL FUND - OVERLAY

Please see the attached communication from the Office of Corporation Counsel on behalf of the Assessing Department, dated March 18, 2020 for information related to this contract.

Pursuant to NRO § 5-83 **Professional Services** (A) In the purchase of accounting, architectural, auditing, engineering, legal, medical and ambulance services and purchases of independent professional consultant services for personnel, data processing, actuarial, planning, management and other comparable purchases competitive bidding shall not be required.

The Office of Corporation Counsel, Assessing Department and Purchasing respectfully request your approval of this contract with **Property Valuation Advisors of Newburyport, MA** in an amount of **\$35,000**.

Respectfully,



Dan Kooker
Purchasing Manager

Cc: K. Kleiner J. Graziano

Steven A. Bolton
Corporation Counsel
BoltonS@nashuanh.gov

Dorothy Clarke
Deputy Corporation Counsel
ClarkeD@nashuanh.gov

Celia K. Leonard
Deputy Corporation Counsel
LeonardC@nashuanh.gov



CITY OF NASHUA
OFFICE OF CORPORATION
COUNSEL
MEMORANDUM

229 Main Street
P.O. Box 2019
Nashua, NH 03061-2019

T: (603) 589-3250
F: (603) 589-3259

Legal@nashuanh.gov

TO: Mayor Donchess
Finance Committee

FROM: Office of Corporation Counsel on behalf of Assessing Department

DATE: March 18, 2020

RE: *Professional Services Contract with Property Valuation Advisors for Real Estate Appraisal*

Attached is a contract between the City and Stephen Traub, Property Valuation Advisors, for consultation and appraisal services for various tax abatement appeals.

Property Valuation Advisors

63 Hill St. Newburyport, MA 01950

Phone 978-462-4347

E-mail straub@shore.net

1/28/2020

Celia K. Leonard
Nashua Assistant Corporation Counsel
Nashua, NH City Hall
(Sent by PDF e-mail attachment to LeonardC@nashuanh.gov)

Ms. Leonard:

Re: Appraisal of a package of eleven warehouse/industrial parcels in Nashua with a valuation date of 4/1/2018 as follows:

	Acct. #:	Map	Property Address:	Ownership:	Property Type:	SF	2018 Assessment:
1	42,146	G-480	16 Airport RD	Law Realty Co. Inc.	Coml. Warehouse	17,832	\$ 898,300
2	42,145	G-481	17 Airport RD	Law Realty Co. Inc.	Coml. Warehouse	10,101	\$ 645,100
3	42,144	G-482	18 Airport RD	Law Realty Co. Inc.	Coml. Warehouse	10,870	\$ 677,400
4	19,816	G-4	27 Airport RD	Law Realty Co. Inc.	Coml. Warehouse	125,834	\$ 5,901,500
5	19,818	G-34	30 Airport RD	Law Realty Co. Inc.	Coml. Warehouse	133,822	\$ 5,249,700
6	16,074	G-77	15 Charron ST	Law Realty Co. Inc.	Coml. Warehouse	75,468	\$ 2,968,600
7	28,980	G-89	17 Tanguay Ave.	Law Realty Co. Inc.	Factory	45,278	\$ 2,485,200
8	40,230	G-452	18 Tanguay Ave.	Law Realty Co. Inc.	Industrial/Warehouse	9,441	\$ 620,600
9	27,528	E-125	375 W. Hollis ST	Law Realty Co. Inc.	Factory/Warehouse	93,200	\$ 4,077,200
10	33,062	H-173	3 Capitol ST	State Street Realty Inc.	Factory/Warehouse	52,915	\$ 2,621,200
11A	37,974	H-174 L4	4 Capitol ST	State Street Realty Inc.	Industrial Bldg. (Bldg Only)	100,000	\$ 3,111,500
11B	33,060	H-174-4	4 Capitol ST	State Street Realty Inc.	Coml. Land (Land Only)	5	\$ 1,607,500

Based on the nature and necessary scope of the assignments and the purposes for which they will be used (potential litigation), I suggest narrative appraisals in appraisal report formats conforming to USPAP Standards 1 and 2. My estimate to complete these appraisals and appraisal reports (delivered by transmissible and reproducible PDFs of each property) is:

If all eleven properties above are ordered and completed as a package, the total cost would be \$35,000. Once the reports are completed, any subsequent consulting or expert testimony, etc., would be at \$150 per hour plus expenses. As a timeframe, I estimate completion of the final reports a week before May 31st or sooner.

Lastly, as required by USPAP, I must notify you, a potential client, that I have not appraised any of these properties in the past three years for the City, nor provided valuation services (or any services) in the past three years on these properties.

Sincerely,



Stephen Traub, ASA NHCG-350

**City of Nashua
Professional Services Contract
Real Estate Appraisal**

This Contract is made as of April __, 2020, by and between the **City of Nashua**, a New Hampshire municipal corporation, 229 Main Street, Nashua NH 03061 (“City”) and **Stephen Traub, ASA, NHCG-350, Property Valuation Advisors**, 63 Hill Street, Newburyport, MA 01950 (“Appraiser”). Each of the City and the Appraiser are a “Party” and collectively, the “Parties.”

WHEREAS, the City has need of an independent real estate appraiser to render consultation and reports in various tax abatement appeals filed in New Hampshire Superior Court for tax year 2018 and to provide, if required, expert support for settlements and mediations and expert testimony in those appeals (collectively, the “Matter”); and

WHEREAS, the Appraiser represents that he is qualified to render such services for the City.

NOW THEREFORE, in consideration of the mutual promises set forth in in this Agreement and for other good and valuable consideration, the Parties hereby agree to the following:

1. PROPERTY IDENTIFICATION (each and collectively a “Property”)

	Acct. #:	Map	Property Address	Ownership	Property Type	SF	2018 Assessment
1.	42,146	G-480	16 Airport RD	Law Realty Co. Inc.	Coml. Warehouse	17,832	\$898,300
2.	42,145	G-481	17 Airport RD	Law Realty Co. Inc.	Coml. Warehouse	10,101	\$645,100
3.	42,144	G-482	18 Airport RD	Law Realty Co. Inc.	Coml. Warehouse	10,870	\$677,400
4.	19,816	G-4	27 Airport RD	Law Realty Co. Inc.	Coml. Warehouse	125,834	\$5,901,500
5.	19,818	G-34	30 Airport RD	Law Realty Co. Inc.	Coml. Warehouse	133,182	\$5,249,700
6.	16,074	G-77	15 Charron ST	Law Realty Co. Inc.	Coml. Warehouse	75,468	\$2,968,600
7.	28,980	G-89	17 Tanguay AVE	Law Realty Co. Inc.	Factory	45,278	\$2,485,200
8.	40,230	G-452	18 Tanguay AVE	Law Realty Co. Inc.	Industrial/Warehouse	9,441	\$620,600
9.	27,528	E-125	375 W. Hollis ST	Law Realty Co. Inc.	Factory/Warehouse	93,200	\$4,077,200
10.	33,062	H-173	3 Capitol ST	State Street Realty	Factory/Warehouse	52,915	\$2,621,200
11A	37,974	H-174L4	4 Capitol ST	State Street Realty	Ind. Bldg (Bldg only)	100,000	\$3,111,500
11B	33,060	H-174-4	4 Capitol ST	State Street Realty	Coml. Land (land only)		\$1,607,500

2. INTEREST VALUED & TYPE OF VALUE

Fee simple. Market value.

3. INTENDED USE

To assist City and trier of fact, the Hillsborough County Superior Court, if required, in determining market value for purposes of tax abatement appeals.

4. DATE OF VALUE

As of April 1, 2018

5. CONTRACT TERM.

The term of this Contract will commence as of the date of this contract and continue until such time as Appraiser's services in the Matter are no longer required.

6. SCOPE OF SERVICES.

The Appraiser agrees to perform the following scope of services under this Contract for market value of the Property as of April 1, 2018:

- a. The Appraiser will review pertinent public documents relative to the Property as well as materials, photographs, exhibits, and other relevant documents associated with the Matter.
- b. The Appraiser will make a personal on-site inspection of the Property.
- c. The Appraiser will develop professional opinions regarding the fair market value of the Property as of April 1, 2018.
- d. The Appraiser will provide a written appraisal of the fee simple interest.

The contents and conclusions of the report will be treated confidentially by the Appraiser. The Appraiser will release the report only at the direction of the client, at the direction of a court order or subpoena or for peer review by the Appraisal Institute in compliance with the Code of Ethics.

A draft report is due to the City no later than May 28, 2020 and final report(s) are due no later than June 11, 2020.

- e. The Appraiser will provide expert support for settlement discussions and mediations and offer expert testimony in the Matter, if needed by the City. The Parties understand and agree that the Appraiser may be required to offer both deposition and trial testimony in the Matter.

7. PAYMENTS FOR SERVICES

The Parties understand and agree that the fee for the services described above in 6 a – d will be \$35,000 for all eleven Properties as a package. Specific services will be provided and paid for according to the following fee schedule:

- a. In exchange for the services described above in 6 a – d for all eleven Properties, and upon submission of an invoice pursuant to section 10, the City will pay the Appraiser for the appraisal report(s).
- b. In consideration for any services described above in 6 e, and upon submission of an invoice pursuant to section 10 for the services performed, the City will pay the Appraiser an hourly fee of one hundred and fifty dollars (\$150.00) plus expenses.

8. PAYMENT.

- a. Fees shall be paid for services rendered following the City's receipt of a correct invoice, which designates the specific applicable charges. The City will not be subject to any late payment charges or interest. Rates shall be fixed during the term of this Contract. The City will process correctly documented invoices for payment and Appraiser should receive payment for such invoice thirty (30) days from receipt by the City.
- b. All invoices shall be submitted to Attorney Celia K. Leonard via email at leonardc@nashuanh.gov. The invoices shall include (but not be limited to) the following information: Date of invoice, project identifier, Property address, itemization to include line item costs for services and total of all costs billed to date.

9. CITY'S CONTRACT ADMINISTRATOR.

The City Office of Corporation Counsel will manage the Contract on behalf of the City and will be the principal point of contact for the City concerning the Appraiser's performance under this Contract

10. CONTRACT ADMINISTRATION.

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective if and only if it is in writing properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

To City at: Celia K. Leonard, Deputy Corporation Counsel
 Office of Corporation Counsel
 229 Main Street, PO Box 2019
 Nashua, NH 03061-2019
leonardc@nashuanh.gov

To Appraiser at: Stephen Traub
 Property Valuation Advisors
 63 Hill Street, Newburyport, MA 01950
straub@shore.net

11. APPRAISER AS AN INDEPENDENT CONTRACTOR.

The Appraiser shall be and shall remain an Independent Contractor with respect to all services performed hereunder and he agrees to and does hereby accept full and exclusive liability for the payment of any and all contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law which are measured by the wages, salaries or other remunerations paid to the Appraiser or persons employed by the Appraiser for work performed under the terms of this Contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now, or hereafter may be, issued or promulgated under said respective laws.

Employment to make this appraisal and the fee charged are **NOT** contingent upon reporting a pre-determined value, future value or any conclusion related to the subject property, nor the approval of any loan or result of any litigation.

12. OWNERSHIP OF WORK PRODUCT.

- a. Unless otherwise provided, data that originates from this Contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the City. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, or source code and object code. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.
- b. Data which is delivered under this Contract, but which does not originate therefrom, shall be transferred to the City with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver perform, dispose of, and to authorize others to do so; provided, that such license shall be limited to the extent which the Appraiser has a right to grant such a license. The Appraiser shall exert all reasonable effort to advise the City at the time of delivery of data furnished under this Contract, of all known or potential infringements for privacy or other intellectual property contained therein and of any portion of such document that was not produced in the performance of this Contract. The City shall have the right to modify or remove any restrictive marking placed upon the data by the Appraiser.
- c. Appraiser shall not use or in any manner disseminate any work product or program under this Contract to any third party without the prior written permission of the City.

13. RECORDS.

The Appraiser shall maintain records of all details with respect to the services to be performed under this Contract, including one complete copy of each appraisal report and related notes, for three (3) years after delivering the report.

14. QUALIFICATIONS.

The Appraiser warrants that he or she is qualified to perform the services to be furnished under this Contract and is permitted by law to perform such services. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity. Appraiser shall use all approaches necessary to develop a credible opinion of value. In addition, the Appraiser certifies that the statement, which shall be appended to his or her appraisal, setting forth his or her technical qualifications, general appraisal experience, specific experience in appraising properties of the type involved in this Contract, the courts in which he or she has testified as an expert witness, and other information pertinent to establishing his or her technical qualifications is true and correct.

15. CONTRACT TERMINATION.

a. Termination for Default. If either the City or the Appraiser violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of a proposed correction to such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be at the sole discretion of the aggrieved party. If it is determined for any reason the failure to perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience. This section shall not apply to any failure(s) to perform that result from the willful or negligent acts or omissions of the aggrieved party.

b. Term for Convenience. When it is in the best interest of the City, the City may terminate this Contract, in whole or in part by providing fourteen (14) calendar days or other appropriate length of time written notice to the Appraiser prior to the effective date of termination. If this Contract is so terminated, the City is liable only for payments required by the terms of this Contract for services received and accepted by the City.

16. APPLICABLE LAW, REMEDIES.

This Contract shall be governed in accordance with the laws of the State of New Hampshire. All claims, counterclaims, disputes and other matters in question between the City its agents and employees, and the Appraiser arising out of or relative to this Contract or its breach will be brought in the Hillsborough County Superior Court, Sothern District, State of New Hampshire.

17. NONEXCLUSIVE REMEDIES.

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under the law.

18. MODIFICATIONS.

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Appraiser.

19. SEVERABILITY.

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

20. SURVIVORSHIP.

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

21. ASSIGNMENT.

This Contract may not be assigned or otherwise transferred to others by the Appraiser without the prior written consent of the City.

22. ENTIRE AGREEMENT.

This Contract sets forth the entire agreement between the Parties with respect to the subject matter hereof. Understandings, agreements, representation or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either Party. Except as provided herein, no alteration of any terms, conditions delivery, price, quality or specifications of this Contract shall be binding on either Party without the written consent of both Parties.

23. AUTHORITY TO BIND.

The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

IN WITNESS WHEREOF, the parties have executed this Contract as of the day and year written below.

City of Nashua

Property Valuation Advisors

By: James W. Donchess, Mayor
duly authorized

By: Stephen Traub, ASA, NHCG-350,
duly authorized



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

April 9, 2020
Memo #20-094

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: CONTRACT FOR AQUATIC INVASIVE SPECIES CONTROL AND MANAGEMENT
(VALUE \$91,567)

DEPARTMENT: 181 COMMUNITY DEVELOPMENT; FUNDS: GENERAL \$22,547 AND GRANT \$35,196
177 PARKS & RECREATION; FUND: TRUST \$33,824

Please see attached communication from Deb Chisholm, Waterways Manager, dated April 3, 2020 for information related to this contract award.

Pursuant to **§ 5-84 Special purchase procedures A. (4)** Sole-source procurements, where the proposed purchase is manufactured by only one company.

The Community Development Department, Waterways Manager and the Purchasing Department recommend the award of this contract to **Solitude Lake Management of Shrewsbury, MA** in an amount of **\$91,567**.

Respectfully,



Dan Kooker
Purchasing Manager

Cc: S. Marchant D. Chisholm J. Graziano



City of Nashua
Community Development Division

City Hall, 229 Main Street, PO Box 2019
Nashua, New Hampshire 03061-2019
www.nashuanh.gov

Community Development	589-3095
Planning and Zoning	589-3090
Building Safety	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Conservation Commission	589-3105
Transportation	880-0100
FAX	589-3119

Date: April 3, 2020

To: John Griffin, CFO; Kim Kleiner, Administrative Services Director; Daniel Kookan,
Purchasing Manager

From: Deb Chisholm, Waterways Manager

Re: Contract for Aquatic Invasive Species Control and Management

Nuisance aquatic invasive plants are present in multiple Nashua water bodies, most notably the Nashua River upstream of Mine Falls dam, the Mill Pond and Nashua Canal. During summer 2017 the City also received several complaints regarding excessive plant growth in Sandy Pond and the Waterways Manager documented that Curly Leaf Pondweed, an aquatic invasive species, was present in this pond. Aquatic invasive weeds, such as milfoil, fanwort, and water chestnut, can make rivers and ponds unsightly, recreation unpleasant, and navigation by boat difficult. Furthermore, excessive growth of vegetation can impair water quality due to reduced dissolved oxygen which can cause fish kills.

The City's Waterways Manager works closely with the State Invasive Species Coordinator at NH DES to monitor the presence and extent of invasive species and update the Long-term Exotic Aquatic Plant Management Plan for our waterways.

The City has been involved in controlling aquatic invasive species since 2011 when action was taken to control Water Chestnut by mechanical harvest. This was very effective at removing Water Chestnut and we now can continue to control Water Chestnut by hand pulling with volunteers. Unfortunately, the decline in Water Chestnut created an opportunity for other invasive species present in the River to take over. The vegetation is now dominated by milfoil and fanwort which cannot be mechanically harvested or hand pulled, leaving herbicide treatment as the only recommended effective management strategy. Herbicide treatments in rivers and ponds are closely regulated and permitted which involves extensive public notice.

Herbicide treatments have been used in the Mill Pond and Nashua Canal every other year to control primarily milfoil and fanwort since 2012. Herbicide treatments cannot eradicate these plants therefore, continued periodic herbicide treatments are necessary to knock back the growth of these invasive species.

During the summers of 2017, 2018 and 2019, herbicide treatments were used to control milfoil and fanwort on 84 acres of the Nashua River upstream of the Mine Falls dam. This resulted in a very noticeable improvement over 2016 conditions and we received multiple messages from constituents reporting they were pleased with this outcome. Herbicide treatments are recommended again this summer to continue reducing the coverage and extent of these invasive species in this section of the Nashua River.

In response to complaints about the excessive plant and algae growth in Sandy Pond we will continue taking action to control curly leaf pond weed and reduce nuisance algae to improve the appearance and water quality of this pond.

Solitude Lake management is the only company in the region that provides this type of service, and in accordance with the NH DES invasive species management grant program, we solicited a proposal directly from them to complete the recommended management actions for the Nashua River, Millpond and Canal, and Sandy Pond. The City was awarded a grant from NH DES in the amount of \$35,196. The total cost for this contract is \$91,567 which will be paid in part by the NH DES grant with remaining cost covered by Community Development (Nashua River), the Mine Falls Trust (Millpond and Canal), and the Parks and Recreation Department (Sandy Pond).

The Board of Public Works at their meeting on February 27, 2020, approved the funding for the Mill Pond and Canal treatments (\$33,824) using the Mine Falls Trust Fund account.

The Waterways Department recommends awarding the contract for aquatic invasive species control in the Nashua River to Solitude Lake Management in the amount of \$91,567.



CONTRACT FOR INDEPENDENT CONTRACTOR

AQUATIC INVASIVE SPECIES CONTROL AND MANAGEMENT IN THE NASHUA RIVER

A CONTRACT BETWEEN

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

SOLITUDE LAKE MANAGEMENT, 590 LAKE STREET SHREWSBURY, MA 01545
and its successors, transferees and assignees (together "Independent Contractor")

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

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

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

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

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

Exhibit A--General Conditions for Contracts
Exhibit B--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, Independent Contractor shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the contract the work described.

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

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

Ninety-one thousand five hundred and sixty-seven Dollars (\$ 91,567.00)

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

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

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

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

Mayor Jim Donchess
229 Main Street, PO Box 2019
Nashua, NH 03060

With Copy to
Deb Chisholm
Waterways Manager
229 Main Street, PO Box 2019
Nashua, NH 03060

REPRESENTATIVE:

Marc D. Bellaud
Solitude Lake Management
590 Lake Street
Shrewsbury, MA 01545

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

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

City of Nashua, NH (signature)

Solitude Lake Management (signature)

James Donchess, Mayor
(Printed Name and Title)

(Printed Name and Title)

Date

Date

**EXHIBIT A
TABLE OF CONTENTS
GENERAL CONDITIONS**

1. DEFINITIONS	GC--2
2. INDEPENDENT CONTRACTOR STATUS	GC--2
3. STANDARD OF CARE	GC--2
4. CITY OF NASHUA REPRESENTATIVE	GC--3
5. CHANGES TO SCOPE OF WORK	GC--3
6. CITY OF NASHUA COOPERATION	GC--3
7. DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES	GC--3
8. TERMINATION OF CONTRACT	GC--4
9. DISPUTE RESOLUTION	GC--5
10. NO DAMAGES FOR DELAY	GC--6
11. INSURANCE	GC--6
12. INDEMNIFICATION	GC--7
13. FISCAL CONTINGENCY	GC--7
14. COMPENSATION	GC--7
15. COMPLIANCE WITH APPLICABLE LAWS	GC--7
16. NONDISCRIMINATION	GC--8
17. ENDORSEMENT	GC--8
18. ASSIGNMENTS, TRANSFER, DELEGATION, OR SUBCONTRACTING	GC--8
19. CITY INSPECTION OF CONTRACT MATERIALS	GC--9
20. DISPOSITION OF CONTRACT MATERIALS	GC--9
21. PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS	GC--9
22. FINAL ACCEPTANCE	GC--10
23. TAXES	GC--10
24. NON-WAIVER OF TERMS AND CONDITIONS	GC--10
25. RIGHTS AND REMEDIES	GC--10
26. PROHIBITED INTERESTS	GC--10
27. THIRD PARTY INTERESTS AND LIABILITIES	GC--11
28. SURVIVAL OF RIGHTS AND OBLIGATIONS	GC--11
29. SEVERABILITY	GC--11
30. MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT	GC--11
31. CHOICE OF LAW AND VENUE	GC--11

General Terms and Conditions

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

2. **INDEPENDENT CONTRACTOR STATUS** The parties agree that Independent Contractor shall have the status of and shall perform all work under this contract as an Independent Contractor, maintaining control over all its consultants, sub consultants, contractors, or subcontractors. The only contractual relationship created by this contract is between the City of Nashua and Independent Contractor, and nothing in this contract shall create any contractual relationship between the City of Nashua and Independent Contractor's consultants, sub consultants, contractors, or subcontractors. The parties also agree that Independent Contractor is not a City of Nashua employee and that there shall be no:
 - (1) Withholding of income taxes by the City of Nashua;
 - (2) Industrial insurance coverage provided by the City of Nashua;
 - (3) Participation in group insurance plans which may be available to employees of the City of Nashua;
 - (4) Participation or contributions by either the Independent Contractor or the City of Nashua to the public employee's retirement system;
 - (5) Accumulation of vacation leave or sick leave provided by the City of Nashua;
 - (6) Unemployment compensation coverage provided by the City of Nashua.

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

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

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

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

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

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Independent Contractor in the performance of its work under this contract and that such personnel will be available to Independent Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Independent Contractor with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Aldermen and Finance Committee in a timely manner. The City of Nashua and Independent Contractor also agree to attend all meetings called by the City of Nashua or Independent Contractor to discuss the work under the Contract, and that Independent Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.
7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES** Independent Contractor warrants that it has examined all contract documents, has brought all

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

8. TERMINATION OF CONTRACT

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

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

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

B. TERMINATION FOR CAUSE This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Independent Contractor in the event of a failure by Independent Contractor to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner. Independent Contractor shall be given an

opportunity for consultation with the City of Nashua prior to the effective date of the termination. Independent Contractor may terminate the contract on 10 calendar days written notice if, through no fault of Independent Contractor, the City of Nashua fails to pay Independent Contractor for 45 days after the date of approval by the City of Nashua of any Application for Payment.

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

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

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

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

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

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

subcontractors, consultants, vendors, or suppliers are expressly recognized to be within Independent Contractor's control.

9. **DISPUTE RESOLUTION** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a Independent Contractor Representative. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, the parties may request that the dispute be submitted to the Board of Aldermen for resolution. If the parties are dissatisfied with the decision of the Board of Aldermen, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.
10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Independent Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Independent Contractor agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.
11. **INSURANCE** Independent Contractor shall carry and maintain in effect during the performance of services under this contract:
 - General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;
 - \$1,000,000 Combined Single Limit Automobile Liability;
***Coverage must include all owned, non-owned and hired vehicles.**
 - \$1,000,000 Profession Liability;
 - and, Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

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

Independent Contractor will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract 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. Independent Contractor is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

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

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

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

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

14. **COMPENSATION** Review by the City of Nashua of Independent Contractor's submitted 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 Independent Contractor to submit additional information. Unless the City of Nashua, in its sole discretion,

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

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

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

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

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

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

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

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

18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Independent Contractor shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
19. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Independent Contractor related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Aldermen, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
20. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Independent Contractor's expense, by Independent Contractor to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Independent Contractor, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract must be retained by Independent Contractor for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Independent Contractor shall promptly remit and deliver the materials, at Independent Contractor's expense, to the City of Nashua. Independent Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Independent Contractor's obligations under this contract without the prior written consent of the City of Nashua.
21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Independent Contractor expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Independent Contractor (including those remitted to the City of Nashua by Independent Contractor pursuant to paragraph 20), unless designated as confidential by a specific statute of the State of New Hampshire, shall be treated as public records and shall be available for inspection and copying by any person, or any governmental entity.

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

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

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

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Independent Contractor shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Independent Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Independent Contractor with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Independent Contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Community Development Division Director or other designated official accepts and approves the notice of completion.
23. **TAXES** Independent Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Independent Contractor hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
24. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
25. **RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
26. **PROHIBITED INTERESTS** Independent Contractor shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this

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

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

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

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

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Independent Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Independent Contractor.
28. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.
29. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.

30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Independent Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
31. **CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.

EXHIBIT B
SCOPE OF SERVICES, CONTRACT TIME, AND FEE SCHEDULE

Scope of services

SPECIFICATIONS: The scope of work described below includes services for performing applications of Procellacor EC (florpyrauxifen-benzyl) aquatic herbicide treatments in the Nashua River upstream of the Mine Falls dam (90.5 acres); Depth Charge (2,4-D& flumioxazin) aquatic herbicide treatments in the Mill Pond and Canal (38.6 acres), and Sonar (Fluridone) aquatic herbicide treatments in Sandy Pond (4.5 acres) to control aquatic invasive species. Up to one each algae and emergent vegetation treatment may be performed if deemed necessary during the spring survey.

Permitting:

1. SOLitude staff will be responsible for the following:
 - a. Preparing and filing a Special Permit Application and supporting documentation with the NH Division of Pesticide Control.
 - b. Notifying affected abutters of the permit application submission; list of abutters to be provided/updated by Client.
 - c. Publishing a legal notice in a local newspaper about the permit application filing.

Lake Aquatic Weed Control:

1. **Nashua River:** Growth of variable milfoil as specified by NHDES shall be treated and controlled through the application of **Procellacor EC™** (Florpyrauxifen-benzyl) systemic aquatic herbicide, as required for control of the specific varieties of aquatic weeds found in the treatment area at the time of application.
2. **Mill Pond and Canal: Depth Charge (2,4-D & flumioxazin)** will be applied at a targeted rate of 20.5 qts/ac (Canal) and 25.7 qts/ac (Pond) to achieve long-term control of variable milfoil.
3. **Sandy Pond:** Perform spring survey, up to 2 applications of Sonar (Fluridone) herbicide/algaeicide treatment (if necessary), post-treatment survey, preparation and submittal of State reporting as required. Perform algae and emergent treatment (1 of each authorized) if deemed necessary during spring survey.
4. Applications will be performed using SOLitude's specially designed and calibrated treatment systems and boats. GPS systems will be used to provide real-time navigation and to record treatment passes.
5. Pre-treatment inspection of designated areas will occur prior to treatment.
6. Notification of affected abutters and City officials via certified mail – return receipt will occur prior to treatment in accordance with Special Permit conditions.
7. Publication of legal notices in a local newspaper for two consecutive weeks will occur prior to treatment in accordance with Special Permit conditions.
8. Shoreline posting will be coordinated and performed prior to treatment in accordance with Special Permit conditions.

Post-Treatment Survey, Herbicide Residue Testing and Reporting:

1. A post-treatment survey of the treatment areas will be performed to assess the level of target plant control achieved and to document impact to non-target plants. This survey will be performed in accordance with Special Permit conditions.
2. SOLitude will hire an independent, NELAC accredited laboratory to collect and analyze water samples for herbicide residues following treatment in accordance with Special Permit conditions. Copies of sample results will be provided to the client via email as soon as they are available from the lab.
3. A project-completion report will be prepared that details the treatment program performed, provides results of the herbicide residue testing and summarizes results of the treatment program. The report will be prepared and submitted in accordance with Special Permit conditions.

Client Responsibilities:

1. Client will be responsible for the following:
 - a. Providing information required for the permit application process upon request.
 - b. Providing Certified Abutters List for abutter notification where required.
 - c. Coordinate shoreline posting with Solitude

Contract Time

The term of this contract is from the effective date to November 30th, 2020.

Fee Schedule

Task 1:

Nashua River:

Prepare and file Special Permit application with NH DPC - inclusive of required direct mailing to a maximum of up 60 abutters and publication of 1 newspaper legal notice. *(Note: any changes to last year's permitting process, requirement for a public hearing, or notification to additional abutters, may incur additional charges.)*

Feb-March \$1,460 Payment due upon permit completion.

Mill Pond and Canal

Prepare and file Special Permit application with NH DPC - inclusive of required direct mailing to a maximum of up 10 abutters and publication of 1 newspaper legal notice. *(Note: any changes to last year's permitting process, requirement for a public hearing, or notification to additional abutters, may incur additional charges.)*

Feb-March \$1,360 Payment due upon permit completion.

Sandy Pond:

Prepare and file Special Permit application with NH DPC. *(Note: any changes to last year's permitting process may incur additional charges.)*

April \$350.00 Payment due upon completion

Task 2:

Nashua River:

Perform chemical treatment in up to **90.5 acres** with **Procellacor EC™** - inclusive of required certified mailings to a maximum of 60 abutters and publication of 2 newspaper legal notices; all labor, chemical & equipment needed for the treatment. *(Note: should less acreage require treatment and/or a different herbicide application rate be required the cost will be adjusted accordingly; notifying additional abutters via certified mail will carry a cost per abutter)*

June-July \$48,408 payment due upon completion

Mill Pond and Canal:

Perform chemical treatment of up to **38.6 acres** with **Depth Charge @20.5 qts/ac (Canal) and 25.7 qts/ac (Pond) (assuming a 4-5' average depth)** - inclusive of required certified mailings to a maximum of 10 abutters and publication of 2 newspaper legal notices; all labor, chemical & equipment needed for the treatment. *(Note: should less acreage require treatment and/or a different herbicide application rate be required the cost will be adjusted accordingly; notifying additional abutters via certified mail will carry a cost per abutter)*

June \$28,164 payment due upon completion

Sandy Pond:

Perform spring survey, up to 2 applications of **Sonar (Fluridone)** herbicide/algaecide treatment at up to 4.5 acres (if necessary), post-treatment survey, preparation and submittal of State reporting as required.

May - July \$2,165 Payment due upon completion

Task 3:

Nashua River:

Perform herbicide residue testing, assuming 2 sampling rounds and analysis of up to 8 samples total is required.

(Note: The number and frequency of post-treatment herbicide residue samples is determined by the NH DPC following approval of the NH DES final treatment map. SŌLitude is only responsible for coordination of sample collection and has no influence on the number of samples required by the Special Permit. Should additional sampling be necessary, there will additional charges of \$300/sample analyzed and \$350-\$500 per sample collection round.)

July \$3,200.00 - Payment due upon completion

Mill Pond and Canal:

Perform herbicide residue testing, assuming 2 sampling rounds and analysis of 4 samples for each active ingredient (8 samples total) is required.

(Note: The number and frequency of post-treatment herbicide residue samples is determined by the NH DPC following approval of the NH DES final treatment map. SŌLitude is only responsible for coordination of sample collection and has no influence on the number of samples required by the Special Permit. Should additional sampling be necessary, there will additional charges of \$300/sample analyzed and \$350-\$500 per sample collection round.)

July \$3,200.00 - Payment due upon completion

Task 4:

Nashua River: Perform post-treatment survey and submittal of the required written project completion report to the State.

October \$1,100.00 Payment due upon completion

Mill Pond and Canal: Perform post-treatment survey and submittal of the required written project completion report to the State.

October \$1,100.00 Payment due upon completion

Task 5:

Sandy Pond:

Pond Algae Treatment:

1. When requested, any infestation of algae found in the pond at the time of application, shall be treated and controlled through the application of aquatic algacides, aquatic herbicides, and aquatic surfactants as required to control the specific varieties of algae present at the time of service.
2. Ponds which have more than fifty percent (50%) coverage of undesirable algae will be treated in a series of two (2) to three (3) applications as required to help prevent any damage to beneficial aquatic life.

\$540 per Treatment

Note a single treatment is authorized at this time, additional treatments would require client authorization

Task 6:

Sandy Pond:

Pond Emergent Weed Treatment:

1. If approved, growth of nuisance emergent aquatic weeds within the pond shall be treated and controlled through the application of contact aquatic herbicides and surfactants as required for control of the specific varieties of aquatic weeds found in the pond at the time of application.
2. Herbicide application for emergent vegetation will happen later in the growing season, if required.
3. Contact herbicide will be applied at the rate appropriate to achieve control of the unwanted submersed aquatic weeds present in the pond and susceptible to the herbicide at the time of application.

