Meeting is being conducted remotely in accordance with Governor's Emergency Order #12 pursuant to Executive Order 2020-04

Join Zoom Meeting: https://us02web.zoom.us/j/82001566657?pwd=emRaU0lPTEVLN2Ixa2w0US93SHdFZz09
Meeting ID: 820 0156 6657 Password: 553666

Join by telephone: 1-929-205-6099
Meeting ID: 820 0156 6657 Password: 553666

If anybody has a problem accessing the meeting or Channel 16, please call 603-821-2049 and they will help you connect.

1. PRESIDENT LORI WILSHIRE CALLS ASSEMBLY TO ORDER

2. PRAYER OFFERED BY CITY CLERK SUSAN K. LOVERING

3. PLEDGE TO THE FLAG LED BY ALDERMAN JAN SCHMIDT

4. ROLL CALL

5. REMARKS BY THE MAYOR

6. RESPONSE TO REMARKS OF THE MAYOR

7. RECOGNITIONS

8. READING OF MINUTES OF PREVIOUS MEETINGS

Special Board of Aldermen..... 07/14/2020
Board of Aldermen..... 07/14/2020

9. COMMUNICATIONS REQUIRING ONLY PROCEDURAL ACTIONS AND WRITTEN REPORTS FROM LIAISONS

From: Sarah Marchant, Community Development Division Director
Re: Amendment to Transit Advertising Services

From: Daniel Donovan, Chief Operating Officer, Nashua School District
Re: One Time Budget Funds FY21

From: Donna Graham, Legislative Affairs Manager
Re: Communications Received from the Public

From: David Fredette, Treasurer/Tax Collector
Re: Purchase Replacement for the 2018 Ford E450 Transit Van from FY2021 Capital Equipment Reserve Fund (CERF)

9(a). PERIOD FOR PUBLIC COMMENT RELATIVE TO ITEMS EXPECTED TO BE ACTED UPON THIS EVENING

9(b). COMMUNICATIONS REQUIRING FINAL APPROVAL

From: Tim Cummings, Economic Development Director
Re: Contract for NAI Norwood to assist as necessary on a case by case basis with the advisory and procurement/disposition of commercial real estate

From: Tim Cummings, Economic Development Director
Re: Notice of Contract Change for Martini Northern Relative to Proceeding with a Guaranteed Maximum Price ("GMP")

From: Tim Cummings, Economic Development Director
Re: Contract Amendment for Professional Engineering Services related to the Nashua Downtown Riverfront Implementation Project VHB, Inc.

From: Tim Cummings, Economic Development Director
Re: Contract Amendment for Professional Engineering Services related to the Nashua Downtown Riverfront Implementation Project Hayner/Swanson, Inc.

From: David G. Fredette, Treasurer/Tax Collector
Re: Purchase replacement for one (1) 2019 Ford Police Interceptor Utility vehicle from FY2021 Capital Equipment Reserve Fund (CERF)

PETITIONS

NOMINATIONS, APPOINTMENTS AND ELECTIONS

Appointments by the Mayor

Joint Convention with Edgewood Cemetery Board of Trustees

10. REPORTS OF COMMITTEE

Human Affairs Committee.....	07/13/2020
Finance Committee.....	07/15/2020
Committee on Infrastructure.....	07/22/2020
Budget Review Committee.....	07/27/2020
Finance Committee.....	08/05/2020

11. CONFIRMATION OF MAYOR'S APPOINTMENTS

UNFINISHED BUSINESS – RESOLUTIONS

R-20-044

Endorsers: Mayor Jim Donchess
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Jan Schmidt
Alderman Richard A. Dowd
Alderman Patricia Klee
Alderman-at-Large David C. Tencza
Alderwoman Elizabeth Lu
Alderwoman-at-Large Shoshanna Kelly
Alderman June M. Caron
Alderman Thomas Lopez
Alderman Skip Cleaver
Alderman-at-Large Lori Wilshire
Alderman Linda Harriott-Gathright

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF AN ADDITIONAL $377,873.50 FROM THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO TRANSIT GRANT ACTIVITY "FEDERAL TRANSIT AUTHORITY ("FTA") OPERATING GRANT"

- Human Affairs Committee Recommends: Final Passage

R-20-045

Endorsers: Mayor Jim Donchess
Alderman Jan Schmidt
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Linda Harriott-Gathright
Alderman-at-Large David C. Tencza
Alderman Thomas Lopez
Alderwoman-at-Large Shoshanna Kelly
Alderman Patricia Klee
Alderman-at-Large Brandon Michael Laws
Alderman June M. Caron

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $190,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES CARES ACT FUNDING INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITY "FY2020 PUBLIC HEALTH CRISIS RESPONSE"

- Human Affairs Committee Recommends: Final Passage

R-20-046

Endorsers: Mayor Jim Donchess
Alderman June M. Caron
Alderman-at-Large Brandon Michael Laws
Alderman Linda Harriott-Gathright
Alderman Jan Schmidt
Alderman-at-Large David C. Tencza
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderman Thomas Lopez
Alderman Patricia Klee
Alderman Skip Cleaver
Alderwoman-at-Large Shoshanna Kelly
Alderman-at-Large Lori Wilshire

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $159,460 FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT CARES ACT FUNDING INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITY "HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS ("HOPWA")"

- Human Affairs Committee Recommends: Final Passage

R-20-047

Endorsers: Mayor Jim Donchess
Alderman-at-Large David C. Tencza
Alderman Jan Schmidt
Alderman-at-Large Brandon Michael Laws
Alderman Linda Harriott-Gathright
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderwoman-at-Large Shoshanna Kelly
Alderman Patricia Klee
Alderman Skip Cleaver
Alderman June M. Caron
Alderman Thomas Lopez

