

FINANCE COMMITTEE

JULY 15, 2020

7:00 PM

To Join Zoom Meeting: <https://us02web.zoom.us/j/86127671943?pwd=MHc3ay9TYWtZNOQrTTThKbzdiWFFpZz09>
Meeting ID: 861 2767 1943
Password: 807417

To Join by telephone: 1-929-205-6099
Meeting ID: 861 2767 1943
Password: 807417

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

ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: Bobbie Bagley, Public Health Director
Re: Humane Society Renewal Contract Relative to Chickens/Roosters and How Many Impounded

From: Kelly Parkinson, Purchasing Manager
Re: Purchase of Wastewater Chemicals

From: Kelly Parkinson, Purchasing Manager
Re: Purchase of Property Record Card Scanning & Data Management

From: Kelly Parkinson, Purchasing Manager
Re: Purchase of Assessing Contractor

From: Kelly Parkinson, Purchasing Manager
Re: Purchase of City of Nashua Master Plan

UNFINISHED BUSINESS

From: Dan Kookan, Purchasing Manager
Re: Contract Renewal with the Humane Society of Greater Nashua for FY21 (Value: \$99,081)
Department: 109 Civic & Community Services; Fund: General
(tabled at 7-1 mtg for further clarification)

NEW BUSINESS – RESOLUTIONS

NEW BUSINESS – ORDINANCES

RECORD OF EXPENDITURES

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT

Graham, Donna

From: Bagley, Bobbie
Sent: Wednesday, July 08, 2020 11:05 PM
To: Graham, Donna
Cc: Donchess, Jim; Lindner, Cheryl; Peek, Heidi; Legal Dept
Subject: Follow up to Finance Committee Meeting

Hello Donna,

I have received more information and an amended contract from Douglass Barry, Executive Director of the Humane Society. Please share this communication with the members of the Board of Aldermen who attended the finance committee meeting. The Aldermen wanted clarification on the contract as to why there was no language regarding chickens in the contract presented at the meeting. They also wanted to know if there was any additional financial impact with added cost to the Humane Society. The response from the Executive Director is as follows:

1. My Question: Is there a financial impact on impounding chickens. Mr. Barry's Response: No. The financial impact is minimal.
2. The amended contract will be forwarded to legal. Mr. Barry added two lines about the chickens in the contract:

1. The HSFN will provide the following impoundment and quarantine services for animals impounded by the Animal Control Officer or a Nashua Police Officer:

- 10-Day Bite Quarantine of canines (stray and owned);
- 10-Day Bite Quarantine of owned felines;
- 10-Day Bite Quarantine of owned ferrets;
- 7-Day Impoundment of stray canines;
- Impoundment of stray felines for those with permanent ID only
- Impoundment of stray ferrets for those with permanent ID only
- Chickens found running at large

2. In accordance with RSA 466:18-a, and Nashua Revised Ordinances 93-6 Impoundment of dogs, cats and ferrets found at large, HSFN will become the lawful owner of any unclaimed animals as follows:

- Canines – After 7 days
- Felines – Immediately if no permanent identification is found
- Felines – After 7 days if permanent identification was found, but the animal remained unclaimed
- Ferrets – Immediately if no permanent identification is found

Ferrets-- After 7 days if permanent identification was found, but the animal remained unclaimed

Chickens – Immediately if no permanent identification was found

I still have yet to review the reports with Heidi to see if there has been any increase in the number of chickens received at the Humane Society last year. We will address inquiry this week. Thank you.

Bobbie

Prevention Works Best in Partnership!

- 1. Protect Yourself and Others*
- 2. Stay Home When You Are Sick*
- 3. Wash Your Hands Frequently*
- 4. Avoid Touching Your Face, Eyes, Nose and Mouth*
- 5. Cover Your Cough and Sneezes*

Check us out on: [LiveStories](#) / [Facebook](#) / [Twitter](#) / [Instagram](#) /

Graham, Donna

From: Bagley, Bobbie
Sent: Thursday, July 09, 2020 1:17 PM
To: Graham, Donna
Cc: Peek, Heidi
Subject: Final Answers For the Finance Committee

Hello Donna,

Heidi and I were able to the numbers of chickens/roosters impounded for FY 20 by the Humane Society. In an email response Becky Longval, Director of Animal Care Services.

Becky: We had 6 Roosters to date from Jan 1st 2019. As Doug stated, the cost is not a concern

Thank You,

Prevention Works Best in Partnership!

- 1. Protect Yourself and Others*
- 2. Stay Home When You Are Sick*
- 3. Wash Your Hands Frequently*
- 4. Avoid Touching Your Face, Eyes, Nose and Mouth*
- 5. Cover Your Cough and Sneezes*

Bobbie

Bobbie D. Bagley, MS, MPH, RN, CPH
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F: 603-594-3323

"What have you done today to change the world?"

In fond memory of Dr. Selma Deitch
Founder of Child Health Services
Manchester, NH

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THE CITY OF NASHUA

Financial Services
Purchasing Department

"The Gate City"

July 8, 2020
Memo #21-006

TO: Mayor Donchess
Finance Committee

SUBJECT: Purchase of Wastewater Chemicals

Please see attached communications from David Boucher, Superintendent of the Wastewater Department dated June 30, 2020 for project specific details related to these purchases.

Item: Wastewater Chemicals: Sodium Hypochlorite & Sodium Bisulfite
Value: \$189,000
Vendor: Borden & Remington and JCI Jones Chemical
Department: Public Works
Source Fund: Wastewater Chemicals

Ordinance: **§ 5-84 Special purchase procedures A. (3)** Purchases which can be procured through Cooperative intergovernmental purchase agreements with other governmental jurisdictions.

The Superintendent of Wastewater Purchasing respectfully requests your approval of this purchase.

Respectfully,

Kelly Parkinson
Purchasing Manager

Cc: D Boucher
L Fautuex

City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: June 30, 2020

From: David Boucher, Superintendent
Wastewater Department

Re: Sodium Hypochlorite

A. Motion: To approve the purchase of the chemical Sodium Hypochlorite in the amount of \$125,000 from Borden & Remington of Fall River, MA. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 61 Supplies & Materials.

Discussion: The Wastewater Department again participated in the Northeast/Merrimack Valley Chemical Consortium (NEMVCC) bid process. Sealed bids were due by May 21, 2020 electronically or on paper to the Groton Water Department.

Borden & Remington was the low bidder for Sodium Hypochlorite. Sodium Hypochlorite is used to disinfect the wastewater before it is discharged into the Merrimack River. It is also used in odor control for the air scrubber system. This chemical is used at the Wastewater Treatment Facility.

#104 – Sodium Hypochlorite 15%, Bulk, price/ wet lb.

Borden & Remington	Fall River, MA	\$0.0868
Univar U.S.A., Inc	Morrisville, PA	\$0.0963

City of Nashua, Public Works Division

To: Board of Public Works

Meeting Date: June 30, 2020

From: David Boucher, Superintendent
Wastewater Department

Re: Sodium Bisulfite

B. Motion: To approve the purchase of the chemical Sodium Bisulfite in the amount of \$64,000 from JCI Jones Chemical of Sarasota, FL. Funding will be through: Department: 169 Wastewater; Fund: Wastewater; Account Classification: 61 Supplies & Materials.

Discussion: The Wastewater Department again participated in the Northeast/Merrimack Valley Chemical Consortium (NEMVCC) bid process. Sealed bids were due by May 21, 2020 electronically or on paper to the Groton Water Department.

JCI Jones Chemical was the low bidder for sodium bisulfite for the FY21 bid. Sodium bisulfite is used to remove residual chlorine in the wastewater before it is discharged. This chemical is used at the Wastewater Treatment Facility.

#79 – Sodium Bisulfite 38%, Bulk, price/ wet lb.

JCI Jones Chemical	Sarasota, FL	\$0.1179
PVS Chemical Solutions	Detroit, MI	\$0.1265
Univar U.S.A., Inc	Morrisville, PA	\$0.1790
Holland, Co	Adams, MA	\$0.1650



THE CITY OF NASHUA

Administrative Services
Purchasing Department

"The Gate City"

July 8, 2020
Memo #21-008

TO: Mayor Donchess
Finance Committee

SUBJECT: Purchase of Property Record Card Scanning & Data Management

Please see attached communications from Kim Kleiner, Director of Administrative Services dated July 7, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Professional Services: Data Management/Document Scanning
Value: \$200,249
Vendor: Inception Technologies
Department: Administrative Services
Source Fund: GOFERR Funding

Ordinance: 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.

Administrative Services and Purchasing respectfully request your approval of this contract.

Regards,

Kelly Parkinson

Purchasing Manager

Cc: K Kleiner
J Graziano



THE CITY OF NASHUA

Administrative Services Division

"The Gate City"

To: Mayor Donchess
Finance Committee

From: Kim Kleiner, Director of Administrative Services

Date: July 7, 2020

Subject: Property Card Scanning and Data Management

The City of Nashua Assessing Department has maintained all property record files in a vault for many years. Space is limited and these files to continue to grow, only accessible to staff within the office or to the public by request. A request by a property owner results in scanning and copying of multiple files by Assessing staff, a waste of time and city resources.

Recently, with city staff working remotely due to the COVID19 pandemic, access to these files was limited, sometimes causing delay in requests or property reviews. Due to the recent pandemic the need for scanned records became very clear for ongoing operations.

Scanning of our records will assist us in sharing public information contained within property records instantly with a variety of users, such as staff and customers in multiple locations. Scanned records can eliminate the need for costly reproduction and mailing. They are also easier to track electronically. They can be retrieved, downloaded, indexed, and searched by commonly used web applications or easily shared via e-mail.