\$520 per Treatment

Note a single treatment is authorized at this time, additional treatments would require client authorization

Total: up to \$ 91,567

**Note: adjustments to the program cost will be confirmed with the Client in advance; payment is due within 30 days of an invoice date*

2020 Nashua River Treatment Area

HERBICIDE TREATMENT BID NOTE

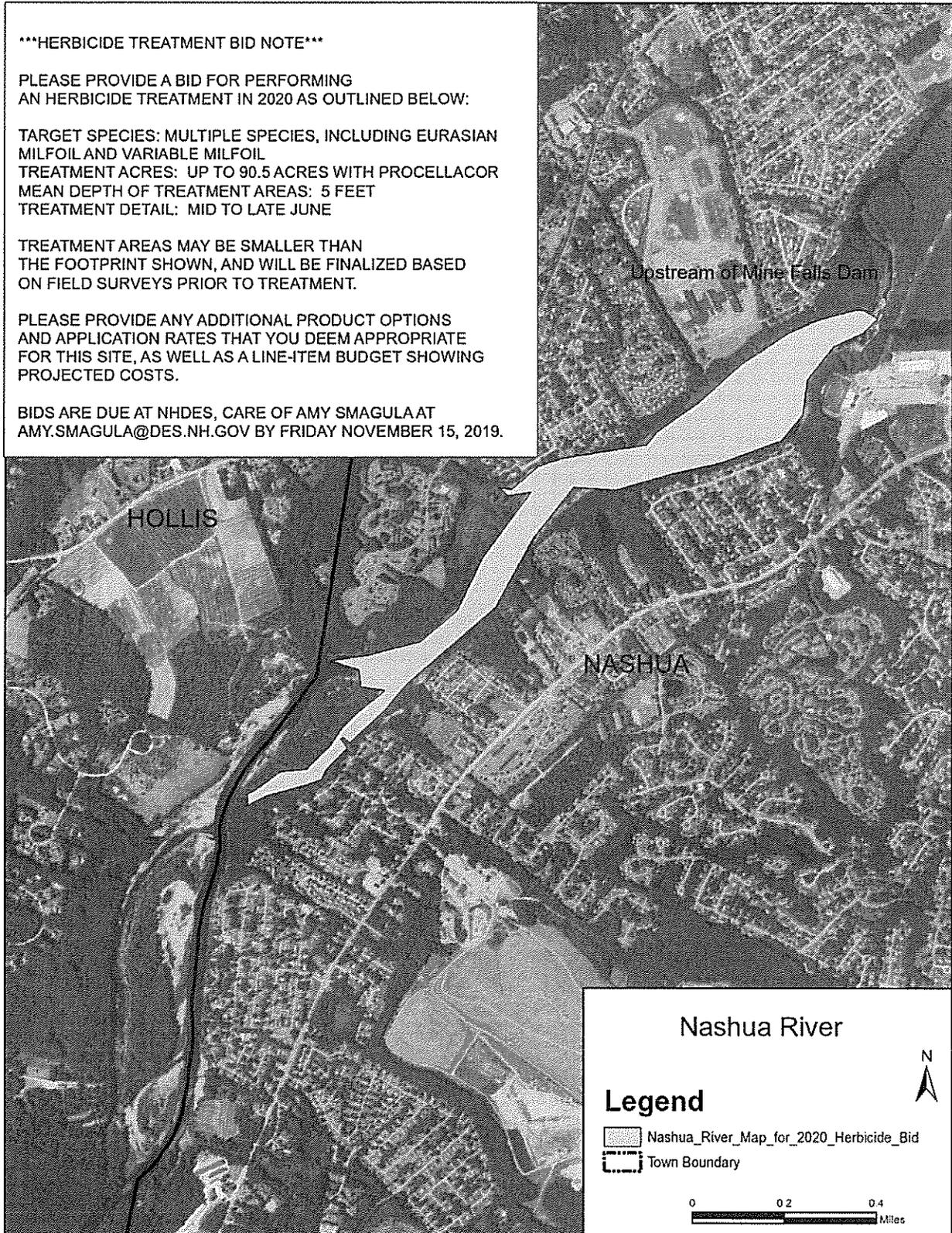
PLEASE PROVIDE A BID FOR PERFORMING AN HERBICIDE TREATMENT IN 2020 AS OUTLINED BELOW:

TARGET SPECIES: MULTIPLE SPECIES, INCLUDING EURASIAN MILFOIL AND VARIABLE MILFOIL
TREATMENT ACRES: UP TO 90.5 ACRES WITH PROCELLACOR
MEAN DEPTH OF TREATMENT AREAS: 5 FEET
TREATMENT DETAIL: MID TO LATE JUNE

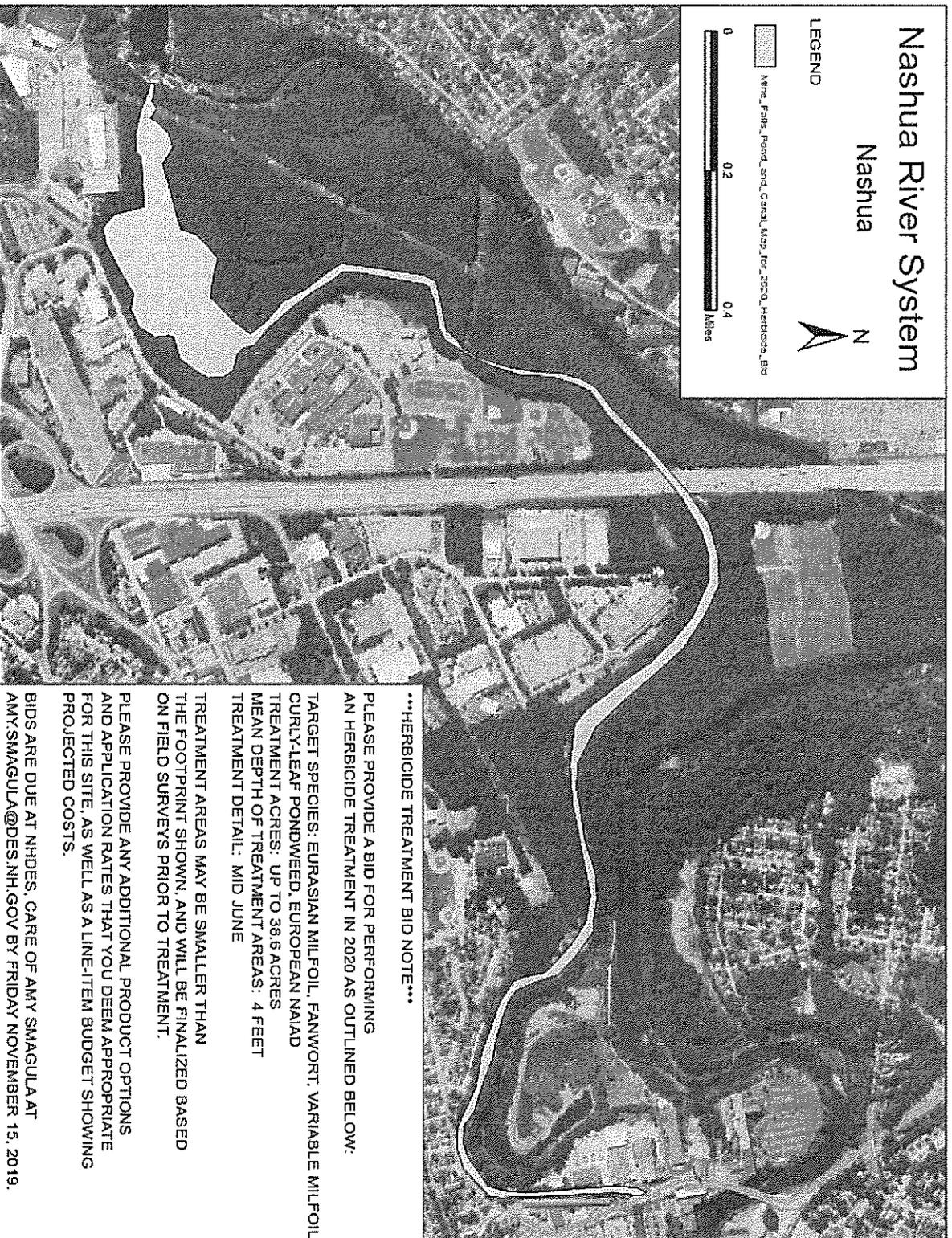
TREATMENT AREAS MAY BE SMALLER THAN THE FOOTPRINT SHOWN, AND WILL BE FINALIZED BASED ON FIELD SURVEYS PRIOR TO TREATMENT.

PLEASE PROVIDE ANY ADDITIONAL PRODUCT OPTIONS AND APPLICATION RATES THAT YOU DEEM APPROPRIATE FOR THIS SITE, AS WELL AS A LINE-ITEM BUDGET SHOWING PROJECTED COSTS.

BIDS ARE DUE AT NHDES, CARE OF AMY SMAGULA AT AMY.SMAGULA@DES.NH.GOV BY FRIDAY NOVEMBER 15, 2019.



2020 Mill Pond and Canal Treatment Area



HERBICIDE TREATMENT BID NOTE

PLEASE PROVIDE A BID FOR PERFORMING AN HERBICIDE TREATMENT IN 2020 AS OUTLINED BELOW:

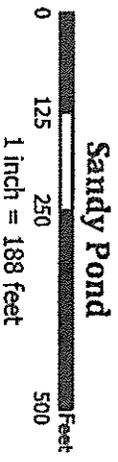
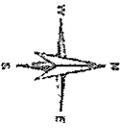
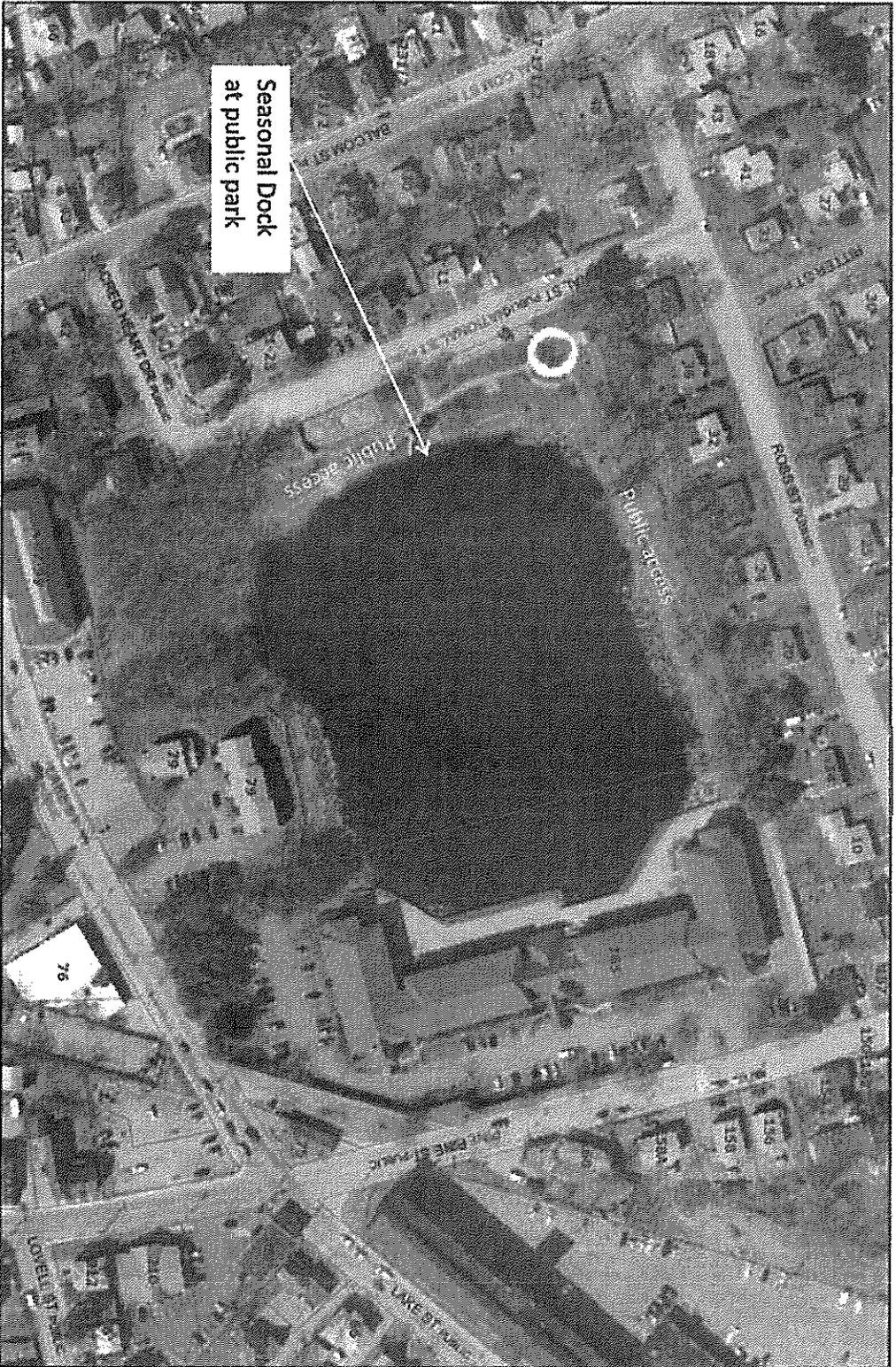
TARGET SPECIES: EURASIAN MILFOIL, FANWORT, VARIABLE MILFOIL, CURLY-LEAF PONDWEED, EUROPEAN NAIAD
TREATMENT ACRES: UP TO 38.6 ACRES
MEAN DEPTH OF TREATMENT AREAS: 4 FEET
TREATMENT DETAIL: MID JUNE

TREATMENT AREAS MAY BE SMALLER THAN THE FOOTPRINT SHOWN, AND WILL BE FINALIZED BASED ON FIELD SURVEYS PRIOR TO TREATMENT.

PLEASE PROVIDE ANY ADDITIONAL PRODUCT OPTIONS AND APPLICATION RATES THAT YOU DEEM APPROPRIATE FOR THIS SITE, AS WELL AS A LINE-ITEM BUDGET SHOWING PROJECTED COSTS.

BIDS ARE DUE AT NHDES, CARE OF AMY SMAGULA AT AMY.SMAGULA@DES.NH.GOV BY FRIDAY NOVEMBER 15, 2019.

2020 Sandy Pond Treatment Area





THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

April 9, 2020
Memo #20-095

TO: MAYOR DONCHESSE
FINANCE COMMITTEE

SUBJECT: 2019 CIPP PROGRAM – CHANGE ORDER 2 (VALUE: \$1,500,000)
DEPARTMENT: 169 WASTEWATER; FUND: BOND

Please see the attached communication from Daniel Hudson, P.E., City Engineer, dated April 8, 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 (April 8, 2020 BPW meeting) and the Purchasing Department recommend the approval of Change Order 2 in an amount of **\$1,500,000** to **Kenyon Pipeline Inspection of Queensbury, NY**.

Respectfully,

A handwritten signature in black ink, appearing to read "Dan Kooker".

Dan Kooker
Purchasing Manager

Cc: D Hudson L Fauteux

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 8, 2020

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

Re: 2019 CIPP Lining Project
Change Order #2

B. Motion: To approve Change Order #2 for the 2019 CIPP Lining Project with Kenyon Pipeline Inspection of Queensbury, NY for an amount not to exceed \$1,500,000. Funding will be through Department: 169 Wastewater; Fund: Bond; Activity: Sewer Infrastructure Improvements.

Attachments: 2019 CIPP Lining Project Change Order #2

Discussion: Kenyon Pipeline Inspection was the low bidder of the 2019 CIPP Lining Project and we have found their work to be satisfactory. A previous Change Order 1 was approved (no-cost change order). The purpose of this Change Order #2 is to provide additional funding for lining of deteriorated sewer pipes, as identified through previous video inspection, and to complete cleaning, video inspection, and lining of additional sewer pipes throughout the City.

Over the course of the existing contract with Kenyon and through our other video inspection work on our aging and deteriorating sewer system, the need for additional inspection and lining has been identified. Over 10,000 linear feet of pipe has been identified as needing lining and we expect additional priority needs will be identified through continued pipe assessment. The Engineering Department would like to continue to use the services of Kenyon and seeks a \$1.5M change order to continue to clean, video inspect, and line deteriorated sewer pipes throughout the City. Kenyon has agreed to hold their original bid prices for this change order.

Assessing sewer pipes enables us to identify pipes in need of repair and address them before they deteriorate to the point of needing complete replacement, which is significantly more expensive and disruptive to the public. Pipe lining is substantially less expensive than pipe replacement, and is the most economical option for sewer pipe rehabilitation.

CHANGE ORDER

No. 2

PROJECT: 2019 CIPP Lining Project

OWNER'S CONTRACT NO.: IFB1087-021219

EXECUTED CONTRACT DATE: 04/19/19

DATE OF ISSUANCE: 04/13/20 EFFECTIVE DATE: Upon City Approval

OWNER: City of Nashua, NH

OWNER's Purchase Order NO.: 148060

CONTRACTOR: Kenyon Pipeline Inspection, LLC

ENGINEER: DPW Engineering

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

Description:

The additional video provided by Kenyon through Change Order 1 has revealed more crumbling sewer pipes throughout the City. Most of these pipes are still intact enough to enable them to be lined with an epoxy-infused felt liner, providing many more years of service life. The Division of Public Works Engineering Department would like to continue to utilize Kenyon's services to clean, video inspect, and line sewer pipes throughout Nashua by extending the existing contract under this Change Order 2.

Justification:

In order to prevent existing sewer infrastructure from deteriorating to the point that it needs complete replacement, the Division of Public Works Engineering Department proposes to extend Kenyon's existing 2019 CIPP Lining Contract into 2020 by awarding a \$1.5M change order to clean, video inspect, and line additional sewer pipe throughout the City.

Summary

<u>CHANGE IN CONTRACT PRICE:</u>		<u>CHANGE IN CONTRACT TIMES:</u>	
Original Contract Price		Original Contract Times	
\$2,825,135.00		Substantial completion: October 30, 2019 Ready for final payment: November 29, 2019	
Net changes from previous Change Orders		Net change from previous Change Orders	
\$0		30 days	
Contract Price prior to this Change Order		Contract Times prior to this Change Order	
\$2,825,135.00		Substantial completion: November 29, 2019 Ready for final payment: December 29, 2019	
Net Increase (decrease) of this Change Order		Net Increase (decrease) of this Change Order	
\$1,500,000.00		365 days	
Contract Price with all approved Change Orders		Contract Times with all approved Change Orders	
\$4,325,135.00		Substantial completion: November 29, 2020 Ready for final payment: December 29, 2020	
<u>RECOMMENDED:</u>	<u>ACCEPTED:</u>	<u>APPROVED:</u>	
By: _____ DPW Engineer (Authorized Signature)	By: _____ Contractor (Authorized Signature)	By: _____ Mayor Jim Donchess Owner (Authorized Signature)	
Date: _____	Date: _____	Date: _____	

2019 CIPP LINING PROJECT

Item No.	Quantity	Units	Item Description	Kenyon Pipe Line Inspection Contract Value		Change Order 1		Change Order 2		Kenyon Pipe Line Inspection Contract Value - Amended	
				Unit Price	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
1A(8)	1,710	LF	8" CIPP Lining	\$19.00	\$32,490.00			2500	\$47,500.00	4210	\$79,990.00
1A(8a)	1,710	LF	Pre-Lining Video for 8" Pipe CIPP Lining Including Cleaning and Root Cutting	\$8.00	\$13,680.00			2500	\$20,000.00	4210	\$33,680.00
1A(8b)	1,710	LF	Post-Lining Video for 8" Pipe CIPP Lining	\$1.00	\$1,710.00			2500	\$2,500.00	4210	\$4,210.00
1A(10)	2,595	LF	10" CIPP Lining	\$19.00	\$49,305.00			4000	\$76,000.00	6595	\$125,305.00
1A(10a)	2,595	LF	Pre-Lining Video for 10" Pipe CIPP Lining Including Cleaning and Root Cutting	\$8.00	\$20,760.00			4000	\$32,000.00	6595	\$52,760.00
1A(10b)	2,595	LF	Post-Lining Video for 10" Pipe CIPP Lining	\$1.00	\$2,595.00			4000	\$4,000.00	6595	\$6,595.00
1A(12)	5,370	LF	12" CIPP Lining	\$25.00	\$134,250.00			29000	\$725,000.00	34370	\$859,250.00
1A(12a)	5,370	LF	Pre-Lining Video for 12" Pipe CIPP Lining Including Cleaning and Root Cutting	\$8.00	\$42,960.00			29000	\$232,000.00	34370	\$274,960.00
1A(12b)	5,370	LF	Post-Lining Video for 12" Pipe CIPP Lining	\$1.00	\$5,370.00			29000	\$29,000.00	34370	\$34,370.00
1A(15)	5,550	LF	15" CIPP Lining	\$35.00	\$194,250.00			3000	\$105,000.00	8550	\$299,250.00

2019 CIPP LINING PROJECT

Item No.	Quantity	Units	Item Description	Kenyon Pipe Line Inspection - Contract Value		Change Order 1		Change Order 2		Kenyon Pipe Line Inspection - Contract Value - Amended	
				Unit Price	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
1A(15a)	5,550	LF	Pre-Lining Video for 15" Pipe CIPP Lining Including Cleaning and Root Cutting	\$8.00	\$44,400.00			3000	\$24,000.00	8550	\$68,400.00
1A(15b)	5,550	LF	Post-Lining Video for 15" Pipe CIPP Lining	\$1.00	\$5,550.00			3000	\$3,000.00	8550	\$8,550.00
1A(18)	3,925	LF	18" CIPP Lining	\$58.00	\$227,650.00			10000	\$580,000.00	13925	\$807,650.00
1A(18a)	3,925	LF	Pre-Lining Video for 18" Pipe CIPP Lining Including Cleaning and Root Cutting	\$8.00	\$31,400.00			10000	\$80,000.00	13925	\$111,400.00
1A(18b)	3,925	LF	Post-Lining Video for 18" Pipe CIPP Lining	\$1.00	\$3,925.00			10000	\$10,000.00	13925	\$13,925.00
1A(20)	990	LF	20" CIPP Lining	\$80.00	\$79,200.00			0	\$0.00	990	\$79,200.00
1A(20a)	990	LF	Pre-Lining Video for 20" Pipe CIPP Lining Including Cleaning and Root Cutting	\$8.00	\$7,920.00			0	\$0.00	990	\$7,920.00
1A(20b)	990	LF	Post-Lining Video for 20" Pipe CIPP Lining	\$1.00	\$990.00			0	\$0.00	990	\$990.00
1A(24)	2,185	LF	24" CIPP Lining	\$90.00	\$196,650.00			4000	\$360,000.00	6185	\$556,650.00

2019 CIPP LINING PROJECT

Item No.	Quantity	Units	Item Description	Kenyon Pipe Line Inspection Contract Value		Change Order 1		Change Order 2		Kenyon Pipe Line Inspection Contract Value - Amended	
				Unit Price	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
1A(24a)	2,185	LF	Pre-Lining Video for 24" Pipe CIPP Lining Including Cleaning and Root Cutting	\$8.00	\$17,480.00	3000	\$24,000.00	4000	\$32,000.00	9185	\$73,480.00

2019 CIPP LINING PROJECT

Item No.	Quantity	Units	Item Description	Kenyon Pipe Line Inspection Contract Value		Change Order 1		Change Order 2		Kenyon Pipe Line Inspection Contract Value - Amended	
				Unit Price	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
1A(24b)	2,185	LF	Post-Lining Video for 24" Pipe CIPP Lining	\$1.00	\$2,185.00			4000	\$4,000.00	6185	\$6,185.00
1B(8a)	6	EA	8" to 12" Sewer Pipe Point Repair 0' to 8' Depth	\$3,500.00	\$21,000.00			(6)	(\$21,000.00)	0	\$0.00
1B(8b)	3	EA	8" to 12" Sewer Pipe Point Repair >8' to 12' Depth	\$5,000.00	\$15,000.00			(3)	(\$15,000.00)	0	\$0.00
1B(8c)	3	EA	8" to 12" Sewer Pipe Point Repair >12' to 16' Depth	\$7,500.00	\$22,500.00			(3)	(\$22,500.00)	0	\$0.00
1B(15a)	4	EA	15" to 18" Sewer Pipe Point Repair 0' to 8' Depth	\$5,000.00	\$20,000.00			(4)	(\$20,000.00)	0	\$0.00
1B(15b)	3	EA	15" to 18" Sewer Pipe Point Repair >8' to 12' Depth	\$6,500.00	\$19,500.00			(3)	(\$19,500.00)	0	\$0.00
1B(15c)	1	EA	15" to 18" Sewer Pipe Point Repair >12' to 16' Depth	\$7,500.00	\$7,500.00			(1)	(\$7,500.00)	0	\$0.00
1B(20a)	1	EA	20" to 24" Sewer Pipe Point Repair 0' to 8' Depth	\$5,500.00	\$5,500.00			(1)	(\$5,500.00)	0	\$0.00
1B(20b)	1	EA	20" to 24" Sewer Pipe Point Repair >8' to 12' Depth	\$7,500.00	\$7,500.00			(1)	(\$7,500.00)	0	\$0.00
1B(20c)	1	EA	20" to 24" Sewer Pipe Point Repair >12' to 16' Depth	\$8,500.00	\$8,500.00			(1)	(\$8,500.00)	0	\$0.00

2019 CIPP LINING PROJECT

Item No.	Quantity	Units	Item Description	Kenyon Pipe Line Inspection Contract Value		Change Order 1		Change Order 2		Kenyon Pipe Line Inspection Contract Value - Amended	
				Unit Price	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
1C	48	LF	Remove Existing Sewer Service at Point Repair and Replace with 6" PVC SDR-35 Sewer Pipe Including Wye at Sewer Main	\$350.00	\$16,800.00			(48)	(\$16,800.00)	0	\$0.00
1D	20,000	LF	Video Inspection of Sewer Lines Not Scheduled for Lining (Pipe Sizes 8" to 24")	\$2.00	\$40,000.00	40000	\$80,000.00	65525	\$131,050.00	125525	\$251,050.00
1E	47	EA	Cutting and Removal of Protruding Lateral Pipe Up to 12" Diam.	\$250.00	\$11,750.00			50	\$12,500.00	97	\$24,250.00
1F	1,344	VF	Manhole Cement Lining	\$135.00	\$181,440.00			0	\$0.00	1344	\$181,440.00
1G	50	VF	Manhole Epoxy Lining	\$350.00	\$17,500.00			(50)	(\$17,500.00)	0	\$0.00
1H	100	EA	Manhole Invert Reconstruction	\$850.00	\$85,000.00			(100)	(\$85,000.00)	0	\$0.00
1J	10	EA	Sewer Manhole Internal Drop Assembly (Up to 8 VF)	\$1,850.00	\$18,500.00			(10)	(\$18,500.00)	0	\$0.00
1K	90	VF	4-foot Diameter Sewer Manhole (Replace or Construct)	\$600.00	\$54,000.00			(90)	(\$54,000.00)	0	\$0.00
1KK	16	VF	5-foot Diameter Sewer Manhole (Replace or Construct)	\$750.00	\$12,000.00			(16)	(\$12,000.00)	0	\$0.00
1L	25	VF	Replace Sewer Manhole Frame and Cover (Including up to 18" of manhole remodeling)	\$1,700.00	\$42,500.00			(25)	(\$42,500.00)	0	\$0.00

2019 CIPP LINING PROJECT

Item No.	Quantity	Units	Item Description	Kenyon Pipe Line Inspection Contract Value		Change Order 1		Change Order 2		Kenyon Pipe Line Inspection Contract Value - Amended	
				Unit Price	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
6A	1,570	CY	Crushed Gravel	\$25.00	\$39,250.00			(1500)	(\$37,500.00)	70	\$1,750.00
6B	1,010	Ton	Hot Bituminous Pavement (Temporary Pavement, Permanent Binder and Wearing Courses)	\$165.00	\$166,650.00			(900)	(\$148,500.00)	110	\$18,150.00
6C	6,300	LF	Sawed Bituminous Pavement	\$2.00	\$12,600.00			(6200)	(\$12,400.00)	100	\$200.00
6D	975	CY	Unclassified Excavation	\$15.00	\$14,625.00			(970)	(\$14,550.00)	5	\$75.00
6E	120	SY	2-Inch Bituminous Sidewalk Repair Including 6-Inches Crushed Gravel Base	\$70.00	\$8,400.00			(120)	(\$8,400.00)	0	\$0.00
6F	120	SY	4-Inch Reinforced Concrete Sidewalk Repair Including 6-Inches Crushed Gravel Base	\$130.00	\$15,600.00			(120)	(\$15,600.00)	0	\$0.00
6G	100	LF	Reset Granite Curb	\$78.00	\$7,800.00			(100)	(\$7,800.00)	0	\$0.00
6H	100	LF	New Vertical Granite Curb	\$100.00	\$10,000.00			(100)	(\$10,000.00)	0	\$0.00
8	1	LS	Mobilization	\$75,000.00	\$75,000.00			1	\$37,500.00	1.5	\$112,500.00
9A	Allowance		Uniformed Police Officers	\$25,000.00	\$25,000.00				(\$25,000.00)	0	\$0.00

2019 CIPP LINING PROJECT

Item No.	Quantity	Units	Item Description	Kenyon Pipe Line Inspection Contract Value		Change Order 1		Change Order 2		Kenyon Pipe Line Inspection Contract Value - Amended	
				Unit Price	Total Price	Quantity	Total Price	Quantity	Total Price	Quantity	Total Price
9B	2400	HR	Flaggers	\$25.00	\$60,000.00			1200	\$30,000.00	3600	\$90,000.00
9C	1	LS	Maintenance of Traffic	\$50,000.00	\$50,000.00			1	\$25,000.00	2	\$75,000.00
10	120	Hr	Night Crew (Only if Required By Engineer)	\$200.00	\$24,000.00			(120)	(\$24,000.00)	0	\$0.00
11	Allowance		Allowance for Unanticipated Hazardous Materials	\$25,000.00	\$25,000.00				(\$25,000.00)	0	\$0.00
12	Allowance		Allowance for Additional Point Repairs	\$570,000.00	\$570,000.00		(\$104,000.00)		(\$400,000.00)	66000	\$66,000.00
TOTAL					\$2,825,135.00	TOTAL	\$0.00		\$1,500,000.00	TOTAL	\$4,325,135.00



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

April 9, 2020
Memo #20-096

TO: MAYOR DONCHESS
FINANCE COMMITTEE

SUBJECT: PURCHASE OF REPLACEMENT WAREHOUSE BOX TRUCK (VALUE \$45,728)
DEPARTMENT: 181 COMMUNITY DEVELOPMENT; FUND: TRUST
ACTIVITY: CERF

Please see attached communication from Shawn M. Smith, Director of Plant Operations, dated April 7, 2020 for information related to this purchase.

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

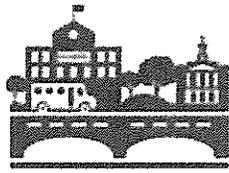
The Nashua City School District Director of Plant Operations and the Purchasing Department recommend the award of this purchase to **Grappone Ford** of **Bow, NH** in an amount of **\$45,728**.

Respectfully,



Dan Kooker
Purchasing Manager

Cc: C. Pattison J. Graziano



NASHUA
SCHOOL DISTRICT
Gateway to Opportunity

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

Shawn Smith
Director, Plant Operations

April 7, 2020

From: Shawn M. Smith, Director of Plant Operations

To: David Fredette, City Treasurer

Subj: Approval of CERF Vehicle Purchase

I have two vehicles this year were budgeted through the City's Capital Equipment Replacement Fund (CERF). With this memo I am requesting a replacement for the 2009 warehouse/delivery driver's box van.

I am replacing the 2009 Warehouse vehicle with a 2021 Ford E450 Box Van. The quoted price from Grappone Ford of \$45,728 is the state/municipal contract price.

We attempted to obtain quotes from a second vendor (MHC), but they did not provide one.

I request approval for this purchase.

Shawn M. Smith



Company 0010 - CITY OF NASHUA

Cost Default Vendor 10239 - GRAPPONE
MGMT CO INC

Requesting Location S-22 - NASHUA SCHOOL
PLANT-OPERATIONS

Requisition Description

Requisition 62964 - Unreleased

Requester holdenc - CHRISTINE
HOLDEN

Purchase From

Buyer AG - ANN GAUTHIER

Deliver To

Item	Item Type	Quantity Ordered	UOM	Unit Cost	Extended Cost	Distributions	Activity / Account Category	Distribution Allocation	Requested Delivery Date	Sourcing Event Required
2021 E450 CUJAWAY CHASSIS	Special	45728.00	EA	1.00	45728.00	TF18.7026-081500- 0000	CERF91.20 81500	100.0%		No

CERF BUDGET 4 KEYS INCLUDED
Vendor : GRAPPONE MGMT CO INC

Totals: 1 Lines 45728.00 45728.00 USD

E-450 Box TRUCK WITH TAIL GATE LIFT
 WAREHOUSE



Prepared by: Jeff Harsin

02/03/2020

Grappone Ford | 530 Route 3A Bow New Hampshire | 033043104

2021 E-450 Cutaway Chassis 158" WB DRW Base (E4F)

Price Level: 120

As Configured Vehicle

Code	Description	MSRP
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Base Vehicle

W/ KEYS WITH VEHICLE

E4F

Base Vehicle Price (E4F)

\$35,740.00

Packages

782A

Order Code 782A

N/C

Includes:
 - Engine: 7.3L V8 Premium-Rated
 - Transmission: 6-Speed O/D w/Tow Haul
 Includes auxiliary cooler.
 - GVWR: 14,500 lb Payload Package
 - Maximum Front GAWR: 5000 lbs.
 - Tires: LT225/75R16E BSW A/S
 Hankook DynaPro HT.
 - Wheels: 16" x 6" White Painted Steel
 - Dual High Back Buckets
 - Vinyl Bucket Seats
 - Radio: AM/FM Stereo w/Clock Display & 2 Speakers
 Includes Bluetooth capability and USB input.
 - Auxiliary Fuel Port
 Located on the fuel tank, offers entry point access to fuel tank for specialized gas powered equipment such as a power generator, powered wheelchair lift, etc.

Powertrain

99N

Engine: 7.3L V8 Premium-Rated

Included

44P

Transmission: 6-Speed O/D w/Tow Haul

Included

Includes auxiliary cooler.

XF3

4.56 Axle Ratio w/Limited-Slip

\$270.00

20F

GVWR: 14,500 lb Payload Package

Included

Includes:
 - Maximum Front GAWR: 5000 lbs.

Wheels & Tires

T68

Tires: LT225/75R16E BSW A/S

Included

Hankook DynaPro HT.

646

Wheels: 16" x 6" White Painted Steel

Included

Seats & Seat Trim

211

Dual High Back Buckets

Included

A

Vinyl Bucket Seats

Included

Other Options

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

USA

Forest River VIN
Short VIN

Method of payment : On account

Item number	Description	Quantity	Unit	Sales price	Discount	Amount
RPAA1570	ROCKPORT: 15'L x 96"W x 84"H ALUMINUM SHEET & POST FEATURES: .040 ALUMINUM SIDEWALL - WHITE, BULKHEAD SLIDING DOOR ON CAB SIDE W/ 6" SET BACK WALL FOR FULL SEAT TRAVEL, TRUE NOMINAL BODY LENGTH BEHIND SET BACK WALL, 5" TUBE SHAPE LONG SILLS, 3" CROSSMEMBERS 16" OC, ALUMINUM FRONT RADIUS, ALUMINUM VERTICAL CORNERS, 1 1/8" LAMINATED HARDWOOD FLOOR, REAR MUD FLAPS, Z-SHAPED GALVANIZED SIDE POSTS 16" OC, COATED REAR STRUCTURE WITH FLUSH REAR SILL, LED REAR LIGHTS IN SIDE POSTS (1) LED CARGO LIGHT W/ 3-WAY LIGHTED CAB SWITCH, 12" STEEL POOCHED REAR STEP BUMPER, .032 ALUMINUM ROOF, ROOF BOWS 24" OC, FULL HEIGHT 3/8" PLYWOOD LINER, COMPOSITE REAR ROLL UP DOOR W/ INSIDE RELEASE, LED CLEARANCE LIGHTS, (10) TIE RINGS, (2) GRAB HANDLES, UNDERCOATING, 3 YEAR, 36,000 MILE LIMITED WARRANTY	1.00	ea	\$7,150.00	\$0.00	\$7,150.00
RP0105	EXTRUDED ALUMINUM PLANK FLOOR IPO HARDWOOD. (UP TO 18")	1.00	ea	\$785.00	\$0.00	\$785.00
RP0057	36" FRP CURBSIDE DOOR WITH CAM BAR LOCK - LOCATED @ 11" FROM FRONT WALL (EXCEPT FOR 138"/139"WB, DOOR WILL BE 32" WIDE & WILL BE 9" FROM FRONT WALL)	1.00	ea	\$785.00	\$0.00	\$785.00
RP0440	BUSTIN SLIDE-AWAY 2-STEP SYSTEM, RED. WELDED UNDER SIDE DOOR	1.00	ea	\$375.00	\$0.00	\$375.00
RP0313	#DB0203 THIEMAN (96"W BODY/CUTAWAY) MLB-16-ET TUCKAWAY 1,600 LB. CAPACITY STEEL DIAMOND PLATE PLATFORM 84" X 32" + 5" CAB CUTOFF SWITCH 34" - 40" BED HEIGHT RANGE CUTAWAY ONLY	1.00	ea	\$3,495.00	\$0.00	\$3,495.00
RP0114	ADDITIONAL D-RING ON SIDEWALL-LOCATED @ 36" TO CENTERLINE (1) PER SIDEWALL	2.00	ea	\$10.00	\$0.00	\$20.00
PRODUCTION NOTES:		1.00	ea	\$0.00	\$0.00	\$0.00
RP0337	ADDITIONAL LED CARGO LIGHT (LOCATION FOR ALL LIGHTS NEEDED)	1.00	ea	\$75.00	\$0.00	\$75.00
PRODUCTION NOTES:	C48 & C144	1.00	ea	\$0.00	\$0.00	\$0.00
RP0052	FOAM INSULATION BOARD PACKAGE (ALUM BODY) SIDEWALL INSULATION, FLOOR INSULATION (REFLECTEX) & CEILING INSULATION (INCLUDES LUAN, CEILING LINER)-UP TO 18"	1.00	ea	\$625.00	\$0.00	\$625.00
RP0056	KEMLITE INTERIOR LINER - SIDEWALLS ONLY (UP TO 18")	1.00	ea	\$1,010.00	\$0.00	\$1,010.00
99	KEMLITE LINER OVER LUAN LINER - CIELING	1.00	ea	\$500.00	\$0.00	\$500.00
RPSP00	SURCHARGE	1.00	ea	\$0.00	\$0.00	\$0.00
FREIGHT	FREIGHT	1.00	ea	\$1,110.00	\$0.00	\$1,110.00
2021	F21T - 2021 E 450 CUTAWAY CHASSIS, 158" WHEELBASE, DUAL REAR WHEELS, 7.3L PREMIUM GAS ENGINE, 14,500# GVWR, INT. & EXT UPGRADE	1.00	ea	\$0.00	\$0.00	\$0.00
Total				\$15,920.00	\$0.00	\$15,930.00

Net amount \$15,930.00
Sales tax \$0.00
Grand total \$15,930.00



Prepared by: Jeff Harsin
02/03/2020

Grappone Ford | 530 Route 3A Bow New Hampshire | 033043104

2021 E-450 Cutaway Chassis 158" WB DRW Base (E4F)

Price Level: 120

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
158WB	158" Wheelbase	STD
54D	Manual Telescoping Trailer Tow Mirrors <i>Includes manual-adjust flat legs.</i>	\$125.00
587	Radio: AM/FM Stereo w/Clock Display & 2 Speakers <i>Includes Bluetooth capability and USB input.</i>	Included
47Z	Ambulance Prep Package Not Required Required on orders not destined for ambulance use.	N/C

Fleet Options

672	Maximum Front GAWR: 5000 lbs.	Included.
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Emissions

425	50 State Emission System	STD
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Interior Colors

AE_01	Medium Flint	N/C
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Primary Colors

UX_02	Ingot Silver Metallic	\$135.00
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SUBTOTAL ~~\$36,270.00~~

Destination Charge ~~\$1,295.00~~

TOTAL ~~\$37,565.00~~

* Drop Ship to Rockport Body Co. for 15' Body and Liftgate install

Quote Price \$45,718
w/Keys 45,728⁰⁰

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



THE CITY OF NASHUA

Financial Services

Purchasing Department

"The Gate City"

April 9, 2020
Memo #20-097

TO: MAYOR DONCHESS
FINANCE COMMITTEE

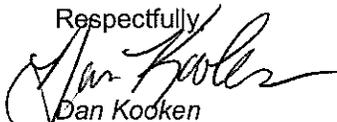
SUBJECT: PURCHASE OF REPLACEMENT GROUNDS MAINTENANCE VEHICLE (VALUE
\$46,039)
DEPARTMENT: 181 COMMUNITY DEVELOPMENT; FUND: TRUST
ACTIVITY: CERF

Please see attached communication from Shawn M. Smith, Director of Plant Operations, dated April 7, 2020 for information related to this purchase.