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $162,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES "FY21 AND FY22 HIV PREVENTION GRANT"

- Human Affairs Committee Recommends: Final Passage

R-20-048

Endorsers: Mayor Jim Donchess
Alderman-at-Large Brandon Michael Laws
Alderman-at-Large David C. Tencza
Alderman Jan Schmidt
Alderman Linda Harriott-Gathright
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderman Thomas Lopez
Alderman Patricia Klee
Alderman Skip Cleaver
Alderman June M. Caron

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $99,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES "FY21 AND FY22 STD PREVENTION GRANT"

- Human Affairs Committee Recommends: Final Passage

R-20-049

Endorsers: Mayor Jim Donchess
Alderman-at-Large David C. Tencza
Alderman June M. Caron
Alderman Jan Schmidt
Alderman-at-Large Brandon Michael Laws
Alderman Linda Harriott-Gathright
Alderman Patricia Klee
Alderman Richard A. Dowd
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Thomas Lopez
Alderwoman-at-Large Shoshanna Kelly
Alderman-at-Large Lori Wilshire

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $97,500 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES "FY21 AND FY22 IMMUNIZATION PROGRAM OF GREATER NASHUA"

- Human Affairs Committee Recommends: Final Passage

R-20-050

Endorsers: Mayor Jim Donchess
Alderman-at-Large Brandon Michael Laws
Alderman-at-Large David C. Tencza
Alderman Jan Schmidt
Alderman Linda Harriott-Gathright
Alderman-at-Large Michael O'Brien, Sr.
Alderman Richard A. Dowd
Alderwoman-at-Large Shoshanna Kelly
Alderman Thomas Lopez
Alderman Patricia Klee
Alderman Skip Cleaver
Alderman June M. Caron
Alderman-at-Large Lori Wilshire

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $52,500 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES "FY21 AND FY22 TUBERCULOSIS PROGRAM OF GREATER NASHUA"

- Human Affairs Committee Recommends: Final Passage

R-20-051

Endorsers: Mayor Jim Donchess
Alderman-at-Large Brandon Michael Laws
Alderman-at-Large David C. Tencza
Alderman Jan Schmidt
Alderman Linda Harriott-Gathright
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderwoman-at-Large Shoshanna Kelly
Alderman Thomas Lopez
Alderman Patricia Klee
Alderman Skip Cleaver
Alderman June M. Caron
Alderman-at-Large Lori Wilshire

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $45,000 FROM THE STATE OF NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES INTO PUBLIC HEALTH AND COMMUNITY SERVICES GRANT ACTIVITIES "FY21 AND FY22 HEALTHY HOMES AND LEAD POISONING CASE MANAGEMENT"

- Human Affairs Committee Recommends: Final Passage

R-20-052

Endorsers: Mayor Jim Donchess
Alderman Jan Schmidt
Alderman Linda Harriott-Gathright
Alderman Patricia Klee
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Richard A. Dowd
Alderman Thomas Lopez
Alderman-at-Large David C. Tencza
Alderman-at-Large Brandon Michael Laws
Alderman Skip Cleaver
Alderman-at-Large Lori Wilshire

RELATIVE TO THE ACCEPTANCE OF DONATED MATERIALS AND SERVICES WORTH $16,650 FROM ETCHSTONE PROPERTIES, INC. TO BE USED TOWARDS PAINTING THE EXTERIOR OF THE CITY OWNED BUILDING AT 57 GILSON ROAD

- Budget Review Committee Recommends: Final Passage

UNFINISHED BUSINESS – ORDINANCES

O-20-017

Endorsers: Alderwoman-at-Large Shoshanna Kelly

AUTHORIZING FREE PARKING AT METERS AND PAY STATION SPACES THROUGH NOVEMBER 15, 2020

(tabled at BOA May 21, 2020 mtg)

O-20-024

Endorser: Alderman Jan Schmidt

REMOVING AUTHORIZATION FOR RIGHT TURN ONLY LANE ON PINE HILL ROAD AT ITS INTERSECTION WITH CHARRON AVENUE

- Committee on Infrastructure Recommends: Final Passage

O-20-026

Endorser: Alderman Patricia Klee

REMOVING HANDICAPPED PARKING SPACES IN FRONT OF 3 BEACON COURT AND 9 AND 11 MOUNT PLEASANT STREET

- Committee on Infrastructure Recommends: Final Passage

O-20-027

Endorser: Alderman Thomas Lopez
Alderman-at-Large Michael B. O'Brien, Sr.
Alderman Jan Schmidt
Alderman Patricia Klee

AUTHORIZING A LEFT TURN ONLY LANE AT THE INTERSECTION OF WEST PEARL STREET AND ELM STREET

- Committee on Infrastructure Recommends: Final Passage

NEW BUSINESS – RESOLUTIONS

R-20-056

Endorsers: Mayor Jim Donchess
Alderman Richard A. Dowd

RELATIVE TO THE TRANSFER OF $1,445,000 FROM DEPARTMENT 194 "CONTINGENCY", ACCOUNT 70112 "CONTINGENCY FOR EDUCATIONAL PRIORITIES" TO VARIOUS SCHOOL DEPARTMENT ACCOUNTS

R-20-057

Endorser: Mayor Jim Donchess

AUTHORIZING THE MAYOR AND THE CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF TWENTY MILLION DOLLARS ($20,000,000) TO REFUND ALL OR A PORTION OF CERTAIN OUTSTANDING BONDS OF THE CITY IN ORDER TO ACHIEVE INTEREST COST SAVINGS