Scanned documents will also provide backup copies of the city's paper records in an easily portable digital format. Many of the city's records are dated and digitizing fragile records preserves the integrity of the originals by allowing them to be handled less. Often, the scanning process increases legibility of aging or hard-to-read records.

We ask for the committee's approval of the contract with Inception Technologies in the amount of \$59,638.00. We believe this cost will be a COVID reimbursable expense utilizing GOFER funding.



CONTRACT FOR PROFESSIONAL SERVICES

PROPERTY CARD SCANNING PROPOSAL

A CONTRACT BETWEEN

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

AND

INCEPTION TECHNOLOGIES INC.

and its successors, transferees and assignees (together "Professional CONTRACTOR")

PROFESSIONAL CONTRACTOR

7 SUNDIAL AVE, SUITE 403W

MANCHESTER, NH 03103

ADDRESS OF CONTRACTOR

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

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

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

4. COMPENSATION. Professional Contractor agrees to perform the work for a total cost not to exceed **Fifty Nine Thousand Six Hundred and Thirty-eight Dollars (\$59,638.00)**

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

☑ Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

☑ Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

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

Kim Kleiner
Director of Administrative Services

229 Main Street
Nashua, NH 03060

REPRESENTATIVE:

Raymond Feoli
President
Inception Technologies Inc.
77 Sundial Ave, Suite 403W
Manchester, NH 03103

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

By signing the contract, Contractor attests that pursuant to RSA 21-J:1 I and Rev 602.01 (c) & (d): (1) The contract, any revised contract, and the names and DRA-certified level of all personnel to be employed under the contract has been first submitted to the DRA for examination; and, (2) No appraisal work shall begin until a copy of this executed contract and the names and DRA-certified level of all personnel to be employed under this contract, has been submitted to NH DRA.

(signature)

James Donchess
Mayor
City of Nashua

Date: _____

(signature)

Raymond Feoli
President,
Inception Technologies, Inc

Date: _____

**EXHIBIT A TABLE OF
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General Terms and Conditions

1. **DEFINITIONS** Unless otherwise required by the context, "Professional Contractor", and its successors, transferees and assignees (together "Professional CONTRACTOR") includes any of the Professional Contractor's Contractors, subcontractors, Contractors, and subContractors

2. **PROFESSIONAL CONTRACTOR STATUS** The parties agree that Professional Contractor shall have the status of and shall perform all work under this contract as a Professional Contractor, maintaining control over all its contractors, subcontractors, consultants, or subconsultants. The only contractual relationship created by this contract is between the City of Nashua and Professional Contractor, and nothing in this contract shall create any contractual relationship between the City of Nashua and Professional Contractor's contractors, subcontractors, consultants, or subconsultants. The parties also agree that Professional 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 Professional 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** Professional Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract. Professional 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 Professional 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, Professional 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 Professional 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 Professional Contractor shall not in any way relieve Professional 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 Professional 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 Professional Contractor shall be and remain liable in accordance with the terms of the contract and applicable law.

Professional 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 Professional Contractor to perform work under this contract. Approved key personnel shall not be taken off of the project by Professional Contractor without the prior written approval of the City of Nashua, except in the event of termination of employment. Professional 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 Professional 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 Professional Contractor's performance under the contract. Professional 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 Professional Contractor should proceed with any or all of the proposed change. If the change causes an increase or a decrease in Professional 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 Professional Contractor for adjustment under this clause shall be asserted in writing within 30 days of the date the City of Nashua notified Professional Contractor of the change.

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

Except as provided in this paragraph, Professional 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 Professional Contractor in the performance of its work under this contract and that such personnel will be available to Professional 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 Professional Contractor with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Finance Committee in a timely manner. The City of Nashua and Professional Contractor also agree to attend all meetings called by the City of Nashua or Professional Contractor to discuss the work under the Contract, and that Professional 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** Professional 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 Professional Contractor. All future questions Professional 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 Professional 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 Professional Contractor prior to having received the City of Nashua's resolution shall be at Professional Contractor's risk and expense. At all times, Professional 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. Professional 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 Professional 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, Professional 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, Professional Contractor shall receive all amounts due and not previously paid to Professional 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 Professional Contractor in the event of a failure by Professional 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. Professional Contractor shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Professional Contractor may terminate the contract on 10 calendar days written notice if, through no fault of Professional Contractor, the City of Nashua fails to pay Professional 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, the Professional 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, Professional Contractor shall receive all amounts due and not previously paid to Professional 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 Professional Contractor's failure. Professional 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 Professional Contractor until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Professional 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 Professional 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 Professional 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 Professional Contractor such that Professional 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 Professional Contractor shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Professional 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 Professional Contractor's principals, officers, employees, agents, subContractors, Contractors, vendors, or suppliers are expressly recognized to be within Professional 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 Professional Contractor Representative. At all times, Professional 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 Finance committee for resolution. If the parties are dissatisfied with the decision of the Finance committee, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Professional Contractor for damages because of hindrances or delays in the progress of the work from any cause, and Professional 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** Professional 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 Professional Liability;
- and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

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

Professional 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. Professional 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, Professional 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 Professional Contractor of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Professional 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.
- ↗ Professional Contractor is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by the Professional Contractor or anyone employed, directed, or supervised by Professional Contractor.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Professional 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 Professional 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. Professional 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 Professional 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 Professional 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 Professional Contractor. Professional Contractor shall have no claim of any sort to the unexpended funds.

14. **COMPENSATION** Review by the City of Nashua of Professional 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 Professional CONTRACTOR to submit additional information. Unless the City of Nashua, in its sole discretion, decides otherwise, the City of Nashua shall pay Professional Contractor in full within 30 days of approval of the submitted monthly invoice forms and progress reports.
15. **COMPLIANCE WITH APPLICABLE LAWS** Professional 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. Professional 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, Professional Contractor agrees to the following terms. Professional 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. Professional 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, Professional 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.

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

In connection with the performance of work under this contract, Professional 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.

Professional 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 Professional Contractor shall constitute a material breach of the contract.

17. **ENDORSEMENT** Professional Contractor shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Contractor or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Professional 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 Professional 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 Administrative Services Division, 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 Professional 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 Professional Contractor's expense, by Professional 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 Professional 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 Professional Contractor in the performance of its obligations under this contract must be retained by Professional 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 Professional Contractor shall promptly remit and deliver the materials, at Professional Contractor's expense, to the City of Nashua. Professional Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Professional Contractor's obligations under this contract without the prior written consent of the City of Nashua.
21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Professional Contractor expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Contractor (including those remitted to the City of Nashua by Professional 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 Professional 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 Professional Contractor. The City of Nashua shall have the right to reproduce any such materials. Notwithstanding any provision to the contrary contained in this Agreement, Professional Contractor shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications to the extent that Professional Contractor identifies each element of all such information to the City of Nashua simultaneously with the provision of the same

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

Professional 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, Professional 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 Professional Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Contractor with a written list of work not completed. With respect to work listed by the city of Nashua as incomplete, professional 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 Division of Administrative Services, mayor or other designated official accepts and approves the notice of completion.
23. **TAXES** Professional 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. Professional 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** Professional 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. Professional 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 Professional Contractor. If any such interest comes to the attention of Professional Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Professional 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. Professional 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 Professional 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, Professional Contractor shall refund to the City of Nashua any profits realized under this contract, and Professional 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.

Professional Contractor warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Professional 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 or 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 Professional 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 Professional 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 Professional 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 to
AGREEMENT
BETWEEN
THE OWNER
AND CONTRACTOR**

PROPERTY CARD SCANNING PROPOSAL

**SCOPE OF SERVICES, CONTRACT TIME, FEE SCHEDULE PROFESSIONAL
CONTRACTING SERVICES**

This is an exhibit attached to and made part of the Agreement dated July 15, 2020 between Inception Technologies, Inc (CONTRACTOR) and the City of Nashua, New Hampshire (OWNER).

This exhibit describes the Scope of Services, Contract Time, and Fee Schedule for the project known as the Property Card Scanning Proposal.

1.0 Scope of Work

Please see attached.

2.0 Contract Fixed Fee Schedule

Please see attached.

3.0 Fee Schedule, Compensation and Invoicing

Services shall be billed upon satisfactory completion.
Invoices shall be submitted by Paper Copies via US Mail to:

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

Or Electronically via email to VendorAPInvoices@NashuaNH.gov and must contain the Purchase Order Number.

Statement of Work

This Statement of Work contains the tasks and responsibilities required for completion of the conversion/capture processes to be performed by Inception Technologies for the customer. There are assumptions being made as well for this project that could impact pricing if these change. The following assumptions were made

- Property cards are single page documents with few staples
- Property cards are single sided documents
- Documents will be indexed by Map XXX and Lot XXX with 3 characters for each field
- Database with Map, Lot, Street Number, Street Name and Owner will be provided to minimize data entry

Client Obligations:

- Boxing of documents
- Provide Manifest of documents or folders
- Preparation of documents as described below
- Provide a Point of Contact for the Project

Proposed Workflow:

In order to begin the Document Conversion Process, the customer will need to prepare the files to be sent out to the Inception Technologies as follows:

Prior to transferring the files to Inception Technologies, it is strongly recommended that the customer create a manifest detailing the contents of each box. This ensures that the customer will be able to track which documents Inception Technologies has to facilitate expedited return of documents if required.

Inception Technologies Operations Management team will work with the customer's project team to develop a mutually convenient pick-up and delivery schedule. Depending on the time-sensitivity of the project and the current workload in the Inception Technologies Production Facility, multiple pick-ups may be scheduled.