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

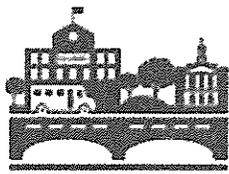
The Nashua City School District Director of Plant Operations and the Purchasing Department recommend the award of this purchase to **Grappone Ford** of **Bow, NH** in an amount of **\$46,039**.

Respectfully



Dan Kooker
Purchasing Manager

Cc: C. Pattison J. Graziano



NASHUA
SCHOOL DISTRICT
Gateway to Opportunity

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

Shawn Smith
Director, Plant Operations

April 7, 2020

From: Shawn M. Smith, Director of Plant Operations

To: David Fredette, City Treasurer

Subj: Approval of CERF Vehicle Purchase

I have two vehicles this year are budgeted through the City's Capital Equipment Replacement Fund (CERF). With this memo I am requesting a replacement for the 2008 grounds dump truck.

The 2008 grounds truck is being replaced with a 2020 Ford F350 truck. The quoted price from Grappone Ford of \$46,039 is the state/municipal contract price. Pricing also includes a snow plow and associated plow frame and connections.

We attempted to obtain quotes from a second vendor (MHC). The truck quote was higher than that provided by Grappone.

I request approval for this purchase.

Shawn M. Smith



Company 0010 - CITY OF NASHUA

Cost Default Vendor 10239 - GRAPPONE
MGMT CO INC

Requesting Location S-22 - NASHUA SCHOOL
PLANT-OPERATIONS

Requisition Description

Requisition 62982 - Unreleased

Requester holdenc - CHRISTINE
HOLDEN

Purchase From

Deliver To

Buyer AG - ANN GAUTHIER

Item	Item Type	Quantity Ordered	UOM	Unit Cost	Extended Cost	Distributions	Activity / Account Category	Distribution Allocation	Requested Delivery Date	Sourcing Event Required
2020 F350	Special	46039.00	EA	1.00	46039.00	TF18.7026-081500-0000	CERF91.20-81500	100.0%		No
CERF BUDGET SERVICE BODY & FIS										
Vendor : GRAPPONE MGMT CO INC										
CERF BUDGET										
SERVICE BODY & FISHER 9' HD2 PLOW.										
4 KEYS										
SILVER										

Totals: 1 Lines 46039.00 46039.00 USD

F-350 WITH UTILITY BODY/F-350 - GRAPONE
 WITH PLow AND TOW PACKAGE



Prepared by: Jeff Harsin
 02/03/2020

Grappone Ford | 530 Route 3A Bow New Hampshire | 033043104

2020 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 35

As Configured Vehicle

Code	Description	MSRP
Base Vehicle	<i>4 Keys WITH VEHICLE</i>	
F3B	Base Vehicle Price (F3B)	\$38,020.00
Packages		
610A	Order Code 610A <i>Includes:</i> - Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel - Transmission: TorqShift 10-Speed Automatic Includes SelectShift and selectable drive modes: normal, tow/haul, eco and deep sand/snow. - GVWR: 10,300 lb Payload Package - Wheels: 17" Argent Painted Steel includes painted hub covers/center ornaments. - HD Vinyl 40/20/40 Split Bench Seat includes center armrest, cupholder, storage and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers. - SYNC Communications & Entertainment System Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.	N/C
Powertrain		
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel	Included
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, tow/haul, eco and deep sand/snow.</i>	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$390.00
STDGV	GVWR: 10,300 lb Payload Package	Included
Wheels & Tires		
TBM	Tires: LT245/75R17E BSW A/T (4) <i>Includes LT245/75R17E BSW A/S spare tire.</i>	\$165.00
64A	Wheels: 17" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	Included
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
Other Options		
142WB	142" Wheelbase	STD

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared by: Jeff Harsin
02/03/2020

Grappone Ford | 530 Route 3A Bow New Hampshire | 033043104

2020 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)

Price Level: 35

As Configured Vehicle (cont'd)

Code	Description	MSRP
PAINT	Monotone Paint Application	STD
90L	Power Equipment Group <i>Deletes passenger-side lock cylinder. Includes upgraded door trim panel.</i> <i>Includes:</i> - Accessory Delay - Trailer Tow Mirrors w/Power Heated Glass - Includes power heated glass, heated convex spotter mirror and integrated clearance lights and turn signal indicators. - Advanced Security Pack - Includes SecurILock Passive Anti-Theft System (PATS) and inclination/intrusion sensors. - Power Locks - Power Tailgate Lock - Power Front Seal Windows - Includes 1-touch up/down driver/passenger window. - Remote Keyless Entry	\$915.00
63R	Heavy-Service Package for Pickup Box Delete <i>Includes heavy-service front springs (200 lbs. upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment). Note: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability.</i> <i>Includes:</i> - Rear Stabilizer Bar	\$125.00
66D	Pickup Box Delete <i>Deletes tie-down hooks, tailgate, rearview camera, 7/4 pin connector and center high-mounted stop lamp (CHMSL) (only on vehicles over 10,000 lbs. GVWR). Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer. In addition, Ford urges manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builder's Layout Book (and applicable supplements).</i> <i>Includes:</i> - Rear Bumper Delete - Spare Wheel, Tire, Carrier & Jack Delete	-\$625.00
52B	Trailer Brake Controller <i>Verified to be compatible with select electric over hydraulic brakes. Includes smart trailer tow connector.</i>	\$270.00
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring, frame wiring to the rear most cross member and video display with 4" display. Upfitters kit includes camera with mounting bracket, 14' jumper wire and camera mounting, aiming instructions and electrochromic mirror.</i>	\$415.00
592	LED Roof Clearance Lights	\$95.00
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> <i>Includes:</i> - SYNC Communications & Entertainment System - Includes enhanced voice recognition with 911 Assist, 4.2" LCD center stack screen, AppLink and 1 smart-charging USB-C port.	Included
76C	Exterior Backup Alarm (Pre-Installed)	\$140.00

Emissions

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Boyers Auto Body & Sales, Inc.

156 Lowell Road
Hudson, NH 03051

Sales Order

Date	S.O. No.
1/28/2020	20818

Phone #	6038826637
---------	------------

Name / Address
NASHUA SCHOOL DISTRICT 141 LEDGE ST NASHUA, NH 03060

Ship To

P.O. No.	Terms	Rep	Ship Date	Vin #	Dealer Stock #
	30 Days	TB	1/28/2020	UNKNOWN	UNKNOWN

Item	Description	Ordered	U/M	Rate	Amount
Misc-Truck Equ...	CM SERVICE BODY ** SILVER IN COLOR PAINT CODE : "JS" ICONIC SILVER ** LINE-X COATING ** INSTALLED	1		7,900.00	7,900.00
Misc-Accessory	MAGNUM RACK (CAB PROTECTOR)	1		790.00	790.00
Misc-Accessory	BUYERS 24" BEACON LIGHT	1		600.00	600.00
Misc-Plows	FISHER 9' HD2	1		5,400.00	5,400.00
Misc-Plows	FISHER WING KIT 41790	1		600.00	600.00
Misc-Plows	FISHER METAL FOIL 52488	1		400.00	400.00
Total					\$15,690.00



Prepared by: Jeff Harsin
02/03/2020

Grappone Ford | 530 Route 3A Bow New Hampshire | 033043104

2020 F-350 4x4 SD Regular Cab 8' box 142" WB SRW XL (F3B)
Price Level: 35

As Configured Vehicle (cont'd)

Code	Description	MSRP
425	50-State Emissions System	STD
Interior Colors		
AS_01	Medium Earth Gray	N/C
Primary Colors		
Z1_01	Oxford White	N/C
SUBTOTAL		\$39,910.00
Destination Charge		\$1,595.00
TOTAL		\$41,505.00

* Add Service Body + Fisher 9' HD2 Plow

Quote Price \$44,899

4. Keys 45,039⁰⁰
+ \$1,000 (SILVER AGENT)

46,039

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

April 9, 2020
Memo #20-098

TO: MAYOR DONCHESS
FINANCE COMMITTEE

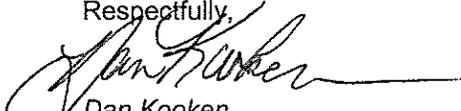
SUBJECT: CONTRACT WITH CATERPILLAR FOR CERTIFIED REBUILD FOR COMPACTOR #52
(VALUE: NOT-TO-EXCEED \$500,000)
DEPARTMENT: 168 SOLID WASTE; FUND: SOLID WASTE

Please see the attached communication from Jeff Lafleur, Solid Waste Department Superintendent dated April 8, 2020 for the information related to this contract.

Pursuant to **§ 5-84 Special purchase procedures** A. (4) Sole-source procurements, where the proposed purchase is manufactured by only one company.

The Solid Waste Department Superintendent, the Board of Public Works (April 8, 2020 meeting) and the Purchasing Department recommend the award of this contract in an amount not to exceed **\$500,000** to **Milton Cat of Londonderry, NH.**

Respectfully,



Dan Kooker
Purchasing Manager

Cc: J Lafleur L Fautuex

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: April 8, 2020

From: Jeff Lafleur, Superintendent
Solid Waste Department

Re: Caterpillar Certified Rebuild for Compactor #052

A. Motion: To approve a contract with Milton Cat of Londonderry, NH to perform a Caterpillar Certified Rebuild to the Solid Waste compactor #052 for a cost not to exceed \$500,000. Funding will be through: Department: 168 Solid Waste; Fund: Solid Waste; Activity; CERF.

Attachments: Service History for Compactor #052

Discussion: Compactor #052 is a 1999 Caterpillar 826G with approximately 17,000 hours. Compactor #052 has been out of service since September 2018 due to major engine, hydraulic and electrical harness failures. #052 was the backup compactor for Compactor #080 until the time of the failures. Attempts were made using the Dozer at the land fill as a backup during times of maintenance and repairs to #080. The Dozer does not have the weight or compaction required for this function.

Milton Cat of Londonderry has proposed a Caterpillar Certified Rebuild for compactor #052. The Caterpillar Certified Rebuild entails stripping the compactor down to the base frame. Then performs rebuilds to the engine and driveline, replace all hydraulic hoses and cylinders, replace electrical harnesses, recondition, paint, reseal and check every component for proper function and operation. The operators cab and rebuilt wheels are also included in the certified rebuild. This will bring the compactor to a like new appearance and operational ability at a significant savings over the purchase of a new compactor.

The proposal from Milton Cat includes a 4 year / 6000 hour warranty and all scheduled service maintenance for the warranty period.



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 Miford, MA (508) 634-3400

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 Binghamton, NY (607) 772-6500
 Clifton Park, NY (518) 877-8000
 Syracuse, NY (315) 476-9981
 Londonderry, NH (603) 665-4500

SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT086232
ESTIMATE DATE: 3/18/2020
ESTIMATE EXPIRES: 5/17/2020

BILL TO

City of Nashua Landfill
 Accounts Payable Dept
 PO Box 2019
 Nashua, NH 03061
 USA

SHIP TO

City of Nashua Landfill
 30 Industrial Dr
 Londonderry, NH 03053
 USA

SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	1 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

00 CUSTOMER - CONDITIONS

MACHINE CURRENTLY HAS LOCKED UP ENGINE.
 UNABLE TO RUN OR DO PROPER INSPECTION .
 QUOTED TYPICAL ADDITIONAL REPAIRS BASED
 OFF MACHINE HOURS.
 ACTUAL NEEDS UNKOWN AND QUOTE IS SUBJECT
 TO CHANGE.

Total Segment Parts	0.00
Total Segment Labor	0.00
Total Segment Miscellaneous	0.00
Segment Total	0.00

01 PERFORM - CAT CERTIFIED REBUILD - MACHINE

PERFORM CERTIFIED POWER TRAIN REBUILD
 WITH 4 YEAR/ 6000 HOUR WARRANTY
 MILTON CAT WILL REMOVE AND REINSTALL FIRE SURPRESSION SYSTEM DURING
 PROCESS OF REPAIR. SYSTEM WILL HAVE TO BE RECHARGED AND ACTIVATED
 BEFORE MACHINE IS RETURNED TO SERVICE BY CUSTOMER.

CONTINUED

CUSTOMER INITIALS _____

DATE _____



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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	2 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Total Segment Parts	0.00
Total Segment Labor	0.00
Total Segment Miscellaneous	0.00
Segment Total	0.00

02 STEAM CLEAN - CAT CERTIFIED REBUILD - MACHINE

Labor

Flat Rate Labor 3,160.00

Miscellaneous

Flat Rate Miscellaneous 0.00

Total Segment Parts	0.00
Total Segment Labor	3,160.00
Total Segment Miscellaneous	0.00
Segment Total	3,160.00

03 REMOVE AND INSTALL - CAT CERTIFIED REBUILD - COMPONENTS

Remove and install hood, ladders, platforms, fenders, bottom tank and guards.

Troubleshoot/Repair latches, broken bolts, tie straps, clips and hardware.

Remove and install cab.

CONTINUED

CUSTOMER INITIALS

DATE



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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	3 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

- Replace cab mounts.
- Replace transmission controls switches and harnesses.
- Replace parking brake cable.
- Replace cab ground strap.
- Replace cab filters.
- Remove and install cooling package, includes new coolant on install.
- Remove and install engine, transmission and torque converter.
- Separate engine, transmission and pumps, rejoin after rebuild.
- Replace transmission and cooler hoses.
- Replace transmission filter and reseal housing.
- Replace transmission oil.
- Remove and install front and rear axles.
- Replace mountings bolts.
- Replace frame to axle brake hoses.
- Refill axles with new oil and additive.
- Replace heater and A/C hoses.
- Replace A/C receiver/dryer and accumulator.
- Replace fuel supply and return lines from tank.

CONTINUED

CUSTOMER INITIALS _____

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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	4 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Labor	Flat Rate Labor	37,920.00
Miscellaneous	Flat Rate Miscellaneous	1,555.00
		<hr/>
Total Segment Parts		9,272.00
Total Segment Labor		37,920.00
Total Segment Miscellaneous		1,555.00
Segment Total		48,747.00

05 RECONDITION - CAT CERTIFIED REBUILD - TRANS & TORQUE CONVERT

- RECONDITION TRANSMISSION HYDRAULIC CONTROL VALVE
- RECONDITION TRANSMISSION OIL PUMP
- RECONDITION TRANSMISSION TRANSFER GEARS
- REPLACE WIRING HARNESS
- RECONDITION TORQUE CONVERTER.

Labor	Flat Rate Labor	6,952.00
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CONTINUED

CUSTOMER INITIALS

DATE



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SERVICE ESTIMATE

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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	5 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Miscellaneous

Flat Rate Miscellaneous	350.00
<hr/>	
Total Segment Parts	20,174.00
Total Segment Labor	6,952.00
Total Segment Miscellaneous	350.00
Segment Total	27,476.00

06 PERFORM PRODUCT UPDATE ON - CAT CERTIFIED REBUILD - TRANS &

PERFORM REQUIRED UPDATES

Labor

Flat Rate Labor	0.00
-----------------	------

Miscellaneous

Flat Rate Miscellaneous	0.00
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<hr/>	
Total Segment Parts	101.00
Total Segment Labor	0.00
Total Segment Miscellaneous	0.00
Segment Total	101.00

08 RECONDITION - CAT CERTIFIED REBUILD - DRIVE SHAFT

CONTINUED

CUSTOMER INITIALS

DATE



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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	6 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

RECONDITION/ REPLACE DRIVE SHAFTS

RECONDITION CENTER BEARING

RECONDITION PARKING BRAKE

Labor

Flat Rate Labor 1,264.00

Miscellaneous

Flat Rate Miscellaneous 0.00

 Total Segment Parts 5,692.00
 Total Segment Labor 1,264.00
 Total Segment Miscellaneous 0.00

Segment Total 6,956.00

09 RECONDITION - CAT CERTIFIED REBUILD - ENGINE

REBUILD ENGINE TO CAT CERTIFIED REBUILD SPECS.

STARTING WITH CAT REMAN ENGINE . SWAP OVER/

REPLACE NEEDED PARTS.

Labor

Flat Rate Labor 3,792.00

CONTINUED

 CUSTOMER INITIALS

 DATE



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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	7 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Miscellaneous

Flat Rate Miscellaneous	350.00
<hr/>	
Total Segment Parts	38,095.00
Total Segment Labor	3,792.00
Total Segment Miscellaneous	350.00
Segment Total	42,237.00

10 COSTS ABOVE FLAT RATE - CAT CERTIFIED REBUILD - ENGINE

EXPECTED LOST PARTIAL CORE ON ENGINE.

Labor

Flat Rate Labor	0.00
-----------------	------

Miscellaneous

Flat Rate Miscellaneous	0.00
<hr/>	
Total Segment Parts	5,722.00
Total Segment Labor	0.00
Total Segment Miscellaneous	0.00
Segment Total	5,722.00

11 REPLACE - CAT CERTIFIED REBUILD - MUFFLER

CONTINUED

CUSTOMER INITIALS _____

DATE _____



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SERVICE ESTIMATE

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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	8 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Labor

Flat Rate Labor 0.00

Miscellaneous

Flat Rate Miscellaneous 0.00

Total Segment Parts	1,185.00
Total Segment Labor	0.00
Total Segment Miscellaneous	0.00
Segment Total	1,185.00

12 RECONDITION - CAT CERTIFIED REBUILD - RADIATOR & GUARD

RECONDITION/ REPLACE RADIATOR CORES

RECONDITION HYDRAULIC FAN HOSES

REPLACE HYDRAULIC OIL COOLER

REPLACE RADIATOR AND TANK HOSES

REPLACE AFTER COOLER.

Labor

Flat Rate Labor 2,844.00

CONTINUED

CUSTOMER INITIALS _____

DATE _____



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CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	9 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Miscellaneous

Flat Rate Miscellaneous

0.00

 Total Segment Parts 12,493.00
 Total Segment Labor 2,844.00
 Total Segment Miscellaneous 0.00

Segment Total 15,337.00

13 PERFORM PRODUCT UPDATE ON - CAT CERTIFIED REBUILD - RADIATOR

 Total Segment Parts 0.00
 Total Segment Labor 0.00
 Total Segment Miscellaneous 0.00

Segment Total 0.00

14 RECONDITION - CAT CERTIFIED REBUILD - AXLE

- RECONDITION AXLE HOUSING
- RECONDITION DIFFERENTIAL/BEVEL GEAR
- RECONDITION FINAL DRIVES
- RECONDITION SERVICE BRAKES
- PAINT AXLE

CONTINUED

 CUSTOMER INITIALS

 DATE



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SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT086232
ESTIMATE DATE: 3/18/2020
ESTIMATE EXPIRES: 5/17/2020

BILL TO

City of Nashua Landfill
 Accounts Payable Dept
 PO Box 2019
 Nashua, NH 03061
 USA

SHIP TO

City of Nashua Landfill
 30 Industrial Dr
 Londonderry, NH 03053
 USA

SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	10 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Labor

Flat Rate Labor 7,031.00

Miscellaneous

Flat Rate Miscellaneous 290.00

 Total Segment Parts 15,012.00
 Total Segment Labor 7,031.00
 Total Segment Miscellaneous 290.00

Segment Total 22,333.00

15 RECONDITION - CAT CERTIFIED REBUILD - AXLE

RECONDITION AXLE HOUSING

RECONDITION DIFFERENTIAL/BEVEL GEAR

RECONDITION FINAL DRIVES

RECONDITION SERVICE BRAKES

PAINT AXLE .

Labor

Flat Rate Labor 7,584.00

CONTINUED

CUSTOMER INITIALS _____

DATE _____



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 Syracuse, NY (315) 476-9981
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SERVICE ESTIMATE

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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	11 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Miscellaneous

Flat Rate Miscellaneous	300.00
<hr/>	
Total Segment Parts	17,046.00
Total Segment Labor	7,584.00
Total Segment Miscellaneous	300.00
Segment Total	24,930.00

16 PERFORM PRODUCT UPDATE ON - CAT CERTIFIED REBUILD - AXLE

Labor

Flat Rate Labor	0.00
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Miscellaneous

Flat Rate Miscellaneous	0.00
<hr/>	
Total Segment Parts	17,918.00
Total Segment Labor	0.00
Total Segment Miscellaneous	0.00
Segment Total	17,918.00

19 REPLACE - CAT CERTIFIED REBUILD - BRAKE LINES

REPLACE BRAKE , AND GREASE LINES ,

CONTINUED

CUSTOMER INITIALS _____

DATE _____



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ESTIMATE DATE: 3/18/2020

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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	12 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

RECONDITION / REPLACE BRAKE VALVES

AND ACCUMULATORS .

Labor

Flat Rate Labor 1,896.00

Miscellaneous

Flat Rate Miscellaneous 0.00

 Total Segment Parts 4,162.00

Total Segment Labor 1,896.00

Total Segment Miscellaneous 0.00

Segment Total 6,058.00

20 RECONDITION - CAT CERTIFIED REBUILD - HYDRAULIC PUMP

RECONDITION/ REPLACE IMPLEMENT PUMP

RECONDITION /REPLACE BRAKE AND STEERING PUMPS

RECONDITION/REPLACE FAN PUMP

RECONDITION PUMP LINES

Labor

Flat Rate Labor 1,264.00

CONTINUED

 CUSTOMER INITIALS

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CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	13 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Miscellaneous

Flat Rate Miscellaneous 0.00

 Total Segment Parts 7,519.00
 Total Segment Labor 1,264.00
 Total Segment Miscellaneous 0.00
Segment Total 8,783.00

23 REPLACE - CAT CERTIFIED REBUILD - BATTERY

REPLACE BATTERIES AND CABLES

Labor

Flat Rate Labor 1,896.00

Miscellaneous

Flat Rate Miscellaneous 200.00

 Total Segment Parts 2,146.00
 Total Segment Labor 1,896.00
 Total Segment Miscellaneous 200.00
Segment Total 4,242.00

25 RECONDITION - CAT CERTIFIED REBUILD - OPERATOR STATION

CONTINUED

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DATE _____



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SERVICE ESTIMATE

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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	14 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION					UNIT PRICE	EXTENDED PRICE

STRIP CAB TO BARE SHELL
 PREP AND PAINT SHELL.
 REPLACE ALL , ELECTRICAL COMPONENTS, SEAT,
 SUSPENSION , HEATER -A/C UNIT, SOFT PANELS,
 GLASS, AND CONTROLS.

Labor

Flat Rate Labor 12,956.00

Miscellaneous

Flat Rate Miscellaneous 1,750.00

 Total Segment Parts 42,216.00
 Total Segment Labor 12,956.00
 Total Segment Miscellaneous 1,750.00
Segment Total 56,922.00

26 INSTALL - PL641 INSTALL - PRODUCT LINK SYSTEM

FIELD INSTALL PL 641 CELLULAR RADIO

Labor

Flat Rate Labor 553.00

CONTINUED

CUSTOMER INITIALS

DATE



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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	15 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Miscellaneous

Flat Rate Miscellaneous	25.00
<hr/>	
Total Segment Parts	722.00
Total Segment Labor	553.00
Total Segment Miscellaneous	25.00
Segment Total	1,300.00

27 TEST - CAT CERTIFIED REBUILD - MACHINE

TEST AND CALIBRATE MACHING
 HAVE TECH ON STANDBY AT SITE
 AFTER DELIVERY .

Labor

Flat Rate Labor	2,504.00
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Miscellaneous

Flat Rate Miscellaneous	0.00
<hr/>	
Total Segment Parts	101.00
Total Segment Labor	2,504.00
Total Segment Miscellaneous	0.00
Segment Total	2,605.00

CONTINUED

CUSTOMER INITIALS

DATE



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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	16 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION					UNIT PRICE	EXTENDED PRICE

28 SUPPLY - CAT CERTIFIED REBUILD - EQUIPMENT PROTECTION PLAN

SUPPLY 4 YEAR / 6000 HOUR WARRANTY

Labor

Flat Rate Labor 0.00

Miscellaneous

Flat Rate Miscellaneous 24,240.00

 Total Segment Parts 0.00
 Total Segment Labor 0.00
 Total Segment Miscellaneous 24,240.00
Segment Total 24,240.00

31 REPLACE - CAT CERTIFIED REBUILD - WIRING HARNESS

REPLACE MAIN CHASSIS HARNESSES,
 RELAYS, AND BREAKERS.

Labor

Flat Rate Labor 2,528.00

CONTINUED

 CUSTOMER INITIALS

 DATE



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SERVICE ESTIMATE

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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	17 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Miscellaneous

Total Miscellaneous	103.65
<hr/>	
Total Segment Parts	7,322.00
Total Segment Labor	2,528.00
Total Segment Miscellaneous	103.65
Segment Total	9,953.65

33 REPLACE SEALS &/OR GASKET - CAT CERTIFIED REBUILD - HYDRAULI

REMOVE AND INSTALL MAIN VALVE / DISASSEMBLE AND RESEAL COMPLETE

REPLACE STEEL TUBES AND PILOT LINES IN VALVE COMPARTMENT.

Labor

Flat Rate Labor	2,212.00
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Miscellaneous

Flat Rate Miscellaneous	0.00
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<hr/>	
Total Segment Parts	2,442.00
Total Segment Labor	2,212.00
Total Segment Miscellaneous	0.00
Segment Total	4,654.00

CONTINUED

CUSTOMER INITIALS _____

DATE _____



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CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	18 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

34 REPLACE - CAT CERTIFIED REBUILD - HYDRAULIC HOSE/LINES

REPLACE ALL IMPLEMENT HYDRAULIC HOSES .

TANK FILTERS.

Labor

Flat Rate Labor 790.00

Miscellaneous

Flat Rate Miscellaneous 0.00

 Total Segment Parts 377.00
 Total Segment Labor 790.00
 Total Segment Miscellaneous 0.00

Segment Total 1,167.00

36 RECONDITION - CAT CERTIFIED REBUILD - STEERING VALVE

REMOVE , RECONDITION , AND REINSTALL

MAIN STEERING VALVE .

Labor

Flat Rate Labor 1,896.00

CONTINUED

 CUSTOMER INITIALS

 DATE



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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	19 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Miscellaneous

Flat Rate Miscellaneous

0.00

Total Segment Parts	640.00
Total Segment Labor	1,896.00
Total Segment Miscellaneous	0.00
Segment Total	2,536.00

38 REPLACE - PINS & BUSHINGS - STEERING CYLINDER

REMOVE AND INSTALL STEERING CYLINDERS /REPLACE PINS BEARINGS AND SEALS.

Labor

Flat Rate Labor

1,896.00

Miscellaneous

Total Miscellaneous

77.74

Total Segment Parts	2,221.00
Total Segment Labor	1,896.00
Total Segment Miscellaneous	77.74
Segment Total	4,194.74

40 RECONDITION - CAT CERTIFIED REBUILD - STEERING CYLINDER

CONTINUED

CUSTOMER INITIALS

DATE



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CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	20 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

RESEAL STEERING CYLINDERS WITH REMAN RODS.

Labor

Flat Rate Labor 1,264.00

Miscellaneous

Total Miscellaneous 51.82

 Total Segment Parts 3,351.00
 Total Segment Labor 1,264.00
 Total Segment Miscellaneous 51.82
Segment Total 4,666.82

42 REPLACE - CAT CERTIFIED REBUILD - STEERING LINES/HOSES

REPLACE STEERING HOSES , PILOT LINES ,
 NEUTRALIZER, AND PILOT VALVES.

Labor

Flat Rate Labor 1,580.00

CONTINUED

 CUSTOMER INITIALS

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CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	21 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Miscellaneous

Flat Rate Miscellaneous 200.00

 Total Segment Parts 4,786.00
 Total Segment Labor 1,580.00
 Total Segment Miscellaneous 200.00

Segment Total 6,566.00

44 REPLACE - PINS & BUSHINGS - LIFT/HOIST CYLINDER

REMOVE AND INSTALL LIFT CYLINDER

REPLACE UPPER PIN AND BEARINGS.

Labor

Flat Rate Labor 948.00

Miscellaneous

Total Miscellaneous 38.87

 Total Segment Parts 719.00
 Total Segment Labor 948.00
 Total Segment Miscellaneous 38.87

Segment Total 1,705.87

CONTINUED

 CUSTOMER INITIALS

 DATE



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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	22 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

46 RECONDITION - CAT CERTIFIED REBUILD - LIFT/HOIST CYLINDER

RESEAL LIFT CYLINDER WITH NEW ROD AND BEARING CAP PARTS.

Labor

Flat Rate Labor 632.00

Miscellaneous

Total Miscellaneous 25.91

Total Segment Parts 2,630.00
 Total Segment Labor 632.00
 Total Segment Miscellaneous 25.91

Segment Total 3,287.91

48 RECONDITION - CAT CERTIFIED REBUILD - HITCH

SPLIT MACHINE , REPLACE PINS, BEARINGS, AND SEALS.

WELD AND BORE AS NEEDED . SET BEARING PRELOADS AND REASSEMBLE.

Labor

Flat Rate Labor 6,320.00

CONTINUED

CUSTOMER INITIALS

DATE



Brewer, ME (207) 989-1890
 Cranston, RI (401) 946-6450
 Richmond, VT (802) 434-4228
 Scarborough, ME (207) 883-9586
 Wareham, MA (508) 291-1200
 Miford, MA (508) 634-3400

Batavia, NY (585) 815-6200
 Binghamton, NY (607) 772-6500
 Clifton Park, NY (518) 877-8000
 Syracuse, NY (315) 476-9981
 Londonderry, NH (603) 665-4500

SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT086232
ESTIMATE DATE: 3/18/2020
ESTIMATE EXPIRES: 5/17/2020

BILL TO

City of Nashua Landfill
 Accounts Payable Dept
 PO Box 2019
 Nashua, NH 03061
 USA

SHIP TO

City of Nashua Landfill
 30 Industrial Dr
 Londonderry, NH 03053
 USA

SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	23 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Miscellaneous

Flat Rate Miscellaneous 230.00

 Total Segment Parts 3,421.00
 Total Segment Labor 6,320.00
 Total Segment Miscellaneous 230.00
Segment Total 9,971.00

50 RECONDITION - CAT CERTIFIED REBUILD - FRAME

INSPECT AND REPAIR AS NEEDED ALL FRAME WELDS,
 BOLT HOLES , AND ANY CRACKS FOUND.

Labor

Flat Rate Labor 1,580.00

Miscellaneous

Flat Rate Miscellaneous 250.00

 Total Segment Parts 0.00
 Total Segment Labor 1,580.00
 Total Segment Miscellaneous 250.00
Segment Total 1,830.00

CONTINUED

 CUSTOMER INITIALS DATE



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 Cranston, RI (401) 946-6450
 Richmond, VT (802) 434-4228
 Scarborough, ME (207) 883-9586
 Wareham, MA (508) 291-1200
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 Syracuse, NY (315) 476-9981
 Londonderry, NH (603) 665-4500

SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT086232

ESTIMATE DATE: 3/18/2020

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BILL TO

City of Nashua Landfill
 Accounts Payable Dept
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 USA

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 USA

SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	24 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

52 RECONDITION - CAT CERTIFIED REBUILD - WHEEL

REPLACE TIPS ON ALL WHEELS.

Labor

Flat Rate Labor 16,274.00

Miscellaneous

Flat Rate Miscellaneous 400.00

Total Segment Parts	23,303.00
Total Segment Labor	16,274.00
Total Segment Miscellaneous	400.00
Segment Total	39,977.00

54 RECONDITION - CAT CERTIFIED REBUILD - BLADE

RECONDITION BLADE

REPLACE EDGES , MOUNTING PINS, AND TRUNION.

LINE BORE AND WELD ANY CRACKS.

USE THIS SEGMENT AS ESTIMATE ONLY .

WILL ADVISE AFTER DISASSEMBLY AND ACTUAL NEEDS

ARE KNOWN.

CONTINUED

CUSTOMER INITIALS

DATE



Brewer, ME (207) 989-1890
 Cranston, RI (401) 946-6450
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 Scarborough, ME (207) 883-9586
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SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT086232
ESTIMATE DATE: 3/18/2020
ESTIMATE EXPIRES: 5/17/2020

BILL TO

City of Nashua Landfill
 Accounts Payable Dept
 PO Box 2019
 Nashua, NH 03061
 USA

SHIP TO

City of Nashua Landfill
 30 Industrial Dr
 Londonderry, NH 03053
 USA

SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	25 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Labor

Flat Rate Labor 3,476.00

Miscellaneous

Flat Rate Miscellaneous 250.00

 Total Segment Parts 2,502.00
 Total Segment Labor 3,476.00
 Total Segment Miscellaneous 250.00

Segment Total 6,228.00

58 REPLACE - CAT CERTIFIED REBUILD - BODY PANEL

REPLACE HOOD , ACTUATOR , BATTERY BOX COVERS,
 AND REAR GRAB HANDLES.

Labor

Flat Rate Labor 1,264.00

CONTINUED

 CUSTOMER INITIALS DATE



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 Cranston, RI (401) 946-6450
 Richmond, VT (802) 434-4228
 Scarborough, ME (207) 883-9586
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SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT086232
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 USA

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 USA

SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	26 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

Miscellaneous

Flat Rate Miscellaneous

0.00

 Total Segment Parts 14,246.00
 Total Segment Labor 1,264.00
 Total Segment Miscellaneous 0.00

Segment Total 15,510.00

59 PAINT - CAT CERTIFIED REBUILD - MACHINE

Miscellaneous

Flat Rate Miscellaneous

16,500.00

 Total Segment Parts 2,500.00
 Total Segment Labor 0.00
 Total Segment Miscellaneous 16,500.00

Segment Total 19,000.00

61 INSTALL - BRUSH/TRASH GUARD

INSTALL CAT ADD ON AXLE DIFFERENTIAL GUARDS.

SEE M0109113

CONTINUED

CUSTOMER INITIALS _____

DATE _____



Brewer, ME (207) 989-1890
 Cranston, RI (401) 946-6450
 Richmond, VT (802) 434-4228
 Scarborough, ME (207) 883-9586
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SERVICE ESTIMATE

ESTIMATE NUMBER: SCQT086232
ESTIMATE DATE: 3/18/2020
ESTIMATE EXPIRES: 5/17/2020

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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	27 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION					UNIT PRICE	EXTENDED PRICE

Labor

Flat Rate Labor 1,264.00

Miscellaneous

Flat Rate Miscellaneous 51.82

 Total Segment Parts 2,249.95
 Total Segment Labor 1,264.00
 Total Segment Miscellaneous 51.82

Segment Total 3,565.77

63 MANEUEUVER/TOW - MACHINE

IN OUR YARD REMOVE AND INSTALL WHEELS

UNLOAD AND TOW MACHINE INTO SHOP.

Miscellaneous

Flat Rate Miscellaneous 86.10

 Total Segment Parts 0.00
 Total Segment Labor 2,100.00
 Total Segment Miscellaneous 86.10

Segment Total 2,186.10

CONTINUED

CUSTOMER INITIALS _____

DATE _____



Brewer, ME (207) 989-1890
 Cranston, RI (401) 946-6450
 Richmond, VT (802) 434-4228
 Scarborough, ME (207) 883-9586
 Wareham, MA (508) 291-1200
 Miford, MA (508) 634-3400

Batavia, NY (585) 815-6200
 Binghamton, NY (607) 772-6500
 Clifton Park, NY (518) 877-8000
 Syracuse, NY (315) 476-9981
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SERVICE ESTIMATE

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ESTIMATE DATE: 3/18/2020
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 USA

SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	28 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

65 MANEUVER/TOW - MACHINE

BREAKDOWN MACHINE IN FIELD TO GET

READY FOR TRANSPORT TO SHOP.

PULL AXLE SHAFTS AND BLADE.

Miscellaneous

Total Miscellaneous	321.36
<hr/>	
Total Segment Parts	0.00
Total Segment Labor	2,716.00
Total Segment Miscellaneous	321.36
Segment Total	3,037.36

67 PERFORM - MAINTENANCE

SUPPLY PREPAID 8 SERVICE / 4000 HOUR

CUSTOMER SERVICE AGREEMENT.

INCLUDES SUPPLY ENGINE OIL SAMPLE BOTTLES AND TESTING

FOR CUSTOMER TO PULL EVERY 250 HOURS.

AIR AND CAB FILTERS ON EVERY SERVICE.

4-500 HOUR SERVICES

CONTINUED

 CUSTOMER INITIALS

 DATE



Brewer, ME (207) 989-1890
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 Scarborough, ME (207) 883-9586
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SERVICE CALL	DATE	INVOICE ACCOUNT	ORDER ACCOUNT	LOCATION	DIVISION	PAGE
CSR0489911	03/05/2020	4783350	4783350	Londonderry	General Line	29 of 29
SALES REP	CUSTOMER CONTACT NAME	CUSTOMER CONTACT PHONE	TERMS			
Belanger, Adam						
MAKE	MODEL	SERIAL NUMBER	CUSTOMER EQUIPMENT ID	MILTON CAT EQID	SMU	
AA	826G	7LN00493	99-052	S25197	16835	
DESCRIPTION				UNIT PRICE	EXTENDED PRICE	

2-1000 HOUR SERVICES

2-2000 HOUR SERVICES

ALL TRAVEL TIME AND MILEAGE.