R-20-058

Endorsers: Alderman-at-Large Lori Wilshire
Alderman Richard A. Dowd

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF POLICE COMMISSIONERS AND TEAMSTERS LOCAL 633, FROM JULY 1, 2020 THROUGH JUNE 30, 2022 AND RELATED TRANSFERS

R-20-059

Endorser: Mayor Jim Donchess

AUTHORIZING THE SALE OF CITY REAL PROPERTY LOCATED AT 141-143 BURKE STREET (MAP 11, LOT 158) TO BURKE STREET NASHUA, LLC

R-20-060

Endorser: Mayor Jim Donchess

RELATIVE TO THE APPROVAL OF THE PURCHASE OF ONE TRANSIT VAN FROM THE CAPITAL EQUIPMENT REPLACEMENT FUND (CERF) DURING FY2021

R-20-061

Endorser: Mayor Jim Donchess

RELATIVE TO THE SUPPLEMENTAL APPROPRIATION OF $63,865 OF UNANTICIPATED REVENUE INTO FUND #7026 "CAPITAL EQUIPMENT RESERVE FUND"

R-20-062

Endorser: Mayor Jim Donchess

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $37,903 FROM THE UNITED STATES DEPARTMENT OF JUSTICE INTO POLICE GRANT ACTIVITY-"2019 JUSTICE ASSISTANCE GRANT (MULTI-JURISDICTIONAL)"

R-20-063

Endorser: Mayor Jim Donchess

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF THE SUM OF $37,500 FROM THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY, "STATE HOMELAND SECURITY GRANT PROGRAM", INTO POLICE GRANT ACTIVITY, "2019 HOMELAND SECURITY GRANT PROGRAM"

R-20-064

Endorser: Mayor Jim Donchess

RELATIVE TO THE APPROPRIATION OF $99,800 FROM DEPARTMENT #194, "CONTINGENCY, ACCOUNT #70100 "GENERAL CONTINGENCY" INTO VARIOUS ACCOUNTS IN DEPARTMENT #107, "CITY CLERK"

NEW BUSINESS – ORDINANCES

O-20-029

Endorser: Mayor Jim Donchess

SUPPLEMENTAL REQUIREMENTS RELATIVE TO FACE COVERINGS

PERIOD FOR GENERAL PUBLIC COMMENT

REMARKS BY THE MEMBERS OF THE BOARD OF ALDERMEN

Committee announcements:

ADJOURNMENT

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: July 15, 2020

To: Lori Wilshire, Board of Aldermen President and Jim Donchess, Mayor
From: Sarah Marchant, Community Development Division Director

Re: AMENDMENT TO TRANSIT ADVERTISING SERVICES

The Division of Community Development, Transportation Department is proposing a contract amendment to the existing three-year contract for Transit Advertising Services with Fuel Media Holdings.

In the fall of 2019, the City solicited Request for Proposals (RFP's) from vendors experienced in transit advertising services RFP0008-092719. A total of two (2) qualified proposals were received and opened on October 11, 2019.

ATA Outdoor	$65% NTS / 35% ATA; $50,000 Guaranteed Annual Minimum
Fuel Media Holdings	$65% NTS / 35% ATA; $120,000 Guaranteed Annual Minimum

After reviewing both of these submittals the Transportation Department recommended entering into a contract with Fuel Media Holdings over the three-year contract period. The Transportation Department found Fuel Media Holdings to be a responsive and responsible contractor. This contract was approved by the Budget Committee, as it is a revenue contract, in the fall of 2020.

In early 2020, Fuel Media Holdings staff began to seek advertisers in our market when COVID-19 began to impact the area. Since that time, advertising sales have dropped significantly creating a situation where meeting the Guaranteed Annual Minimum is not possible. In the first year of the contract, Fuel Media Holdings was obligated to pay the City of Nashua a total of $90,000 split over three equal payments in June, September and December. The Federal Government allocated funding under the CARES Act directly to the transit system which will be used to cover expenses, to offset the loss of revenue, in the FY21 budget due to not meeting the Guaranteed Annual Minimum Payment.

The contract amendment changes the language in section C. Revenue Compensation and Payments, related to the Guaranteed Annual Minimum for the first year of the contract only. Effective July 1, 2020 all revenue collected on next space billings through December 31, 2020, will be paid at a ratio of (65%) to Nashua Transit System and (35%) to Fuel Media Holdings, regardless of meeting the Guaranteed Annual Minimum Payment. As this is a revenue contract additional approval from the Budget Committee is not required, however this communication is being sent to ensure the Board is aware of the change.

Fuel Media Holdings has hired an additional sales person, to focus on our market, and will continue to work towards meeting the Guaranteed Annual Minimum. In the fall, the Transportation Department and Fuel Media Holdings will reevaluate the market and sales trends for year 2 of the contract which begins on January 1, 2021.

Jahmal Mosley, Ed. D.
Superintendent

Donna Fitzpatrick, Ed. S.
Assistant Superintendent

NASHUA
SCHOOL DISTRICT
Gateway to Opportunity

Garth McKinney, Ed. D.
Assistant Superintendent

Daniel Donovan
Chief Operating Officer

To: Board of Alderman

From: Daniel Donovan

Date: July 21, 2020

RE: One Time Budget Funds FY21

The Board of Education, in a meeting held July 20, 2020 voted to request the following amounts from the one-time FY21 funds being held in contingency:

Item	Amount	Two digit Acct code
Deferred Maintenance	$460,000	Deferred Maint
High School Furniture	$200,000	71
Copier Down Payment	$250,000	71
Middle School Amplify Science	$175,000	61
Internet Connections-High Schools	$160,000	71
3 ELL Teachers	$150,000	51
Benefits for ELL Teachers	$50,000	52
Total approved	$1,445,000	

We request that these funds be moved from contingency to the School FY21 operating budget so that purchases can then be made.