Upon receipt of the documents, Inception Technologies will log the total number of boxes in each shipment, label each box with an ID and record Box ID (at Inception Technologies Imaging facility) in our Production Control system. The customer can login to our Portal to check the status of a project or schedule another pickup. Once the boxes are received at our production facility, they are

logged into our Production Control System and processed as follows:

Document Preparation:

Documents must first be prepared to make them "scan ready". Inception Technologies personnel will remove any fasteners or clips, align documents, identify and tag illegible documents, and tape ripped documents with clear Scotch tape. Because some pages will be of various sizes Inception Technologies staff will, where appropriate, tape smaller pages to an 8 ½" x 11" piece of paper to ensure uniformity at the scanner stations. All sticky notes and other non-standard pages will be prepared and scanned unless they are blank, in which case they will be removed and discarded.

Document Scanning:

The documents will be scanned at 200 Dots per Inch (200 DPI). These procedures involve analyzing the documents to be scanned to determine the correct threshold to yield the best image, scanning the documents, creating a PDF image and utilizing Perfect Page processing software to enhance the scanned image to assure the highest possible quality for each image.

Quality Control:

Inception Technologies personnel will review each image captured to verify image quality and data integrity. Objectives for this review include Readability, Skew, Border removal, Multi-Page feeds, and Document Separation. If any errors are found, Inception Technologies will re-scan these documents, ensuring that all pages scanned are of consistently high quality.

Document Indexing/Verification:

Inception Technologies will manually tag each document/folder. Customer has specified that the documents will need to be tagged/indexed. The indexing structure will be based on Company, Year, and Vendor.

Document Load/Ingest:

Upon the completion of the Indexing Process, Inception Technologies will create a series of Image Files and upload image to an External USB Hard drive or CD/DVD's. Inception could host documents in our Doctanium Cloud Services to provide online search and retrieval of documents.

Document Disposition

Upon the completion of any conversion project, Inception Technologies provides all clients with 60 days of free document storage of the original Documents. Prior to beginning any conversion project, Inception Technologies requires that the customer determine the eventual disposition of the files. Options include having the documents returned, transitioned for long-term storage, or securely destroyed.

Security

All of Inception Technologies employees are focused on maintaining the highest level of physical and digital security possible. We constantly review and test our physical security procedures and network vulnerability to ensure that all documents and data are safe and highly secure. Below are the processes and security controls we incorporate.

Production Site Physical Security

Our production facility is located in a modern, 6,000 square foot, fully alarmed building with 16 Camera's providing full video coverage of the facility and your documents. Documents are secured each night in a segregated area of our facility. All locks are coded and require a valid code to enter into each area. Our security locks audit and tracks each entry into an area.

Inception Technologies Production Control System

The Inception Technologies Production Control System (PCS) individually tracks each box as they move through the production process. All boxes of incoming documents or media are logged and a label is printed to track each box as it moves through the imaging process.

Data Security

Inception Technologies employs the following procedures for maximum security of our customers' confidential information:

- Employment of Dual redundant RAID 5 server configuration
- File servers in production are located in a secure data center with limited access to select IT staff only.
- All production servers and workstations are monitored and protected by our state-of-the-art firewall and intrusion monitoring and reporting systems. In addition, all servers and workstations are protected with antivirus software.
- Employee access to client data is tightly controlled at both the application level and file access level.
- Database information in process is password protected at both the Client and Server levels

600,000 Pages of Property Cards

Conversion Services

Item	Description	Price	Qty	Ext. Price
INCEPT-Prep	Inception Technologies Document Prep Services Document Prep Services for scanning Paper documents including removing paperclips, staples and fasteners. Document Prep may include insertion of barcode or separator sheets to identify new documents.	\$21.52	650	\$13,988.00
INCEPT-P2D	Inception Technologies Document Scanning Services Paper Document Scanning Services converting Standard size documents to digital format. Pricing for documents up to 11 x17 inches. Documents can be converted to any standard image format including Tiff, PDF, Searchable PDF, JPG or other Format	\$0.031	800000	\$24,800.00
INCEPT INDEX	Inception Technologies Document Indexing Services Document Indexing Services - tagging and indexing documents to customer specifications and defined fields. Customer can define as many fields as needed. Pricing is by the keystroke or character captured.	\$0.007	1000000	\$7,000.00
INCEPT-WIDEBW-54	Inception Wide Format Scanning Services up to 54 in. Bitonal Document Scanning Services converting Wide Format or Engineering Drawings to digital format in bitonal (black and white). Pricing for documents up to 54 inches wide. Documents can be converted to any standard image format including Tiff, PDF, Searchable PDF, JPG or other Format	\$0.95	1000	\$950.00
INCEPT-REPrep	Inception Technologies Document Re-Prep Services Document Re-Prep Services for scanning Paper documents. Documents will be reassembled into original folders and boxes to the best of our ability. This may include the removal of barcode or separator sheets.	\$21.50	300*	\$6,450.00
The following services below are optional and can be added if desired.				
incept-recstore	Inception Technologies Records Storage Services Record Storage services for long term archive of documents in our secure facility. Price is per 1.2 cubic feet minimum of 200 cubic feet per customer.	\$0.60	1*	\$0.60
INCEPT-Shred	Inception Technologies Document Shredding Services Inception Technologies provides Secure Document Shredding Services with a full audit of the process and a Certificate of Destruction. Pricing is by the pound.	\$0.15	1*	\$0.15

Conversion Services

Item	Description	Price	Qty	Ext. Price
INCEPT-DISC	Inception Technologies delivery media on CD/DVD Delivery media on CD/DVD of images captured and processed. Price is per copy of the media.	\$25.00	1*	\$25.00
INCEPT-HD	Inception Technologies delivery media on HD Delivery media on USB Hard Drive of images captured and processed. Price is per drive	\$99.00	1*	\$99.00
INCEPT-ENCHD	Inception Technologies delivery of encrypted HD Delivery media on USB Hard Drive of images captured and processed. Price is per drive. Hard Drive utilizes hardware encryption key with keypad.	\$299.00	1*	\$299.00

Any additional project requirements identified may increase or decrease pricing based on the customer's changes.

This is an estimate only final count will prevail.

Subtotal: **\$46,738.00**

Hosted Services

Item	Description	Price	Qty	Ext. Price
DW CLD P2	DocuWare Cloud Professional II DocuWare Cloud Professional II -This package contains 15 Named Client licenses and 50 GB storage available for documents. One Year Subscription	\$9,900.00	1	\$9,900.00
COVID19	Inception Relief Package for Organizations needing to Digitize Due to the impact of the COVID 19 Virus, Inception Technologies is offering a special discount for customers that are trying to make that Digital Transformation. When a customer contracts Inception Technologies to convert analog documents to digital files for \$9,000 or more, Inception will provide a One year cloud system as part of the package. This is a value of \$4,200 for the Base system with 3 Users, 1 Admin and 20 GB of storage	(\$4,200.00)	1	(\$4,200.00)

Hosted Services

Item	Description	Price	Qty	Ext. Price
DocuWare Base System includes all of DocuWare's software modules including the following:				
<ul style="list-style-type: none"> • Electronic Forms • Search and Retrieve Documents • Multi-faceted Security for Users, Groups and Roles • Document Workflow Engine • MS Office and Outlook Module • Document Retention and Audit Reporting • DocuWare Mobile App for Android and IOS 				

Subtotal: **\$5,700.00**

Professional Services

Item	Description	Price	Qty	Ext. Price
INCEPT-PRFSRVHR -20	Inception Professional Services Hourly Rate Inception Technologies Professional Services Hourly Rate for Block of 20 Hours	\$3,500.00	2	\$7,000.00

Subtotal: **\$7,000.00**

77 Sundial Ave Suite 403W
Manchester, NH 03103
www.inceptiontech.com
603-222-2202



Property Card Scanning Proposal



Prepared by:
Inception Technologies Inc.
Raymond Feoli
603-703-0223
Fax 603-625-1262
rfeoli@inceptiontech.com

Prepared for:
City of Nashua, NH
City of Nashua, NH Central Purchasing
Department P
Nashua, NH
Bruce Codagnone
Codagnoneb@nashuanh.gov
(603) 589-3304

Quote Information:
Quote #: RF001345
Version: 3
Delivery Date: 06/18/2020
Expiration Date: 07/17/2020

Quote Summary

Description	Amount
Conversion Services	\$46,738.00
Hosted Services	\$5,700.00
Professional Services	\$7,000.00
	Subtotal: \$59,438.00
	Shipping: \$200.00
	Total: \$59,638.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____



THE CITY OF NASHUA

Administrative Services
Purchasing Department

"The Gate City"

July 8, 2020
Memo #21-007

TO: Mayor Donchess
Finance Committee

SUBJECT: Purchase of Assessing Contractor

Please see attached communications from Kim Kleiner, Director of Administrative Services dated July 7, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Consultant – Assessing Supervisor
Value: \$124,800
Vendor: Rex A Norman CAE of Windham NH
Department: Assessing
Source Fund: General Fund

Ordinance: 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.

Administrative Services, Assessing Department and Purchasing respectfully request your approval of this contract.

Regards,
Kelly Parkinson
Purchasing Manager

Cc: K Kleiner
J Graziano



THE CITY OF NASHUA

Administrative Services Division

"The Gate City"

To: Mayor Donchess
Finance Committee

From: Kim Kleiner, Director of Administrative Services

Date: July 7, 2020

Subject: Consultant -Assessing Supervisor

The City of Nashua has been searching for a Chief Assessor for approximately a year with few qualified applicants. The contract with Mr. Norman will bring a qualified, experienced professional with assessing supervisor certification issued by the NH Department of Revenue, to provide oral and written technical assistance and guidance to the department. In addition, Mr. Norman will provide accurate and concise reports on municipal appraisal procedures and advise management of questionable techniques.