Labor

Flat Rate Labor 9,486.00

Miscellaneous

Flat Rate Miscellaneous 1,138.00

Total Segment Parts 12,126.00
 Total Segment Labor 9,486.00
 Total Segment Miscellaneous 1,138.00
Segment Total 22,750.00

Total Invoice Parts 284,411.95
 Total Invoice Labor 149,842.00
 Total Invoice Miscellaneous 48,785.27

The estimate provided to you is based on what can be reasonably observed by a Milton CAT Product Support Representative. If, during actual repairs, additional worn or failed components are discovered, you will be contacted with an updated estimate that will include a breakdown of additional parts and/or labor. No additional repairs will be made without the customer's approval.

Any steam cleaning necessary to complete this service will be additional to this estimate.

This estimate is contingent on all remanufactured parts being acceptable for full core credit.

Transportation, freight, tax, miscellaneous supplies and environmental charges are not included unless otherwise noted.

We greatly appreciate the opportunity to estimate this repair for you, and look forward to providing you the best service in the industry.

Estimate Amount	483,039.22
------------------------	-------------------

Terms are n/30 with approved credit

CUSTOMER PURCHASE ORDER

CUSTOMER PRINTED NAME

CUSTOMER SIGNATURE

DATE



THE CITY OF NASHUA

Administrative Services

Purchasing Department

"The Gate City"

April 9, 2020
Memo #20-099

TO: MAYOR DONCHESS
FINANCE COMMITTEE

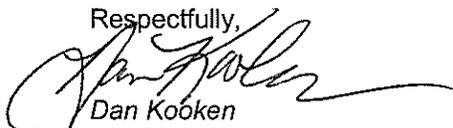
SUBJECT: CONTRACT FOR (VALUE \$1,271,700)
DEPARTMENT: 170 HYDROELECTRIC OPERATIONS; FUNDS: BOND

Please see attached communication from Sarah Marchant, Community Development Division Director, dated April 3, 2020 for information related to this contract award.

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

The Community Development Department, Hydroelectric Operations and the Purchasing Department recommend the award of this contract to **Mavel Americas, Inc. of Boston, MA** in an amount of **\$1,271,700**.

Respectfully,



Dan Kooker
Purchasing Manager

Cc: S. Marchant J. Graziano

**City of Nashua Central Purchasing Department
ADMINISTRATIVE SERVICES DIVISION**

Request to Include on Finance Committee Agenda

Request to Solicit Bid or Proposal

Date of Request: 4/8/20
Proposed Finance Meeting Date: 4/15/20

Project or Item Title: Mavel Turbine, Generator, Controls for Jackson Falls Turbine Replacement
Amount: \$1,271,700

Lawson RQ# _____
Or Lawson
PO# if
Change
Order _____

Funding Description: Bond

Accounting (Finance Committee): _____

Acctg Unit	Acct	Sub Acct	Activity	Acct Category
------------	------	----------	----------	---------------

Requesting Department:

- | | |
|---|---|
| <input type="checkbox"/> Information Technology | <input type="checkbox"/> Police Department |
| <input type="checkbox"/> Engineering | <input type="checkbox"/> Fire Rescue |
| <input type="checkbox"/> Streets | <input checked="" type="checkbox"/> Community Development |
| <input type="checkbox"/> Traffic | <input type="checkbox"/> Public Health |
| <input type="checkbox"/> Park Recreation | <input type="checkbox"/> Financial Services |
| <input type="checkbox"/> Wastewater | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Solid Waste | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Library | |

Has Legal reviewed this request? If no, please explain in Other comments	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Has Risk reviewed this item? If no, please explain in Other comments	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Are CDBG Funds being used for this item?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Is this a time sensitive project?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
For Solicit Bid – is a list of bidders attached?	N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No

Reason for request:

The City will be replacing the turbine at Jackson Falls Dam. Mavel is being engaged for design, manufacture, delivery and installation oversight of the turbine, generator and controls for the replacement project.

Other comments:

Attach supporting documents (bid document, bid tabulation, contract, etc.)

Approval Signatures:

Requester: Deb Chisholm Division Director: Sarah Marchant

CFO (or designee): _____ Date: _____

Director – Admin Services: _____ Date: _____

Note: This form will be returned unless fully completed.

City of Nashua

Community Development Division

City Hall, 229 Main Street, PO Box 2019
Nashua, New Hampshire 03061-2019

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

Date: April 3, 2020

To: John Griffin, CFO; Kim Kleiner, Admin Services Director;
Daniel Kookan, Purchasing Manager

From: Sarah Marchant, Community Development Division Director

Re: Jackson Mills Turbine, Generator and Controls (TGC) Replacement

Background

The City of Nashua became the owner/operator of the Jackson Mills hydroelectric facility in January of 2015, after the 30 year lease with the operator expired. This one megawatt facility produces an average of 4,000,000 kwh of clean power per year which the City net meters to maximize revenue. This facility was originally built in 1984 and as such is in need of replacement of the turbine, generator and controls (TGC). The project has been repaired twice since 2015 in an attempt to keep it going until we can get started on a replacement.

Bond Authorization

In preparation for the replacement the Mayor and Board of Aldermen passed R-19-142 on July 10, 2019 authorizing the issuance of bond for improvements to both Mine Falls and Jackson Mills hydro projects. The issuance of the bond specifically included a new (TGC) at Jackson Mills.

TGC Vendor

Turbine technology has changed since the 1980s and the existing custom turbine cannot simply be duplicated. In partnership with our operator Essex Power Services and sub-consultant HL Turner Group, the TGC replacements were put out to bid in the spring of 2019. In total we received five submissions from AmJET Turbine, Mavel, NORCAN, Ossberger(Zeco) and Rickly Propel. The team reviewed the proposals based on cost (including general construction to make a new unit fit), reliability and generation capability/technology. The top three vendors were narrowed down to Ossberger (Zeco), AmJET and Mavel. With these three vendors a more detailed feasibility analysis of the exact scope of product, costs, guaranteed power and energy estimates was completed. Through the above process one vendor, Mavel, rose to the top of the analysis as the best solution for the Jackson Mills project.

Turbine Replacement Timeline

The TGC Replacement Project will involve 3 major subcontracts with the City; the Project Engineer responsible for engineering design, environmental and construction permitting, construction administration and project commissioning; the TGC vendor responsible for design, manufacturing, delivery and installation oversight of the TGC products; and the General Contractor responsible for all site work, and electrical and mechanical work associated with the installation of the TGC products. The Project Engineer, HL Turner Group, was approved in

January 2020, and they have assisted in negotiating some of the technical details contained in the Mavel contract documents.

The timeline of this project is extremely sensitive to completing the work in low flow conditions, generally late summer into early fall. Because of the length of time needed for proper permitting and manufacturing of the TGC, the replacement is scheduled to take place in 2021. Upon contract approval, Mavel will work closely with HL Turner, the Project Engineer, to finalize the Project schedule and provide the design drawings HL Turner will need to initiate the permitting process with Municipal, State and Federal agencies. The timeframe for manufacturing the turbine, generator and controls is approximately 11 months, with delivery of the TGC to correspond with completion of the site preparation work to be performed by a General Contractor.

Attached is the scope of work Mavel Americas, Inc. will provide. After many months of analysis the Community Development Division recommends awarding the contract for design, manufacture, delivery and installation of the turbine, generator and controls for the Jackson Mills Hydroelectric to Mavel Americas, Inc. of Boston, MA in the amount of \$1,271,700.



AGREEMENT No: 0-29029

THIS AGREEMENT for the supply of Equipment made this _____ day of _____ 2020, the Effective Date

BETWEEN: City of Nashua
 229 Main Street
 Nashua, NH 03060
 (herein called the "Purchaser")

OF THE FIRST PART

AND: Mavel Americas, Inc.
 121 Mount Vernon Street
 Boston, MA 02108 USA
 (herein called the "Supplier")

OF THE SECOND PART

The Purchaser and Supplier are herein referred to, individually, as a "Party" and, collectively, as the "Parties".

WITNESSES that the Supplier and Purchaser covenant and agree as follows:

1. Contract Documents

1.1 The following documents are Contract Documents and shall constitute the Contract in order of priority:

- Change Orders
 - Purchase Order
 - This Agreement (Part 0)
 - General Conditions (Part 1)
 - Mavel's Conformed Proposal (Part 2)("Proposal")
 - Field Services Protocol (Part 3)
-

In the event of a conflict between the terms of the Proposal or the Field Services Protocol and the terms of this Agreement or the General Conditions, a written change order and/or fully executed **Purchaser** Purchase Order, the terms of this Agreement, the General Conditions, the written change order or the fully executed **Purchaser** Purchase Order shall control over the terms of the Proposal or Field Services Protocol.

2. Supplier's Obligations

The Supplier undertakes and agrees to:

2.1 perform the Work within the scope specified in the Contract Documents

For: Project: Jackson Mills Hydroelectric Project
 Agreement No.: 0-29029
 Project Site: Jackson Falls Dam on the Nashua River, City of Nashua, NH, USA.

2.2 do and fulfill everything indicated by the Contract, as applicable to the Supplier; and

2.3 commence the Work on the Commencement Date, which will be the later of the Effective Date and the receipt of Milestone Payment No. 1, and deliver the Equipment to the Project Site according to the Contract Times, as may be adjusted, as outlined in Article 6;

3. Purchaser's Obligations

The Purchaser undertakes and agrees to:

3.1 do and fulfill everything indicated in the Contract Documents as applicable to the Purchaser; and

3.2 make payments to the Supplier in a timely manner in the amounts and times specified in the Milestone Schedule set forth in Article 8.1.1 of this Agreement.

4. Prior Agreements and Amendments:

4.1 The Contract Documents supersede all prior communications, negotiations, representations, or agreements, either written or oral, relating in any manner to the Work, including the bidding or proposal documents that are not expressly listed in Article 1 of the Agreement.

4.2 The Contract may be amended only as provided in the Contract.

5. Subject of the Contract

The subject of the Contract is the design, fabrication and delivery of the Equipment such as but not limited to the turbine, generator, related equipment and technical documentation and provision of technical assistance at the Project Site (Field Services) during the installation and commissioning of the Equipment (the "Work") as set forth in detail in Part 2 of the Contract Documents.

6. Delivery Schedule

6.1 The Supplier will deliver the Equipment according to the Delivery Times in the following Delivery Schedule below:

Preliminary Design:	8 weeks from Commencement Date
Detailed Design:	12 weeks from Commencement Date
Embedded Parts:	48 weeks from Commencement Date
Turbine:	48 weeks from Commencement Date
Generator:	48 weeks from Commencement Date

The Supplier, with the written approval of Purchaser, may deliver Equipment before the dates set forth in the Delivery Schedule. The above times are valid if the Commencement Date is within ten (10) days of the Effective Date or, otherwise, the times shall be extended by the same amount of time as the difference between the Commencement Date and the Effective Date.

6.2 The Parties will agree to a detailed Work Schedule, within three weeks of the Commencement Date. The agreed upon Work Schedule shall be signed by the Parties and shall supersede any other schedule and shall be amended only by a Change Order.

6.3 Time is of the essence for Supplier's and Purchaser's obligations under this Contract.

7. Contract Price

7.1 The total Contract Price is \$1,271,700 (one million two hundred seventy-one thousand seven hundred US dollars).

7.2 The Contract Price is subject to adjustments, additions, deductions and deletions as provided in the Contract Documents.

7.3 The Contract Price is valid under the condition that Commencement Date is within thirty (30) days of the Effective Date otherwise the Supplier shall be entitled to an adjustment of Contract Price based on escalations of material, subcontracted items and labor cost.

7.4 The Contract Price is for delivery terms of INCOTERMS 2010 DDP.

7.5 Technical Services provided by Supplier for the installation and commissioning of the Equipment at the Project Site is included in the Contract Price. If the number of per person days required exceeds fifty-five (55) days, due to reasons not attributable to the Supplier, the Purchaser will be charged at the rate of \$1,300 per man day once an approved Change Order is issued. Related expenses, including travel, accommodations, work will be charged at cost plus fifteen percent (15%). Technical Services will be invoiced every two weeks according to Section 8. Conditions of the Technical Services are described in Part 3 of this Contract.

8. Payment, Retainage and Guarantees

8.1 Progress Payments and Retainage

8.1.1 Subject to the provisions of the Contract Documents, the Purchaser will, in US Dollars, make progress payments to the Supplier in accordance with the following milestones within thirty (30) days of receipt of the Supplier's invoice. Such invoice will include documentation as specified in the Contract and in amounts consistent with the following Payment Milestone Schedule.

Milestone Payment Schedule

No.	Payment Milestone	Percentage of Total
1	Initial Payment within 10 days of the Contract signing	10%
2	Delivery of Design Documents / Start of Production	20%
3	Equipment 50% Complete	20%
4	Embedded Parts Ready to Ship	10%
5	Equipment 100% Ready to Ship	25%
6	Earlier of Delivery of Equipment or 90 days from Milestone 5*	5%
7	Earlier of Commercial Operation or 180 days from Milestone 5*	5%
8	Earlier of Final Completion or 240 days from Milestone 5*	5%
	Total	100%

- Days from Milestone No. 5 condition will only be applicable for time period of any delays not attributable to Supplier.

8.1.2 The Purchaser will retain a portion of the progress payment each month in accordance with the following procedures:

8.1.2..1 The Purchaser will establish an escrow account in the financial institution of the Purchaser's choosing. Interest on the principal will be paid to the Supplier no later than the final payment. The principal will be the accumulated retainage paid into the account by the Purchaser.

8.1.2..2 The principal will be held by the financial institution, available only to the Purchaser until termination of the contract.

8.1.2..3 Until the work is 50% complete, as determined by the Engineer, retainage shall be 1% of the monthly payments claimed. The computed amount of retainage will be deposited in the escrow account established above.

8.1.2..4 After the work is 50% complete, and provided the Supplier has satisfied the Engineer in quality and timeliness of the work, and provided further that there is no specific cause for withholding additional retainage, no further amount will be withheld. The escrow account will remain at the same balance throughout the remainder of the project.

8.2 Invoices for the Milestone Payments described in Articles 8.1.1 above will be addressed to:

VendorAPIvoices@nashuanh.gov

OR

City of Nashua
Accounts Payable
229 Main Street

Nashua, NH 03060 USA

Please do not submit invoices both electronically and paper copy

8.3 Payments will be made by wire transfer or by check issued to Mavel Americas, Inc.

If mailed to: Mavel Americas, Inc.
121 Mount Vernon Street
Boston, MA 02108 USA
Attn: Jeanne L. Hilsinger

If by wire transfer to: Account Holder: Mavel Americas, Inc.
Bank: First Republic Bank
Account No: 80003586013
ABA: 321081669

The payment shall be considered as accepted and fulfilled upon clearance of the check at the Supplier's bank or upon receipt of the wire transfer into Supplier's account above.

8.4 The Supplier shall submit to the Purchaser, prior to final payment, the following:

- 8.4.1 a declaration, reasonably acceptable to Purchaser, verifying that all subcontractors, labor and accounts for services, materials, machinery and equipment, and any other indebtedness incurred by the Supplier in the performance of the Work have been fully paid and that no claims have been filed against the Supplier for such work;
- 8.4.2 a written statement identifying all current outstanding claims against the Purchaser in connection with the Project; and
- 8.4.3 all record documents, showing changes as constructed, operating and maintenance manuals, guarantees, warranties, certificates, reports, and spare parts as required by the Contract Documents.

8.5 Should the Purchaser be more than one hundred and twenty days (120) days late with any undisputed payments, Supplier will have the right to suspend work until such payment is made. A corresponding time amount for this stoppage will be added to the required Delivery Times by means of a written Change Order.

9 Supplier's Representations And Warranties

The Supplier represents and warrants to the Purchaser that:

- 9.1 the Supplier has the skills, experience, resources, personnel and capability to expeditiously and diligently perform all aspects of the Work in a timely and professional manner consistent with the Contract Documents and with sound engineering and project management practices under similar conditions at the same time and locality and all within the Contract Time;
- 9.2 the Supplier has all required permits, licenses, and authorizations and has paid all the necessary premiums or fees necessary to carry on its business and to conduct the work in the Supplier's country;

12 Succession

The Contract Documents shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.

13 Jurisdiction

This agreement 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.

14 Force Majeure

Except for a duty to make timely payments hereunder, neither party shall be liable in damages or have the right to terminate this Contract for any delay or default in performing hereunder if such delay or default is caused by conditions solely beyond its reasonable control as specified in the General Conditions (Part 1, Clause 29).

15 Liquidated Damages and Limitation of Liability

15.1 Liquidated Damages for Delay

- 15.1.1 Purchaser and Supplier recognize that time is of the essence of this Agreement and that Purchaser will suffer financial loss if the Equipment is not delivered to the Project Site within the times specified in Article 6 of this Agreement, plus any extensions thereof allowed in accordance with the Contract Documents.
- 15.1.2 Further, Purchaser and Supplier recognize that it will be difficult to quantify the actual damages, expenses and costs that the Purchaser will sustain if complete, acceptable Equipment is not delivered on time. Accordingly, instead of requiring such proof, Purchaser and Supplier agree that as liquidated damages for delay (but not as a penalty) and as sole remedy for delay, Supplier shall pay Purchaser \$5,000 (five thousand US dollars) per day for the first sixty (60) days, and \$10,000 (ten thousand US dollars) for each subsequent day that the delivery of acceptable Equipment extends beyond the deadline for such Equipment as specified in Paragraph 6 above.
- 15.1.3 Supplier will only be obligated to pay these liquidated damages for delay outlined above if the cause of such delay is solely due to the Supplier and Purchaser has complied with all of its material obligations under the Contract.
- 15.1.4 In the event that the Supplier fails to pay Purchaser the specified liquidated damages amount within thirty (30) days of Supplier being notified of said damages, Purchaser may deduct the amount of the assessed liquidated damages from any remaining payments and retention withheld pursuant to Article 8 above.
- 15.1.5 The maximum amount that Purchaser will be entitled to receive for Liquidated Damages for delay will be one hundred percent (100%) of the Contract Price.

15.2 *Performance Guarantee and Associated Remedies*

15.2.1 The Contract Documents establish Supplier's Performance Guarantees associated with the Equipment. If the Equipment, upon testing, initially or during the warranty period fails to satisfy any aspect of such Performance Guarantees (provided the Equipment was installed and commissioned under Supplier's supervision as provided as Technical Services and according to Supplier's standards and provided further that such failure is not due to abuse, improper modification or improper maintenance or operation by persons other than Supplier or any reason specified in the General Conditions, or by Force Majeure, then Supplier, at its own cost and expense, shall exercise good faith efforts to correct the Equipment (through the repair of components, replacement of components, or otherwise) in order to achieve such Performance Guarantees. If these Performance Guarantees are still not achieved despite such efforts, Supplier shall pay Purchaser an annual payment penalty pursuant to the following formula, which is based on the current net metering price of 85 mils per KWH:

$$P = .085 \times (KWH1 - KWH2)$$

where P = Annual Payment to City by Mavel (\$)

KWH1 = Calculated average annual output based on Mavel's original guaranteed turbine performance.

KWH2 = Calculated average annual output based on installed turbine performance as determined by turbine testing and commissioning witnessed by the City and Mavel.

Said Annual Payment (P) shall not exceed 15% of the original contract price of \$1,271,700, and shall be continued for a period of three (3) years (net metering rate life).

Average annual production for KWH1 and KWH2 shall be calculated on the basis of a 19.9 foot net head (as defined by IEC Publication #41). The City and Mavel shall agree on an average energy model that will be used in determining KWH1 and KWH2.

15.2.2 Supplier will only be obligated to pay the liquidated damages outlined in Article 15.2.1 above if the cause of such performance shortfall is solely due to the Supplier and Purchaser has complied with all material obligations within the Contract.

15.2.3 The maximum amount that Purchaser shall be entitled to recover for liquidated damages for failure to meet Performance Guarantees as outlined above, is 100 percent (100%) of the total Contract Price.

15.3 *Intentionally omitted*

15.4 Consequential Damages

15.4.1 IN NO EVENT and regardless of the legal theory under which such damages or losses may be claimed including negligence SHALL PURCHASER BE LIABLE TO SUPPLIER FOR: (1) LOSS OF ANTICIPATED PROFITS OR LOSS OF REVENUE OR BUSINESS OPPORTUNITY, OR COST OF OBTAINING OTHER MEANS FOR PERFORMING THE WORK, LOSS OF FUTURE CONTRACTS, CLAIMS OF CUSTOMERS, COST OF MONEY, OR LOSS OF USE OF CAPITAL; OR (2) EXCEPT TO THE EXTENT OF PURCHASER'S OBLIGATIONS TO INDEMNIFY

SUPPLIER IN ACCORDANCE WITH THE TERMS OF THE CONTRACT DOCUMENTS, ANY OTHER CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY NATURE.

16 Indemnification

16.1 To the fullest extent permitted by Law, Supplier shall defend, indemnify and hold harmless Purchaser and their respective officers, directors, shareholders, partners, employees, agents, consultants, contractors and subcontractors (collectively "Purchaser Indemnitees") from and against any and all claims for damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or relating to the Project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Equipment itself), but only to the extent caused by breaches of the guarantees set forth in the Contract, or by the negligent acts or omissions or willful misconduct of Supplier, or its subcontractors, vendors, manufacturers or suppliers or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. However, nothing contained herein shall require Supplier to indemnify the Purchaser Indemnitees for their own sole negligence or wrongful conduct.

16.2 To the fullest extent permitted by Law, Purchaser shall defend, indemnify and hold harmless Supplier and Supplier's subcontractors, vendors, manufacturers and suppliers, and their respective officers, directors, shareholders, partners, employees, and agents (collectively "Supplier Indemnitees") from and against any and all claims for damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out of or relating to the Project, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions or willful misconduct of Purchaser, anyone directly or indirectly employed by it, or anyone for whose acts it may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. However, nothing contained herein shall require Purchaser to indemnify the Supplier Indemnitees for their own sole negligence or wrongful conduct.

17. Defined Terms

Terms used in this Agreement with initial capital letters will have the meanings indicated in the General Conditions or as defined herein.

18. Severability

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

19. Counterparts

This Agreement and any other Contract Document may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same document. A signed copy of this Agreement (including initials affixed to all pages) or another Contract Document delivered by

facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement or other Contract Document, as the case may be.

20. No Waiver

No provision of this Agreement shall be considered waived by either party except when such waiver is made in writing. The failure of either party to insist, on one or more occasions, upon strict performance of any of the provisions of this Agreement or to take advantage of its rights hereunder or the delay or failure in exercising totally or partially any right or remedy under this Agreement, shall not be construed as a waiver of any such provisions or the relinquishment of any such rights or any other rights for the future, but the same shall continue and remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement by the hands of their duly authorized representatives.

City of Nashua

Signed by Mr. James W. Donchess on behalf of the City of Nashua

Authorized Signatory

Name: James W. Donchess
Title: Mayor
City of Nashua

Mavel Americas, Inc.

Signed by Jeanne L. Hilsinger on behalf of Mavel Americas, Inc.

Authorized Signatory

Name: Jeanne L. Hilsinger
Title: President

GENERAL CONDITIONS

Part 1

Equipment Supply Agreement

NO. 0-29029

for

Jackson Mills HPP

BETWEEN

**CITY OF NASHUA
AND
MAVEL AMERICAS, INC.**

TABLE OF CONTENTS

1. Definition of Terms
2. Supplemental Instructions
3. Drawings, Specifications, Submissions and Record Documents
4. Supplier's Personnel
5. Equipment
6. Minimum Standards
7. Scheduling and Delays
8. Suspension of Work
9. Purchaser and Supplier Rights to Perform, Stop or Terminate the Contract
10. Sub-suppliers and Suppliers
11. Other Suppliers
12. Contract Price
13. Taxes and Duties
14. Permits, Royalties, Laws and Rules
15. Applications for Payment
16. Approvals of Payment
17. Changes in the Work
18. Valuation of Changes
19. Patents and Licences
20. Inspection of Work
21. Defective Work
22. Completion and Warranty
23. Safety and Protection of the Work and Property
24. Insurance
25. Disputes
26. Assignment
27. N/A
28. Confidentiality and Intellectual Property
29. Force Majeure

Definition of Terms

1.1. Whenever used in the Contract Documents, the following terms mean:

Capacity. The nameplate capacity of the Equipment provided as detailed in Part 2 of the Contract Documents;

Change Order. A written order signed by both the Purchaser and the Supplier authorizing additional or alternate Work not previously specified in the Contract Documents;

Commencement Date. The Commencement Date is the later of the Effective Date and the receipt of the Milestone No. 1 payment.

Commercial Operation. Commercial Operation occurs on the earlier of the date when the generating unit, including the Equipment, is connected to the grid or the date the generating unit is ready to be connected to the grid.

Contract. The Contract is the undertaking by the Parties to perform their respective duties, responsibilities, and obligations as prescribed in the Contract Documents and represents the entire agreement between the Parties;

Contract Documents. The Contract Documents consist of those documents listed in Article 1.1 of the Agreement.

Contract Price. The Contract Price is the amount stipulated in Article 7 of the Agreement;

Delivery Times. The Delivery Times are the times stipulated in Article 6 of the Agreement;

Delivery Schedule. The Delivery Schedule as set forth in Article 6 of the Agreement

Disputes. Differences between the Parties as described in Article 25 of these General Conditions;

Drawings. All drawings, plans, sketches and maps and any revisions or additions thereto, issued to the Purchaser during the performance of the Work;

Effective Date. The Effective Date is the date of the signing of the Contract by both Parties.

Equipment. Those portions of the Work which includes the equipment specified in Part 2 of the Contract, Documents supplied to the Project Site and, if expressly specified in the Part 2 of the Contract Documents, also spare parts provided by the Supplier;

Field Services. Also referred to as Technical Services, the services of the Supplier to be provided at Project Site which will include supervision of installation, testing and commissioning and/or other assistance by Supplier's personnel;

Final Completion. The earlier of the date upon which the Final Certificate of Completion is issued to the Supplier or one hundred fifty (150) days after the last Delivery Time as set for in Article 6 of the Agreement, unless Supplier is sole cause of delay or in the event that the respective delivery is delayed by sole cause of the Supplier, then Final Acceptance will be no later than 120 days after the actual date of the delivery.

Final Certificate of Completion. That notice issued by the Purchaser to the Supplier pursuant to Article 22 of the General Conditions certifying completion and acceptance of the Work, including completion of the commissioning of the Equipment and all material punch list items.

General Conditions. This document which forms Part 1 of the Contract Documents;

Interim Certificate of Completion. That notice issued by the Purchaser to the Supplier pursuant to Article 22.2 of the General Conditions identifying outstanding matters and items of the Work that the Supplier must complete prior to issuance of the Final Certificate of Completion;

Materials. Materials means any raw material or semi-produced materials, parts, or any other kinds of materials necessary for the Work;

Milestone Payment Schedule. The payment schedule as set forth in Article 8.1.1 of the Agreement.

Other Suppliers. A person, firm or corporation having a contract directly or indirectly with the Purchaser other than through the Supplier;

Payment Milestone. The Payment Milestones are as set forth in Article 8.1.1 of the Agreement;

Performance Guarantees. The Performance Guarantees are set forth in Section 2.1 of the Agreement.

Purchaser. The person or entity identified as such in the Agreement. The term Purchaser means the Purchaser or the Purchaser's assignee, authorized agent or representative as designated to the Supplier in writing;

Place of the Work. The Supplier's place of manufacture;

Project. The Project means the total construction contemplated of which the Work is a part;

Project Schedule. The schedule prepared by the Purchaser identifying the earliest expected starting and latest completion dates for each major design, procurement, and delivery activity;

Project Site. The location identified as such in Article 2.1 of the Agreement;

Punch List Item. A minor defect identified by the Purchaser or the Supplier during installation and commissioning.

Specification. Specifications provided by Supplier to Purchaser as regards the Equipment;

Sub-supplier. A Sub-supplier is a person or entity having a direct contract with the Supplier to perform a part or parts of the Work;

Supplier. The Supplier is the person or entity identified as such in the Agreement;

Supplier's Personnel. All personnel employed by the Supplier as described in Article 4 of the General Conditions;

Supplier's Work Schedule. The schedule provided by the Supplier;

Technical Services. Also referred to as Field Services, the services of the Supplier to be provided at Project Site which will include supervision of installation, testing and commissioning and/or other assistance by Supplier's personnel;

Warranty. Supplier's Warranty on the Equipment is set forth in Article 22.3 of the General Conditions;

Warranty Period. The period set out in Article 22.3 of the General Conditions;

Work. The Work means the supply of the Equipment as described in Part 1 of the Contract Documents, and documentation as specified in Part 1 of the Contract Documents;

Work Schedule. The schedule provided by the Supplier pursuant to Article 6.2 of the Agreement.

Force Majeure Event. A Force Majeure Event means: acts of nature; war or hostilities; a strike or lockout, work-to-rule or trade dispute at a Party's premises; a national strike; fire, flood or storm tempest; explosion or

destruction of or affecting the Party's premises or those of any of its suppliers or subcontractors; changes in law, government policy or export license requirements; terrorism; biohazards and civil commotion; imposition of UN sanctions; any event beyond the reasonable control of either Party; and, in cases where one Party is dependent on the other to perform an obligation, any act or default of the other Party that delays the dependent Party's own performance;

1.2. The Contract Documents are complementary and what is required by any one part shall be as binding as if required by all.

1.3. Should there be any conflict or inconsistency in the Contract Documents, the Supplier shall notify the Purchaser and:

1.3.1. The order of priority and interpretation of documents, from highest to lowest, shall be:

- Change Orders
- Purchase Order
- Agreement (Part 0)
- General Conditions (Part 1)
- Mavel's Proposal (Part 2)
- Field Services Protocol (Part 3)

1.3.2. Drawings of larger scale construction detail plans shall govern over those of smaller scale general plans of the same date;

1.3.3. Dimensions shown on Drawings shall govern over dimensions scaled from Drawings; and

1.3.4. Documents prepared at a later date shall govern over earlier documents of the same type.

1.4. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority shall mean the latest standard specification, manual or code in effect on the date of the Agreement, except as may be otherwise specifically stated.

1.5. The apparent generality of the Specifications or the Drawings as to any detail, or the apparent omission from them of a detailed description concerning any point, shall be regarded as meaning that only the general practice is to prevail and that only Equipment, and workmanship of the sufficient quality are to be used.

2. Supplemental Instructions

2.1. During the progress of the Work, the Purchaser will furnish to the Supplier such supplemental instructions necessary to carry out the design concept for the Work. In giving such supplemental instructions, the Purchaser shall have authority to make minor changes in the Work, not inconsistent with the intent of the Contract Documents, and the Work shall be executed in conformity therewith.

2.2. Supplemental instructions may be in the form of Specifications, drawings, models or written instructions and shall not result in a change in the Contract Price or the Contract Time unless this results in a material change in the scope of the Contract. In such case, the change will be determined according to Articles 17 and 18. The Supplier may make small changes to the design of the Equipment; however this must not influence the parameters and durability of the Equipment. Supplemental instructions are not "Change in the Work."

2.3. The Supplier shall work only from Specifications and Drawings approved for construction.

3. Drawings, Specifications, Submissions and Record Documents

- 3.1. The Supplier will be provided, without charge, sufficient copies of drawings as are reasonably necessary for the performance of the Work.
- 3.2. The drawings and other information furnished by the Purchaser shall be used only with respect to the Work, shall not be used on other work, shall not be copied or revised in any manner, and shall be returned to the Purchaser, on request, at the completion of the Work.

The Specifications, Drawings, and all samples and other information furnished by the Supplier shall be used only with respect to the Project, shall not be used on other projects, and shall not be copied or revised in any manner.

All documents, specifications drawings and other information furnished by the Supplier will be in the English language.

- 3.3. All Specifications, Drawings and other information related to the Work furnished by the Supplier to any party in connection with the Contract shall be used solely for the Project
- 3.4. The Purchaser may request the Supplier at any reasonable time to provide copies of the calculations, Drawings, Specifications, relevant codes, schedules, and other documents, whether finalized or in preparation for review or comment, and Supplier shall comply forthwith with any such request and any requirements indicated by the Purchaser as a result of such review or comment.
- 3.5. The Supplier shall submit to the Purchaser for the Purchaser's review and comment Preliminary Design and Detailed Design, as described in Part 2: Attachment 1 of the Contract Documents. Purchaser shall consider such documents and notify the Supplier of either acceptance or the reasons for non-acceptance of such documents within ten (10) working days of receipt. In the case that drawings must be resubmitted by Supplier, then the Purchaser must comment or approve the resubmitted drawings within five (5) days of receipt. In the event of a delay in the acceptance of documents not attributable to the Supplier, the Contract Times shall be adjusted accordingly by means of a written Change Order. If the Purchaser does not comment on a submittal drawing within the time periods stated above, the submittal will be deemed approved. If Parties cannot agree to drawings, then they will decide next steps and Contract Times shall be adjusted accordingly.
- 3.6. The Supplier shall provide, prior to delivery of the Work, two copies of all specifications, drawings, samples, models and other information furnished by the Supplier, and operation, installation and maintenance manuals, samples and models, and those copies should be kept in good order at Project Site and Purchaser shall record thereon all changes made during installation, testing or commissioning of the Equipment as they occur.

4. Supplier's Personnel

The Supplier shall employ qualified personnel to enable timely and proper execution and completion of the Equipment. All such Supplier's personnel shall be competent and qualified by education, training, and experience and in all other respects capable of carrying out the tasks to which each is assigned.

5. Equipment

All Equipment supplied by the Supplier shall be new and shall be applied, installed, connected, erected, stored, used, cleaned, conditioned and maintained by the Purchaser in accordance with the written instructions of the applicable manufacturer, fabricator, Supplier or distributor, except as otherwise

provided in the Contract Documents. Workmanship, Equipment, and use of materials shall be of the quality specified or better. Equipment and materials, which are not specified shall be of a quality consistent with those specified and their use acceptable to the Purchaser.

6. Minimum Standards

In the absence of other standards required by the Contract Documents, all Work and Equipment shall conform to, or exceed, the minimum standards of the European Union standards, CSN, IEC and ISO international norms.

7. Scheduling and Delays

7.1. The Purchaser shall establish a system for monitoring the planning and scheduling activities of the Supplier and all Other Suppliers on the Project utilizing a Project Schedule that will identify the earliest expected starting and latest completion dates for each major activity. The Purchaser may revise the Project Schedule from time to time, but the original and all revisions of the Project Schedule shall be promptly disclosed to the Supplier. Purchaser shall pay Supplier for any direct costs incurred by Supplier due to material revisions in the Project Schedule.

7.2. Within twenty-one (21) days from the Commencement Date, the Supplier will submit to the Purchaser a detailed task-by-task outline of Supplier's Work Schedule for the delivery of Preliminary Design and Detailed Design, manufacture and shop testing of the Equipment considering the Delivery Schedule as per Article 6 of the Agreement within the Project Schedule. The Purchaser will review the Supplier's Work Schedule for general compliance with the Project Schedule and may request adjustments thereto to arrive at a Supplier's Work Schedule that will not interfere with or delay the work of Other Suppliers or other Project activities, however the Delivery Schedule specified in the Article 6 of the Agreement has to be adhered. This detailed schedule will be called the Work Schedule and will become an integral part of the Project Schedule.

7.3. If the Supplier is delayed in the performance of the Work by:

7.3.1. an act or omission of the Purchaser, Other Supplier, or anyone employed or engaged by them contrary to the provisions of the Contract Documents; or

7.3.2. a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the Supplier or anyone employed or engaged by it directly or indirectly;

and if such delay, affects the critical path for the Work, then, at the request of the Supplier, the Contract Times shall be extended for such reasonable time as the Purchaser and the Supplier shall agree and the Contract Work Schedule and Contract Times will be adjusted accordingly by means of a written Change Order. Unless agreed to otherwise by Supplier and Purchaser, the adjustment must be at least the period of the delay.

7.4. Should the Supplier, at any time, be of the opinion that it cannot meet the requirements of the Contract Work Schedule, the Supplier shall consult with the Purchaser to determine whether the Contract Work Schedule can be changed without affecting the critical path of the Project Schedule.

7.4.1. If, in the opinion of the Purchaser, changes can be made to the Contract Work Schedule without affecting the critical path of the Project Schedule, these changes will be made to establish a new Contract Work Schedule and the Contract Times will be adjusted accordingly.

7.4.2. If, in the opinion of the Purchaser, the critical path of the Project Schedule will be adversely affected by delays in completing the Equipment, the Purchaser may request the Supplier to employ additional labour and equipment or work overtime or employ any other necessary procedures, at no cost to the Purchaser, to bring the supply of the Equipment back on the Contract Work Schedule.