141 Ledge Street, Nashua, New Hampshire 03060
T: (603) 966-1000 F: (603) 594-4350
www.nashua.edu/district/

Board of Aldermen
City of Nashua
229 Main Street
Nashua, NH 03061-2019
(603) 589-3030

MEMORANDUM

TO: Board of Aldermen

FROM: Donna Graham, Legislative Affairs Manager

DATE: August 6, 2020

SUBJ.: Communications Received from the Public

Attached please find communications received from the public as follows:

From: Sue Newman, Ward 2
Re: Mask Ordinance

From: Andrea Rebeck
Re: School Street Housing

From: Praveen Mandera
Re: Proposed Apartment Complex in Maplewood Subdivision

From: Arthur King
Re: Proposed Apartment Complex in Maplewood Subdivision

From: Don Hallenbeck
Re: Proposed Apartment Complex in Maplewood Subdivision

Graham, Donna

From:	snewmannh@aol.com
Sent:	Tuesday, July 14, 2020 12:49 PM
To:	Board of Aldermen
Cc:	Donchess, James
Subject:	Re: Mask Ordinance followup

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

To: Nashua Board of Aldermen

Cc: Mayor Donchess

Re: follow-up to Ordinance 0-20-018

"A judge says Nashua's face-covering ordinance and the governor's declaration of a state of emergency will stand while they're being challenged in court."

With the Nashua mask requirement in place, what is being done about enforcement?

Since the Nashua mask ordinance was passed, I've seen various 'information notices' posted at stores' entrances. There are some notices that reference Nashua's mask ordinance and others that use the CDC mask recommendation information sheet. There are stores that offer masks to customers if they don't have one, and I've seen a very simple straightforward sign recently, that stated that if you're not wearing a mask, you don't get service.

The enforcement mechanism seems to be problematic. I was told by one business that their corporate position is that it isn't their responsibility to be the 'enforcers'.

One suggestion is that a clearly stated, uniform information sheet be developed by the City/Dept. of Public Health, (if it hasn't already been done), and that it be required to be posted at ALL Nashua places of business. Businesses would also have the option of having a NO Mask – NO Service option, if they choose.

Also, businesses could have masks available, that could be given or sold to customers who aren't wearing a mask.

Maybe most importantly, though – we all need to know how the ordinance will be enforced.

If the ordinance as it stands right now, needs any revisions, I hope that you will consider that also.

Thanks --
Sue Newman – Ward 2
25 Charlotte Ave. -

Graham, Donna

From: Andrea Rebeck <rebeckarchitect@gmail.com>
Sent: Friday, July 24, 2020 11:35 AM
To: Board of Aldermen
Cc: Donchess, Jim
Subject: New School Street Housing

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Kindly submit this for public comment. Thank you.

Dear Mayor Donchess and Members of the Board of Aldermen:

As a relative newcomer to Nashua (I've been here five years now), I was a bit surprised to see the controversy generated by the proposed School Street apartment complex. There is no doubt that Nashua needs more housing, for that market is very tight right now. Affordable housing is especially in short supply, yet the proposed project is for market-rate units (a euphemism for higher priced). A major concern of nearby businesses is the loss of parking, both on-street and in the city parking garage, and the devastating consequences they feel this may have on their businesses.

The developer, Lansing Melbourne Group, LLC, gives this interesting description on its Facebook page: "We specialize in parking based development, public private ventures, parking planning, parking economics and financial advising." Indeed, they are very proud of the parking garage they built in Manchester. Yet, for some reason, they can't manage to accommodate parking in their Nashua project.

Adequate parking is one of the biggest factors in market-rate housing's success. Without it, it is difficult to attract tenants willing to pay high rents and projects can falter. Parking for this project is to be accommodated in an existing city-owned garage, but apparently tenants are allowed to park there only during the evening and night, when the garage is under-utilized? In normal times this arrangement could work. However, times have changed, both for good and bad. The good part is that more urban dwellers are not interested in owning cars, so the need for parking might be less. On the other hand, thanks to the pandemic, more people are working from home, so they would not be taking their cars out of the garage during the day to commute to an office. I think this aspect of the development needs further study.

As an architect who has dealt with several developers in her career, I can hazard a guess as to why the developer is not including parking on their site: The developer wants to squeeze as many "market-rate" units onto that site as they can to maximize profits; that's what developers do. Their seven-story building is already much taller than most buildings in downtown Nashua. The images that have been published show a solid block of a building that comes right up to the sidewalk – with no pretense of a plaza or even a gracious entry. They certainly don't want to waste any of their 160,000 square feet on parking spaces.

Yet they should be required to do so, or perhaps the project is in the wrong place. Existing commercial neighbors to the site are right to be alarmed. Recent trends in city planning are focused on making the automobile disappear. There are merits to this trend, but they mostly accrue to large, densely developed cities like Boston or New York, where public transportation and urban amenities abound. Nashua is not one of those cities. What Nashua does have, and what makes it so attractive, is its small-scale downtown that still retains

many of the businesses that support real human neighborhoods: a quality hardware store, bakeries, barbers, doctors, banks, drugstores, and until recently, an excellent shoe store, as well as lots of restaurants. The presence of these and other small businesses is what draws people to live downtown.