Mr. Norman is familiar with the department and our CAMA system having worked in Nashua from 1995 to 1999 and serving on the Nashua Board of Assessors from 2000-2003. A well respected Certified General Real Estate Appraiser, Mr. Norman is also a member of the International and NH Association of Assessing Officials.

Also as part of the scope of the agreement, Mr. Norman will supervise the staff's assessment activity, abatement review analysis, and provide technical advice to the assessing staff, municipal officials and city counsel.

We ask for the committee's approval of the contract with Mr. Norman, CAE in an amount not to exceed \$124,800.



CONTRACT FOR PROFESSIONAL SERVICES

MUNICIPAL APPRAISAL WORK – ASSESSING SUPERVISOR

A CONTRACT BETWEEN

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

AND

REX A. NORMAN, CAE

and its successors, transferees and assignees (together “Professional Consultant”)

PROFESSIONAL CONSULTANT

Po Box 4222,

Windham, NH 03087

ADDRESS OF CONSULTANT

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

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

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

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

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

Exhibit A--General Conditions for Contracts

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

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

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

2. WORK TO BE PERFORMED Except as otherwise provided in this contract, Professional Consultant shall furnish all services, equipment, and materials and shall perform all operations necessary and

required to carry out and perform in accordance with the terms and conditions of the contract the work described.

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

4. COMPENSATION. Professional Consultant agrees to perform the work for a total cost not to exceed **One Hundred Twenty Four Thousand Eight Hundred Dollars (\$124,800.00)**

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

➤ Electronically via email to VendorAPInvoices@NashuaNH.gov

OR

➤ Paper Copies via US Mail to:

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

Please do not submit invoices both electronically and paper copy.

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

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

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

The City of Nashua will pay for work satisfactorily completed by Professional Consultant. The City of Nashua will pay Professional Consultant 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:

Kim Kleiner
Director of Administrative Services
229 Main Street
Nashua, NH 03060

REPRESENTATIVE:

Rex. A Norman,
CAE
PO Box 4222,
Windham, NH 03087

Any notice required or permitted under this contract, if sent by United States mail, shall be deemed to be given to and received by the addressee thereof on the third business day after being deposited in the mail. The City of Nashua or Professional Consultant 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.

By signing the contract, Contractor attests that pursuant to RSA 21-J:1 I and Rev 602.01 (c) & (d): (1) The contract, any revised contract, and the names and DRA-certified level of all personnel to be employed under the contract has been first submitted to the DRA for examination; and, (2) No appraisal work shall begin until a copy of this executed contract and the names and DRA-certified level of all personnel to be employed under this contract, has been submitted to NH DRA.

(signature)

*James Donchess, Mayor
Mayor
City of Nashua*

Date: _____

(signature)

Rex A. Norman, CAE

Date: _____

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General Terms and Conditions

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

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

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

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

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

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

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

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Professional Consultant in the performance of its work under this contract and that such personnel will be available to Professional Consultant for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Professional Consultant with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Finance Committee in a timely manner. The City of Nashua and Professional Consultant also agree to attend all meetings called by the City of Nashua or Professional Consultant to discuss the work under the Contract, and that Professional Consultant may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.
7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES** Professional Consultant warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Professional Consultant. All future questions Professional Consultant may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Professional Consultant's question or position. The City of Nashua representative shall render a decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work

affected by a conflict, error, omission, or discrepancy which has been performed by Professional Consultant prior to having received the City of Nashua's resolution shall be at Professional Consultant's risk and expense. At all times, Professional Consultant shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Professional Consultant is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. TERMINATION OF CONTRACT

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

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

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

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

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

B. TERMINATION FOR CAUSE This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Professional Consultant in the event of a failure by Professional Consultant 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. Professional Consultant shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Professional Consultant may terminate the contract on 10 calendar days written notice if, through no fault of Professional Consultant, the City of Nashua fails to pay Professional Consultant 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, the Professional Consultant 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, Professional Consultant shall receive all amounts due and not previously paid to Professional Consultant 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 Professional Consultant's failure. Professional Consultant 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 Professional Consultant until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Professional Consultant must be submitted to the City of Nashua within 30 days of the effective date of the notice of termination.

If after termination for the failure of Professional Consultant 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 Professional Consultant 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 Professional Consultant such that Professional Consultant 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 Professional Consultant shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Professional Consultant assigned to the performance of the contract.

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

9. **DISPUTE RESOLUTION** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a Professional Consultant Representative. At all times, Professional Consultant 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 Finance committee for resolution. If the parties are dissatisfied with the decision of the Finance committee, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

10. **NO DAMAGES FOR DELAY** Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Professional Consultant for damages because of hindrances or delays in the progress of the work from any cause, and Professional Consultant agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.
11. **INSURANCE** Professional Consultant 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 Professional Liability;
- ↗ and Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

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

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

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- ↗ If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Professional Consultant must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
 - ↗ The specified insurance requirements do not relieve Professional Consultant of its responsibilities or limit the amount of its liability to the City of Nashua or other persons, and Professional Consultant is encouraged to purchase such additional insurance, as it deems necessary.

- ↗ The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- ↗ Professional Consultant is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by the Professional Consultant or anyone employed, directed, or supervised by Professional Consultant.

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

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

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

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

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

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

Without limitation of the foregoing, Professional Consultant'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.

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

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

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

17. **ENDORSEMENT** Professional Consultant shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Consultant or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Professional Consultant 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 Professional Consultant 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 Administrative Services Division, 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 Professional Consultant in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Professional Consultant's expense, by Professional Consultant to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Professional Consultant, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Consultant in the performance of its obligations under this contract must be retained by Professional Consultant for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Professional Consultant shall promptly remit and deliver the materials, at Professional Consultant's expense, to the City of Nashua. Professional Consultant shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Professional Consultant's obligations under this contract without the prior written consent of the City of Nashua.
21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Professional Consultant expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Consultant (including those remitted to the City of Nashua by Professional Consultant 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 Professional Consultant in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Professional Consultant. The City of Nashua shall have the right to reproduce any such materials. Notwithstanding any provision to the contrary contained in this Agreement, Professional Consultant shall retain sole ownership to its preexisting information including but not limited to computer programs, software, standard details, figures, templates and specifications to the extent that Professional Consultant identifies each element of all such information to the City of Nashua simultaneously with the provision of the same

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

Professional Consultant 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, Professional Consultant shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Professional Consultant in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Consultant with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Consultant 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 Division of Administrative Services, mayor or other designated official accepts and approves the notice of completion.
23. **TAXES** Professional Consultant shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Professional Consultant 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** Professional Consultant shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Professional Consultant warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Professional Consultant. If any such interest comes to the attention of Professional Consultant at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Professional Consultant also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Professional Consultant further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

Professional Consultant warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Professional Consultant 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 Professional Consultant, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Professional Consultant.
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 Professional Consultant. 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 to
AGREEMENT
BETWEEN
THE OWNER
AND CONSULTANT**

MUNICIPAL APPRAISAL WORK – ASSESSING SUPERVISOR

**SCOPE OF SERVICES, CONTRACT TIME, FEE SCHEDULE PROFESSIONAL
CONSULTANTING SERVICES**

This is an exhibit attached to and made part of the Agreement dated **July 15, 2020** between Rex A. Norman CAE (CONSULTANT) and the City of Nashua, New Hampshire (OWNER).

This exhibit describes the Scope of Services, Contract Time, and Fee Schedule for the project known as the MUNICIPAL APPRAISAL WORK – ASSESSING SUPERVISOR

1.0 The Basic Services of a CONSULTANT as described in Article 2 of said agreement as amended and supplemented as follows:

Scope of Work

This project involves consulting with the Administrative Services Division, Assessing Office and City Counsel and providing technical assistance as needed.

Tasks may include, but are not limited to:

Rev 602.02 Scope of Municipal Appraisal Work Contract.

Scope of Work - "Supervise" To observe and direct the execution of required tasks -

Under Rev 602.02(a) (6)

- Provide oral and written technical assistance, advice and guidance in the areas of assessing, appraising or equalization to municipal officials, city counsel or independent municipal appraisers. Recommends improvement in these areas as needed.
 - Monitor municipal appraisal activities in the revaluation to ensure accurate and consistent appraisal techniques are being practiced. Meets with city officials to discuss deficiencies in appraisal procedures as needed. Offers constructive and reasonable alternatives to correct such deficiencies.
 - Provides accurate and concise reports on municipal appraisal procedures. Advises management of questionable appraisal techniques.
1. Supervise Staff's assessment activity. The review should determine:
 - a. Compliance with Assessing Standards Board Administrative Rules Asb 300;
 - b. Compliance with Department of Revenue Administration (DRA) Administrative Rules Rev 600;and
 - c. Compliance with any applicable State Statutes.
 2. Supervise Staff's abatement review analysis & documentation to determine:
 - a. Compliance with Assessing Standards Board Administrative Rules Asb 300;
 - b. Compliance with the Department of Revenue Administration (DRA) Administrative Rules Rev 600;and
 - c. Compliance with any applicable State Statutes.
 3. Provide technical advice to Assessing Staff
 - a. Data collection (Rev 601.17)
 - b. Assessment (Rev 601.07)
 - c. In-house work plan (Rev 601.29)
 - d. Abatement review (Rev 601.01)

4. Duties performed - as may be necessary:
 - a. Site visits
 - b. Provide written opinion on USPAP compliance of appraisal work submitted
 - c. Defense of values, testimony at BTLA and/or Superior Court hearings
 - d. Discussion with residents/taxpayers, state or municipal officials on assessments and appraisals or procedures.