~~7.5. If the Supplier is delayed in the performance of the Work by a delay not in its control, the Supplier shall be reimbursed by the Purchaser for any additional costs reasonably and necessarily incurred by the Supplier as the direct result of such delay and the restart of the Work. If such delay exceeds thirty (30) days, the Supplier will invoice and the Purchaser is obligated to make all other payments required of the Purchaser under the Contract as though there was no delay.~~

8. Suspension of Work

8.1. The Supplier has the right to suspend the Work as per Article 8.5 of the Agreement

8.2. The Purchaser may, for its convenience or for just and sufficient cause, suspend the Work in whole or in part at any time by written notice to the Supplier stating the extent and effective date of such suspension; whereupon the Supplier shall:

8.2.1. except as necessary for the care and preservation of portions of the Work and upon notice of same to the Purchaser, suspend the Work to the extent specified;

8.2.2. place no further orders or subcontracts relating thereto;

8.2.3. take any action on such orders and subcontracts as may reasonably be required to either obtain suspension terms satisfactory to the Purchaser or as the Purchaser may direct; and

8.2.4. continue to perform any and all portions of the Work that have not been suspended.

8.3. The Purchaser may, at any time, authorize resumption of any suspended work or any part thereof, by giving the Supplier thirty (30) days written notice specifying the part of the suspended work to be resumed and the effective date of such resumption. The Supplier shall resume the suspended work on the date and to the extent specified in the notice of resumption.

8.4. The Supplier will be allowed an extension of the Contract Times directly attributable to any delay resulting from an action taken under Article ~~3.5~~, 8.1, 8.2, or 8.3 ~~or 20.5~~ hereof. The extension of the Contract Times shall be no less than the period of the suspension, unless otherwise agreed by the Parties, and documented by means of a written Change Order.

8.5. The Supplier will be entitled to an increase in the Contract Price for added expenses directly incurred as a result of such delays suspensions, unless such ~~delays-suspensions~~ are due to the acts or omissions of the Supplier. The increase in the Contract Price shall be documented by means of a written Change Order.

8.6. In the event that such suspension or the total of all such suspensions described in Article 8.2 exceeds more than sixty (60) days, then the Supplier shall provide the Purchaser with the list of all costs incurred by the Supplier. Upon agreement between the Purchaser and Supplier as to such costs, the Purchaser shall pay such costs to the Supplier within fourteen (14) days from receipt of the Supplier's invoice, unless such suspension is due to the acts or omissions of the Supplier or any Sub-supplier. The Supplier will continue to submit costs every thirty (30) days as noted above until the work is resumed and the Purchaser will continue to pay such costs to Supplier.

8.7. In the event that the Equipment is more than eighty percent (80%) complete or complete and ready to ship and the suspension or total of all suspensions described in this Article 8 exceeds six (6) months or Purchaser requests the delay of shipment or is otherwise delayed so that installation, commissioning and final acceptance exceeds six (6) months from the Delivery Times, and such delay is not solely caused by the Supplier or any Sub-supplier, then the Purchaser shall pay, upon invoice, the remainder of the Contract Price that has not yet been paid.

8.8. In the event that the Equipment is not yet eighty percent (80%) complete and the suspension or the sum of all suspensions under this Contract as described in this Article 8, exceeds twelve (12) months, then Supplier will have the right to terminate the Contract and receive compensation as outlined in Article 9.8 below.

9. Purchaser and Supplier Rights to Perform, Stop or Terminate the Work

9.1. If the Supplier should be adjudged bankrupt, insolvent or is placed in receivership and such condition exists for a period of at least sixty (60) days after notice to the Supplier, the Purchaser may, without prejudice to any other right or remedy it may have, immediately terminate the Contract by giving written notice to that effect.

9.2. If the Supplier neglects to execute a material obligation of the Work, the Purchaser may notify the Supplier in writing that the Supplier is in default of its contractual obligations and instruct the Supplier to correct the default in the thirty (30) days immediately following the receipt of such notice.

9.3. If the correction of the default identified according to Article 9.2 cannot be completed in the time specified, the Supplier shall be in compliance with the Purchaser's instructions if it:

9.3.1. commences the correction of the default within the specified time, and

9.3.2. provides the Purchaser with a reasonably acceptable schedule for such correction, and

9.3.3. completes the correction in accordance with such schedule.

9.4. If the Supplier fails to correct the default in the time specified or is not in compliance with the Purchaser's instructions as described in Article 9.3 above, or subsequently agreed upon, the Purchaser may, without prejudice to any other right or remedy it may have, on further written notice to the Supplier:

9.4.1. correct such default and deduct the direct cost thereof from any payment then or thereafter due to the Supplier;

9.4.2. terminate the Supplier's right to continue the Work in whole or in part; or

9.4.3. terminate the Contract.

9.5. If the Purchaser terminates the Supplier's right to continue with the Work or any part thereof as provided in this Article 9, the Purchaser shall be entitled to:

9.5.1. take possession of the Work and Equipment and finish the Work or such part thereof by whatever method the Purchaser may consider expedient but without undue delay or expense;

9.5.2. withhold further payments to the Supplier until the Work or such part thereof is completed;

- 9.5.3. charge the Supplier the amount by which the full cost of finishing the Work as certified by invoice and other documents exceeds the Contract Price; and
- 9.5.4. The Purchaser will pay to the Supplier the difference between the value of the Work and Equipment which have been taken by the Purchaser pursuant to Section 9.5.1 and the amounts already paid to the Supplier, if any.
- 9.6. If the Equipment has not been delivered to the Project Site, and the cost to complete the Work exceeds the difference between the Contract Price and the amount already paid to the Supplier, the Supplier must pay the Purchaser reasonable extra costs.
- 9.7. If the Purchaser should be adjudged bankrupt, insolvent or is in receivership, the Supplier may, without prejudice to any other right or remedy it may have, immediately terminate the Contract by giving the written notice to that effect.

If the Purchaser neglects to fulfil the material obligations properly or otherwise fails to comply with the material requirements of the Contract Documents, the Supplier may, without prejudice, notify the Purchaser in writing that the Purchaser is in default of its contractual obligations and instruct the Purchaser to correct the default in the thirty (30) days immediately following the receipt of such notice. Except in the case of the default in any payment by the Purchaser, if the correction of the default identified by the Supplier cannot be completed in the time specified, the Purchaser shall be in compliance with the Supplier's instructions if it: commences the correction of the default within the specified time and continues correcting until the default is corrected.

If the Purchaser fails to correct the default, and if the Purchaser's default materially prejudices the Supplier, then the Supplier may without prejudice to any other right or remedy it may have, on further written notice to the Purchaser, either correct such default and invoice the cost thereof to the Purchaser or terminate the Contract.

- 9.8. Should the Supplier terminate the Contract due to Article 9.7 or Article 8 above, the Supplier will invoice and Purchaser will be obligated to pay all remaining amounts due of the Contract Price for Work performed and completed prior to the date of termination as well as any direct cost, liquidated damages and/or losses incurred or which may be incurred from entering into or termination of Contract. The Supplier, upon receiving the full amounts as per this Article from the Purchaser, shall deliver to Purchaser all portions of the Work and Equipment completed or available at the time of termination.

10. Sub-suppliers and Suppliers

- 10.1. Unless otherwise agreed to by the Purchaser in writing, the Supplier shall utilize only those Sub-suppliers listed in Part 2 of the Contract Documents. If included in the list, then the Supplier may utilize any Sub-supplier at its own discretion.
- 10.2. The Purchaser may, for reasonable cause, object to the use of a Sub-supplier and require the Supplier to provide an alternate Sub-supplier suitable to the Purchaser.
- 10.3. In the event that the Purchaser requires a change in a Sub-supplier, the Contract Price shall be adjusted by the difference in cost plus a mark-up of ten percent (10%) to cover the Supplier's overhead cost, occasioned by such a change, if any.
- 10.4. The Supplier shall not be required to employ as a Sub-supplier a person or firm to whom it may reasonably object.

10.5. The Supplier shall:

10.5.1. be as fully responsible to the Purchaser for acts and omissions of Sub-suppliers and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Supplier.

10.5.2. be entitled and authorized to change, subject to Purchaser's reasonable approval, Sub-suppliers during implementation of the Work.

10.6. Nothing contained in the Contract Documents shall create a contractual relationship between a Sub-supplier, or anyone employed or engaged by them directly or indirectly, and the Purchaser and no Sub-supplier is intended to be or shall be deemed a third party beneficiary of this Contract.

10.7. The Purchaser shall not be entitled to negotiate or seek information directly with the Sub-suppliers without prior written consent of the Supplier.

11. **Not Used**

12. **Contract Price**

The Contract Price, as adjusted by Change Orders, shall be accepted by the Supplier as full compensation for everything furnished and done by the Supplier under the Contract except as otherwise stipulated in the Contract.

13. **Taxes and Duties**

13.1. Unless otherwise stated in the Contract Documents, the Supplier shall be responsible for payment of:

13.1.1. taxes, limited to Supplier license and registration fees and the Supplier's income, profit, franchise, business, and personal property taxes, in the country of the Supplier; and

13.1.2. all employment taxes and contributions imposed by law or required to be paid on behalf of the employees of the Supplier in the country of the Supplier.

13.1.3. all US and foreign export and import duties and other fees as indicated in DDP INCOTERMS 2010.

13.2. The Supplier will not be responsible for any sales and other ~~New York~~-Hampshire State taxes with respect to any, materials and Equipment supplied by the Supplier as part of the Work, except fees and taxes due as required under the Delivery Terms DDP Project Site as may be applicable to the transport of the equipment to the Project Site.

13.3. The Purchaser will be responsible for any and all governmental assessments and taxes, property taxes, excise taxes, inventory taxes and license fees related to the Work in the state and country of the Project Site.

13.4. In the event that any tax, duty, assessment, fee, charge, levies, etc. are imposed on the Supplier covered under Article 13.2 or 13.3, the Purchaser obliges to reimburse such cost to the Supplier within fourteen (14) days from the date of issue of the Supplier's invoice for the same.

13.5. Where an exemption of government sales, taxes or excise taxes is applicable to the Contract, the Supplier is required to file claims for, or cooperate fully with the Purchaser and the proper authorities in seeking to obtain such refunds for the benefit of the Purchaser.

14. Permits, Royalties, Laws and Rules

- 14.1. The Supplier shall comply with, and shall ensure that its employees and agents comply with, all applicable laws in connection with the Work.
- 14.2. The Supplier shall obtain from governmental authorities or other third parties, and pay for those licenses, permits and approvals required by law or by the Contract Documents for its direct portion of the Work only.
- 14.3. Purchaser shall obtain from all governmental authorities all other licenses, permits and approvals required by law or by the Contract Documents related to the Work.

15. Applications for Payment - Invoicing

- 15.1. Article 8.1. of the Agreement which sets forth the Milestone Schedule shall be used as the basis for invoicing.
- 15.2. Invoices shall be submitted following completion of the milestones set out in the Milestone Payment Schedule and shall be for the payment amount, set forth as a percentage of the Contract Price, set out in the Milestone Payment Schedule. The due date for payment of the invoice shall be thirty (30) days of the date of Purchaser's receipt of the Supplier's invoice.
- 15.3. When preparing an invoice for payment, the Supplier shall submit a statement based upon the Milestone Payment Schedule. Receipts, photographs or other declarations may accompany such applications to evidence stages of completion.
- 15.4. All claims for Changes in the Work must meet the requirements of Articles 17 and 18 hereof and must be attached to the invoice and submitted to the Purchaser for certification.

16. Payments

- 16.1. The Purchaser shall make payments to the Supplier according to the terms in Article 8 of the Agreement.
- 16.2. Except as expressly stipulated in the Contract any deduction or set off is not permitted without prior consent of the Supplier.

17. Changes in the Work

- 17.1. The Purchaser, without invalidating the Contract, may propose changes to the Work ("Change in the Work"). Such adjustments, however, may be made only in strict conformity with this Article 17 and the following Article 18 hereof.
- 17.2. Changes in the Work may be made only by a Change Order and no claim for Change in the Work shall be valid unless so ordered and at the same time and valued as provided in Article 18 hereof.
- 17.3. When a Change in the Work is proposed, the Supplier shall submit to the Purchaser the Supplier's claim for an adjustment to the Contract Price and/or the Contract Time or Performance Guarantee, if any, with appropriate documentation within twenty one (21) days of receipt of such proposed Change in the Work.
- 17.4. When the Purchaser and Supplier agree to the adjustments in Contract Price, Contract Time or Performance Guarantee attributable to a Change in the Work and calculated in accordance with Article 17, such agreement shall be recorded as a Change Order, which must be signed by both Purchaser and

Supplier. Once signed, the Change Order will become effective immediately. The value of the work performed as the result of a Change Order shall be included in Supplier's invoices.

18. Valuation of Changes

18.1. The value of a Change in the Work as provided in Article 17 hereof shall be determined by estimate and acceptance of a lump sum.

19. Patents and Licences

19.1. The Supplier hereby grants the Purchaser a non-exclusive, royalty free, perpetual, irrevocable license to use Work on the Project, and only for the Project outlined in the Contract Documents. This includes any and all patents, industrial designs, copyrights and technology related to the Work, that the Supplier owns or controls, subject to the Supplier's legal right to do so.

With respect to the Submittals, Drawings and other documents that Supplier furnishes to Purchaser for the Project, Supplier grants Purchaser a non-exclusive, limited license to use such documents only for the Project and not for other projects or the use of any third party other than on the Project in which Supplier is to provide Equipment in accordance with the Contract. Specifically, with respect to the Project, Purchaser may use such documents for the purpose of installing, operating, maintaining, testing, repairing and replacing the Equipment, as well as for the completion of the Project, including the design and construction of the powerhouse, however solely on Purchaser's risk and responsibility.

Supplier shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Work.

The Supplier warrants that the Equipment supplied by it or any of its Sub-suppliers shall not infringe any patent, copyright, trade secret, or trademark and that the Purchaser shall have the right to use any such Equipment without payment of any license fee or royalty. The Supplier shall indemnify, defend and hold the Purchaser, and its present and future direct and indirect parents, subsidiaries and affiliates and their directors, officers, shareholders, employees, agents and representatives harmless from and against any and all claims, actions, suits, proceedings, losses, liabilities, penalties, damages, costs or expenses (including reasonable attorneys' fees and disbursements) of any kind whatsoever arising from actual or alleged infringement or of any patent, copyright, trade secret, trademark, service mark, trade name, or other intellectual property right in connection with the Work.

20. Inspection of Work

20.1. The Purchaser and its representatives shall, at their own cost and at any time, have access to and the right to inspect or witness any part of the Work and the Supplier shall provide proper facilities for such access or inspection. Such inspection may be at the facility of the Supplier, a Sub-supplier or other facility. However, the Purchaser has to inform the Supplier at least ten (10) days before such inspection in writing. Any inspection of a Sub-supplier, if requested, may be realized only in the presence of the Supplier.

20.2. Notwithstanding Article 20.1, the Supplier shall inspect and be solely responsible for the inspection of all workmanship, materials and Equipment furnished by the Supplier, and Sub-suppliers in respect of the Work, to ensure conformity to the Contract Documents and the Law and to ensure that good and proper construction practices are followed.

20.3. If the Contract Documents, the Purchaser's instructions, or the laws or ordinances of the Project Site require any of the Work to be specially tested, inspected or approved, the Supplier shall give the

Purchaser timely notice of readiness of the Work for all required tests, inspections in the workshop of the Supplier or its Sub-supplier. The Supplier shall arrange for tests, inspections or approvals by other authorities and shall give the Purchaser timely notice of the date and time. The Supplier then shall have the inspections or tests satisfactorily completed and furnish promptly to the Purchaser two (2) copies of certificates and inspection reports relating to the Work. The Purchaser may elect to attend the inspections or tests at their own expense.

20.4. If the Purchaser does not attend an inspection/take-over, despite being duly notified by the Supplier, then the respective inspection/take-over will be regarded as successful and the Equipment taken over and the Supplier shall be entitled to the respective payment. Payment does not relieve Supplier from its obligations under Article 22.

20.5. The Purchaser may order any portion or portions of the Work to be examined to confirm that such work is in accordance with the requirements of the Contract Documents. If such work is determined to be in accordance with the requirements of the Contract Documents, the Purchaser will pay the cost of examination and re-instatement and Contract Time shall be extended accordingly. If such work is determined not to be in accordance with the requirements of the Contract Documents, the Supplier shall correct such work and shall pay the cost of examination and correction.

21. Defective Work

21.1. The Supplier shall promptly remove and replace at Supplier's sole cost and expense any defective Work which has been rejected by the Purchaser and does not materially conform to the Contract Documents.

22. Completion and Warranty

22.1. On the day that:

22.1.1. the Work, including any commissioning and testing requirements, has been completed to the best of the Purchaser's knowledge, information and belief after due inquiry, and has been shown to have met the Performance Guarantees set forth in Part 1 of the Contract; and

22.1.2. the Supplier has complied fully with the Contract Documents and all orders, rulings and directions made pursuant thereto, or

22.1.3. latest 180 (one hundred eighty) days from the date of delivery of the last Equipment, unless the delay is attributable to the Supplier the Purchaser shall issue a Final Certificate of Completion. The Supplier shall acknowledge receipt of the Final Certificate of Completion by endorsing the Final Certificate of Completion as directed by the Purchaser. If the condition specified in this Article is fulfilled and the Purchaser fails to issue the Final Certificate of Completion within fourteen (14) working days then this Final Certificate of Completion shall be considered as issued.

22.2. The Purchaser may issue an Interim Certificate of Completion, which will indicate those matters and items of Work that must be completed by the Supplier (Punch List items) before a Final Certificate of Completion may be issued.

22.3. Supplier warrants that the Equipment supplied and all other Work performed by the Supplier and Sub-suppliers shall be new, shall meet the requirements of the Contract shall meet the requirements of all applicable laws, codes and standards in effect where the Work is to be installed, shall be free of all defects, and shall meet the Performance Guarantees set forth in the Part 1 of the Contract.

- A) Notwithstanding the above, Supplier is not responsible to meet the Performance Guarantees set forth in the Part 1 of the Contract for the Equipment if the Purchaser does not unload, store, handle, install, test and commission the Equipment strictly as per written manuals provided by the Supplier and under the this Agreement and under the Supplier's supervision provided under the Technical Services.
- B) Furthermore, the verification measurement of the Performance Guarantees specified expressly in the Parts 0 and 2 of the Contract Documents must be performed strictly in accordance with the conditions of the Agreement and IEC standards. The Supplier must be informed at least thirty (30) days before such measurement and must be allowed to participate at such measurement, if requested. In the event the measurement is not performed within one hundred and eighty (180) days from the date of commissioning than such measurement shall not be performed and the guaranteed parameters shall be considered as fulfilled.
- 22.4. The Warranty Period shall commence upon Commercial Operation and expire twenty four (24) months from Commercial Operation or thirty (30) months from the delivery of Equipment to the Project Site, or Project Storage Facility whichever date is earlier ("Applicable Warranty Period"). If Equipment is not delivered to the Project Site for any reason not due to the Supplier, then the Warranty shall commence thirty (30) days from the date the Equipment was scheduled to be ready to be delivered as outlined in Part 0, Article 6 and shall end thirty (30) months thereafter.
- 22.5. In the event that the Work is suspended by the Purchaser and any Equipment is completed or major sub-supply has been received by the Supplier (generator, etc.) then the Warranty Period of twenty four (24) months of such Equipment shall start from the date of written notification of the Purchaser of such suspension as per Article 8.2 above.
- 22.6. The Warranty shall be valid only if the Purchaser has met all obligations under the Contract, the Equipment is installed, commissioned and tested according to the Supplier's written manuals and under the supervision of Technical Advisors under Technical Service and will be limited to any defects or faults in the Work which are due to the quality or workmanship of the Supplier and will not cover such defects or faults such as caused by:
- 22.6.1. Force Majeure Event, unusual operating condition;
- 22.6.2. Ordinary wear and tear and consumable supplies, abrasion or chemical pollution;
- 22.6.3. Defect or malfunction of the equipment or construction elements beyond the scope of the Work (civil part (piers etc.), electric network etc.); or as a consequence of wrong input data provided by the Purchaser;
- 22.6.4. operating procedures not in accordance with stated practice, failure or delay to provide maintenance or remedial repairs, unauthorized changes or repairs or other causes not within the Supplier's scope of responsibility or control;
- 22.6.5. a direct or indirect consequence of failure or defect of the equipment which wasn't supplied by the Supplier; or
- 22.6.6. improper unloading, storage, handling, installation, testing, commissioning or maintenance by the Purchaser.
- 22.7. The Purchaser must notify the Supplier in writing of any suspected defects or faults in the Work covered by the Warranty promptly, but with thirty six (36) hours, of the discovery of such defects or faults.

- 22.8. Without restricting any warranty or guarantee either made by the Supplier or implied by law and with respect to Article 22.4 above, and subject to the exclusions set forth in Articles 22.3(A), 22.3(B) and 22.6, Supplier shall, at its own expense, promptly correct any defects or faults in the Work that are observed or discovered prior to the expiration of the Warranty Period whether or not such defects or faults could have been observed or discovered during installation. Supplier shall implement all the necessary repairs and/or replacement of Work that fails to comply with the Warranty, including procuring new equipment and materials, transportation to, and removal from, the site, direct construction labor, dismantling, reassembling and testing of said equipment or materials, or any other non-defective equipment or materials which are required to be dismantled, reassembled or tested to gain access to the defective Work.
- 22.9. Any replacement component furnished under the Warranty shall carry warranties on the same terms as set forth above, except that the Warranty Period shall be either: (i) the remaining balance of the original Warranty Period, or (ii) a period of twelve (12) months from the date of such repair or replacement; whichever period shall end later. In any event, the Warranty Period and the Supplier's responsibilities set forth herein for such repaired or replacement component shall end twelve (12) months after expiry of the Applicable Warranty Period.
- 22.10. Upon receipt of notice from the Purchaser of a failure to conform to the Warranty, the Supplier shall promptly respond and, if necessary, inspect the Work. The Supplier shall then prepare a plan to correct such failure and discuss such plan with the Purchaser. The Supplier shall then immediately implement such plan of corrective action and continuously perform such plan until the failure is corrected. Should the Supplier fail to correct such failure within a reasonable time, the Purchaser may, after giving five (5) days' notice to the Supplier, correct the same at Supplier's expense.
- 22.11. Notwithstanding the expiration of the Warranty Period or the issuance of the Final Acceptance Certificate, the Supplier shall not be relieved of its responsibility for correcting any defects in the Work of which notice has been given to the Supplier prior to the expiration of the Warranty Period and which remain uncorrected.
- 22.12. The Warranty will terminate immediately should repairs on Supplier's Equipment be realized or performed by any party other than the Supplier or a representative designated by the Supplier.
- 22.13. Any Warranty specified in the Contract Documents is provided by the Supplier only under the condition that the Equipment was installed, commissioned and tested in accordance with Supplier's written instructions and under the supervision of Supplier's Field Services personnel and under the condition that the Equipment is maintained either by Supplier or according to Supplier's written instructions.
- 22.14. In the event of any dispute concerning technical issues or in the event the Purchaser withholds the issuance of a Final Certificate of Completion or Final Acceptance Certificate then the Purchaser and the Supplier shall invite an independent inspection organization to resolve the dispute (such as SGS, Buro veritas, det Norske veritas). The decision by the independent testing organization is without prejudice to either Party. If either Party rejects the decision of the independent testing organization, such Party may submit the issue as a "Dispute" as set forth in Article 25. Unless otherwise agreed by the Parties, any expenses associated with the participation of the independent inspection organization shall be borne by the Party at fault.
- 22.15. Within fourteen (14) days after expiry of the Warranty Period specified in Article 22.3 the Purchaser shall issue Final Acceptance Certificate. In the event that this certificate is not issued within this time period and the Purchaser does not notify the Supplier of any claim then the Final Acceptance Certificate shall be considered as issued.

Other than as expressly set forth herein, THE SUPPLIER DISCLAIMS ALL IMPLIED WARRANTIES OF ANY NATURE, SUCH AS THE IMPLIED WARRANTIES OF PERFORMANCE OR QUALITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE OF USE.

23. Safety and Protection of the Work

- 23.1. The Supplier shall ensure compliance on its part and on the part of all sub-suppliers with the applicable occupational health and safety statutes and any regulations thereunder.
- 23.2. The Supplier shall protect the Project and the Purchaser's property and property adjacent to the place of the Project from damage, which may arise as the result of the Supplier's activities under the Contract. For any activities not conducted in accordance with the Contract, Supplier shall be responsible for any resulting damage, except damage which occurs as the result of:
- 23.2.1. errors in the Contract Documents;
- 23.2.2. acts or omissions by the Purchaser or Other Suppliers, their agents and employees.
- 23.3. Should damage occur to Supplier's Equipment due to the Purchaser or Other Suppliers, their agents and employees, the Purchaser will pay the Supplier for the cost of repair or replacement and the Contract Time shall be extended accordingly.

24. Insurance

- 24.1. The Supplier shall provide, maintain and pay the premiums for any insurance it is required by law to provide, and the following insurance coverage:
- 24.1.1. Automobile Liability Insurance covering all licensed vehicles owned or leased by the Supplier for use at the Project Site for the Supplier's personnel. Such insurance shall be for at least one million US dollars (\$1,000,000) inclusive per occurrence for bodily injury, death, and damage to property;
- 24.1.2. Commercial General Liability insurance of the Supplier in an amount and currency equal to at least two million US dollars (\$2,000,000).
- 24.1.3. Broad Form Property Damage Insurance on the Equipment while it is in transit from Supplier's Place of Work to the Project Site on a replacement cost basis (cargo insurance).
- 24.1.4. Excess Liability (Umbrella) Insurance coverage of the Supplier in an amount no less than (\$5,000,000) per occurrence/aggregate.
- 24.2. The Purchaser shall provide, maintain and pay the premiums for the following insurance coverage:
- 24.2.1. Broad Form All Risk Builders' Insurance in sufficient amount covering all possible risks. This insurance shall be in the joint names of the Purchaser, Supplier and all Sub-suppliers. All Risk Builder's insurance is applicable for all materials and Work delivered to the Project Site. Such policy shall name Supplier as an additional insured.
- 24.3. Unless specified otherwise, the duration of each policy shall be from the Effective Date until the date of the Final Acceptance Certificate.

24.4. All required insurance policies of the Supplier can be issued by insurance companies from the European Union. Insurance companies used in the European Union must meet the equivalent of an A.M. Best Rating of A-/VIII or better.

24.5 Supplier shall deliver to Purchaser no later than thirty (30) Days after the Effective Date certificates of insurance stipulated in Articles 24.1.1. and 24.1.2 as evidence that policies providing such coverage and limits of insurance are in full force and effect. Such certificates shall name the Purchaser as additional insured. Supplier shall also provide proof of policy endorsement, if specifically requested by the Purchaser. The certificates of insurance shall provide at least thirty (30) Days' advance written notice to Purchaser prior to cancellation, termination, or material alteration of said policies of insurance.

25. Disputes

25.1. Differences between the Parties related to the interpretation, application or administration of the Contract or any failure to agree where agreement between the Parties is called for, herein collectively called Disputes, which are not resolved through direct negotiation between the Parties, shall be settled in accordance with the requirements of this Article 25.

25.2. A Party shall give written notice of a Dispute to the other Party no later than fifteen (15) days after it has failed to find a resolution through negotiation. Such notice shall set forth particulars of the matters in dispute, the probable extent and value of the damage and the relevant provisions of the Contract Documents. The other Party shall reply to such notice no later than seven (7) days after it receives such notice, setting out in such reply any relevant provisions of the Contract Documents.

25.3. If a Dispute is not resolved promptly, the Purchaser may give such instructions as, in its opinion, are necessary for the proper performance of the Work to prevent delays pending settlement of the Dispute. The Supplier shall act immediately according to such instructions, it being understood that by so doing the Supplier will not prejudice any claim it may have arising out of the matter in dispute.

25.4. The Parties shall make all reasonable efforts to resolve any Dispute by amicable negotiations. After a period of fifteen (15) days following receipt of the Purchaser's reply under Article 25.2 hereof, the Parties shall submit any unresolved Dispute to mediationbinding-arbitration.

~~25.5.~~

25.5. At all times, Supplier shall carry on the Work and maintain and complete Work in accordance with the requirements of the contract documents. If the Parties are unable to resolve their Dispute as described above, the Parties shall submit their Dispute to a New Hampshire Mediator. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

25.6. If either Party or both are dissatisfied with mediation, 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.

26. Assignment

Neither Party shall assign, delegate or transfer the Contract or any part thereof or any benefit, interest or performance therein or thereunder without the prior written consent of the other Party. Such consent will be not be unreasonably withheld.

27. Transfer of Title to and Ownership of the Equipment

With respect to each part of the Equipment, title to and ownership of the Equipment shall transfer from Supplier to Purchaser when the Equipment arrives at the Project Site so long as Purchaser has met all material obligations under this Contract.

28. Confidentiality, Intellectual Property

28.1. The Parties have agreed that any mutually provided information, documents and other tools connected with this Contract will be considered as confidential and it may be used by or communicated to the third Party only in the connection with the fulfilment of this Contract or in the connection with enforcing the obligations according to this Contract and only in the scope in which such notification is purposeful or necessary.

28.2. The Purchaser acknowledges that all technical data received from the Supplier e.g. in particular the turbine and hydraulic designs and any other documentation, etc. are the Supplier's intellectual property and the Supplier's trade secrets. The Purchaser may use all Project and other documentations provided by the Supplier only for the purpose of this Contract, including operation and maintenance of the Work, as described in Section 19 of these General Conditions, and shall not use it for other purposes. The Purchaser in particular mustn't register any project or other documentation as his intellectual property, realize another work according to this documentation, provide it for realization of another work to the third person, publish it, make copies or distribute it by any other way

28.3. Notwithstanding the above, Supplier understands that Purchaser is a public entity and must comply with open records laws.

29. Force Majeure

29.1 If any Party fails to perform its obligations because of a Force Majeure Event which is not attributable to any act or failure to take preventive action by such Party, then that Party's performance shall be excused and that Party shall not be subject to termination of the Agreements or liable for damages for failure to perform thereunder for such time as shall be equal in length to the period of the Force Majeure Event and the period thereafter during which performance is interrupted as a direct result of the Force Majeure Event ("Suspended Days"), as long as the Party that fails to perform gives the other Party written notice specifying the nature and particulars thereof and the expected duration thereof within five (5) Working Days after the commencement of the Force Majeure Event causing the failure, and provided further, that within five (5) Working Days after the cessation of the Force Majeure Event, such Party shall give notice to the other Party specifying the date of cessation. All obligations under the Agreement shall once again be in full force and effect upon the cessation of the Force Majeure Event (including without limitation any payments which became due and payable hereunder prior to such Force Majeure Event), provided, however, that the time for performing any required act or meeting any other obligation shall be extended for the benefit of the excused Party by the period equal to the

Suspended Days by means of a Change Order. The extension of time is the sole remedy to Supplier for Force Majeure.

29.2 Notwithstanding anything to the contrary in this Article 29, if the cause of a Party's failure to perform results solely from any act or default by that Party, then such cause shall neither be deemed a Force Majeure Event nor shall it excuse the performance of that Party's obligations under any of the Agreements.

Conformed Proposal

Part 2

Equipment Supply Agreement

No. 0-29029

For

Jackson Mills HPP

Between

THE CITY OF NASHUA, NH

and

MAVEL AMERICAS, INC.



www.mavel.com

Jackson Mills
Hydroelectric Upgrade Project

CONFORMED PROPOSAL
Turbine / Generator Equipment

City of Nashua, New Hampshire
Essex Power Services Inc.

Mavel Project No. 0-29029.Rev.3

14 January 2020

Table of Contents

Jackson Mills Hydroelectric Upgrade Project

Technical and Cost Proposal

SECTION 1:	Executive Summary
SECTION 2:	Vendor Proposal Information
SECTION 3:	Vendor Qualifications
SECTION 4:	Technical Information (Rev.1)
SECTION 5:	Commercial Terms
SECTION 6:	Appendices
Appendix A:	Turbine Installation Drawings
Appendix B:	Performance and Energy Production Information
Appendix C:	Standard Kaplan Turbine Technical Specification
Appendix D:	Generator Information
Appendix D.1:	Generator Drawings
Appendix E5:	Electrical Balance of Plant Specifications – Eaton Corporation
Appendix E.1:	Eaton Corporation Brochure and References
Appendix F:	Production and Delivery Schedule
Appendix G:	Project Team and Resumes of Project Staff – Not Used
Appendix H:	ISO Certificates – Not Used
Appendix I:	Mavel References – Not Used
Appendix J:	Mavel Brochure – Not Used

SECTION 1

Executive Summary

**SECTION 1
EXECUTIVE SUMMARY**

Owner

City of Nashua, New Hampshire

Operator

Essex Power Services, Inc.
Essex Hydro, LLC
55 Union Street, 4th Floor
Boston, MA 02108

Representatives

H. L. Turner Group, Inc.
John R. Lavigne, Jr.
JLavigne@hlturner.com
603/228-1122, ext. 149

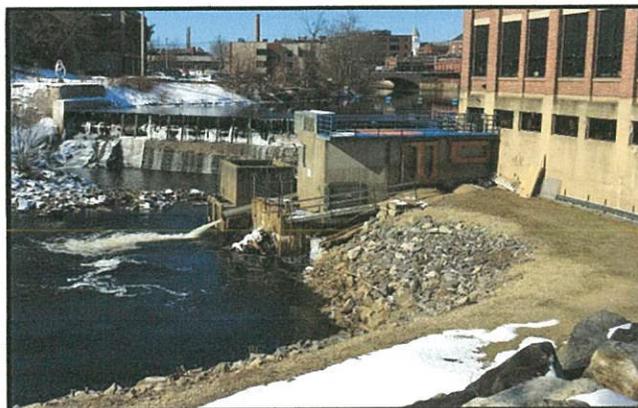
1.1 Proposal Request

The City of Nashua, New Hampshire ("Owner") is interested in replacing the turbine-generator-control system ("TGC") at its Jackson Mills Hydroelectric Project ("Jackson Mills HPP" or the "Project"). Essex Power Services, Inc. ("EPSI"), as operator of the project, has invited Mavel Americas, Inc. ("Mavel") to submit a preliminary technical and cost proposal ("Proposal") for a TGC replacement. The Jackson Mills HPP, originally commissioned in 1984, is located at the Jackson Falls Dam on the Nashua River.

The Project involves the removal of the existing 1000 kW single-regulated turbine and generator set and replacement with a new double-regulated turbine and generator package. The upgrade Project will also include replacement of the electrical balance of plant equipment. The design parameters for the site are operating head of 21 ft. and flow rate of 800 cfs.

The Technical Specification Package and Request for Preliminary Vendor Equipment Proposals ("Proposal Request"), prepared by the H.L. Turner Group Inc. ("Engineer") indicates an interest in a TGC arrangement with a similar inclined turbine within the existing powerhouse. Alternative arrangements will be considered provided that impacts to the existing structure and fish passage facility are minimized.

The plant is currently limited to 1000 kW output due to net metering rules. The Owner and EPSI are interested in additional capacity with this upgrade even though the new unit may have to operate in a restricted mode until rule changes are implemented.



Exterior view of the Jackson Mill Hydro Station

1.2 Revised Site Parameters

Mavel provided a proposal in March 2019 for installation of a Kaplan bulb turbine type **Mavel KA1800K4** connected to a synchronous generator via an angle-drive gearbox. At the original design head of 21 feet and rated unit discharge of 800 cfs, the turbine would have an installed power of 1,226 kW measured at the turbine shaft. The generator power would be 1165.2 kW based on gearbox and generator efficiencies.

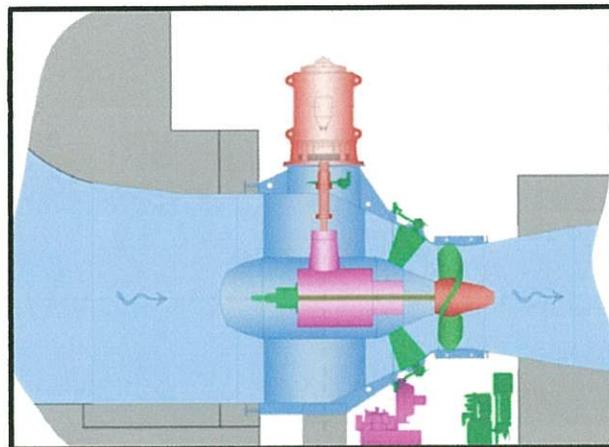
A conference call was held on June 5, 2019 to review the March proposal. The Owner commented that the proposed design was the most effective in minimizing changes to the existing structure. Concern was expressed for the amount of possible excavation into the structure foundation and requested a review to determine if the unit centerline and lower gallery floor could be raised to reduce risk. Revised design parameters for the site were provided for the review. The revised parameters are an operating head of 19.9 ft. and flow rate of 750 cfs.

Mavel committed to review the arrangement and provide a revised proposal, which follows here.

1.3 Mavel Equipment Recommendation

Mavel affirms the original recommendation to replace the existing equipment at the Jackson Mills HPP with a Kaplan bulb turbine type **MAVEL KA1800K4**. The turbine will have a runner diameter of 1800 mm, four runner blades and a steel scroll case. The turbine will be connected to a synchronous generator via an angle-drive gearbox. The turbine speed will be 240 rpm and the generator speed will be 720 rpm. At the design head of 19.9 feet and rated unit discharge of 750 cfs, the turbine will have an installed power of 1,127 kW measured at the turbine shaft. The generator power will be 1059 kW based on gearbox and generator efficiencies.