This begs the question of why a city administration that in so many other ways is supportive of quality of life issues, would sacrifice some of its most valuable retail and not-for-profit establishments merely to please a developer who has presented a very mediocre project. At first glance the money looks enticing: Mayor Donchess says the proposed development will yield about $350,000 per year in property taxes; however, Jim Rafferty, owner of The River Casino & Sports Bar, says he pays more than $300,000 in taxes each year, and that the loss of parking caused by the proposed development will kill his business. Ace Hardware, which invested heavily in Nashua's downtown by expanding its building and businesses here, would also see its prospects dim. It would be a real shame, not to mention a blow to downtown living, if Ace Hardware/Nashua Wallpaper & Paint went the way of Alec's Shoe Store.

There is a solution. The project should be redesigned to include much if not all of the parking needed for its tenants. The developer may protest; that's what developers do. But it is clear from the proposal they have presented us versus what they feature on their webpage that they don't feel Nashua deserves a quality project. In fact, they are offering us an apartment building that looks like a parking garage, but contains no parking. (If you think I'm joking, compare their project in Manchester with the "Portfolio" on their website, http://www.parkingdevelopment.solutions/.) They can do better. And our city officials can get better from this developer. Destroying local businesses and harming not-for-profit agencies that have long invested in our city, just to enrich a Florida developer offering a mediocre (though expensive) housing project, is no way to build a stronger economy. In fact, it may be the beginning of killing the goose that laid the golden egg.

Sincerely,

Andrea Rebeck, Registered Architect
Master of Architecture, Columbia University
40 years practicing architecture in
The Northeast and Mid-Atlantic States
111 Atherton Avenue
Nashua, NH 03064
585-590-1199

Graham, Donna

From: noreply@civicplus.com
Sent: Thursday, August 06, 2020 9:34 AM
To: Legislative Office
Subject: Online Form Submittal: Contact Board of Alderman

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Contact Board of Alderman

First Name	Praveen
Last Name	Mandera
Address	29 Tanglewood Dr
City	Nashua
State	Nashua
Zip Code	03062
Phone Number	7815261496
Email Address	drmandera@gmail.com
Comments	Objections for the proposed Multi Family, Multi storied apartment complex at merritt parkway - R-30 To Whom It May Concern I am writing to express my objection to the proposed construction of a 160 unit 4 storied apartment complex in Maplewood subdivision near Merrit parkway. This has been a peaceful, quiet and pleasant neighborhood. This has been zoned for single family homes and been restricted for multi storied multi family residential development. We would like to keep it that way. We vehemently object to making changes to variance from Land Use Code Section 190-15, Table 15-1 (#15) and continue the restriction for construction of multi family multi story apartments in our neighborhood. The quiet, peaceful and pleasant nature for the neighborhood is what attracted a lot of families to this area. We have loved the unique nature of this locality. Any such development will disrupt the peacefulness of the neighborhood and the surrounding communities. This will change the characteristics

of the area and will impact the property values and the investments that we have made. It will add additional traffic and congestion to the roads, which has already seen an increase in traffic the past few years. The proposed use will alter the essential character of the single family homes/neighborhood and will threaten the public health, safety and welfare of its residents. The proposed apartment complex will diminish the home property values in the area.

This one additional zoning modification will open the doors for many more down the line and further worsen the beautiful community we have developed in the south west side of Nashua. This imposition of unwarranted and undue inconvenience by changing the zoning regulations is not needed and very much against the desires of the residents of the surrounding communities. I do hope that the zoning board will work for the benefit of the residents of our community and retain the charm of our neighborhood. Please let us know what actions need to be taken to stop this change in zoning regulation and preserve our community and neighborhood.

Very respectfully

--
Dr Praveen Mandera
29 Tanglewood Drive
Nashua NH 03062

Email not displaying correctly? View it in your browser.

Graham, Donna

From: noreply@civicplus.com
Sent: Thursday, August 06, 2020 10:42 AM
To: Legislative Office
Subject: Online Form Submittal: Contact Board of Alderman

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Contact Board of Alderman

First Name	Arthur
Last Name	King
Address	27 Tanglewood Dr
City	Nashua
State	NH
Zip Code	03062
Phone Number	603.505.7492
Email Address	kingae@aol.com
Comments	Re: Zoning Variance 160 Units Apartment @ Captain Corners; Maplewood Plaza Residential Plate Application as reported in News is that infrasture is in place and Plate will support 160 Units. Nashua Board of Alderman to adequately evaluate the zoning variance developer should require Traffic Plan including adequate parking and street capacity and traffic controls to support 160 Units. Until adequate supporting documents are prepared and reviewed for accuracy this application should not be considered

Email not displaying correctly? View it in your browser.

Graham, Donna

From: noreply@civicplus.com
Sent: Thursday, August 06, 2020 10:56 AM
To: Legislative Office
Subject: Online Form Submittal: Contact Board of Alderman

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Contact Board of Alderman

First Name	Don
Last Name	Hallenbeck
Address	33 Tanglewood Drive
City	Nashua
State	NH
Zip Code	03062
Phone Number	603-882-5999
Email Address	donhallen@aol.com
Comments	To Mayor Donchess, Alderman Jett, Alderman Harriott-Gathright and the Planning Department. Regarding the proposed 160 unit apartment building at Captain's Corner, The developer's assertion that "The infrastructure and traffic lights are already there to accommodate this type of development." is a blatant misstatement of the facts. Route 111A is already reaching saturation as a two-lane road and experiencing severe bottlenecks during morning and evening rush hours, and especially at the Captain's Corner access points.