2.0 Contract Fixed Fee Schedule

The period of service for the professional services described above shall commence upon execution of this Contract.

The city can terminate this contract at any time in its sole discretion, and is obligated to pay the contractor for his services up to that date

The contractor will be paid a fixed fee of \$2400.00 per week.

3.0 Fee Schedule, Compensation and Invoicing

Services shall be billed monthly.

Invoices shall be submitted by Paper Copies via US Mail to:

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

Or Electronically via email to VendorAPInvoices@NashuaNH.gov and must contain the Purchase Order Number.

NH DEPARTMENT OF REVENUE ADMINISTRATION
MUNICIPAL AND PROPERTY DIVISION
Approved DRA-Certified Personnel

First Name	Last Name	Certification Level	Certification Expiration Date	Time Extension Requested	Extension End Date
Lee Ann	Moynihan	DRA-Certified Property Assessor	December 31, 2024		
John	Mudge	Measure and Lister Trainee	Date Not Applicable		
Lisa	Mudge	DRA-Certified Property Assessor	December 31, 2024		
Christina	Murdough	DRA-Certified Property Assessor Supervisor	December 31, 2021		
Dawn Calley	Murdough	DRA-Certified Building Measurer and Lister	December 31, 2020		
Monique	Newcomb	DRA-Certified Property Assessor Assistant	December 31, 2024		
Martha	Noel	DRA-Certified Property Assessor Supervisor	December 31, 2021		
Rex	Norman	DRA-Certified Property Assessor Supervisor	December 31, 2021		
Timothy M.	Northcott	DRA-Certified Property Assessor Supervisor	December 31, 2020		
Eric S.	Ober	DRA-Certified Building Measurer and Lister	December 31, 2022		
Samuel	O'Clair	DRA-Certified Building Measurer and Lister	December 31, 2020		
Michael	O'Leary	DRA-Certified Property Assessor Assistant	December 31, 2020		
Joshua	O'Leary	DRA-Certified Building Measurer and Lister	December 31, 2021		
Christopher	Olmsted	DRA-Certified Property Assessor Assistant	December 31, 2022		
Richard	Olson	DRA-Certified Building Measurer and Lister	December 31, 2024		
Brenda	Pabon	DRA-Certified Property Assessor Assistant	December 31, 2023		
Jean E.	Packard	DRA-Certified Property Assessor Assistant	December 31, 2023		
Michael	Pelletier	DRA-Certified Property Assessor Supervisor	December 31, 2020		
Normand	Pelletier	DRA-Certified Property Assessor Supervisor	December 31, 2022		
Cindy L.	Perkins	DRA-Certified Property Assessor Supervisor	December 31, 2023		
June	Perry	DRA-Certified Property Assessor Supervisor	December 31, 2021		
Michael	Pietraskiewicz	DRA-Certified Property Assessor	December 31, 2022		
Nancy G.	Pinette	DRA-Certified Building Measurer and Lister	December 31, 2023		
Mary E.	Pinkham-Langer	DRA-Certified Property Assessor Supervisor	December 31, 2024		
Mark F.	Pomykacz	DRA-Certified Property Assessor Assistant	December 31, 2022		
Lee Ann	Provencher	DRA-Certified Property Assessor Supervisor	December 31, 2020		
Gerard J.	Quintal	DRA-Certified Property Assessor	December 31, 2020		
Charles	Reese	DRA-Certified Property Assessor Supervisor	December 31, 2021		
James W	Rice	DRA-Certified Property Assessor Supervisor	December 31, 2022		
Jonathan	Rice	DRA-Certified Property Assessor Supervisor	December 31, 2021		
Gary J.	Roberge	DRA-Certified Property Assessor Supervisor	December 31, 2021		
Evan	Roberge	DRA-Certified Property Assessor Supervisor	December 31, 2022		
Chad	Roberge	DRA-Certified Property Assessor Supervisor	December 31, 2023		
Galen C.	Robinson	DRA-Certified Building Measurer and Lister	December 31, 2022		
Kevin	Rodgers	DRA-Certified Building Measurer and Lister	December 31, 2020		
Kenneth J.	Rodgers	DRA-Certified Property Assessor Supervisor	December 31, 2022		
Douglas	Rollins	DRA-Certified Property Assessor Assistant	December 31, 2021		
Michael	Rotast	DRA-Certified Property Assessor Supervisor	December 31, 2023		
Christopher	Ruel	DRA-Certified Property Assessor Supervisor	December 31, 2024		
Alison R.	Rush	DRA-Certified Building Measurer and Lister	December 31, 2023		
Joseph	Russell	DRA-Certified Building Measurer and Lister	December 31, 2024		
George	Sansoucy	DRA-Certified Property Assessor Supervisor	December 31, 2021		
Austin J.	Sansoucy	DRA-Certified Building Measurer and Lister	December 31, 2021		
Thomas A.	Sargent	DRA-Certified Property Assessor Supervisor	December 31, 2021		
Daniel J.	Scalzo	DRA-Certified Property Assessor Assistant	December 31, 2022		
Sandra A.	Schmucki	DRA-Certified Property Assessor Supervisor	December 31, 2024		
Dale	Schofield	DRA-Certified Property Assessor Supervisor	December 31, 2021		
Sue	Serino	DRA-Certified Property Assessor Assistant	December 31, 2024		
Josh	Seymour	DRA-Certified Building Measurer and Lister	December 31, 2024		
Verna E.	Sharpe	DRA-Certified Property Assessor Supervisor	December 31, 2022		

REX A. NORMAN, CAE

PROFESSIONAL EXPERIENCE

COMMUNITY DEVELOPMENT DIRECTOR: Town of Windham, New Hampshire

November 2016 to the present

Responsible for policy development, program planning, budget management, administration, and operational direction of the Community Development Department, with an emphasis on economic development consistent with the Master Plan. Provides leadership in the formulation, implementation, execution and management of community and economic development strategies and policies. Markets the Town of Windham and provides guidance to individuals and companies to establish, relocate, or expand their businesses within the community. Creates/oversees activities, programs, strategies or policies aimed at retaining existing Windham businesses. Responsible for accomplishing department objectives and goals within guidelines established by the Board of Selectmen and Town Administrator.

VALUATION & MEDIATION CONSULTANT: Rex Norman, CAE

January 2015 to the present

Municipal projects include budget & operational analysis; Mass appraisal modeling & forensic review; USPAP report documentation & abatement mediation. Private sector projects include appraisals & revenue impact studies for development.

TOWN ASSESSOR: Town of Windham, New Hampshire

February 1999 to December, 2014

Responsible for assessing department administration, including property appraisal, yield tax, tax exemptions/credits, abatements, MS-1, and assessment performance analysis. Certified by New Hampshire DRA to exercise general supervision of revaluation projects; conduct sales surveys and establish base values for land and buildings. Qualified as Expert Witness in Rockingham Superior Court & the NH Board of Tax and Land Appeals.

ASSESSOR II: City of Nashua, New Hampshire

July 1995 to February 1999

Responsible for the appraisal of income-producing properties, including Current Use properties and the review of residential assessments. Participated in assessment performance analysis and conducted abatement hearings. Qualified as Expert Witness in Hillsborough County Superior Court and at the BTLA.

APPRAISER: Remis Associates, Inc., Marblehead, Massachusetts

March 1986 to July 1995

Appraisal Manager; Appraised commercial, industrial, mixed-use and special purpose property. Assignments included the evaluation of vacant land, residential, and condominium property. Experienced in feasibility studies, land development, contamination and conservation issues. Supervised appraisal staff and managed satellite offices in South Weymouth and Nantucket, Massachusetts. Qualified as Expert Witness in Essex, Suffolk, and Nantucket County Courtrooms.

REX A. NORMAN, CAE

PROFESSIONAL LICENSES/AFFILIATIONS

Certified General Real Estate Appraiser:

New Hampshire License #384 [*Retired 10/31/16*]

NH Department of Revenue Certified Assessor Supervisor [Exp. 12/31/2021]

Member: INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS
NH State Representative to IAAO: 2010 – Current
Designation – Certified Assessment Evaluator - #1146 Retired

Member: NEW HAMPSHIRE ASSOCIATION OF ASSESSING OFFICIALS
President – 2010
Designation - Certified New Hampshire Assessor - #112 Retired

PROFESSIONAL AFFILIATIONS

Member: NH Lakes Management Advisory Committee, Municipal Official, 2018 -

Member: IAAO Public Utilities Section, 2002 - 2016

Member: Northeastern Association of Assessing Officers 2003 - 2016

Member: Massachusetts Association of Assessing Officers 2002 - 2015

Member: Assessing Standards Board, State of New Hampshire 2001-2003

Member: Board of Assessors, CITY OF NASHUA, NH 2000-2003

EDUCATION

FRANKLIN PIERCE COLLEGE - Rindge, NH

Bachelors Degree in Financial Management – 1990

*** *Specialized Appraisal Courses & Real Estate Seminars***

- As required for Appraiser licensing and professional membership certification – A minimum of 14 pre-approved hours of continuing education annually with 7 hours National Uniform Standards of Professional Appraisal Practice (USPAP) included every two years.