The estimated annual energy production for the operation of Jackson Mills HPP at full capacity based on the site hydrology would be 4,161,354 kWh.



Cross Section of a Mavel Kaplan Bulb Turbine with Gearbox

The MAVEL KA1800K4 double regulated Kaplan bulb turbine was selected for the TGC replacement at Jackson Mills HPP in order to maximize the potential of the site while minimizing changes to the existing civil structure.

Advantages of this solution are:

1. Power Potential. The TGC arrangement will meet the 1,000 kW maximum requirement but has the potential for increased output if permits are in place. This would be readily accomplished via control modifications.
2. Civil Modifications. The TGC arrangement, as proposed, will require minimal civil modifications. The bulb turbine unit is an easy, compact solution that will fit within the existing structure. The intake is designed to provide a smooth transition into the turbine. The draft tube will require change in order to assure performance of the unit and provide a straight flow path.
3. Fish Passage. The MAVEL KA1800K4 turbine with four blades and operating at 240 rpm speed will minimize the potential for impact on fish passage through the turbine. There will be no impact to the upstream fish passage facility.

More information on Mavel's Kaplan Bulb turbines are provided in Section 6: Appendix C Standard Kaplan Turbine Technical Specifications.

Mavel will purchase all materials and major subcomponents from either American or European sub-suppliers.

The synchronous generator will be provided by Czech producer GAEM. The completed Bid Forms and Section 6: Appendix D provide additional technical information on the generator and general information about GAEM.

The Electrical Balance of Plant ("EBOP") sub-supplier is Eaton Corporation with base in Lewiston, ME. Eaton will design and deliver the EBOP equipment per the RFP scope and requirements. Startup and commissioning services can be provided at such time.

1.3 Commercial Terms

Not Used

1.4 Mavel Company Summary

Mavel is a leader in the supply of hydroelectric turbines and related equipment for projects utilizing turbines with power of up to 30 MW. The Czech-American owned and managed company has installed or signed orders for about 500 Kaplan, Francis, Pelton and micro turbines over the past 25+ years at more than 325 sites in 43 countries. Mavel has ISO 9001:2015, ISO 14001:2015, ISO 3834-2:2005 and OHSAS 18001:2007 certifications and designs and manufactures the full turbine scope at its Czech Republic manufacturing facilities. Copies of the ISO certifications are provided in Appendix H.



Mavel's Headquarters outside of Prague, CZ

History. In 1990, Mavel was founded as the 176th company under the country's new Commercial Code by a group of hydroelectric power specialists and professors. From a small hydro-engineering firm in Prague, Mavel now has over 15,000 square meters (150,000 square feet) of facilities which house over 40 production machines, including a 5-axis milling machine installed in 2010 and a 6-axis machining center installed in 2013. The top management team is the same and has worked together for approximately 25 years.

Numbers. Mavel employs approximately 200 persons (including 60 engineers) and ships between 20 and 40 turbines annually to sites around the world. Conservatively run, Mavel has virtually no long-term debt, a bonding facility with for projects in North America and no history of penalties or liquidated damages related to late delivery or performance guarantees.

Turbines and Kaplan Expertise. Mavel has over 100 proprietary turbine designs for Kaplan, Francis, Pelton and micro turbines with power per unit ranging from 30 kW to 30 MW. The majority of turbines Mavel has installed since founding have been Kaplan. This experience has provided Mavel the ability to develop designs for various low head site conditions addressing their specific challenges. The company's R&D department engages in the active development of new turbine designs and equipment alternatives to best meet the requirements of its diverse customers.

North America. In 2005, Mavel established an office presence in Boston, MA. Today, sales, project management, purchasing, field service and other activities for the Americas as well as global marketing are managed through the company's 100% owned subsidiary Mavel Americas, Inc. To date, Mavel has signed contracts for almost 60 turbines in the Americas for a wide variety of customers from utilities to independent owner/operators.

1.5 Mavel Turbine Range

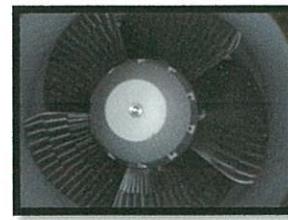
Mavel has over 100 proprietary turbine design configurations for Kaplan, Francis, Pelton and micro turbines ranging in size from 30 kW to 30+ MW. This allows Mavel to provide customers with the best turbine option for both low head and high head installations. Mavel's turbines are suitable for projects with heads ranging from 5 feet to 3300 feet and flow ranges per turbine from 4 cubic feet per second (cfs) to 7060 cfs.



Pelton Runner



Francis Runner



Kaplan Runner

1.6 Mavel's Kaplan Turbines

The Kaplan turbine was invented in the Czech Republic in 1912 by Viktor Kaplan. Over the past 100 years, the design has improved significantly and a number of Kaplan turbine variations have evolved. Mavel's Kaplan turbines include the "S", Bulb, PIT, and "Z" models with either vertical or horizontal configurations.

Mavel's Kaplan range generally targets sites between 100 kW and 20 MW and turbines are available with runner diameters from 550 mm to 5500 mm, utilize three to six runner blades and can be single or double regulated.

The majority of the turbines MAVEL has installed since founding has been Kaplan. Mavel has signed contracts for the supply of over 300 Kaplan turbines worldwide, including in Canada and the USA. In North America, Mavel has installed or signed contracts for 36 Kaplan turbines.

SECTION 2

Vendor Proposal Information

Vendor Proposal Information

VENDOR INFORMATION

Vendor's Full Name:	Mavel Americas, Inc.
Vendor's Home Office Location	121 Mount Vernon St., Boston, MA, 02131
Vendor's Field Service Office Location	Same as above - Boston, MA

PROPOSED COMPONENT DETAILS

Turbine Manufacturer:	Mavel, a.s.
Location:	Benesov, Czech Republic

Generator Manufacturer:	G&Em s.r.o
Location:	Czech Republic

Speed Inreaser Manufacturer:	Wikov MGI a.s
Location:	Czech Republic

Switchgear & Controls Manufacturer	Eaton Corporation
Location:	Maine, USA

Governor Manufacturer:	Argos Hytos, Hydac
Location:	Czech Republic

SECTION 3

Vendor Qualifications

3.1 Bidder's Exact Legal Name of the Firm:

Mavel Americas, Inc.

3.2 Bidder's form of legal entity under which business is conducted

Corporation.

Note: Mavel Americas, Inc. is a 100% owned subsidiary of Mavel, a.s. The two companies operate as one company and jointly manage projects in the Americas. The President of Mavel Americas, Inc. is Executive Chairman of the Management Board of Mavel, a.s. Mavel, a.s. is a joint stock company registered in Prague, Czech Republic with 50% American ownership and 50% Czech ownership.

3.3 Bidder's mailing address

121 Mount Vernon Street, Boston, Massachusetts 02108

3.4 Bidder's Federal Tax Identification Number

EIN: 27-0764752

3.5 Key Contact Information

Ms. Jeanne Hilsinger
Mavel Americas, Inc. / President.
M a v e l, a.s. / Chairman of the Management Board

Email: hilsinger@mavel.cz
Office Tel.: +1 617 242 2204
Mobile: 1 646 808 4008

3.6 Number of years your company has been in business

28 years

3.7 Affiliation with other companies

No

3.8 Listing of relevant industry associations with whom your company affiliates

- National Hydro Association (NHA)
- Ontario Waterpower Association (OWA)
- European Small Hydro Association (ESHA)
- US Chamber of Commerce, Czech Republic
- New England Clean Energy Council (NECEC)
- Clean Energy Association of British Columbia (IPPBC)
- European Small Hydro Association (ESHA)

3.9 Description of any unique features, technology, strategy, etc., that sets your company apart from other suppliers.

Kaplan Experience and Expertise.

Mavel is the global leader in the design and production of low head Kaplan turbines under 10 MW. The company's expertise began with its location in the heart of Central Europe in the region where Viktor Kaplan invented the low head Kaplan turbine over 100 years ago. Leadership in small Kaplan installations evolved over the past 25 years through significant experience. Since its founding, Mavel has provided engineering and equipment solutions for over 300 Kaplan turbines for over 200 projects on every continent of the globe.

Guaranteed Results.

Mavel has provided performance and delivery guarantees for every project it has undertaken since 1990. To date, Mavel has not been assessed liquidated damages on any project for not meeting these guarantees.

European Quality.

Mavel's headquarters and primary manufacturing facility is just outside of Prague, Czech Republic in the heart of Europe. Mavel provides 100% European engineering, production and sourcing on its delivery. For the Jackson Mills HPP, Mavel is recommending working with a team of Czech Republic companies to provide the full mechanical scope. Mavel has significant experience working with each vendor proposed.

Local Presence.

The main office for Mavel's operations in the Americas is based in Boston. This location provides easy access for any interface needed between the Owner, EPSI, Engineer and Mavel.

Global Service.

With an extensive global installed base of Mavel turbines, the company's service department is equipped to work on projects around the world. For the Jackson Mills HPP, the US based Project Manager would oversee any maintenance or service work with support, as needed, from the Czech Republic team.

Product Quality and Quality Control. Mavel has ISO-9000:2008, ISO-3834-2:2005, ISO-14001:2004 and OHSAS 18001:2007 certifications and follows strict quality control protocols in manufacturing and purchasing. All of Mavel's sub-suppliers are also ISO certified and are committed to quality.



Photos of Mavel's Headquarters in Czech Republic (left), and Mavel's 6-Axis CNC Milling Center (right)

Research & Development.

Imagination, innovation and optimization are at the core of Mavel's research and development efforts. Working on challenges defined by sales engineers, the R&D Team develops solutions with the support of the over 1,000 years combined experience of the company's 60 civil, hydraulic, mechanical and electrical engineers. The engineering team is supported with state-of-the-art 3-D modeling software and through partnerships with educational institutions and technical laboratories.

Mavel has over 100 proprietary turbine designs. Each year, the R&D Team, working with design engineers, develops new turbine designs to meet higher efficiencies, minimize civil costs, utilize new materials, simplify installation procedures and time and/or adapt proven turbine technology to customer specific needs.

Design innovations have included the development of modular micro turbines, Kaplan turbines with an operating range as low as 1.5 meters and high efficiency Francis and Pelton runners suitable for heads up to 1000 meters.

The R&D Team uses both standard and proprietary computational fluid dynamics software. This software models dynamic hydraulic flows and allows for the effective development and testing of new hydraulic profiles and turbines. This shortens the development process. The illustrations on the right depict examples of streamlined visualizations of the velocity fields inside Kaplan, Francis, Pelton and micro turbines.

Mavel's R&D Team stays abreast of developments in both material and manufacturing technology. Minimizing production costs and maximizing quality and product life are key considerations in exploring material innovation. Manufacturing process and control are fundamental. The latest innovation in this area for Mavel was the installation of a state-of-the-art CNC 6-axis prototype machining center that allows for the highest accuracy transfer from design to production.

SECTION 4

Technical Information

Cavitation

The Vendor shall warrant that all turbine components be free of excessive cavitation damage during the first 10,000 hours of operation, provided that:

(A) The minimum tailwater elevation does not fall below the 95.686 feet NAVD 88 value present in Section 6.0.

(B) The maximum guaranteed turbine output of 1127 KW (at 19.9 feet net head) is not exceeded for more than 100 hours of operation, and the turbine is not operated below the minimum guaranteed output of 338 KW for more than 500 hours.

Excessive cavitation shall be defined as the removal of metal at a rate exceeding 6.61 LBS during the first 10,000 hours of operation.

(The daily power plant log shall serve as the basis for determining unit loads and operational times.)

Technical Data for Hydraulic Turbine

The prototype turbine shall be designed for a maximum hydraulic capacity of approximately 800 cfs at 21 feet of net head. The net head on the turbine shall be defined as Hn per IEC Standard #41-1965, Page 17.

The Vendor shall provide the following specific technical data for the proposed turbine.

Runner Diameter (MM)	<u>1800</u>
Number of Runner Blades	<u>4</u>
Rated turbine speed at 19.9 foot net head (RPM)	<u>240</u>
WR2 of turbine rotor (Lb-Ft ²)	<u>284400</u>
Combined WR ² of all rotating components (Lb-Ft ²)	<u>299120</u>
Is the WR ² of the unit sufficient for isochronous operation (yes or no)	<u>no</u>
Maximum guaranteed runaway speed at <u>21</u> foot net head (RPM)	<u>714</u>
Maximum guaranteed turbine power at <u>21</u> foot net head (KW)	<u>1127</u>
Minimum turbine discharge at <u>18.8</u> foot net head (CFS)	<u>191</u>
Minimum guaranteed turbine power at <u>18.8</u> foot net head (KW)	<u>304</u>
Minimum turbine discharge at <u>21</u> foot net head (CFS)	<u>224</u>
*Turbine shaft centerline setting (METERS ±) above or below minimum tailwater	<u>+0.61 m</u>
Minimum permissible wicket gate closing time under normal conditions (seconds)	<u>60 s</u>
Minimum permissible wicket gate closing time under full load rejection seconds	<u>60 s</u>

Vendor Alternative Turbine Settings & Guaranteed Maximum Turbine Power

Maximum pressure rise in turbine water passage under full load rejection <u>21</u> foot net head (FT.H ₂ O)	<u>6</u>
Maximum turbine speed rise under full load rejection conditions (%)	<u>125</u>
Maximum turbine oil and bearing temp, rise under max. runaway speed condition for 60 mins (°C)	<u>75</u>

4.4 Guaranteed Turbine Performance Data

Turbine unit speed n11 167.27

Turbine model efficiencies, prototype outputs and efficiencies for 21.88 foot net head (NET HEAD PER IEC #41-1965, page 17)

Q ₁₁ (Unit discharge)	E _m (Model Efficiency)	Q (cfs, prototype discharge)	Prototype Efficiency E _p	Turbine KW Output
0.761		224.9	88.79%	370.0
1.015		299.9	91.46%	508.2
1.269		374.9	92.68%	643.7
1.522		449.8	93.15%	776.4
1.776		524.8	93.18%	906.1
2.030		599.8	92.79%	1 031.2
2.283		674.8	91.81%	1 147.8
2.537		749.7	90.04%	1 250.8

The Vendor shall provide the following additional guaranteed turbine performance data. All quoted turbine performance is to be based on a rated turbine operating speed corresponding to a 19.9 foot rated net head.

Turbine model efficiencies, prototype outputs and efficiencies with unit operating under a 19.9 foot net head.

n11 = 175

Q ₁₁ (Unit discharge)	E _m (Model Efficiency)	Q (cfs, prototype discharge)	Prototype Efficiency E _p	Turbine KW Output
0.798		224.9	89.15%	338
1.064		299.9	91.61%	463
1.330		374.9	92.65%	585
1.596		449.8	93.04%	705
1.862		524.8	93.04%	823
2.128		599.8	92.58%	936
2.394		674.8	91.39%	1039
2.661		749.7	89.21%	1127

Turbine model efficiencies, prototype outputs and efficiencies with unit operating under a 17.9 foot net head.

n11 = 184.8

Q ₁₁ (Unit discharge)	E _m (Model Efficiency)	Q (cfs, prototype discharge)	Prototype Efficiency E _p	Turbine KW Output
		(MAX)		
0.841		224.9	89.09%	304
1.122		299.9	91.39%	416
1.402		374.9	92.31%	525
1.683		449.8	92.66%	632
1.963		524.8	92.64%	737
2.243		599.8	92.04%	837
2.524		674.8	90.52%	926
2.804		749.7	87.82%	999

4.6 Turbine Service Differences

The Vendor shall state the method (Ex: Hutton Formula, Moody Formula, etc.) utilized in stepping the model efficiencies to the guaranteed prototype efficiencies.

The Vendor shall state any differences in the turbine model and the prototype unit.

Does the turbine model test include the effects of the turbine shaft in the water passage? (yes or no)	No. Because shaft is not inside the water profile.
Does the turbine model test include actual cavitation testing? (yes or no)	Yes
Was the turbine model test witnessed by an independent third party? (yes or no) (If so, Vendor shall identify said party)	Yes
The Vendor shall estimate the cost of conducting a witnessed model test if the prototype turbine does not meet its guaranteed performance data?	It shall be discussed if the prototype turbine does not meet guaranteed data.

4.7 Turbine Service Requirements

Is the turbine designed to facilitate inspection of the runner without disassembling the draft tube? (yes or no)	Yes
Is the turbine designed to facilitate removal and replacement of a blade without complete removal of the shaft? (yes or no)	Yes
Is the turbine designed to remove and replace runner blade seals without removing the blades? (yes or no)	No
Is the upstream turbine guide bearing removable without complete removal of the shaft? (yes or no)	No
Does the turbine rotor contain convenient provisions for balancing the unit in the field? (yes or no)	No

4.8 Technical Data for Generator

Guaranteed generator output and efficiency (at 0.9 power factor and 40°C ambient) (with turbine operating under 19.9 foot net head).

	<u>Generator Output (KW)</u>	<u>Generator Efficiency</u>
100% Load	1,080.7	95.9
75% Load	839.3	95.7
50% Load	556.5	95.1
25% Load	312.7	92.5

Guaranteed generator efficiencies shall account for all losses; including but not limited to, bearing, windage, I²R, excitation and miscellaneous electrical losses.

4.9 Guaranteed Generator Reactances

Direct Axis Subtransient	Xd'' <u>0.2</u> OHMS
Direct Axis Transient	Xd' <u>0.24</u> OHMS
Direct Axis Synchronous	Xd <u>1.34</u> OHMS
Negative Sequence Reactance	Xd ₂ <u>0.3</u> OHMS
Zero Sequence Reactance	Xd ₀ <u>0.01</u> OHMS
Open Circuit Transient Time Constant	T'd ₀ <u>1.28</u>
Calculated Resistance of Field Winding at 25°C	<u>1.46 Ω - Main 18Ω exciter</u>
Max Rated Exciter (dc) Volts	<u>120 Volts</u>
Max Rated Exciter AMPS	<u>6 A</u>
Guaranteed Short Circuit Ratio, not less than	<u>0.74</u>
Residual T.I.F., not greater than	<u>BD</u>
Deviation of Waveform, plus or minus	<u>3%</u>
Voltage Regulator Stability	<u>+0.5% at 40 °C</u>
Rated Generator Speed	<u>720 RPM</u>

Vendor Shall Submit the Following Generator Performance Curves

(A)	No Load Open Circuit Saturation Curve	CURVE # <u>TBD</u>
(B)	Synchronous Impedance Curve	CURVE # <u>TBD</u>
(C)	Reactive Capability Curve*	CURVE # <u>TBD</u>
(D)	Vee Curves	CURVE # <u>TBD</u>

*The reactive capability curves shall define generator limits as a function of ambient temperature.

Technical Data for Speed Increaser

General Description of Speed Increaser Operation and Features:

Mechanical Rating 3 HP at 240 RPM

Rated Torque 431916 In-Lb INPUT
Total Weight of Speed Increaser Assembly 12125 Lb

Guaranteed Efficiencies 98.2 % at 100% Load
97.9 % at 75% Load
97.2 % at 50% Load
95.8 % at 25% Load

Machining Tolerances - on coupling faces and rims TBD MILS

Speed Increaser Bearing Types/Manufacturers:

Low Speed Bearings rolling/SKF, Renk, FAG

High Speed Bearings rolling/SKF, Renk, FAG

Rated Thrust Capacity of Speed Increaser 35970 Lbs. (Upstream)
35970 Lbs. (Downstream)

Technical Data for Hydraulic System and Governor

Component Weights	1102 LBS
Power Requirements	10 kW
Governor Speed Sensitivity	± 1 %
Hydraulic System Working Pressure	2321 PSI
Low Hydraulic Pressure Alarm (Trip) Point	580 PSI
Maximum Permissible Wicket Gate Closure Time	60 SEC
Minimum Time to Open Wicket Gates	60 SEC
Minimum Time to Close Wicket Gates	15 SEC
Wicket Gate Servometer Capacity	34800 LBS
Frce Required to Close Wicket Gates Under Maximum Head at Most Adverse Operating Condition	40345 LBS
Blade Position Servometer Capacity	140400 LBS
Maximum Blade Position Servometer Force Required Under Most Adverse Conditions	160040 LBS

Equipment Erection, Start-Up, Commissioning and Performance

The Vendor shall estimate the required installation supervision times required for the following:

- | | | | |
|-----|--------------------------------------|----------|-------|
| (1) | Embedded Parts | <u>2</u> | weeks |
| (2) | Turbine, Speed Increaser & Generator | <u>3</u> | weeks |
| (3) | Control System | <u>3</u> | weeks |

Estimated time for final commissioning of unit 2 weeks.

Variable Speed, Permanent Magnet Generating Equipment

General

Mavel is not providing a proposal for the variable speed, permanent magnet generating equipment. The experience with this equipment is it is more expensive and requires additional electrical equipment and control. There may also be interconnection concerns with the local utility that would need to be clarified.

Turbine equipment weight and delivery time information is included in the following forms. Turbine efficiency information is provided in Section 6, Appendix B.

Turbine Efficiency

Not Applicable – See Appendix B for Performance Info for Proposed Scope

Net Head (ft)						Design Discharge (cfs)			
Mechanical Power Output (kW)						Total Max Efficiency (%)			
	100%	90%	80%	70%	60%	50%	40%	30%	20%
Turbine									
Generator									
Total (%)									

Generator Coupling

The turbine shall be directly coupled to a permanent magnet generator (PMG) with peak operation at NA RPM.

Weight

Gross shipping weight of the above turbine unit is 55,120 lbs.

Lead Time

NA

SECTION 5

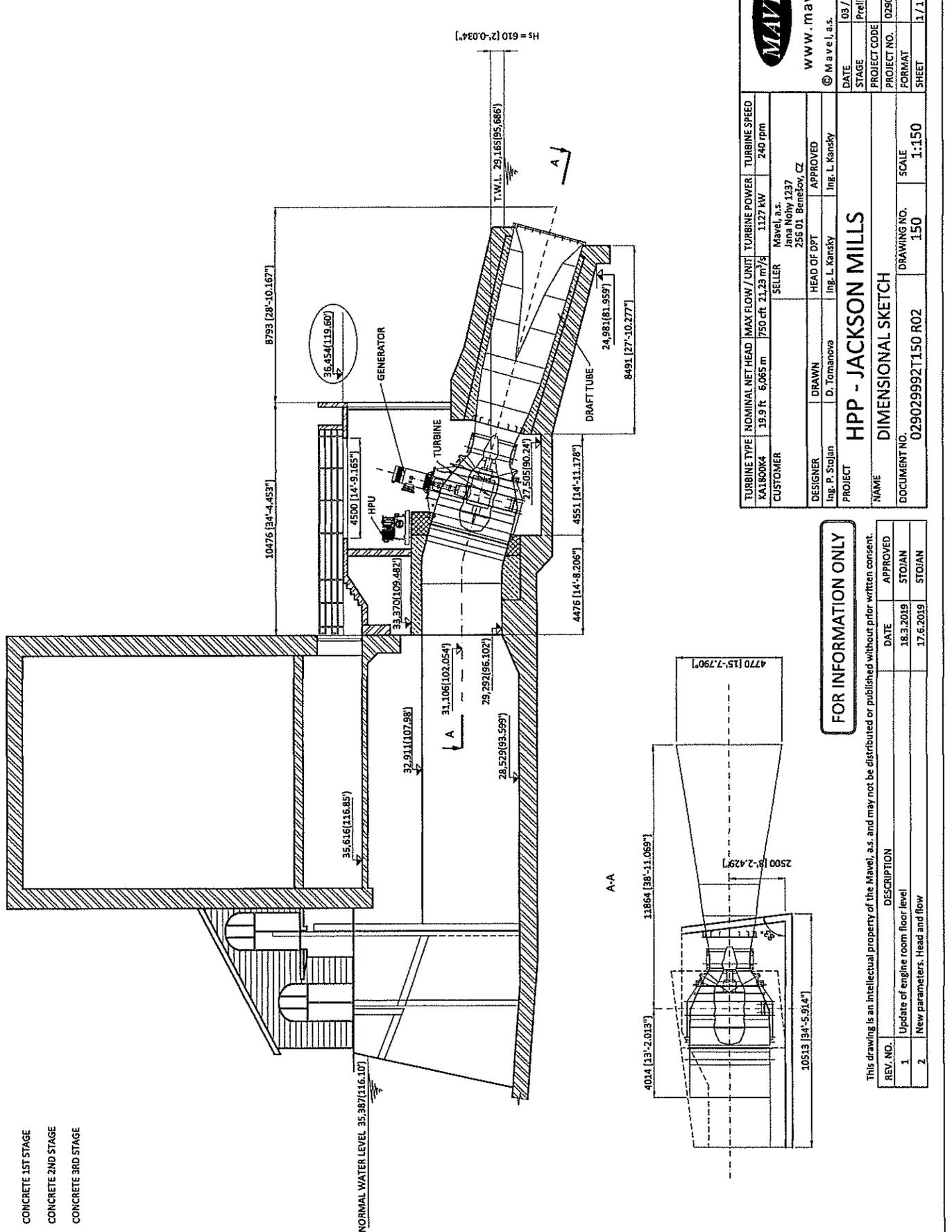
Standard Commercial Terms

Not Used

SECTION 6

Appendices

Appendix A
Turbine Installation Drawings
Plan View
Section View



-  CONCRETE 1ST STAGE
-  CONCRETE 2ND STAGE
-  CONCRETE 3RD STAGE

		WWW.MAVEL.CZ	
© Mavel, a.s.		DATE	03 / 2019
		STAGE	Preliminary
		PROJECT CODE	
		PROJECT NO.	029029
		FORMAT	
		SHEET	1 / 1
TURBINE TYPE	K1.800K4	NOMINAL NET HEAD	19.9 m
		MAX FLOW / UNIT	750 cft
		TURBINE POWER	1127 kW
		TURBINE SPEED	240 rpm
CUSTOMER		SELLER	Mavel, a.s. Inceř (copy) 237 238 01, Benešov, CZ
DESIGNER	Ing. P. Stojan	DRAWN	D. Tomanova
PROJECT	HPP - JACKSON MILLS		
NAME	DIMENSIONAL SKETCH		
DOCUMENT NO.	029029992T150 R02	DRAWING NO.	150
		SCALE	1:150

FOR INFORMATION ONLY

This drawing is an intellectual property of the Mavel, a.s. and may not be distributed or published without prior written consent.

REV. NO.	DESCRIPTION	DATE	APPROVED
1	Update of engine room floor level	18.3.2019	STOJAN
2	New parameters. Head and flow	17.6.2019	STOJAN

Appendix B

Turbine Performance Curve

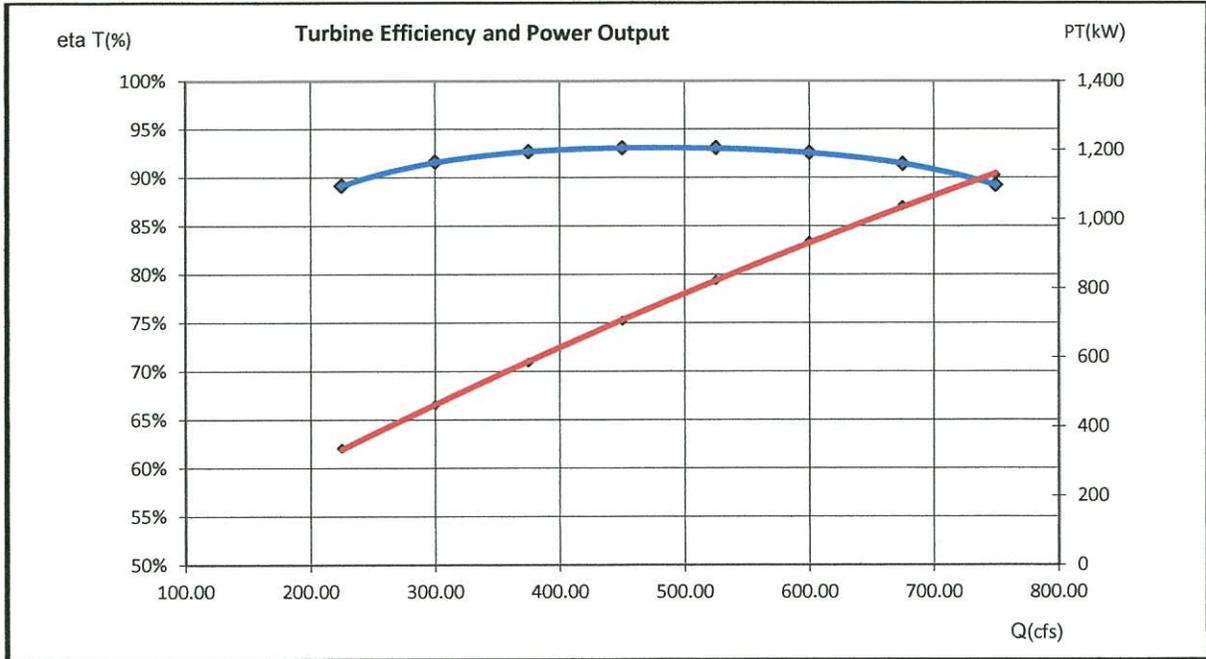
Turbine Efficiency Table

Hill Chart

Annual Energy Production Table

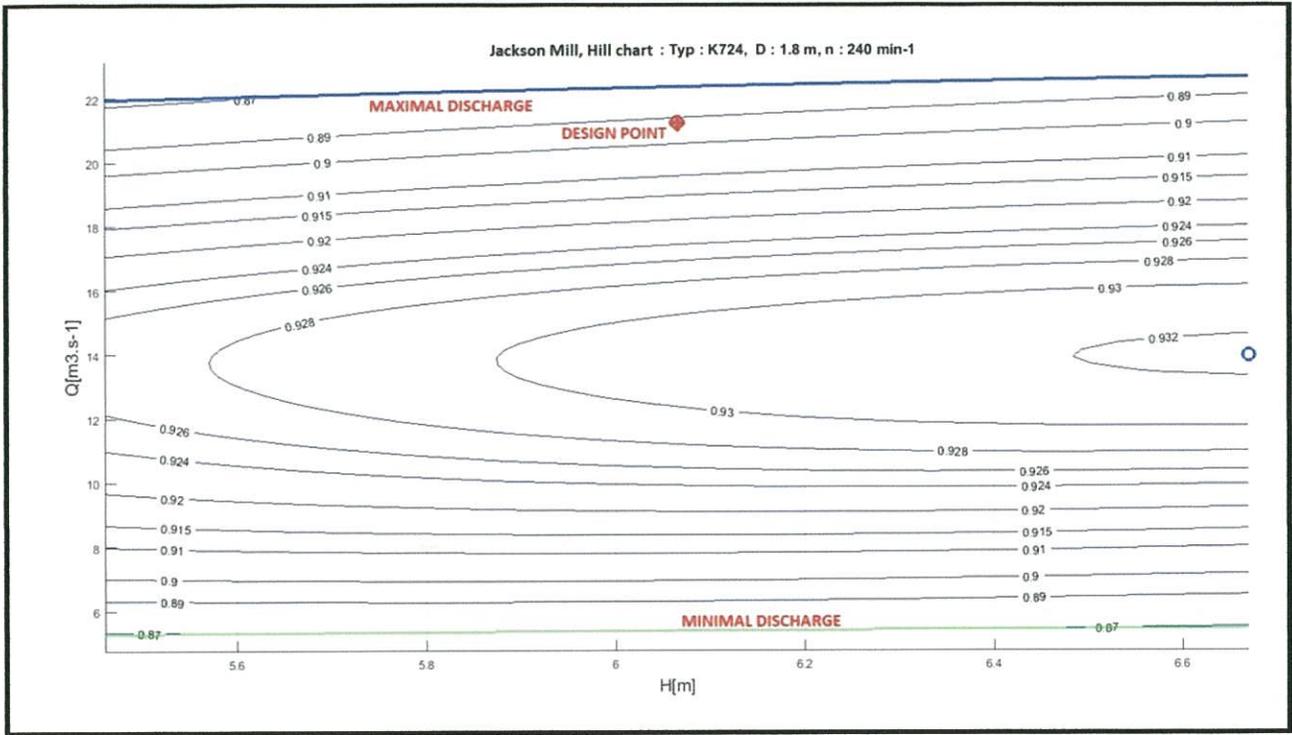
Turbine Performance Curve and Table for the Jackson Mills Hydroelectric Upgrade

Project Net head= 19.9 ft



MAVEL KA1800K4	Net Head 19.9 ft	
Flow per Unit (cfs)	Turbine Efficiency (%)	Unit Power at turbine shaft (kW)
224.9	89.15%	338
299.9	91.61%	463
374.9	92.65%	585
449.8	93.04%	705
524.8	93.04%	823
599.8	92.58%	936
674.8	91.39%	1039
749.7	89.21%	1127

Jackson Mills – Mavel KA1800K4 Hill Chart



Jackson Mills – Mavel Annual Energy Production Calculation

Days	Duration	Total flow	Total flow	Q11	n11	Eta T	Pt	Eta G	Pg	Eta GB	P total	E
Day	Days	(cfs)	(m3/s)			(%)	(kW)	(%)	(kW)	(%)	(kW)	(kWh)
54.5	54.5	749.7	21.23	2.66	175.3	89.21	1127.3	95.90	1081.1	98.00	1059.541	1385879.0
60	5.5	674.7	19.107	2.394	175.3	91.39	1039.4	95.82	995.99	98.00	976.0741	128841.8
90	30	599.7	16.984	2.128	175.3	92.58	935.98	95.71	895.83	98.00	877.9098	632095.1
120	30	524.8	14.861	1.862	175.3	93.04	823.05	95.60	786.84	98.00	771.1007	555192.5
150	30	449.8	12.738	1.596	175.3	93.04	705.47	95.30	672.32	98.00	658.8693	474385.9
180	30	374.8	10.615	1.33	175.3	92.65	585.43	95.10	556.74	98.00	545.6088	392838.3
210	30	299.8	8.492	1.064	175.3	91.61	463.09	93.40	432.52	98.00	423.8724	305188.2
249	39	224.9	6.369	0.798	175.3	89.15	337.99	92.55	312.81	98.00	306.5522	286932.9
Total	249											4161353.7

Turbine cannot operate under the 30 % of rated discharge.

Appendix C

Mavel Standard Kaplan Turbine

Technical Specifications

(For reference only)

MAVEL KAPLAN BULB TURBINE
TECHNICAL SPECIFICATION AND BASIC INFORMATION
- This is for information only -

MAVEL TECHNICAL SPECIFICATION: KAPLAN BULB TURBINE

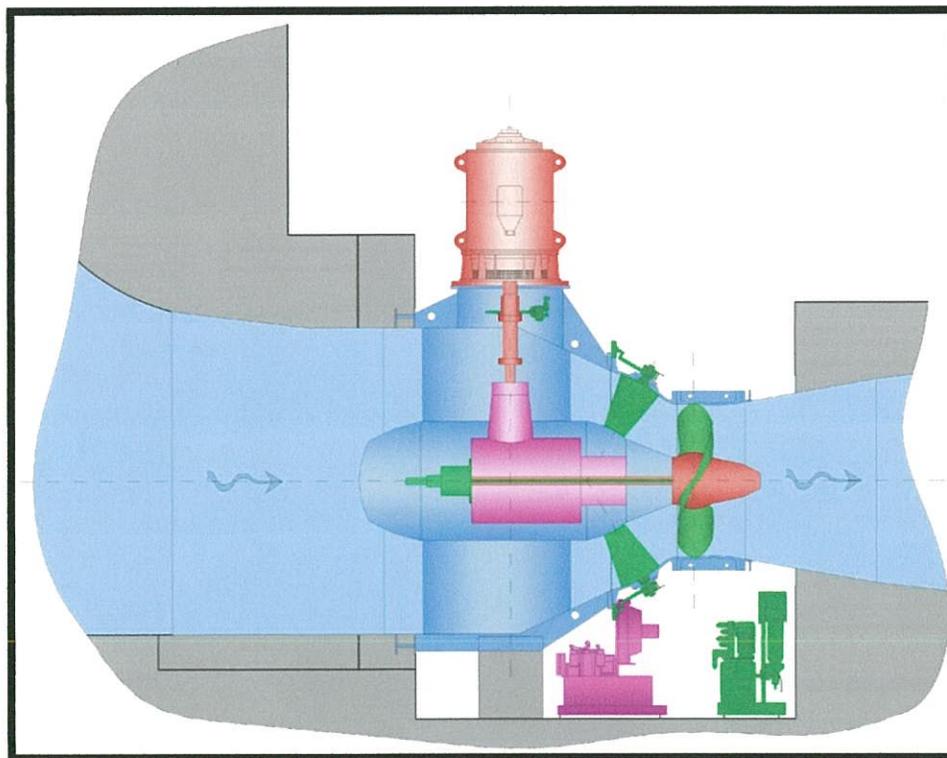
1.1 Turbine Description

The Mavel Kaplan Bulb turbine is a double regulated turbine, connected to a vertical generator by a bevel gearbox. The bevel gearbox is installed inside the turbine casing and transmits the turbine power to the generator.