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City of Nashua

Office of The Treasurer
229 Main Street - Nashua, NH 03060

(603) 589-3193
Fax (603)589-3228

To: Board of Aldermen

August 5, 2020

From: David G. Fredette, Treasurer/Tax Collector

Re: Purchase replacement for the 2018 Ford E450
Transit Van from FY 2021 Capital Equipment Reserve Fund (CERF)

The purpose of this communication is to give additional information related to the need to replace one (1) Ford E450 Transit Van that was not listed on the FY2021 vehicle replacement schedule. Unfortunately this transit van was totaled in an accident on April 30, 2020. The net cost to CERF will be $59,656 contingent on the Board of Aldermen's approval of the supplemental appropriation of $63,865 (R-20-061), which is the reimbursement amount from Risk for this loss. The total cost from CERF for the transit van is $123,521 ($65,865 reimbursement and $59,656 from CERF) Funds are available in CERF due to several cost savings on several items in FY 2020.

Pursuant to NRO 5-127.1 D Capital Equipment Reserve Fund, which states: "During that fiscal year, the city may purchase that equipment, or equipment that will serve the same stated purpose as the listed equipment as long as the price does not vary by more than ten percent of the estimated replacement value. All purchases from the Capital Equipment Reserve Fund must comply with the city's purchasing approval process. Any **other** requests to use funds from the Capital Equipment Reserve Fund must be approved by the board of aldermen."

I respectfully request the approval from the Board of Aldermen for the purchase of ***a 2020 Dodge Ram-Pro Frontrunner Van from*** *New England Wheels, Inc. for the Transportation department as requested by R-20-060 contingent upon the approval of R-20-61 supplemental appropriations.* This van will replace the 2018 Ford E450, which was totaled in a recent accident.

Cc: Mayor James W. Donchess
John Griffin, CFO/Comptroller
Janet Graziano, Senior Finance Manager
Kelly Parkinson, Purchasing Department Manager
Camille Pattinson, Transportation Department Manager
Legal Department

THE CITY OF NASHUA

Economic Development

"The Gate City"

To: L. Wilshire, President
From: T. Cummings, Director
Cc: Members of the Board of Aldermen

Date: July 8, 2020

Re: Communication – Approval & Place on File - A Contract for NAI Norwood to assist as necessary on a case by case basis with the advisory and procurement/disposition of commercial real estate

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The City has various commercial real estate needs from on-call advisory services to disposition or even the procurement of commercial real estate. The contract before you retains a local commercial brokerage firm to assist the City as necessary as a retained commercial broker.

For your review and consideration is a copy of the Professional Services Contract related to the services as anticipated with Exhibits outlining the scope and basis for fees, is attached. The contract is the City's standard Professional Services contract.

In 2019 the city released an RFP seeking proposals for the aforementioned services. Three responses were submitted to the City and a small review team consisting of the City's Corporation Counsel, Administrative Services Director and the Director of Economic Development Director met and interviewed two of the three groups. At the conclusion of the process it was decided NAI Norwood would be the best group to provide advisory and brokerage services. Coincidently, they were the only local group to submit and the lowest proposed fee.

The contract is before the Board of Aldermen because it is envisioned to be multi-year. I am requesting the approval of the Board of Aldermen for the award of the attached contract.

CONTRACT FOR PROFESSIONAL SERVICES

RFP 0019-060419

PROFESSIONAL CONSULTING SERVICES FOR REAL ESTATE BROKERAGE & MARKETING SERVICES

A CONTRACT BETWEEN

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

AND

NAI NORWOOD GROUP

NAME AND TITLE OF SERVICE PROVIDER

WITH A PRINCIPAL ADDRESS AT

116 SOUTH RIVER ROAD BEDFORD, NH 03110

ADDRESS OF SERVICE PROVIDER

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

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

WHEREAS, Service Provider represents it is 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 (together, the "Contract" or "contract"):

Exhibit A-- General Conditions for Contracts
Exhibit B—Summary & Scope of Work

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

2. WORK TO BE PERFORMED Except as otherwise provided in this Contract, Service Provider

shall furnish all services, equipment, and materials and shall perform all operations necessary and required to carry out and perform in accordance with the terms and conditions of the Contract the work described and attached hereto as Exhibit B, Summary & Scope of Work.

3. PERIOD OF PERFORMANCE. Service Provider shall perform and complete all work **within one (1) year of the effective date of the Contract and can be extended for up to two (2) one-year (1-year) periods upon written agreement of both parties**. The time periods set forth may only be altered by the parties by a written agreement or by termination in accordance with the terms of the Contract. Service Provider shall begin performance upon receipt of the **signed contract.**

4. COMPENSATION. Service Provider agrees to perform the work in Exhibit B, Summary & Scope of Work for the compensation provided in Exhibit B.

Unless Service Provider has received a written exemption from the City, Service Provider shall submit 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, if applicable.**

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

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.

2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

The City will pay for work satisfactorily completed by Service Provider in accordance with this Agreement. The City will pay Service Provider all undisputed portions of Service Provider's invoices within **30** days of receipt by the City of the submitted invoice forms and progress reports, unless otherwise collected at settlement as outlined in Exhibit B. The City will make no payments until the invoice forms and progress reports have been submitted and approved. If the City disagrees with any portion of an invoice, it shall notify Service Provider in writing of the amount in dispute and the specific reason for the objection within 10 days of the receipt of invoice. The City shall pay the undisputed portion of the invoice as specified above.

5. Effective Date of Contract. The Contract shall become effective upon approval by the City of Nashua Board of Aldermen.