- International Association of Assessing Officials
- Appraisal Institute
- New Hampshire Association of Assessing Officers
- Northeast Regional Association of Assessing Officials
- New Hampshire Department of Revenue
- National Association of Independent Fee Appraisers
- Massachusetts Board of Real Estate Appraisers
- Massachusetts Association of Assessing Officials
- The Lincoln Institute of Land Policy- Cambridge, MA



THE CITY OF NASHUA

Administrative Services
Purchasing Department

"The Gate City"

July 8, 2020
Memo #21-009

TO: Mayor Donchess
Finance Committee

SUBJECT: Purchase of City of Nashua Master Plan

Please see attached communications from Sarah Marchant, Director of Community Development dated June 29, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Citywide 2020 Master Plan
Value: \$200,249
Vendor: Utile Design
Department: Community Development
Source Fund: Master Plan Fund (FY20 & FY21 budgets)

Ordinance: 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.

Community Development and Purchasing respectfully request your approval of this contract.

Regards,

Kelly Parkinson

Purchasing Manager

Cc: S Marchant
J Graziano



City of Nashua

Community Development Division

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

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: June 29, 2020

To: John Griffin, CFO; Kelly Parkinson, Purchasing Manager

From: Sarah Marchant, Director Community Development Division

Re: Contract Professional Services for the Citywide 2020 Master Plan

The Community Development Division issued RFQ0265-021420 to request qualifications from qualified consultant teams with considerable experience in urban design, land use and transportation planning, economic analysis, natural resources, arts and cultural resources, equity, sustainability, resiliency and community engagement to update the City's Master Plan. The new, updated plan will provide the City's elected and appointed officials, property owners, businesses, developers, non-profits, institutions, residents and staff on the appropriate vision and redevelopment of Nashua with a clear direction and image for its future, the strategies and tactics needed to achieve that vision in an easy-to-read and legally defensible document.

A committee including Mayor Jim Donchess, Cheryl Lindner, Tim Cummings, Julie Chizmas, and Sarah Marchant from City Staff and Scott LeClair, Planning Board Chair, reviewed the proposals and evaluated each proposal based on the following criteria: 1. The professional and ethical reputation of the consulting team. 2. The consulting team's demonstrated qualifications and expertise in performing the services required. 3. The qualifications and experience of the staff that will oversee the project. 4. The extent to which the services offered most closely match the City's needs. 5. The past record of performance with projects with respect to quality of work, control of costs, and ability to meet schedules. 6. References from past clients.

Utile Design was chosen unanimously for their comprehensive proposal including reputation, experience, design skills, public participation process, professional team including environmental engineering, economic development, housing, transportation and mobility; and focus on equity, resilience and climate protection. The contract includes project initiation, data collection and review of existing conditions, future trends analysis, public visioning & engagement, plan development and finally implementation planning. The project is expected to take 12 to 15 months, to be followed by an update of the Land Use code.

The Community Development Division recommends awarding the contract for comprehensive professional consulting for the citywide 2020 Master Plan to Utile Design in the amount of \$200,249.00.



CONTRACT FOR PROFESSIONAL SERVICES

PROFESSIONAL SERVICES CONTRACT FOR 2020 MASTER PLAN

A CONTRACT BETWEEN

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

Utile Design, 115 KINGSTON STREET, BOSTON, MA 02111

and its successors, transferees and assignees (together "Professional Engineer")

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

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

WHEREAS, Utile Design and the Team represented in the Response to RFP#0265-021420 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
- Exhibit C -- Fee Schedule

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

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

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

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

4. COMPENSATION. Professional Engineer agrees to perform the work for a total cost not to exceed Two hundred thousand, two hundred forty nine dollars (\$ 200,249.00)

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

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

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

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

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

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

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

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

CITY OF NASHUA REPRESENTATIVE:

Community Development Division
Sarah Marchant, Director
229 Main Street, PO Box 2019
Nashua, NH 03060

UTILE DESIGN REPRESENTATIVE

Utile Design
Tim Love, Principal In Charge
115 Kingston Street
Boston, MA 02111

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

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

City of Nashua, NH (signature)

Utile Design(signature)

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

(Printed Name and Title)

Date

Date

**EXHIBIT A
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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, "Professional Engineer", and its successors, transferees and assignees (together "Professional Engineer") includes any of the Professional Engineer's consultants, sub consultants, contractors, and subcontractors

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

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

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

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

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

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

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Professional Engineer in the performance of its work under this contract and that such personnel will be available to Professional Engineer for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Professional Engineer with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City of Nashua and Professional Engineer also agree to attend all meetings called by the City of Nashua or Professional Engineer to discuss the work under the Contract, and that Professional Engineer may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.
7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES** Professional Engineer warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Professional Engineer. All future questions Professional Engineer may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Professional Engineer's question or position. The City of Nashua representative shall render a

decision within 15 calendar days. The City of Nashua's decision on the matter is final. Any work affected by a conflict, error, omission, or discrepancy which has been performed by Professional Engineer prior to having received the City of Nashua's resolution shall be at Professional Engineer's risk and expense. At all times, Professional Engineer shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination of the City of Nashua. Professional Engineer is responsible for requesting clarification or interpretation and is solely liable for any cost or expense arising from its failure to do so.

8. TERMINATION OF CONTRACT

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

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

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

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

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

B. TERMINATION FOR CAUSE This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Professional Engineer in the event of a failure by Professional Engineer to adhere to 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. Professional Engineer shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Professional Engineer may terminate the contract on 10 calendar days written notice if, through no fault of Professional Engineer, the City of Nashua fails to pay Professional Engineer for 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, Professional Engineer 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, Professional Engineer shall receive all amounts due and not previously paid to Professional Engineer for work satisfactorily completed in accordance with the contract prior to the date of the notice, less all previous payments. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work. Any such payment may be adjusted to the extent of any additional costs occasioned to the City of Nashua by reasons of Professional Engineer's failure. Professional Engineer shall not be relieved of liability to the City of Nashua for damages sustained from the failure, and the City of Nashua may withhold any payment to the Professional Engineer until such time as the exact amount of damages due to the City of Nashua is determined. All claims for payment by the Professional Engineer must be submitted to the City of Nashua within 30 days of the effective date of the notice of termination.

If after termination for the failure of Professional Engineer to adhere to any of the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, complete or make sufficient progress on the work in a timely and professional manner, it is determined that Professional Engineer had not so failed, the termination shall be deemed to have been a termination at will. In that event, the City of Nashua shall, if necessary, make an adjustment in the compensation paid to Professional Engineer such that Professional Engineer 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 Professional Engineer shall cease conducting business, the City of Nashua shall have the right to solicit applications for employment from any employee of the Professional Engineer assigned to the performance of the contract.

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

9. **DISPUTE RESOLUTION** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and a Professional Engineer Representative. At all times, Professional Engineer shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute

as described above within 30 days, if requested in writing by either the City of Nashua or the Professional Engineer, the parties shall attempt to resolve the dispute, by entering in structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by the agreement of the parties. If the dispute cannot be settled within a period of thirty (30) calendar days with the mediator the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

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

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

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

Professional Engineer shall maintain in effect at all times during the performance under this contract all specified insurance coverage with insurers. None of the requirements as to types and limits to be maintained by Professional Engineer are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Professional Engineer under this contract. The City of Nashua shall not maintain any insurance on behalf of Professional Engineer. Professional Engineer shall require Subcontractors to carry appropriate and lawful amounts of insurance for the services they are providing. Professional Engineer will ensure compliance with this section and shall receive valid certificates of insurance from all Subcontractors as proof that coverage is in place.

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

- All deductibles and self-insured retentions shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than \$2,000,000 are imposed on bodily injury and property damage, Professional Engineer must maintain umbrella liability insurance of at least \$1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Professional Engineer of its responsibilities or limit the amount of its liability to the City of Nashua or other

persons, and Professional Engineer is encouraged to purchase such additional insurance, as it deems necessary.

- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Professional Engineer is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Professional Engineer or anyone employed, directed, or supervised by Professional Engineer.

12. **INDEMNIFICATION** Regardless of any coverage provided by any insurance, Professional Engineer agrees to indemnify and shall hold harmless the City of Nashua, its officials, employees and authorized representatives and their employees from and against any and all actions, legal or administrative proceedings, arbitrations, damages, liabilities, interest, reasonable attorney's fees, costs and expenses of any kind or nature in any manner caused, occasioned, or contributed by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Professional Engineer or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Professional Engineer's indemnity 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. Notwithstanding the above, under no circumstances shall Professional Engineer be responsible for the negligence or intentional acts of City of Nashua.

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

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

The City of Nashua shall provide notice to Professional Engineer in the event the City of Nashua fails to appropriate funds, and in such event Professional Engineer's obligations under the contract shall immediately cease, except for completion of any services paid in advance if any.

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

15. **COMPLIANCE WITH APPLICABLE LAWS** Professional Engineer, at all times, shall fully and completely comply with all applicable local, state and federal laws, statutes, regulations, ordinances, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements, all immigration and naturalization laws, and the Americans With Disabilities Act. Professional Engineer shall, throughout the period services are to be performed under this contract, monitor for any changes to the applicable laws, statutes, regulations, ordinances, orders, or requirements,

shall promptly notify the City of Nashua in writing of any changes to the same relating to or affecting this contract, and shall submit detailed documentation of any effect of the change in terms of both time and cost of performing the contract.

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

Without limitation of the foregoing, Professional Engineer's attention is directed to "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.

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

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

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

17. **ENDORSEMENT** Professional Engineer shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Professional Engineer or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Professional Engineer shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.

19. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Professional Engineer related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
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 Professional Engineer in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Professional Engineer's expense, by Professional Engineer to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Professional Engineer, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Professional Engineer in the performance of its obligations under this contract must be retained by Professional Engineer for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Professional Engineer shall promptly remit and deliver the materials, at Professional Engineer's expense, to the City of Nashua. Professional Engineer shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Professional Engineer's obligations under this contract without the prior written consent of the City of Nashua.
21. **PUBLIC RECORDS LAW, COPYRIGHTS, AND PATENTS** Professional Engineer expressly agrees that all documents ever submitted, filed, or deposited with the City of Nashua by Professional Engineer (including those remitted to the City of Nashua by Professional Engineer pursuant to paragraph 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 Professional Engineer in the performance of its obligations under this contract shall be the subject of any application for a copyright or patent by or on behalf of Professional Engineer. The City of Nashua shall have the right to reproduce any such materials.

Professional Engineer agrees to indemnify and to hold harmless the City of Nashua, its representatives, and employees from any claim or action seeking to impose liability, costs, and reasonable attorney fees incurred as a result of or in connection with any claim, whether rightful or otherwise, that any material prepared by or supplied to Professional Engineer infringes any copyright or that any equipment, material, or process (or any part thereof) specified by Professional Engineer infringes any patent.

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

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Professional Engineer shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt of the notice, the City of Nashua shall confirm to Professional Engineer in writing that the whole of the work was completed on the date indicated in the notice or provide Professional Engineer with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Professional Engineer shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Board of Public Works or other designated official accepts and approves the notice of completion.
23. **TAXES** Professional Engineer shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Professional Engineer hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
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** Professional Engineer shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Professional Engineer warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Professional Engineer. If any such interest comes to the attention of Professional Engineer at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Professional Engineer also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Professional Engineer further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

Professional Engineer warrants that no gratuities (including, but not limited to, entertainment or gifts) were offered or given by Professional Engineer to any officer or employee of the City of Nashua with a view toward securing a contract or securing favorable treatment with respect to the

awarding or amending or making of any determinations with respect to the performance of this contract. If City of Nashua determines that such gratuities were or offered or given, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

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

Neither the City of Nashua nor Professional Engineer shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this contract or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

Exhibit B

Scope of Work

Scope for Nashua Citywide Plan

Task 1: Project Initiation (Month 1)

To start the project, Utile will lay the groundwork for efficient and holistic operations before beginning the planning process in earnest.

1.1 Internal Kick-off (Call)

Utile will work with a group of internal stakeholders within the City government to clarify expectations of the comprehensive planning process. This conversation will cover the plan's focus areas (including and in addition to the statutorily-required elements), the public engagement plan, and expectations for the plan's final deliverables (including land use plans, zoning amendments, infrastructure plans, and more). This conversation will be key to establishing internal support for the comprehensive planning process.

Deliverables: Meeting minutes and a summary of meeting outcomes.

1.2 Branding & Style Guide

Public outreach campaigns see the most success when they have a clearly recognizable brand and a consistent visual language. By establishing stylistic rules early on, the consultant team and the City will save time and energy otherwise spent on ad hoc decision-making needs later on.

Deliverables: Logo and visual style guide.

1.3 Information Needs Assessment

Utile will assess the data and materials needed from the City of Nashua in order to complete later tasks in the plan, and we will furnish that list to the City early in the process. Early information sharing will create efficiencies later in the planning process. Utile has already received a list of existing GIS information available from the City, but expects that some additional potential datasets related to ongoing development patterns, such as permitting or development pipeline data, would help expedite the existing conditions analysis.

Deliverables: Written checklist outlining consultant data needs from the City of Nashua.

1.4 Engagement Plan

A thorough engagement plan is necessary to ensure the voices of all stakeholders are heard in this process. Working closely with City staff, Utile will identify the constituencies, organizations, and individuals needed to shape the comprehensive plan. We will then lay out a timetable and budget for each engagement activity. The plan will also explicitly create procedures to incorporate findings from public outreach into the plan development process.

Deliverables: Written engagement plan with schedule.

1.5 Project Schedule

Once expectations for the process are set, Utile will craft a specific project schedule, incorporating time needed for analysis, engagement, zoning review, plan development,

and more. We will coordinate this project schedule to account for busy periods in City government and other considerations, in order to set and achieve realistic project milestones.

Deliverables: Project schedule, including milestone and deliverable dates.

Task 2: Existing Conditions Analysis (Months 1-3)

The consultant team will conduct research into existing conditions and collate the findings of recent planning efforts, in order to frame the issues and opportunities facing Nashua in the coming years.

2.1 Recent Plan Analyses

The first step toward establishing a vision for the future is to examine past priorities, what has been accomplished, and what remains relevant in today's Nashua. Recent planning efforts demonstrate the wide variety of planning issues and planning scales that Nashua will need to address in the future. This ranges from riverfront development, long-range climate preparedness to a bicycle and pedestrian plan, all of which are interrelated and interdependent. Nashua's comprehensive planning process should consider such a range of issues when engaging residents about the City's future and where priorities for planning might lie. Our team will review past planning efforts in Nashua and regionally and summarize their recommendations and outcomes. We will then crosscheck them with the initial planning priorities and shared visions that will be established in the early phases of the vision planning process to see how they align. Some of these past goals may remain relevant to the current state of the City and will be incorporated into the planning process.

Deliverables: Memo summarizing past plans.

2.2 Data Analysis

Utile, Ninigret Partners, Horsley Whitten, Brown Richardson & Rowe, Toole Design, and Viva Consulting will work with the City to update the current profile of Nashua along multiple axes: demographics (including age, race, origins, education, and more), housing, transportation, labor and economics, open space, environmental sustainability, and more. This research and analysis will be developed through the lenses of equity, resilience and climate protection, in order to frame the issues and opportunities facing Nashua in the coming years. The research will be based on existing government-published and open datasets, as well as proprietary data where necessary. The City of Nashua's own budgets and assessments will also be an invaluable resource. Looking at socio-economic indicators and physical/environmental conditions will paint an analytical and objective picture of the City to complement the more qualitative community input process. Our team will consider relevant data that speaks to issues surrounding equity, resilience and environmental protection including: socio-spatial dynamics, such as equitable access to open space, regional affordable housing options, transit accessibility, and proximity to basic retail and amenities among others. The relevant data to be examined will become more defined as the priorities of the planning process are established.

Deliverable: Written report on existing conditions.

Task 3: Future Trend Assessment (Months 3-4)

A useful comprehensive plan will be based on a systematic understanding of Nashua's future needs. Utile with help from the consultant team will estimate Nashua's future needs and derive meaningful policymaking insights from those analyses.

3.1 Demographic & Economic Analyses

Working with the City and regional partners, Utile and our team will produce high-level estimates for population and housing that will shape the public understanding of actions required of the City. These estimates will build on public datasets and proprietary data where necessary, and look to calculate likely growth and the related demand for retail, real estate development, real estate absorption, and demand for City services and on City infrastructure. This target list of estimates will frame the needs and constraints placed on the comprehensive plan's actions.

More specifically, when looking at housing trends, Utile will reference the 2019 Regional Housing Needs Assessment alongside any updated housing studies the City is undertaking. Utile will also show existing conditions of land use and the proposed location, extent, and intensity of future land use as required. As with the existing conditions analysis, the consultant team will frame its future land use and economic development recommendations through the lenses of equity, resilience and climate protection, issues that resonate with the public better than planning-specific topic areas.

Deliverable: Memo documenting analysis of future trends.

3.2 Needs Assessment & Regional Role

The consultant team will assess the projection analysis to determine the needs of the City relevant to the comprehensive plan, as well as constraints placed by the market that may inhibit certain policy goals.

Utile and Ninigret Partners will also consider the projections relative to Nashua's role in the metropolitan region. As a community that sits in between Manchester and Concord to the north and the metropolitan Boston region to the south, assessing Nashua's trajectory through this master plan will involve situating the City's future relative to both sets of neighbors.

Deliverable: Memo summarizing insights gleaned from the projections analysis in light of existing conditions.

Task 4: Public Visioning & Engagement

Nashua's plan will gain approval from the City's many constituencies only if it draws on the voices of the community. Utile will bring Nashua beyond the traditional public meeting and focus on building a broad coalition of support for the plan.

4.1 Steering Committee Meetings

Utile will help the City coordinate the plan with a steering committee of community leaders who will shape the direction of policy and become external advocates for the planning process. A diverse and thoughtful committee is key in developing a process that is seen as legitimate and a plan that works for all. Utile will meet monthly with the City and quarterly with this committee to help make important decisions and oversee the process itself. As is necessary with respect to the ongoing COVID-19 pandemic and to best accommodate the schedules of the committee, some of these meetings may be held remotely, and some may be held in person at the City of Nashua.

Deliverables: Meeting presentations and minutes.

4.2 Listening Tour

Working closely with the City, Utile will conduct a listening tour at the neighborhood and citywide scale. The precise scope of this tour will be set when crafting the Engagement Plan, but could include neighborhood meetings, community events, public

festivals, dedicated focus groups and/or interviews, one-off events, and “intercept” outreach at busy sites like the farmers market, transfer station or grocery stores. Activities could include straightforward tabling with Q&As, mapping outreach exercises, and storytelling techniques used to gather information and attitudes about specific places. While the exact number of events depends on Nashua and New Hampshire’s evolving guidance on social distancing, between seven and ten of these events, focused around concentrated bursts of outreach activity, will be enough to allow the consultant team to reach a wide number of audiences across the city, and these events will be staffed in collaboration between the consultant team and City staff. Utile will also assist the City in preparing for additional smaller-scale outreach to local communities or organizations, so that City staff can perform additional coordinated events on its own. This type of outreach can also be extended beyond the initial listening phase of engagement, in order to solicit more targeted feedback on other project milestones, such as the plan’s draft vision statement or draft recommendations.