The Mavel Kaplan Bulb is a compact design solution, which has the following advantages:

- Reduced powerhouse size requirements
- Optimal hydraulic parameters
- Easy operation and maintenance

The main turbine parts, gearbox, and generator are located on top of the turbine casing and shown in the 3D model below:



Cross Section of a Mavel Kaplan BULB Turbine

1.1.1 Turbine Basic Data

Turbine Type	Mavel KA
Number of Runner Blades	4
Number of Wicket Gates (Guide Vanes)	16
Turbine Distributor Closing System	Hydraulic
Type of Guide Bearing	Roller, (integrated in the gearbox)
Type of Thrust Bearing	Roller, (integrated in the gearbox)
Location of Runner Blade Servomotor	End of Gearbox Shaft

1.1.2 Materials *

Name of Part	EN	
	Material	Standard
Bulb	S355J2/S355JR	EN 10025-2
Runner Blades	G-X4 CrNi 13-4	EN 10283
Runner Hub	GJS 500-7	EN 1563E
Turbine Shaft	42CrMo4	EN 10083-3
Guide Vanes	GJS 500-7	EN 1563E
Guide Vane Bearings	bushes with liners from KU, DU, ZEDEX or equivalent	
Housing for Guide Vane Bearings	GJL-200	EN 1561
Guide Vane Distributor Chamber	GJL 300 or S355J2/S355JR	EN 1561 or EN 10025-2
Gate Operating Mechanism	S355J2/S355JR	EN 10025-2
Gate Operating Ring	S355J2/S355JR	EN 10025-2
Discharge Ring	GJL 250	EN 1561
Draft tube	S355J2/S355JR	EN 10025-2

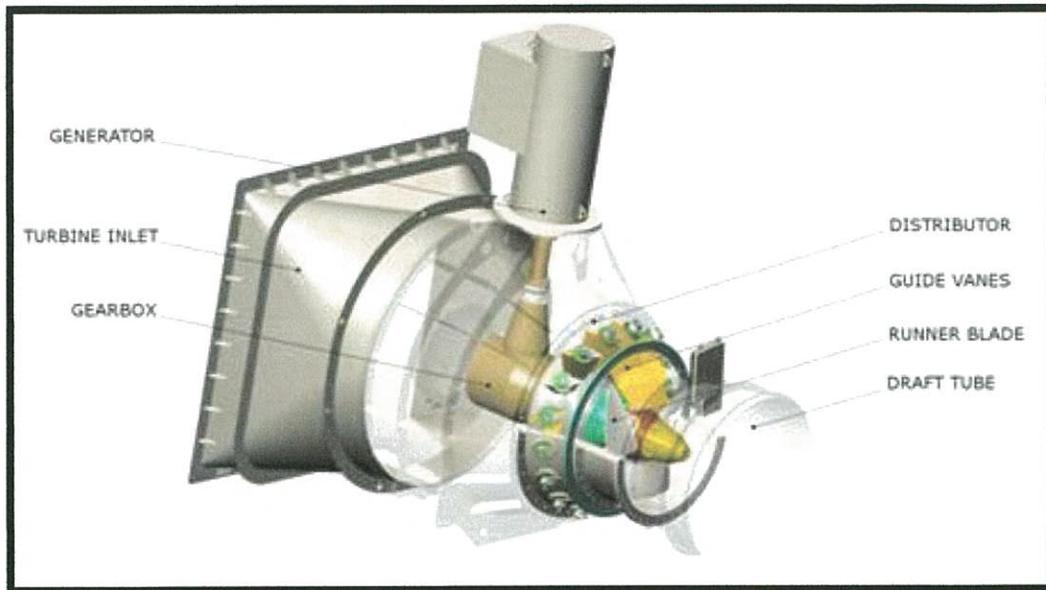
* Final material specification will be a part of detailed design.

1.2 Turbine Body

The turbine body consists of the turbine intake and the turbine casing. The turbine intake is the first part of the turbine body. It is made of steel plates forming a transient piece (from circle to rectangle) and it is seated in the concrete.

The turbine casing is a welded steel plate fabrication functioning as the main supporting part of the hydro-mechanical unit. The generator is fixed on the top of the turbine casing by means of a flange.

The upstream end of the turbine casing is connected to the turbine intake and forms the water passage distributor. In the center, there is a pillar and inner bulb for location of bevel gearbox. Two ribs in the interior are used to fix the gearbox. The downstream section is a machined ring that mates with the turbine distributor. The centerline of the turbine body is coincidental with the turbine runner axis.



1.3 Turbine Distributor

The distributor is composed of inner and outer wicket gate ring. The inner wicket gate ring has spherical shape that supports the sixteen wicket gates. The distributor will be bolted to the turbine body and is coincidental with the runner axis.

The wicket gates are steel castings, machined in a CNC milling machine, and polished as the final procedure. Their special prismatic shape will allow them to work both to regulate the turbine and to shut it in the event of an emergency. They will be built as a single piece with integrated trunnions.

Each guide vane has self-lubricated slide bearings to support the wicket gates trunnions. Each wicket gate trunnion is connected to the regulation ring by levers. The regulation ring provides the torque to turn the wicket gates for regulation and emergency closure. Each wicket gate has a friction clutch, which allows slippage for overload conditions that protects the mechanism from damage due to debris in the water passage. The wicket gate is adjusted back to its correct position by means of a special tool (supplied with the turbine).

The wicket gates levers are connected to the regulation ring through two ball joints with a connecting rod in between. The regulation ring turns on eight bronze supports placed close to the outer guide vane plate. A single linear servomotor will provide the impulse for the rotation of this ring. The regulation ring is also provided with a counterweight to close the wicket gates on loss of HPU oil pressure.

1.4 Turbine Runner

The turbine runner is the driving element of the turbine, consisting on the runner hub, runner blades, and regulation mechanism. The runner hub is assembled to the bevel gearbox shaft and holds the four runner blades with self-lubricated bearings, and the inner regulation mechanism. This mechanism is composed of a crosshead and lever sets. The linear displacement of the regulating crosshead produces a rotation of the runner blades. The longitudinal displacement is transmitted to the crosshead by a straight solid rod, placed along the longitudinal bore of the gearbox shaft. The hydraulic servomotor for operating the runner blades is located at the end of the gearbox shaft in the turbine bulb and is accessible through the pillar from the bottom of turbine body without need for de-watering the unit. The runner blades are sealed both for loss of oil and from water contamination. The runner hub is covered by a steel cone.

1.5 Runner Chamber

The runner chamber is a cast steel construction. The inner surface of this chamber is spherical and designed to minimize the distance between the outer extreme of the runner blades and the inner surface of the chamber. The runner chamber is horizontally split into two parts. The upstream side of the chamber will be bolted to the distributor, and the downstream side to the steel draft tube cone.

1.6 Guide Bearing

The guide bearing is part of the bevel gearbox and is a roller, oil lubricated bearing.

1.7 Shaft Seal

The shaft seal frictional rings are made of ceramic material with high hardness and high resistance against wearing. The shaft seal maintenance requires regular cleaning, approximately once a year, during the regular annual equipment inspection.

1.8 Turbine Draft Tube

The draft tube leads water out of the turbine. The first section is a steel cone bolted to the runner chamber and is embedded in the concrete. This part of draft tube is assembled to the runner chamber with an adjustable flange. The second part of draft tube is a transition from the draft tube cone exit (circle) to rectangular section and the third part of draft tube is a straight diffuser. Mavel will provide the hydraulic profile of sections two and three of the draft tube.

1.9 Gearbox

The gearbox is placed inside of the turbine bulb. It is composed of a steel casing, bevel gears, bearings and minor parts. Both the input and the output shafts are placed on anti-friction bearings. The housing of the gearbox will be steel plate made. Gears will be made out of high quality steel, and the teeth will be case-hardened. The shafts will be made of high quality steel.

The gears and bearings are designed for more than 100,000 hours of service life under full load continuous operation. The bearings are equipped with Pt100 temperature sensors. The gearbox design considers a 2.0 operational factor.

1.9.1 Lubrication and Cooling System of the Gearbox

This system ensures the lubrication and cooling of the bearings and gears of the gearbox. This system is placed on the turbine floor. The heat generated by the gearbox is removed by means of oil/air heat exchanger. The system ensures the following functions:

- Cooling and lubrication of the gears and bearings of the gearbox.
- Filtration of the lubrication oil.
- Cooling of the heated lubrication oil.

The lubrication and cooling system is closed loop. There is a oil/air heat exchanger, which part of lubrication unit.

1.10 Shaft Couplings

Couplings between the turbine and gearbox shaft, and the gearbox generator shaft will be friction clutch type. This will allow slippage of one shaft with respect to the other in the event of overload of design torque (short circuit load).

1.11 Brake

The unit is supplied with a single hydraulically controlled disk brake. The braking disk is placed on the generator shaft, being firmly attached to the shaft with the necessary bolts and screws.

2 GUARANTEED PARAMETERS

2.1 Guaranteed power

MAVEL guarantees that the maximum power on turbine shaft shall not be lower than that one specified in the List of Guaranteed parameters, corresponding to its given net head and discharge taking into account $\rho \cdot g$ value. If necessary, corrections in the power for variations in head or discharge will be performed in accordance with the IEC 60041.

The guaranteed power can be verified in tests performed on the unit to be supplied in accordance with recommendations of IEC Code, Publication 62006, Class A. "Hydraulic machines – acceptance tests of Small Hydroelectric Installation".

2.2 Cavitation

MAVEL guarantees that the weight of the lost material caused solely by cavitation during the warranty period for cavitation specified below will not be greater than the value defined by the IEC code – 60609/2004, provided however, that the turbine operates within the operating range (zone) determined in the operating instructions provided by MAVEL. The warranty for cavitation is provided for the period of 8000 hours of effective operation, but not longer than two (2) years from the date of the startup of the turbine.

If not otherwise specified in the Contract, the turbine must not be operated (i) longer than 500 operation hours per year (in aggregate) at working points below 60% of the load (between 0% and 60% of output) at minimum and nominal net head; (ii) at working points below minimum discharge at maximum net head; (iii) if the position of the centerline of the runner in relation to the tail water level does not observe (meet) the values stipulated by MAVEL; (iv) if during operation rumbling, detonation or excessive noises occur in the draft tube.

Any damage caused directly or indirectly by aggressive chemical substances, galvanic or electrolytic reaction or caused by bacteriological aggression, erosion or damages caused by solid particles in suspension in the water are expressly excluded from the warranty.

Slight marks and/or normal wearing and/or corrosion shall not be considered defects.

2.3 Vibration

Vibration is evaluated in compliance with ISO 10816 and the vibration level should be zone B (the machines with vibrations within this zone are normally considered as acceptable for unlimited long time operation).

3 QUALITY CONTROL

All parts manufactured by MAVEL will be inspected according to internal inspection and testing programs. The standard manufacturing program includes certificates of chemical analysis, material tests, testing of non-destructive parts such as castings and welds, visual and dimensional inspection, static and dynamic balancing of all rotating parts and leakage and pressure tests of all parts exposed to fluid pressure.

4 COMMISSIONING PROCEDURE

The commissioning procedure consists of the following:

- Tests without water
- Tests with water (wet tests)
- Tests without turbine loading
- Tests with unit loading

The test program is based on requirements of the norm CSN EN 61116 – Principles for installation of the technologic equipment of small water power plants, in publication IEC 545 – Directives for commissioning, exploitation and maintenance of small water turbines and on the internal practices of MAVEL.

The verification of the parameters done during the start of operation is made both by the value reading from operating instruments and by post evaluation in according with norms IEC 42 and IEC 41, respectively.

5 PAINT SYSTEM

TYPE OF COAT	SHADE	SEQUENCE OF COATS	NUMBER OF COATS	LAYER μ M	NOTE
Surfaces in permanent contact with the water - inner surfaces of the equipment					
Sand blasting on the grade Sa 2 ^{1/2}					
Interzone 954	black	P – in factory	1	200	epoxy
Interzone 954	RAL 7038 light grey	V – in factory	1	200	epoxy
Visible external surfaces of the turbine in the machine hall – stationary					
Sand blasting on the grade Sa 2 ^{1/2}					
Interseal 670HS	sand yellow	Z – in factory	1	120	epoxy
Interseal 670HS	grey	P – in factory	1	120	epoxy
Interthane 990	RAL 5005 blue	V – in factory	1	60	polyurethane
Non-visible surfaces of the turbine in the machine hall – stationary					
Sand blasting on the grade Sa 2 ^{1/2}					
Interseal 670HS	sand yellow	Z – in factory	1	150	epoxy
Interseal 670HS	RAL 7038 grey	P – in factory	1	150	epoxy
Visible external surfaces of the turbine in the machine hall – movable					
Sand blasting on the grade Sa 2 ^{1/2}					
Interseal 670HS	sand yellow	Z – in factory	1	120	epoxy
Interseal 670HS	grey	P – in factory	1	120	epoxy
Interthane 990	RAL 1012 yellow	V – in factory	1	60	polyurethane
Generator, HPU					
	Acc. To Subcontractor				

Appendix D
Generator Information
Generator Drawing
G&Em Brochure and References

Offer No. P1903076

Project: 29029

1 unit of vertical synchronous generator type SG198WL10U41,6

Apparent output power 1 306 kVA	Active output power 1 175 kW	Received power 1 226 kW		
Voltage Y 4 160 V	Current 181 A	Frequency 60 Hz		
Nominal speed 720 rpm	Maximum speed 2 160 rpm	Time of max. speed 10 min		
Direction of rotation on request	Mounting IM 3011 -	Nominal power factor 0,90 -		
Ambient temperature +40 °C	A.A.S.L. 1 000 m	Efficiency Sn %	cos φ	
Protection / cooling IP 23 / IC 01	Insulation / Utilization class F / B	100	0,90	0,95
Standards EN 60034	Duty S1	75	96,1	96,4
		50	96,0	96,2
		25	95,4	95,6
Moment of inertia J = 154 kgm ²	Weight approx. 8 000 kg	92,5	92,9	93,3
		Lagging/leading power factor 0,9 / 0,9		

Reactances

Direct axis synchronous reactance	x_d	1,34	[p.u.]
Direct axis transient reactance	x_d'	0,24	[p.u.]
Direct axis subtransient reactance	x_d''	0,20	[p.u.]
Quadrature axis synchronous reactance	x_q	1,22	[p.u.]
Quadrature axis transient reactance	x_q'	1,22	[p.u.]
Quadrature axis subtransient reactance	x_q''	0,40	[p.u.]
Armature resistance	r_a	0,01	[p.u.]
Leakage reactance	x_l	0,09	[p.u.]

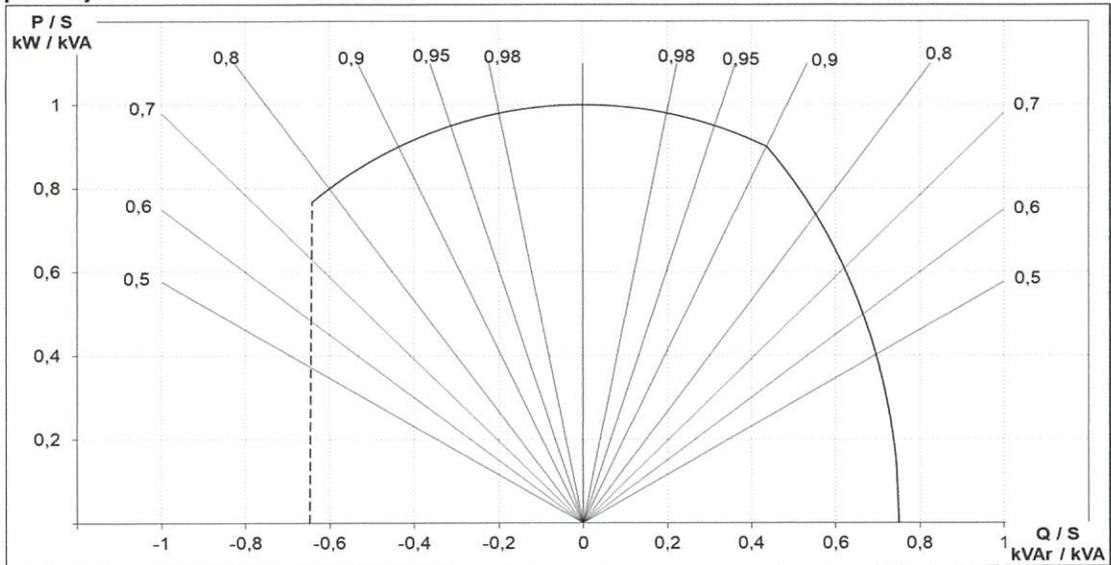
Time constants

Direct axis open-circuit transient time constant	T_{d0}'	1,28	[s]
Direct axis open-circuit subtransient time constant	T_{d0}''	0,05	[s]
Quadrature axis open-circuit transient time constant	T_{q0}'	1,28	[s]
Quadrature axis open-circuit subtransient time constant	T_{q0}''	0,05	[s]
Direct axis short-circuit transient time constant	T_d'	0,23	[s]
Direct axis short-circuit subtransient time constant	T_d''	0,05	[s]
Quadrature axis short-circuit transient time constant	T_q'	1,28	[s]
Quadrature axis short-circuit subtransient time constant	T_q''	0,02	[s]

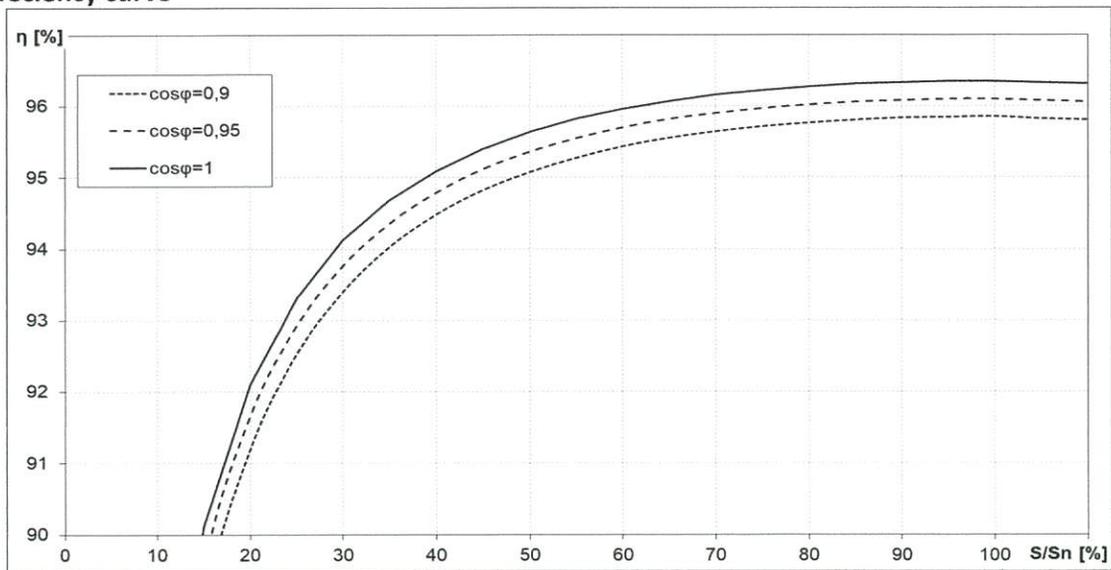
Other parameters

Inertia constant (only rotor of the main generator)	H	0,33	[s]
Zero sequence reactance	x_0	0,00	[p.u.]
Negative sequence reactance	x_2	0,29	[p.u.]

Capacity curve



Efficiency curve



Guaranteed efficiency is the value of weighted or arithmetic average of efficiencies of machine operation at the capacity utilization by 25, 50, 75, and 100 percent of particular power factor. Guaranteed efficiency is in accordance with EN 60034 Standard. It shall be agreed by both Parties, whether to apply arithmetic or weighted average. Adjustments can be made by mutual agreement.

- Vertical, synchronous, 3-phase, air cooled, brushless generator.
- The delivery includes below mentioned:
- Free shaft end could be designed according to your request (max Lde = 600 mm), but max \varnothing 205 for DE and \varnothing 160 for NDE. Solid shaft.
- The generator is designed with a wound rotor according to the highest industry standards and safely withstand all overloads and other stresses encountered during rigorous operation.
- The magnetic core, coils, wedges and supports will be impregnated.
- Terminal boxes (main and auxiliary) placed radially (IP54), 3 outlets + 1 for neutral outlet, leading down/up on request, undrilled aluminum plate without cable glands.
- 2x 3 pcs PT100 in the stator winding / - 1 set PT100 in bearings
- 1 pc PT100 for air outlet / 1 pc PT100 for air inlet
- Bearings: grease lubricated antifriction bearings on DE side; oil lubricated antifriction bearings with oil chamber on NDE side.
Theoretical lifetime 100 000 hours.
- 1 pc of visual oil level meter for oil chamber.
- 1 pc of oil switch for signaling of min. oil level in the bearings.
- Insulated bearing on NDE side, earthing brushes on DE side.
- Anticondensation heating 230 V, 50 Hz, \geq 600 W
- 3x CT in neutral point, for differential relay
- 1x CT for AVR sensing
- 3x VT for AVR sensing
- Regulator BASLER DECS150 5NS1V + ICRM 07 installed in the terminal box.
Voltage regulation in range +5/-10% is without generator output reduction.
- Speed sensor SELET B01EG124PO, 3 impulses/rpm with 2 sensors (disk is included)
- First critical speed \geq 125% of runaway speed.
- Forces: Fa1 = 0 kN, Fa2 = 0 kN, Frs = NA kN, Frd = max 16 kN.
- Damper winding for parallel operation.
- Insulated bearing on NDE side, earthing brushes on DE side.
- Slip ring for rotor earth relay
- Total surface treatment 120 microns. RAL on request (RAL5005).
- Standards: vibrations acc. to EN 60034-14 ed. 2 cl. A noise acc. to EN 60034-9
- Acoustic power according to standard EN60034-9 is 101 dB, Acoustic pressure is approx. 88 dB.
- Spare parts: 1 pc PT100 for bearing, 1 pc Speed sensor SELET B01EG124PO, 1 set of brushes.
- No generator baseframe, no vibration sensor, no brake!

Documentation (2x printed/2x CD in English language)

- Operation and maintenance manuals which include:

- Generator data sheet
- Technical reports with electrical parameters of delivered equipments
- Dimensional drawings, weight and moment of inertia
- Determination of generator short-circuit torque
- Wiring list and diagram, drawings of main and auxiliary terminal boxes
- Workshop test procedures reports and Declaration of Conformity certificate

Testing



- The list of tests included in the attached file - Test Specification of SG Series Generators.



Type Test of Synchronous Generators of SG Series

Testing according to EN 60034-1 standard

1.	Generator inspection and machine completeness test
2.	Measurement of winding insulation resistances before testing
3.	Measurement of winding resistances
4.	Measurement of resistance of temperature sensors and control of built-in accessories
5.	Measurement of voltage symmetry
6.	Phase sequence check and direction of rotation check
7.	No-load characteristic
8.	Interturn insulation test, $130\%U_n - 3 \text{ min}$
9.	Voltage curve form check and THD measurement
10.	Short-circuit characteristic by the retardation method
11.	Short-circuit resistance at $150\%I_n - 15 \text{ s}$
12.	Load characteristic at overexcited state
13.	Calculation of efficiencies from summation of losses at 100%, 75%, 50%, 25% load
14.	Determination of moment of inertia
15.	Heat run test by an equivalent test method, at over-excited state as a synchronous compensator
16.	Measurement of noise level at no-load and load operation
17.	Measurement of no-load vibrations
18.	Mechanical resistance test - For low-voltage machines: limited to 200 % of the rated speed - For high-voltage machines: the test will be determined according to technical parameters of the specific machine
19.	Measurement of winding insulation resistances after testing
20.	High-voltage test
21.	Weight of the generator

GENERATORS FOR SMALL HYDRO POWER PLANTS

G&Em s.r.o. is a dynamically developing company dedicated to the design and manufacture of electric rotating machines, specialized in generators for small hydro power stations.

We not only have extensive expertise and technical competences, but we also have many years of experience in the field. We continue to build on this history in the design of generators and electric motors with more than 40 years already under our belts. In addition to our own R&D, we cooperate with experts from technical universities and research institutes in finding very special solutions.

Technical qualifications and up-to-date production facilities enable us to fulfill all the customer's wishes with respect to generator implementation and long-term use.

Thanks to our modular design, we are able to submit binding dimensioned drawings of generators within 14 working days of signing the contract.

The average delivery time is 6 months.



SYNCHRONOUS GENERATORS

Output: 100 □ 5,000 kVA

Speed: 150 □ 1,500 rpm

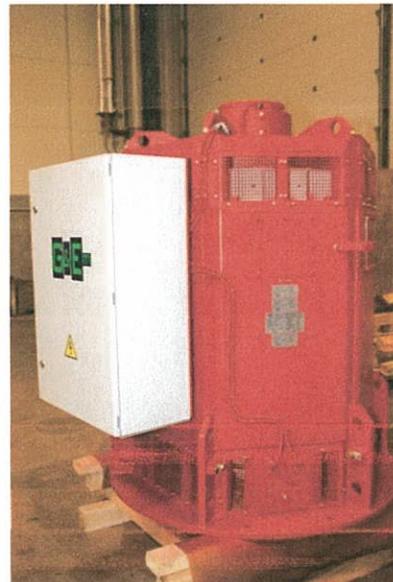
Voltage: 400 □ 6,600 V

Protection: IP21 □ IP56

Cooling: air, water (IC01 □ IC81W)

Mounting: horizontal, vertical (incl. inclinations from the vertical)

Installation dimensions and free shaft ends according to customer requirements.



ASYNCHRONOUS GENERATORS

100 □ 1,000 kW

150 □ 1,500 rpm

380 □ 690 V



Specialized in generators for hydro-electric power plants:

- Advanced design
- Careful workmanship
- High efficiency
- Long service life
- Reliable operation

Generator design:

- Own calculations of electromagnetic circuits and their constant optimization
 - Mechanical parts with 3D software □ robust for catching the turbine forces
 - Bearings from first-class manufacturers □ roller, slide type
 - Accessories □ optional according to the project (voltage and cos-phi regulators, temperature detectors, speed sensors, transformers, filters, protections etc.)
 - Easy maintenance □ spacious terminal box and easily accessible parts
-

PRODUCTION FACILITIES

1. Production hall and premises

- New hall 54 x 18 m with equipment, total production area of 7,200 m²
- Production capacity is 100 machines per year

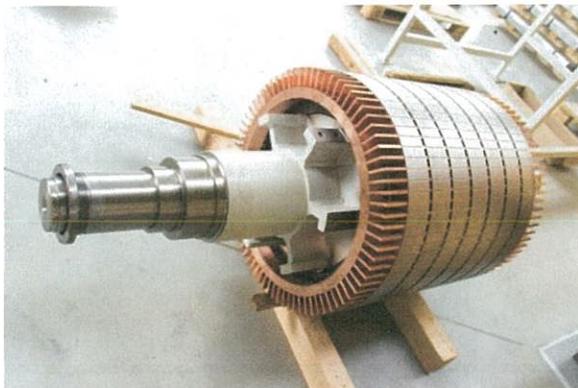


2. Laser cutting of sheets up to 5 mm thick

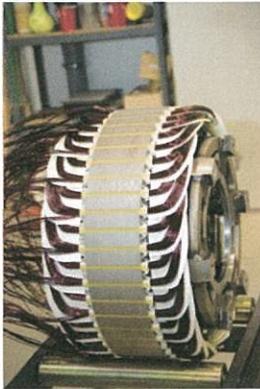
Prima Power Platino *Fiber*



3. Stacking of rotors and stators



4. Winding of rotors and stators



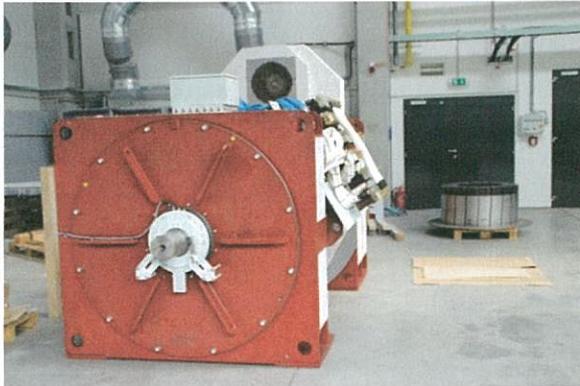
5. Assembly - portal crane + auxiliary lift, total lifting capacity 42 tons



6. Own test room with up to 5 MW output Testing of horizontal and vertical machines.



7. Paint and shipping room



8. Installation, service, technical support at the customer

Ideal service solutions by the designer of the specific machine.

REFERENCES

- Baumüller Nürnberg GmbH
- ěKD Blansko Engineering, a.s.
- ěKD Blansko SMALL HYDRO, s.r.o.
- Energi Teknikk AS
- Fadum Tekniske AS
- HYDROPOL Project & Management a.s.
- MEZOPRAVNA spol. s r.o.
- Strojírny Brno, a.s.
- Other reference and contact persons on request

G&Em s.r.o.

Bobrky 2243, 755 01 Vsetín, Czech Republic

Mobile: +420 773 338 013 E-mail: info@gaem.cz www.gaem.cz

REFERENCE LIST OF SELECTED GENERATORS FOR SHPP OF THE G&Em COMPANY

Project No.	Country of Installation	Locality	Type	No. of Units	Output		Nominal Speed [rpm]	Voltage [V]	Mounting	Year of Installation	Status
					[kVA or kW]						
33	Sweden	Strömma	SG160WL12	1	577		500	400	Vertical	2018	In production
32	Austria	Gülling	SG198WL6	2	1993		1000	690	Horizontal	2018	In production
31	Austria	Gülling	SG198WM12	1	933		500	400	Vertical	2018	In production
30	Sweden	Herting	SG326WL40U50	1	1220		150	5000	Vertical	2019	In production
29	Czech Republic	Klabava	SG140WS10	1	250		600	400	Horizontal	2018	In production
28	France	Framont	SG160WL14	1	470		428,6	400	Vertical	2018	At site
27	Sweden	Ivarfors	SG326WM26	1	1220		230,8	400	Vertical	2018	At site
26	Georgia	Jonouli I	SG160WL6	2	1037		1000	400	Horizontal	2018	At site
25	Czech Republic	Veletov	SG288WL30U63	1	842		200	6300	Horizontal	2018	In production
24	Czech Republic	Janov	SG96WL8	1	150		750	400	Vertical	2017	At site
23	Scotland	Allt a Chaorainn	SG160WM10	1	500		600	415	Vertical	2017	At site
22	Sweden	Frotuna	SG224WS16U33	1	640		333,3	3300	Vertical	2017	At site
21	Scotland	Kiachnish	SG198WM10	2	1200		600	415	Vertical	2017	At site

20	Ireland	Glasha	SG160WM10	2	500	600	400	Vertical	2017	At site
19	Czech Republic	Újezd	SG108WS8	1	102	750	400	Vertical	2016	At site
18	Scotland	Glen Loth	SG178WM14	1	555	428,6	400	Vertical	2016	At site
17	Scotland	Fasfern	SG140WL6	1	585	1000	400	Horizontal	2016	At site
16	Slovakia	Veľké Blahovo	SG124WL8	2	357	750	400	Vertical	2016	At site
15	Slovakia	Nová Dedinka	SG124WL8	2	357	750	400	Vertical	2016	At site
14	Slovakia	Malé Pálenisko	SG124WL8	2	357	750	400	Vertical	2016	At site
13	Italy	Urago	AG224KM24	1	330	255	400	Horizontal	2016	At site
12	Georgia	Didachara	SG96WL6	1	161	1000	400	Horizontal	2016	At site
11	Norway	Sekkelva	SG160WM6	1	792	1000	690	Horizontal	2015	At site
10	Czech Republic	Litice	SG248WS10U63	1	1312	600	6300	Vertical	2015	At site
9	Bulgaria	Musomishta	SG160WS4	1	716	1500	400	Horizontal	2015	At site
8	Norway	Skrael og Skrede	SG198WL6	1	1787	1000	690	Horizontal	2015	At site
7	Czech Republic	Těrlíčko	SG124WM8	1	245	750	420	Vertical	2015	At site
6	Slovakia	Mošon II	SG160WL10	2	623	600	400	Vertical	2015	At site
5	Norway	Vaela	SG254WL20	1	966	300	690	Vertical	2014	At site



4	Sweden	Hattorp	AG178KM8	1	750	757	400	Vertical	2014	At site
3	Italy	Cuasso	SG140WM4	1	762	1500	400	Vertical	2014	At site
2	Norway	Skogelva	SG178WS16	1	446	375	690	Vertical	2014	At site
1	Czech Republic	Testing room	SG288WL12U66	1	4000	500	6600	Horizontal	2014	At site

G&E m s.r.o., Bobrky 2243, 75501 Vsetín, Czech Republic, VAT No. CZ 29299781
registered in the Commercial Register kept by Municipal Court in Ostrava, Section C, File 38749.

Mobile: +420 773 338 013 E-mail: info@gaem.cz www.gaem.cz

Appendix E

Electrical Balance of Plant Information

Equipment Proposal

Eaton References

REQUEST FOR PROPOSAL

Mavel Americas, Inc.
Jackson Mills
AGK3190314-3

*The Submittal
By
Eaton
Corporation*

*Date: Mar 18, 2019
Revision: 1.0*

March 18, 2019

Mavel Americas, Inc.

Attention: Mr. Chris Porse

Subject: Jackson Mills

Dear Mr. Porse,

Eaton Corporation acknowledges receipt of this inquiry and is pleased to provide the attached offer. This proposal is based solely on the RFP documents provided. No site visit was performed for this estimate.

Thank you for the opportunity to provide Mavel Americas, Inc. with the following scope and proposal for your consideration. In response to your request, Eaton Corporation is pleased to offer the following proposal for the Jackson Mills modernization.

Eaton is comprised of a network of local, regional and national; design engineers, project engineers, project managers, subcontracting personnel, utility representative and other support services. Our experience in electrical systems design, electrical equipment manufacturing, project management, testing and commissioning, qualifies us to meet all your requirements.

Sincerely,

YOUR EATON'S ELECTRICAL SERVICES & SYSTEMS TEAM

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TABLE OF CONTENTS

1. Introduction	1
1.1 Executive Summary	1
1.2 Project Summary.....	1
2. Engineering Services Scope of Work.....	1
2.1 Drawings	2
2.2 Studies & Calculations	2
2.3 System Integration	2
2.3.1 Programmable Logic Controller (PLC).....	3
2.3.2 Human Machine Interface (HMI).....	3
2.3.3 Voltage Controllers	3
2.3.4 Network Architecture	3
2.4 Testing, Startup & Commissioning	3
3. Equipment Scope of Supply.....	4
3.1 Switchgear	4
3.2 Manual User Interface	4
3.3 Network Architecture	5
3.4 Protective Relaying & Auto Synchronizing	5
3.5 Balance of Plant	6
3.5.1 Field Instrumentation	6
3.5.2 DC Battery System	6
3.5.3 Station Service.....	6
4. Installation and Removal Services	6
4.1 Installation Services	6
4.2 Demolition & Removal.....	6
5. Scheduling & Coordination with Owner	Error! Bookmark not defined.
6. Pricing & Payment Schedule.....	Error! Bookmark not defined.
7. Qualifications.....	Error! Bookmark not defined.
8. Safety Training of Eaton Corporation Field Personnel ..	Error! Bookmark not defined.
9. Additional Work & Replacement Parts	Error! Bookmark not defined.
10. Supplemental information	Error! Bookmark not defined.
10.1 Validity period & Acceptance	Error! Bookmark not defined.
10.2 Terms & conditions	Error! Bookmark not defined.
10.3 Taxes, Permits & Fees.....	Error! Bookmark not defined.

10.4	Bonding.....	Error! Bookmark not defined.
10.5	Certificate of Insurance	Error! Bookmark not defined.
10.6	Warranty	Error! Bookmark not defined.
10.7	Testing Clarifications.....	Error! Bookmark not defined.
10.8	Division of Responsibility	Error! Bookmark not defined.
10.9	Additional Clarifications.....	Error! Bookmark not defined.

1. INTRODUCTION

Eaton Corporation has a successful record of deploying turnkey hydro electro-mechanical modernization projects spanning more than 50 years in government, utility and privately-owned hydro-electrical facilities. We are well positioned with an experienced and committed team to lead the Jackson Mills electrical modernization with a modern and cost-effective solution. This skilled team will improve your ability to deliver quality power and improve the reliability and functionality of pumping water and generating electricity.

Recently, Eaton Corporation has successfully automated a variety of systems in the power generation and distribution industries. Notable projects include:

- Green Mountain Power, Little River Station: Repowering and modernization, including exciters, governors, automation and protection systems
- Green Mountain Power, Ascutney Gas Turbine: Automation and excitation replacement
- Bureau of Reclamation, Shasta & Keswick: Excitation modernization
- Titan Americas: Plant Automation including SCADA, automation and protection systems

Eaton's comprehensive technical proposal proves our ability to meet the requirements of the specification, deliver on the goals of facility uniformity and maintain an aggressive, flexible schedule through design and construction.

Eaton Corporation hereby offers to provide the services as detailed below, at the prices and on the terms and conditions exclusively set forth in this offer.

1.1 EXECUTIVE SUMMARY

The following proposal and scope of work has been developed in response to the Request for Quote and includes the design and procurement of the required protection and control equipment associated with the Mavel supplied modern turbine-generator equipment. This proposal assumes the new synchronous generator will be rated at 1226 kW, 4160 V.