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

CITY REPRESENTATIVE:	REPRESENTATIVE:
Tim Cummings, Director Economic Development Division Office of the Mayor – City Hall 229 Main Street Nashua, NH 03060	Chris Norwood, President NAI Norwood Group 116 South River Road Bedford, NH 03110

City of Nashua may add additional POCs

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

In Witness Whereof, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

City of Nashua, NH (signature)	*Service Provider (signature)*
James W. Donchess, Mayor *(Printed Name and Title)*	Chris Norwood President *(Printed Name and Title)*
Date	7/8/20 Date

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GENERAL CONDITIONS

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

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

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

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

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

under this contract, and Service Provider shall be and remain liable in accordance with the terms of the contract and applicable law.

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

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

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

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

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

6. **City Cooperation.** The City agrees that its personnel will cooperate with Service Provider in the performance of its work under this contract and that such personnel will be available to Service Provider for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City also agrees to provide Service Provider with access to City records in a reasonable time and manner and to schedule items that require City board or committee

action in a timely manner. The City and Service Provider also agree to attend all meetings called by the City or Service Provider to discuss the work under the Contract, and that Service Provider may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City.

7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES.** The City shall furnish to Service Provider all information and technical data in the City's possession or control reasonably required for the proper performance of the services. Service Provider shall be entitled to reasonably rely without independent verification upon the information and data provided by the city or obtained from generally accepted sources within the industry, except to the extent such verification by Service Provider is expressly required as a defined part of the Services.

Service Provider will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from Service Providers original interpretation through no fault of Service Provider and that additional costs necessary to conform to such changes or interpretation during or after execution of the Services will be subjected to an equitable adjustment in the Compensation and Project Schedule.

All future questions Service Provider may have concerning interpretation or clarification of this contract shall be submitted in within 10 calendar days of their arising. The contract shall state clearly and in full detail the basis for Service Provider's question or portion. The City representative shall render a decision with 15 calendar days. The City's decision on the matter is final. At all times, Service Provider shall carry on the work under this contract and maintain and complete work in accordance with the requirement of the contract or determination of the City. Service Provider is responsible, pursuant to the standard of care, for requesting clarification or interpretation in the event it discovers a conflict, error or omission or discrepancy in the contract documents, and is liable for its direct costs or expense to the extent caused by its failure to do so.

Service Provider shall be responsible for its performance and that of Service Provider's lower-tier subcontractors and vendors.

8. **TERMINATION OF CONTRACT**

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

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

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

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

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

B. TERMINATION FOR CAUSE. This agreement may be terminated by the City on 10 calendar day's written notice to Service Provider in the event of a failure by Service Provider to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City, pursue the project or to complete work in a timely and professional manner. Service Provider shall be given an opportunity for consultation with the City prior to the effective date of the termination. Service Provider may terminate the contract on 10 calendar days written notice if, through no fault of Service Provider, the City fails to pay Service Provider for 30 days after the date of approval of any submitted invoice forms and progress reports.

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

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

C. GENERAL PROVISIONS FOR TERMINATION. Upon termination of the contract, the City may take over the work and prosecute it to completion by agreement with another party or otherwise.

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

9. DISPUTE RESOLUTION. Any dispute not within the scope of section 7 or section 8 shall be resolved under this paragraph. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City Representative and a Service Provider representative. At all times and as long as the City is in compliance with its payment obligations to Service Provider of undisputed amounts, Service Provider shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City. If the dispute is not resolved within 60 days, either party pursue its remedies pursuant to this contract.

10. NO DAMAGES FOR DELAY. Apart from a written extension of time, no payment, compensation, or adjustment of any kind shall be made to Service Provider for damages because of hindrances or delays in the progress of the work from any cause, and Service Provider agrees to accept in full satisfaction of such hindrances and delays any extension of time that the City may provide, except when the city request Service Provider to provide over time or expend additional resources to complete the work and such delay is not the result of Service Providers negligent acts, errors or omissions.

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

- General Liability insurance in the amount of $1,000,000 per occurrence; $2,000,000 aggregate;
- $1,000,000 Combined Single Limit Automobile Liability;
  ***Coverage must include all owned, non-owned and hired vehicles.**
- $1,000,000 Profession Liability;

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

Service Provider will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days written notice of cancellation of coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is authorized by the State of New

Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Service Provider is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

- All deductibles and self-insured retentions above $100,000.00 shall be fully disclosed in the certificate(s) of insurance.
- If aggregate limits of less than $2,000,000 are imposed on bodily injury and property damage, Service Provider must maintain umbrella liability insurance of at least $1,000,000. All aggregates must be fully disclosed on the required certificate of insurance.
- The specified insurance requirements do not relieve Service Provider of its responsibilities or limit the amount of its liability to the City or other persons, and Service Provider is encouraged to purchase such additional insurance, as it deems necessary.
- The insurance provided herein is primary, and no insurance held or owned by the City of Nashua shall be called upon to contribute to a loss.
- Service Provider is responsible for and required to remedy all damage or loss to any property, including property of the City, to the extent caused by Service Provider or anyone employed, directed, or supervised by Service Provider.

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

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

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

14. **COMPENSATION.** If Applicable, review by the City of Service Provider's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City. If the City disagrees with any portion of an invoice or requires additional information, it shall notify Service Provider in writing of the amount in dispute and the specific reason for the objection within 10 days of receipt of invoice and The City shall pay all undisputed invoices of Service Provider in full within **30 days** of the submitted monthly invoice forms and progress reports.