Deliverables: Photographs, minutes, tallies, and other documentation of listening tour events, to be determined in the Engagement Plan in a way that accords with the activities.

4.3 Surveys & Comment Cards

Surveys (distributed on paper and online) are one of the clearest ways to get a sense of public sentiment on planning issues. Comment cards, in turn, increase awareness of the process while also serving as miniature survey-like tools. Utile will produce and work with the City to distribute and collect surveys and comment cards on key topics. Utile will develop two surveys and two to three comment cards. Utile will systematize the analysis of these materials in a way that produces a rich, qualitative, understanding of the survey’s meaning.

Deliverables: 2 surveys (physical and online), 2-3 comment cards. For each survey, a brief memo analyzing the survey results and describing the survey’s key takeaways.

4.4 Digital Outreach

Utile will use Social Pinpoint (or another digital tool mutually agreed upon by Utile and the City) to share documents, announce meetings, and conduct interactive digital outreach. Utile will employ online surveys, social media outreach, interactive mapping services, and online storytelling tools to gather feedback from those who aren’t typically engaged in the planning process. All engagement will be translated into Spanish and other languages as needed to reach an even wider constituency. Utile will summarize and contextualize the findings of this digital outreach in ways that are appropriate to each technique and the plan overall.

Deliverables: Online tools and materials, as well as relevant documentation, to be determined in the Engagement Plan.

4.5 Public workshops

Our team, along with the City of Nashua, will host three citywide public workshops: one to kick off the plan, one to produce a vision for the City’s future, and one to respond to the draft plan. Each workshop will be optimally timed in the planning process to advance a real task. Workshop activities will also be matched with digital outreach techniques (such as online surveys or social media feedback) to widen the number of voices heard.

Kick-off Workshop

A kick-off meeting is critical to introduce the planning process, build awareness of future engagement, and create an understanding that any potential policy change will be driven by this process. Utile will present on Nashua's prior goals and objectives from past plans, give a snapshot of current planning and economic trends in Nashua, and summarize analysis of demographics and physical and environmental conditions of the City. In subsequent conversations, we will gather the collective input of the public on the issues that they feel are pressing to create an equitable, livable, and sustainable Nashua. These exercises will be recorded by drawing and commenting on actual maps or aerial photos of the City, real-time note taking of public comments, and video documentation that can later be used in subsequent presentations. Comment cards will also be provided that ask similar questions to those of the online survey. This allows for additional community input and acts as a way to get immediate feedback while the ideas are fresh in mind.

Visioning Workshop

After our listening tour, we will come back to the public for help in articulating a vision for the future. At this meeting, Utile will present a number of keywords drawn out of the listening process, potential draft vision statements, and information on how this vision could be used to help set future policy. The public will then engage in a number of participatory exercises, though which they will prioritize keywords. Then, breaking out into small groups, the public will produce a set of revised draft vision statements (to be further refined by City Staff, the consultant team, and the steering committee).

Plan Development Workshop

Utile, working with the City, will translate the plan's articulated vision and public feedback into a series of policy recommendations (including zoning changes, infrastructure investments, and more). Once a draft set of recommendations is prepared, we will hold a third public workshop to solicit feedback on the recommendations. Utile will present the recommendations, both through a presentation at the start of the meeting and on boards for individual perusal. The public will review these recommendations through participatory activities (open-house-style) and facilitated conversations in small groups.

Deliverables: Workshop presentations, boards, other materials. Meeting minutes, photographs, and other documentation appropriate to the activities at each workshop.

4.6 Translation/Interpretation Services

The consultant team can provide translations for surveys. Translation services at public workshops will be provided by the City of Nashua.

Task 5: Plan Development (Months 4-9)

A comprehensive plan is a structured way of thinking about the future of Nashua and setting priorities in accordance with a defined vision. Utile and the consultant team will work with the City to craft the components of the comprehensive plan, including those that fulfill the plan's statutory requirements and those that make the plan ambitious and actionable.

Overall Deliverable: Draft comprehensive plan, composed of plan elements, implementation plan, and any information needed to set context.

5.1 Content Management Process

Utile will provide an online system for managing the goals, objectives, and other recommendations generated from this plan. This can either be an internal system for

organizing goals and recommendations, or this could be a public-facing section of the plan's website.

Deliverable: Online content management tool set up for the specific needs of the comprehensive planning process.

5.2 Goal Setting & Policy Development

The consultant team will use the future trends assessment, the materials produced through the outreach process, and analysis of existing City plans and policies to set goals for the City across each of the plan's elements. Based on public feedback, the number of planning elements may grow beyond the statutory requirements to meet the public's needs. These goals will be aspirational statements about realistic future conditions in Nashua. To advance those goals, the consultant team will also draft recommendations for updated City of Nashua policies, including strategies for rezoning and capital investments.

Deliverable: Draft goals and policy recommendations by plan element.

5.3 Spatial Plan Development

Working with the City, we will develop a spatial plan for the future of Nashua. This plan may mimic traditional land use planning exercises, but it will continue to use the lenses of equity, resilience, and climate and environmental protection used earlier in the planning process, allowing the development of the plan to layer in ideas beyond basic land use classifications. This includes ideas about where to concentrate resources, where to push development, and places to target for preservation and adaptation. As part of this development, Utile will examine Nashua's industrial sub-areas including the site managed by the Beazer East Corporation and higher education facilities including Daniel Webster College that is now closed. This plan will provide general direction to policymakers like the Mayor and Planning Board, as well as a legible graphic that will aid in communicating the broad ideas in the comprehensive plan. This graphic can also be supplemented with more specific or prescriptive mapping exercises.

Deliverable: Spatial plan (map) and supplementary maps or diagrams as needed for specific sites.

5.4 Graphic Production in Support of Key Policies

Many planning ideas can be difficult to communicate to policymakers and the public in words alone. Utile will produce diagrams and renderings to illustrate the content of the plan. Our drawings will ground esoteric plan recommendations (for instance, a change in zoning dimensional regulations or a recommended street design) in the lived experience of Nashua. The ultimate scope of these drawings will be determined by the policies advanced through the planning process.

Deliverable: Maps, diagrams, renderings, and other illustrations as needed.

Task 6: Implementation Planning (Months 10-11)

A plan for Nashua is only as good as its implementation. Utile will work with the City to develop a community-generated plan that actually shapes the physical and social environment of Nashua's future.

6.1 Policy Prioritization & Timeline

Not all recommendations can or should be implemented at once. Utile will work closely with City staff to translate the wishes of the public (as expressed in the outreach process) into a prioritized list that is ready for implementation on a realistic timeline. The consultant team and City will identify implementing agencies and partners, a clear timetable for next steps, a (broad) estimate of capital and operating expenses, and a qualitative determination of priority.

To the degree that stakeholders and the public can come to a reasonable consensus on the clear direction about these future priorities through this planning process, this master plan document will be able to take a stronger stand on what next steps should be. Utile will, in its role as a consultant on this project, advise the City on what some of these more controversial topical decisions might be, and will encourage City officials and departments to make these decisions more definitively. The more clear the direction of the master plan, the more actionable these next policies can be.

Deliverable: Table containing implementation information for each recommended action.

6.2 Capital Investment Schedule

The consultant team will work with City staff involved in infrastructure, facilities, and finance to craft a realistic capital investment schedule that is sensitive to the needs and desires of Nashua communities in addition to sound fiscal policy. This schedule will be a flexible decision-making tool for Nashua's leaders and the starting point for future public processes.

Deliverable: Written plan for future capital investments and supporting materials.

6.3 Metrics & Targets

The City should be able to measure the long-term outcomes of the plan against a quantitative metric, in order to make adjustments to the City policy in the future. The consultant team will recommend metrics for the City to track and ambitious yet achievable targets for City staff to work toward. These metrics will be rooted in the consultant team's existing conditions analysis and will track progress toward the City's goals (rather than simply audit City programs).

Deliverable: Written report containing metrics, baseline conditions for those metrics, and targets.

Task 7: Plan production and approval (Months 10-12)

Though the planning process should be thought of as an outcome in itself, we will ultimately produce a final document and supporting materials that will be adopted by the Planning Board and ultimately the Board of Aldermen to guide change in Nashua for years to come.

7.1 Document Production & Revision

Utile will compile the existing conditions report, trend analysis, plan recommendations, supporting illustrations, framing text, engagement documentation, and the implementation plan into a single document for adoption and distribution. This final plan will be delivered as a web ready PDF and a document ready for print production through Nashua-approved services (or online, on-demand print services). The substance of this plan will be developed in the above tasks (including public visioning, plan development, and implementation planning), with each piece of content vetted by City staff and the public. The only new content will come in the form of framing text, supporting information, and the form of the compiled information itself. The document production phase will not be the time for substantive revisions to the plan's core content.

Nonetheless, the City will have the opportunity for one round of substantive edits from Staff and one round of substantive edits in direct response to comments from public bodies like the City Council and Planning Board.

Deliverable: Draft comprehensive plan, two revised versions during the process, and one final draft for approval and publication. The final draft will be available in both english and spanish.

7.2 Approval Meetings

Utile will attend meetings with policymakers and public bodies to present the final plan. These meetings will help build trust in the plan, its process, and its outcomes before the City of Nashua staff advance the comprehensive plan for approval by the Planning Board, Board of Aldermen and other public bodies as needed.