To develop the most creative and cost-effective solution that meets the specification provided, Eaton Corporation is providing a base price, with several options that either improve reliability, decrease plant outage and downtime, or other recommended system enhancements.

1.2 PROJECT SUMMARY

The existing Jackson Mills Hydroelectric Generation Station is currently under review for repowering. The scope of work outlined as part of this offer, is limited to the electrical and control system as part of the repowering and based on the turbine-generator data provided by Mavel and referenced as part of this offer.

2. ENGINEERING SERVICES SCOPE OF WORK

Eaton proposes to upgrade the Jackson Mills Station using an integrated approach. The basis for every successful project is sound engineering and design as well as flawless execution.

Eaton's Generator Protection & Control Group has extensive experience integrating the latest technologies and systems into a comprehensive and complete design package. Detailed design drawings specific to each project are developed to provide an integrated drawing set for all systems and subsystems within the facility, affected by the scope. When required, old drawings are re-drawn and verified vendor equipment drawings are integrated into an overall drawing package. Standard borders and drawing numbers provide a seamless cross reference for all interconnected systems within the facility.

2.1 DRAWINGS

As part of this offer, Eaton Corporation is including engineering drawings of the protection and control system. All drawings shall be provided in AutoCAD format per industry standards, Professional Engineer stamping is not required. Drawing submittals and subsequent approvals shall be provided per the following outline:

- Review Set (Schematics Only)
- For Fabrication (Custom Control Panels, Field Devices, etc.)
- For Construction (To Be Maintained by On-Site Contractor)
- Red-Lines (Copy to be Maintained On-Site)
- Record Drawings

The drawing package below shall be a complete and functional set of drawings for the entire facility. All drawings from equipment vendors shall be updated and completed with the entire system information. The drawing package below outline the minimum number of drawings included as part of the document package.

- AC Metering & Relaying One-Line Diagram
- Network Architecture & Communications Diagram
- AC Three-Line Diagrams
- Breaker/Contactor Control Schematics
- Protective Relaying Schematics
- PLC I/O Diagrams
- Demolition Details
- Cable & Conduit Schedules
- Panel Fabrication & Wiring Diagrams
- Interconnection & Termination Details

2.2 STUDIES & CALCULATIONS

As part of this project, Eaton Corporation proposes the integration of Schweitzer Engineering Laboratories 700G Generator Protection Relays for the Generators, one each. All protective relay settings are provided as part of this offer.

2.3 SYSTEM INTEGRATION

This offer includes a comprehensive and integrated automation upgrade for the Jackson Mills Hydroelectric Generation Station. Eaton Corporation proposes to design, supply and

commission a complete and fully functional generator protection and control package to include both manual and automatic control modes.

2.3.1 Programmable Logic Controller (PLC)

The PLC will be responsible for overall unit condition monitoring and sequencing. The principle functions of the PLC include:

- Unit Start Sequencing & Start Permissive Monitoring
- Unit Stop Sequencing
- Unit Mechanical Protection (Alarm, Shutdown & Trip)
- Unit Voltage & Power Factor Control
- Unit Gate Position Control
- Unit Load Control
- Unit & Station Water Level Management & Control
- Automatic Unit Dispatch Control
- Unit & Station Monitoring & Alarm Conditioning
- SCADA System Integration & Point of Control

2.3.2 Human Machine Interface (HMI)

Eaton Corporation's offer includes the programming integration of a comprehensive HMI for station and unit control and monitoring. The Maple Systems HMI will be responsible for all station and unit alarm annunciation and logging. The HMI graphics will be developed to match other owned facilities for operator familiarity.

2.3.3 Voltage Controllers

The new generator (supplied by others) shall be equipped with a brushless excitation system. As such, it is our recommendation, that our protection and control system include a Basler DECS 250 voltage regulator. This voltage regulator will be integrated as part of a standalone turbine control system.

2.3.4 Network Architecture

This solution incorporates high quality, reliable components to provide the Jackson Mills Hydro Electric Facility with a long lasting cost-effective solution. The hardware listed below will be incorporated into the turbine control enclosure. The overall strategy is to provide an automation solution that incorporates modern intelligent devices with existing manual controls in a seamless package. This strategy significantly decreases the field support required for the upgrade as much of the existing field wiring will not be touched. I/O is connected to the central processor over a high-speed copper ethernet based connection using Allen Bradley's Ethernet IP protocol.

2.4 TESTING, STARTUP & COMMISSIONING

Testing is limited to individual hardware and components as part of the larger system. The entire system commissioning is excluded from this offer.

The following outlines the testing, startup and training deliverable items:

- Factory Acceptance Written Testing Plan
- Instrument Transformer Testing
- PLC I/O Verification
- HMI Testing
- Relaying & Metering Communication Verification
- OEM & Operations Manuals

3. EQUIPMENT SCOPE OF SUPPLY

Included in the base proposal, and in an effort to optimize the plant floorspace, Eaton Corporation proposes to integrate the new turbine-generator protection and control system with the medium voltage switchgear.

3.1 SWITCHGEAR

The proposed switchgear will include all necessary protection and control equipment to safely operate the unit. The Eaton Metal Enclosed, Medium Voltage, Front Access (MEF) Switchgear includes:

- 1 1200 A, Insulated Main Bus, 5kV, 25kAIC
- 1 Cell, 5kV, 1200 A
- 1 Eaton VCP-T 1200 A Vacuum Breaker, 25kAIC, 3 Cycle Interrupting
- 6 ABB Current Transformer, Single Ratio, High Accuracy (Metering/Protection)
Sized to Match Generator Neutral Current Transformer (Differential)
- 4 ABB Voltage Transformer, 5kV (Metering/Protection/Synchronization)
- 1 Breaker Trip Coil, 125 VDC
- 1 Breaker Spring Release (Close) Coil, 125 VDC
- 1 Breaker Charge Motor, 125 VDC
- A/R MOC & TOC Status Switches
- A/R Heater & Thermostat Assembly
- 1 Closed Door Racking Assembly & Breaker Lift Mechanism

3.2 MANUAL USER INTERFACE

The manual user controls requested as part of the specification will be integrated into an additional section of the MEF Switchgear. The hardwired protection and control circuits include the following devices:

- 1 Speed Relay with Digital Display & Speed Switches (Overspeed)
- 1 Eaton PXM Multi-Function Power Meter
- 1 Analog Frequency Meter
- 2 Analog Voltage Meter
- 1 Analog Synchroscope Meter
- 1 Emergency Stop Push Button
- 1 Governor Raise/Lower Control Switch
- 1 Voltage Regulator Raise/Lower Control Switch
- 1 Generator Breaker Control Switch

- 1 Unit Start/Stop Control Switch
- 1 SEL-700G Generator Protection Relay
- 1 Lockout Relay

3.3 NETWORK ARCHITECTURE

The heart of the Automation System is the Programmable Logic Controller (PLC). For this project, Eaton Corporation proposes the Rockwell Automation CompactLogix platform by Allen Bradley. The Rockwell Automation Plant Automation Controller (PAC) is the preferred solution for turbine control systems. All Logix controllers operate with a multitasking, multiprocessing operating system and support the same set of instructions in multiple programming languages. The CompactLogix environment offers different levels of redundancy that can be designed into each system. For this project, the selected CompactLogix process system works with in-rack and/or remote I/O, drives, operator interfaces, relays, meters or any other device that can communicate with a CompactLogix controller over an Ethernet link.

The Rockwell Automation CompactLogix platform included as part of this project features the latest version of processor and required I/O. Included as part of this offer, is the I/O proposed based on the project specification as well as our experience. A minimum amount of spare I/O is included as part of this offer.

The Human Machine Interface (HMI) will be a Maple Systems 15" Touch Screen HMI, communicating with the Allen Bradley PLC over Ethernet Communications. The switchgear mounted HMI will perform all necessary annunciation, alarm logging and control functions to safety and efficiently operate the unit.

The existing Allen Bradley controller (Crest Gate & Compressor) will be integrated into the unit and station control system, for a seamless control architecture. All thermal and mechanical monitoring equipment (RTDs, Vibration Sensors, etc.) shall be connected directly to the PLC for proper logging, annunciation and unit protection.

Eaton Corporation's offer includes the installation and integration of single Eaton Power Xpert Multi-Function Meter and will be polled by the CompactLogix PLC across a new Ethernet network. Electrical metering parameters will be displayed on the HMI.

The existing SCADA network will be reworked and integrated into the new plant control system.

3.4 PROTECTIVE RELAYING & AUTO SYNCHRONIZING

Eaton Corporation has evaluated several different options relating to the protection and synchronizing schemes, including dedicated auto synchronizers and protective relays. It is our recommendation, based on economics, reliability and ease of installation, to proceed with the installation of a Schweitzer Engineering Laboratory 700G Generator Protection Relay. Relay settings development, testing and final documentation are included as part of this offer. In addition, the protection functions requested as part of the RFP (listed below) will be included in the SEL 700G. The PLC will poll these relays to provide appropriate targets during trip events.

25A – Automatic Synchronizing

- 27 – Under Voltage
- 32 – Directional Power Relay (Reverse Power)
- 40 – Loss of Field
- 46 – Negative Sequence
- 51V – Over Current (Voltage Restrained)
- 59 – Overvoltage
- 64S – Stator Ground Detection (59N)
- 81 – Over / Under Frequency
- 87G – Generator Differential

3.5 BALANCE OF PLANT

3.5.1 Field Instrumentation

The control system offered as part of this proposal, includes the integration of all new and existing field instrumentation.

3.5.2 DC Battery System

Included in this offer is a new protection and control battery system, including 103 AH, Lead Calcium Battery Bank, 2 Tier Rack, Spill Containment, 240 VAC Battery Charger, and fused isolation disconnect.

3.5.3 Station Service

It is likely that the station service equipment, including lighting, HVAC, hydraulics, etc. will require some level of attention, with the plant repowering and reconfiguration. As it is difficult to determine the scope required at this time, the engineering, procurement and construction activities associated with this equipment is not included as part of this offer.

4. INSTALLATION AND REMOVAL SERVICES

4.1 INSTALLATION SERVICES

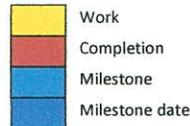
At this time, construction and installation services are excluded.

4.2 DEMOLITION & REMOVAL

At this time, demolition and removal services are excluded.

Eaton Corporation	Comparable Experience		Eaton Personnel										Requirements						
			David Graham, Project Manager	Cassandra Maguire, P6 CPM Scheduler	Ian Peacock, Lead Engineer	Jess Yenter, Governor Design	Mike Wagner, UCB / Relays	Craig Tardif, UCB Fabrication	Brain Doane, Lead Designer	Andrew Wick, Programming	Kevin Curran, Commissioning Manager	Control Board	Exciter	Governor	Protective Relay Systems	SCADA or RTU			
		End Date																	
	New York Power Authority Lewiston Pump Generator Plant	Ongoing	•		•	•		•	•			•		•	•	•	•		
	GMP Proctor Upgrade (5 Units)	2015			•		•		•			•	•	•	•	•	•		
	USACE Philpott Powerhouse Upgrade	Ongoing		•	•		•		•			•	•	•	•	•	•		
	Bayonne Energy Center Blackstart Breaker Control System	Ongoing		•	•				•			•				•	•		
	Bayonne Power Control Enclosure (PCE)	Ongoing	•	•	•											•			
	Black Bear Hydro Medway Excitation (1 Unit)	2013			•		•					•		•					
	Black Bear Hydro Milford Relay Upgrade (4 Units)	2013			•							•				•			
	Black Bear Hydro Orono B Development (3 Units)	2013			•		•					•	•	•	•	•	•		
	Black Bear Hydro Stillwater B Development (3 Units)	2013			•		•					•	•	•	•	•	•		
	Brookfield Renewable Power Glenn Ferris	2012	•		•	•										•			
	Burlington Electric GT Excitation (1 Unit)	2014			•		•						•						
	Calpine Unit 2 Excitation (1 Unit)	2014					•					•		•					
	Eagle Creek Renewable Rio Unit 3 (1 Unit)	2014			•		•		•			•	•	•	•	•	•		
	Eversource Canaan Hydro PLC Upgrade	2016		•	•		•	•				•	•	•	•	•	•		
	Eversource Garvin Falls Hydro	2017		•	•		•	•					•						
	Eversource Gorham Hydro PLC Upgrade	2016		•	•		•	•				•	•	•	•	•	•		
	FirstEnergy Bay Shore	2016	•	•	•	•	•	•					•						
	FirstEnergy Synchronous Condenser Conversion U1,2,3	2016	•	•	•	•	•	•	•			•	•	•	•	•	•		
	Grand Coulee Main Canal/Summer Falls	2016				•		•		•		•		•					
	GMP Bolton Falls Upgrade (2 Units)	2017	•		•		•	•	•			•	•	•	•	•	•		
	GMP Center Rutland Upgrade (1 Unit)	2013			•		•					•	•	•	•	•	•		
	GMP Clark Falls	2016	•		•		•					•	•	•	•	•	•		
	GMP Gorge 18 Upgrade (1 Unit)	2012			•		•					•	•	•	•	•	•		
	GMP Huntington Modernization (3 Units)	2017			•		•		•			•	•	•	•	•	•		
	GMP Jay Synchronous Condenser	2014			•		•		•				•	•	•	•	•		
	GMP Marshfield Hydro Electrical Upgrade Project	2016			•		•		•			•	•	•	•	•	•		
	GMP Taftsville Upgrade (1 Unit)	2014			•		•					•	•	•	•	•	•		
	Lower Neches Valley Authority Devers Pump Station #2	2016										•	•			•	•		
	Massachusetts Water Resources Oakdale Hydro	2013			•		•		•			•	•	•	•	•	•		

Appendix F
Production and Delivery Schedule



Activity	Months from Notice to Proceed															
	Months to Complete	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14
1 Milestones																
Notice to Proceed		■														
Award of Engineering Contract		■														
Design Engineering / Parts Design					■											
Approval of Shop Drawings and Submittals For Manufacture					■											
Start Purchase of Materials				■												
Manufacture Turbine Parts											■					
Complete Factory Assembly & Testing of Turbine											■					
Shipment of Turbine Parts to Site												■				
Order Generator					■											
Shipment of Generator													■			
Order Gearbox					■											
Shipment of Gearbox														■		
Order Electrical Balance of Plant Equipment					■											
Shipment of Electrical Balance of Plant Equipment															■	
Field Testing and Commissioning	TBD															
Training	TBD															
Approval of Contract Closeout Submittals and O&M Manual	TBD															
2 Notice to Proceed																
		■														
3 Engineering and Technical Information																
Design Engineering / Parts Design		■	■	■												
Preliminary Electrical and Control		■	■	■	■											
Turbine Equipment Design Detail		■	■	■	■	■										
I&C, Governor Systems Data		■	■	■	■	■	■									
Approval of Shop Drawings & Submittals for Manufacture					■											■
Supplemental Documents																■
4 Procurement / Manufacturing / Testing																
4.1 Order Turbine Materials		■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
4.2 Turbine Manufacturing					■	■	■	■	■	■	■	■	■	■	■	■
4.3 Turbine assembly and Testing											■	■	■	■	■	■
4.4 Order Generator					■											
4.5 Manufacture and Test Generator											■	■	■	■	■	■
4.4 Order Controls and Electrical Equipment					■											
4.5 EBOP Fabrication					■	■	■	■	■	■	■	■	■	■	■	■
4.6 Order Gearbox					■											
4.7 Gearbox Production					■	■	■	■	■	■	■	■	■	■	■	■
5 Delivery of Equipment to Site																
5.1 Turbine													■	■		
5.2 Generator													■	■		
5.3 Controls and Electrical Equipment													■	■		
6 Installation Supervision and Commissioning																
6.1 Turbine and Generator Installation	TBD															
6.2 Controls and Electrical Installation	TBD															
6.3 Commissioning	TBD															
6.4 Training	TBD															
7 Project Completion																
7.1 Substantial Completion	TBD															
7.2 Final Completion	TBD															

Notes:
TBD - To Be Determined

FIELD SERVICES PROTOCOL

1. DEFINITIONS AND INTERPRETATIONS

"**Supplier**" means Mavel Americas, Inc.

"**Purchaser**" means the City of Nashua, NH.

"**Contract**" means the Agreement between the Purchaser and Supplier

"**Technical Advice**" or "**Field Services**" means activities performed by the Supplier or Supplier's personnel at the Project Site comprising:

- attendance,
- provision of advice, instruction and assistance,
- evaluation of results, and
- other activities, duties, competences as stipulated in the Contract

The Technical Advice covers expressly only the Technical Advice of installation of the Equipment supplied by the Supplier under the Contract.

"**Technical Advisor**" means the person nominated and authorized by the Supplier to provide advice, in clear and understandable English, during all or a portion of the installation.

"**Technical Advice Logbook**" means the logbook maintained at the Project Site that records activities during the Technical Advice period.

"**Civil Works Readiness**" means the completed, finished, dry and clean civil part performed by the Purchaser or by his contractors in conformity with all drawing documentation and Contract requirements and the provisions of this document so that the Project Site is prepared for the immediate commencement of the installation of the Equipment and Technical Advice.

"**Site Construction Manager**" means the person assigned by Purchaser that is responsible for Project Site safety and personnel.

Other capitalized terms have the meanings set forth in the Contract Documents.

2. GENERAL CONDITIONS

The Purchaser is obliged to secure properly at its own costs:

- a. All permits, authorisations and/or licenses required by the state and/or local authorities for all Work related activities at the Project Site. The Purchaser will represent to Supplier at Civil Works Readiness that all such permissions have been obtained.
- b. Any taxes, duties, fees imposed in the respective country/district of the Project Site except as provided in the Contract and except for any payroll or other taxes applicable to Supplier's personnel.

- c. Meeting all rules and regulations related to working safety, fire protection, and environmental protection at the Project Site that are valid for the entire Field Services period. Supplier's personnel shall abide by all reasonable rules and regulations established by the Purchaser and communicated to the Supplier in effect at the Project Site.
- d. Conclusion of "ALL RISK" insurance policy covering installation, Project Site storage, personal and all other risks and damage and pay respective premiums. This insurance policy must be effective from the commencement of Field Services to the completion of the Field Services. The Supplier shall obtain at its cost any 'Workmans Compensation Insurance' required by applicable laws or regulations.
- e. Qualified workers/staff to perform the installation of the Equipment at the Project Site under the Technical Advice of the Supplier.
- f. Free access to the Project Site, storage areas, power station and any other place related to the installation from the commencement to completion of the installation and continuing, if needed, through the warranty period. Should access to the site be denied, the Supplier will be compensated for costs associated with the delay.
- g. Removal of all unnecessary or dangerous material or any other equipment at or in the vicinity of the Project Site, which could, according to the Technical Advisor's reasonable opinion, endanger or restrict performance of installation of the Equipment at the Project Site.
- h. Environmental removal of remaining, useless or dangerous materials in accordance with laws and regulations of respective country/district of the Project Site, liquidation of waste-water, sewages, maintenance of roads.
- i. Install and equip and maintain cofferdams, sumps and protection dams, including regular dewatering to enable proper performance of installation. Set into and set out the power plant stoplogs/gates, damming against underground water, including necessary pumping out of leaked water.
- j. Provision of security/guards at the Project Site or storage areas.
- k. Surveyor's geodetic points definition - levels, centre lines, base points etc. according to the request of the Technical Advisor, including issue of respective protocols/documentation.
- l. Qualified equipment operators for testing of Equipment at the Project Site.
- m. Securing of technological conditions needed to for testing and commissioning of the Equipment.
- n. Qualified operation of the Equipment pursuant to operational rules and manuals under the control of trained operators.
- o. Take all other precautions and interoperation as stipulated in the Contract.

3. COMMENCEMENT OF TECHNICAL ADVICE

Prior to the commencement of Supplier's Technical Advice, the Purchaser must meet the following conditions and any other additional conditions that the Parties mutually agree to.

- a. At a minimum of thirty (30) days prior to the scheduled commencement of installation, the Purchaser must send the Supplier written Notice requesting the dispatch of Technical Advisors to the Project Site as per the Contract. This notice will specify the date for the commencement of Technical Advice and also confirm that prior to such date, the Purchaser will have:
 1. all necessary permits for the commencement of the installation;
 2. Civil Works Readiness finished and taken over by the Purchaser in conformity with documentation and requirements of the Supplier and assure that all other items needed for commencement of installation have been finished
 3. all Equipment and supplies available at the Project Site which are needed for the performance of installation
 4. all conditions for proper commencement of installation fulfilled – including but not limited to installation mechanism, installation personnel, etc.
- b. After fulfillment of conditions in clause a) above, the Supplier will prepare the Technical Advisor for departure and notify the Purchaser in writing of the exact date and place of the Technical Advisor's arrival.
- c. At least one week before departure of the Technical Advisor, the Purchaser will communicate the name of the person (including telephone contact number and e-mail address) who shall collect the Technical Advisor from the airport/port and secure his safe transfer to the place of Accomodation/Project Site.
- d. If the Purchaser notifies the Supplier of Civil Works Readiness and consequently revokes or postpones the confirmed date, the Purchaser shall cover all cost incurred for such change, if any.
- e. After the arrival of the Technical Advisor, the Purchaser will instruct and acquaint him with the actual situation at the Project Site, including possible hazards and risks, and provide training for safety, health, fire and environmental measures valid for the Project Site. The Technical Advisor will record this training into the Technical Advice Log book. The Purchaser is obligated to notify the Technical Advisor of any actions taken in violation of valid safety measures, which are observed by Purchaser.
- f. Upon arrival to the Project Site, the Technical Advisor will check the Project Site readiness for Equipment installation and also evaluate the Purchaser's personnel for qualifications. If all conditions are fulfilled, the installation will be commenced.

- g. If the Technical Advisor, in his reasonable judgement, finds an incompleteness of Civil Works Readiness and the Purchaser cannot remedy within a reasonable period, then the Supplier, in agreement with the Purchaser, can either call back the Technical Advisor to the headquarters of the Supplier or to the place of its Sub-Supplier – all costs with such re-dispatch of the Technical Advisors shall be paid by the Purchaser - or the Purchaser shall pay for idle time at 90% of the daily per diem rates. The time period of idle time shall not exceed one week without the approval of the Supplier.
- h. If the Purchaser commences installation without the presence of the Technical Advisor or carries out any work that is related to the Supplier's Equipment, which is not approved by the Technical Advisor or will not respect orders, reasonable instructions and recommendations of the Technical Advisor, then this will automatically relieve the Supplier from any responsibility for proper performance of Technical Advice but only to the extent and within the scope of the Work Affected.

4. RELATED ACTIVITIES OF THE PURCHASER

The Purchaser is obliged to render the following related activities:

- a. Provide assistance to the Supplier in obtaining visa and permits, if needed, by the Supplier.
- b. Provide assistance and/or documents needed for transport and custom clearance.
- c. In case of the death of the Technical Advisor, the Purchaser will render assistance in obtaining of all permits, legal documents necessary for repatriation of the body. All incurred expenses shall be reimbursed by the Supplier
- d. In case of injury/bodily harm or serious illness of the Technical Advisor, the Purchaser will assist in providing transfer of the Technical Advisor to the hospital and will assist in providing access to hospitalization. If costs of such care or hospitalization are borne by the Purchaser, the Supplier will reimburse Purchaser for such costs.

The Purchaser may provide assistance, if requested by the Supplier, for items a, b, and c above, but it is the Supplier's obligation to obtain any visa, work permit, approvals or documents required by the Supplier in order to provide the Technical Advisor on site in a timely manner.

5. DUTIES, AUTHORIZATIONS AND RIGHTS

a. Technical Advisor's Duties

The Technical Advisor's duties and obligations are as follows:

- i. Provide Technical Advice for performance of installation of the Equipment specified in the Contract.

- ii. Provide instruction and assistance during installation.
- iii. Attend installation/assembly activities for portion of the Equipment that will have an impact on guaranteed values.
- iv. Carry out a check of proper installation and set up of the Equipment.
- v. Carry out a check of results of measured values.
- vi. Make daily submittals to the Technical Advice Logbook for submittal, comments, approval and signature of the Purchaser.
- vii. Attend co-ordination meetings organized by the Purchaser at Project Site.
- viii. Respect comments of the Purchaser concerning safety and fire protection at Project Site.
- ix. Maintain medical and travel insurance, which will be provided by the Supplier at the Supplier's cost.
- x. Abide by instructions of the Site Construction Manager of the Purchaser at the Project Site in accordance with the Contract.
- xi. Agree not to be entitled to comment on the installation / assembly of the Equipment that is not specified in the Contract and the Purchaser is not entitled to demand such information or activities of the Technical Advisor.
- xii. Be fluent in the English language.

b. Technical Advisor's Authorization

The Techniical Advisor is authorized to do the following:

- i. Request review of authorizations, licences and or certificates of the Purchaser's workers for activities that directly relate to the installation of the Supplier's Equipment, including but not limited to welding certificate, if applicable, and authorisation for testing.
- ii. Request immediate replacement of such person or worker who does not have requested qualification, experience, authorization or does not perform the work in conformity with the instructions of the Technical Advisor and in accordance with safety and fire protection precautions.
- iii. Request replacement of mechanisms, tools, hoisting equipment etc. that are not of the requested quality or function.
- iv. Request an increase in the number of workers, mechanisms etc. or extension of working time (extra time).

- v. Request the suspension and/or stoppage of any work or withheld commencement and/or resume the installation if a mechanism, tool or qualification of the Purchaser's workers do not correspond to the requirements of the installation procedure or safety, fire protection, environmental precautions or if there are found shortcomings in Civil Works Readiness or effecting the Warranty/performance of the Equipment.
- vi. Request the Purchaser's contractors to stop any work of any assembly, installation and/or test measurement that is not being carried out in accordance with stipulated standards and/or procedures given by the Supplier or according to instructions of the Technical Advisor. Any disputes will be resolved as quickly as possible by a meeting of senior management from the Purchaser and the Supplier shall be held not later than within 48 hours of any dispute.
- vii. Request the Purchaser to shut down the turbine unit for the reason of remedy of defects, faults etc. for the requisite needful time.
- viii. All of the foregoing will be exercised in the reasonable judgment of the Technical Advisor

Any possible delay, costs, damages or any other consequences as a result of the Technical Advisor exercising rights under clause b) of this article shall not be the Supplier's responsibility provided the Technical Advisor exercised reasonable judgment.

c. Purchaser's Rights

The Purchaser has the following rights:

- i. Request an immediate change of the Technical Advisor, if the Purchaser comes to the conclusion that the Technical Advisor does not fulfill duties according to the Contract, and if after Purchaser informs the Supplier in writing detailing the alleged breach and the Supplier does not address and resolve the breach.
- ii. Provide written comments in the Technical Advice Log Book.
- iii. Request, for extra payment, the following items:
 - an increase in the number of Technical Advisors
 - an extension of the stay of any Technical Advisor
 - an extension of working time, overtime, work on Saturday, Sunday or holiday, within local labor laws and law of the country of the Supplier.
- iv. Demand compliance of safety and fire protection.
- v. Demand attendance of the Technical Advisor at co-ordinating meetings with the other Suppliers of the Purchaser.
- v. Demand the Technical Advisor conform to safety and security requirements.

d. Rights of the Supplier

The Supplier has rights to do the following:

- i. Change the Technical Advisor or break his stay and temporarily replace him by another Technical Advisor in case of illness, holiday leave or due to any justified reason of the Supplier. This change must not, however, influence the quality and terms of Technical Advice. In such a case, the Purchaser must not impede the departure of the Technical Advisor. If possible, the Supplier will provide an overlap of the Technical Advisor and his/her replacement. If an overlap is not possible due to an emergency situation then the Technical Advisor will be replaced within 48 hours. After 48 hours, all costs incurred due to resulting delays in the project and replacing the Technical Advisor shall be to the Supplier's account. The Supplier, however, shall be entitled, at its own risk, to permit continuation of works without attendance of its Supervisor for a reasonable time.
- ii. Unless otherwise stipulated in the Contract, the number of Technical Advisors and the length of their stay at Project Site are determined by the Supplier.
- iii. Any measuring equipment, instruments, special tools supplied by the Technical Advisor and serving for performance of Technical Advice will remain the property of the Supplier, if not otherwise expressly agreed in the Contract.

6. TECHNICAL ADVICE LOG BOOK

- a. The Technical Advisor will regularly, every working day, record in the Technical Advice Log Book the performed activities, condition at Project Site, requirements, instruction to the Purchaser, results, worked hours, comments and any other important information for proper documentation of the Technical Advice process.
- b. Once a week, the Technical Advisor will submit the Technical Advice Log book to the Site Construction Manager at the Project Site for his confirmation and signature and date of signature.
- c. The Purchaser is entitled to comment on the record of the Technical Advisor and add his own statement, instruction etc.
- d. If the Purchaser does not sign the Technical Advice Log Book without written justification recorded in the Technical Advice Log Book then the Technical Advisor and Purchaser will inform their superiors and both Parties will discuss measures to solve any problem.
- e. The Technical Advice Log Book will serve as the document evidencing the process of Technical Advice for the purpose of solving any possible disputes and evidencing uncontested working time of the Technical Advisors. However, any record in the Technical Advice Log Book will not be considered as a change of the Contract.

- f. Any record in the Technical Advice Log Book will be in written in the English language, unless the Contract specifies otherwise.
- g. The original of the Technical Advice Log Book will be the maintained at the Project Site by the Technical Advisor and the Purchaser will be provided a fully legible copy of each daily record and the records will be completed in English.

7. REQUIREMENTS OF PURCHASER'S WORKERS

- a. The Purchaser's workers/staff must meet the following criteria:
 - i. have the necessary experience and skills to perform their portion of the work;
 - ii. have the needed and requested qualifications;
 - iii. have proper insurance and have paid all taxes and other levies according to law;
 - iv. be trained in working, safety and fire regulations of respective country; and
 - v. furnish proof of certificates for selective profession (as welder's certificate, certificate for rigging, operators, material testing and evaluation, etc.) on request of the Technical Advisor.
- b. The Purchaser will establish the Site Construction Manager who will be permanently at Project Site and will be able to communicate verbally and in writing in English, will be authorized to deal on behalf of the Purchaser and will be responsible among other things for:
 - i. Confirmation and signing of records in the Technical Advice Log Book.
 - ii. Shift requirements of the Technical Advisor and staff/workers of the Purchaser.
 - iii. Readiness of workers/staff, their number, fulfillment of conditions stated in clause a) above.
 - iv. Co-ordination of works with third parties.
 - v. Securing undisturbed assembly and installation, necessary pre-assembly and assembly space and its furnishment (rigging, lift and staging means, chock, timber, etc.)
 - vi. Management of the installation, compliance with safety, fire, environmental and any other legal regulations.
 - vii. Resolution of claims, complaints of the Technical Advisor on the workers of the Purchaser.
 - viii. Availability and readiness of all mechanisms, tools, installation jigs and equipment necessary for proper and timely performance of installation.

- ix. Securing of external services and works procured by the Purchaser (weld tests, certificates, painting, consumables etc.) in requested time and quality.
 - x. Availability and readiness of energy, water, cleaning means in requested quantity and quality according to requirements of installation.
 - xi. Realization of installation time limits and time schedule of installation.
 - xii. Taking over of Equipment readiness and/or interface from other Suppliers.
 - xiii. Negotiation with inspection and surveillance authorities.
- c. At least 30 days prior to commencement of the Technical Advice, the Purchaser will inform the Supplier in writing of the name of authorized Purchaser's Representative.

8. SITE EQUIPMENT REQUIREMENTS

The Purchaser shall provide within required time and free of charge the following:

- a. Electric power, as requested by the Supplier.
 - b. Other utilities, resources, such as water, pressure air as needed for installation.
 - c. All technical gases, such as oxygen, gas, for assembly and installation, including safe storage.
 - d. Cranes with requested capacity for handling with Equipment at storage and Project Site.
 - e. Vehicles or any other means necessary for shifting / transfer / moving any Equipment at Project Site during installation, if necessary (trucks, mobile cranes, hoisting platform, forklift etc.) including qualified and experienced operators/drivers authorized for operation of such means.
 - f. Hoisting and rigging means (hydraulic jacks, tackles, ropes, chains, straps, yokes).
 - g. Clearance of at least of 50m² in vicinity of the Project Site.
 - h. Covered storage / warehouse secured properly against damage and theft of stored material and Equipment. All electrical equipment shall be stored in an atmospherically controlled environment.
 - i. Access roads, footways, protection handrails, foot-bridges, ladders, stairs etc. for safe placement of Equipment and safe motion in the power plant.
 - j. Lighting of the locality and securing of a minimum temperature of +5°C at the place of assembly/installation.
 - k. Tools and equipment necessary for assembly and installation as per specification of the Supplier.
- l. Gauges, meters, calipers and other measuring means necessary for assembly/installation and having respective valid calibration protocols/certificates.
 - m. Expendable supplies according to specification of the Supplier.
 - n. Complete equipment and accessories for welding.
 - o. Equipment and qualified staff having respective authorization for conducting and evaluation of non-destructive tests.
 - p. Complete equipment for performance of surface protection of Equipment and/or paint repairs.
 - q. Statically secured space for assembly/installation serviced by means of the crane.
 - r. Secured spaces for storage of supplied Equipment from the date of delivery to the Project Site up to installation, storage and placement of hazardous material in compliance with valid rules and regulations.
 - s. Lockable protected room for storage and placement of special tools, instruments and other sensitive materials for the time period requested by the Technical Advisor.
 - t. Access to telephone and fax set, internet access, PC with E-mail; printer to PC at the Project Site.
 - u. One lockable office/room with sufficient area for Technical Advisors available for the period of their whole stay at Project Site, which shall be equipped at least by:
 - i. table and chairs (one for four persons)
 - ii. lockable cabinet for documentation
 - iii. A/C and/or heater, as needed.
 - iv. clothes-rack
 - v. at least 2 electrical sockets 120V
 - vi. sufficient lighting
 - vii. door keys

9. EMERGENCIES AND UNUSUAL EVENTS

- a. In case of any serious illness, epidemic, infection in the area near the Project Site or accommodation, which could endanger the health of the Technical Advisor, the Purchaser is obliged to inform the Technical Advisor and take immediate measures for his protection. In such case, the Technical Advisor may request a change in the place of accommodation. Or, if it is not possible to protect effectively the Technical Advisor's health, he may then interrupt his stay and leave the Project Site.

- b. If any dangerous condition arises, such as a riot, civil commotion or any setback of safety situation in the Project Site's region, the Purchaser must inform the Supplier and the Technical Advisor of situation and immediately secure protection of the Technical Advisor and arrange for his transfer to a safe place or/and his immediate repatriation.
- c. In the cases stated in subclauses a and b above, the Purchaser, on request of the Technical Advisor, shall enable the Technical Advisor to contact the Embassy of the Czech Republic or, if not possible, the Purchaser will notify Supplier.
- d. The Technical Advisor may refuse transport, transfer or travel not deemed safe and may refuse to enter the Project Site if, according to his discretion, it may be dangerous, hazardous or unhealthy and refuse to work under conditions which do not correspond with environment, health and safety work requirements of the Contract.
- e. In case of the occurrence of the events stated in the subclauses a and b above, the Technical Advisor will be entitled to interrupt / suspend performance of the Technical Advice according to the Contract.
- f. In case of the occurrence of an event stated in the subclause d) the event will be regarded as impediment at side of the Purchaser, who will be obliged to make good the problem forthwith.

10. SAFETY, OCC. HYGIENE & FIRE SAFETY

- a. Upon request of the Supplier, the Purchaser shall provide the Supplier with the following documents or information:
 - i. name, surname and contact to the person responsible for ensuring and coordination of safety, fire protection and environmental precautions;
 - ii. information of the location and Project Site features;
 - iii. information of the layout and resources of the Project Site including the following:
 - 1. lighting (internal, external) of building, working places, stores, roads, passages, stairs
 - 2. entry and transport ways and roads
 - 3. marking of roads (speed, capacity, clearance) walkways
 - 4. drawings with outlined the scheme of Project Site, roads, access roads, electrical lines incl. its marking
 - 5. plans of all floors

6. marking of storage and handling areas, permitted loading, lay-by

- iv. description of escape ways, their locations, where they lead, including description of bridges, stairs, its marking, lighting;
 - v. information of the electricity supply at Project Site, workplaces, main lines, type and marking of electricity at Project Site;
 - vi. information about the other sources of energy, water, pressure air, drinking and service water, its distribution, marking, where they leads, maintenance, shut-off etc.;
 - vii. information about hoisting and handling equipment, its maximum capacity, etc.;
 - viii. information about possible risk and possible hazards within the Project Site and working places including description of basic emergency conditions and stipulation of procedures in case of its occurrence and proposals of precautions and solutions.
- b. The Purchaser is obliged at his own costs to secure the safety of Technical Advisors during working hours while on the Project Site or at offsite storage facilities and take all available precautions to avoid possible risk.

11. MISCELLANEOUS

- a. The Supplier may install the Supplier's logo at allotted place with the agreement of Purchaser.
- b. Unless it otherwise expressly results from the wording of this conditions it is understood that fulfilment of the Purchaser's obligations stipulated therein are ensured at his own cost.