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

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

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

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

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

17. **Federal Subcontracting requirements.** If Service Provider awards a subcontract under this contract, Service Provider, if applicable, shall use the following alternative steps:

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

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

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

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

21. **DISPOSITION OF CONTRACT MATERIALS.** Except for pre-existing works and/or other intellectual property owned by Service Provider, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Service Provider in the performance of its obligations under this contract shall be the exclusive property of the City and all such materials shall be remitted and delivered, at Service Provider's expense, by Service Provider to the City upon completion, termination, or cancellation of this contract. Alternatively, if the City provides its written approval to Service Provider, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Service Provider in the performance of its obligations under this contract must be retained by Service Provider for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City, in writing, requests any or all of the materials, then Service Provider shall promptly remit and deliver the materials to the City. Service Provider shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Service Provider's obligations under this contract without the prior written consent of the City. Service Provider shall not be responsible for any claims of the use of such materials by the City for any other purpose than that which is expressly set forth under this Contract.

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

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

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

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

23. *INTENTIONALLY OMITTED.*

24. *INTENTIONALLY OMITTED.*

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

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

27. **PROHIBITED INTERESTS.** Service Provider shall not allow any officer or employee of the City to have any indirect or direct interest in this contract by way of employment through Service Provider. Service Provider warrants that no officer or employee of the City has any direct or indirect interest, whether contractual, non-contractual, financial or otherwise, in this contract or in the business of Service Provider. If any such interest comes to the attention of Service Provider at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City. Service Provider also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Service Provider further warrants that no person having such an interest shall be employed in the performance of this

contract. If City determines that a conflict exists and was not disclosed to the City, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

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

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

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

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

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

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

32. CHOICE OF LAW AND VENUE. This contract shall be governed and construed in accordance with the law of the State of New Hampshire. Any action, complaint, cause of action, or other form of litigation, in law or in equity, arising out of this Agreement, the work performed or to be performed hereunder, or which is in any way referable hereto shall be brought in the

New Hampshire Superior Court for the Southern District of Hillsborough County or in the New Hampshire 9th Circuit Court situate in Nashua, New Hampshire and not elsewhere.

Exhibit B

Summary & Scope of Work

City of Nashua through the Office of Economic Development

Professional Services related to Commercial Real Estate Brokerage and Marketing Services

Summary

The purpose of this assignment is to provide marketing and brokerage services to the City of Nashua ("Owner"), through the Office of Economic Development related to the disposition of selected property.

Scope of Work

The Service Provider is hereby authorized to conduct the following Scope of Work, collectively defined as "Exclusive Listing Services". The services will be inclusive of the following obligations for both the Service Provider as well as the City of Nashua:

1. **Commissions:** Owner agrees to pay a commission at the rates set below if (a) during the term of the Contract the Broker, Owner or any other party, finds a purchaser, assignee or nominee, who is ready, willing and able to purchase the property in accordance with the terms and conditions of this Agreement, or such other terms and conditions as may be acceptable to Owner; or, (b) within 180 days after the termination of this agreement Owner is party to a binding Purchase and Sales agreement on the Property to any Qualifying Prospect. A Qualifying Prospect shall be any Buyer, identified in writing to Owner no later than 15 days after the termination of this agreement.

During the term of the Contract and as set forth above, commission is due and payable upon Owner approving a purchase and sale agreement with a ready willing and able buyer under terms and conditions agreeable to Owner. Commissions are collected at settlement, or lease signing.

The fee for leasing is 5% of base rent for the first five years of the lease and 2% of base rent for any additional years thereafter. This would be for the initial term of the lease only. No change in the above fee for a co-broke situation. In the event of a co-broke, Broker will split commission 50/50.

The fee for selling will be 6% of the first $1,000,000 of purchase price; 5% of the purchase price between $1,000,001 and $2,000,000 and 4% of the purchase price

above $2,000,0001. No change in the above fee for a co-broke situation. In the event of a co-broke, Broker will split commission 50/50.

If the final sale price or final lease rate is less than 75% of Asking Price: the Broker's commission shall be 75% of the original asking price multiplied by the above commission rates.

2. **Authority of Broker:** The Broker is authorized to use reasonable efforts to procure a ready willing and able buyer for the Property in accordance with the terms and conditions of the Contract.

Owner agrees that the Broker, when requested by other agents or prospects, may disclose the existence of other offers on the Property.

The Broker is hereby authorized to:

- Place signage on the Property.
- Place information about the Property on the Internet and/or Multiple Listing Services.
- Advertise the Property in print media.
- Release data about the transaction, such as parties to the transaction, location and square footage as press releases and/or databases for statistical purposes.
- Owner acknowledges that Broker will enter this data into "NNEREN" within 15 days of this agreement and will put the name of the Owner as "On File".

3. **Acknowledgements and Obligations of Owner:** Owner agrees to cooperate with Broker in effecting the sale of the Property and to immediately refer to Broker all inquiries of anyone interested in the Property. All negotiations are to be through the Broker.

Owner represents that Owner is the legal owner of the Property and has the right to enter into this Contract.

Owner acknowledges that Broker has made no guarantee of procuring a ready, willing and able buyer for the Property.

Owner agrees to disclose to the Broker all information concerning the Property including: Income and expenses, the existence of asbestos, radon, PCB transformers, mold, underground storage tanks, lead paint, history of methamphetamine laboratory use, septic systems and water problems or any information concerning the property be they adverse or otherwise. The duty to disclose is ongoing and if the Owner discovers additional information concerning the condition of the Property, the Owner shall promptly disclose the additional information to Broker.

Owner acknowledges that Broker is being retained solely as a real estate agent and not as an attorney, tax advisor, lender, appraiser, surveyor, architect, contractor or any other professional service provider. Owner has been advised to seek professional

advice for any non-brokerage services. Broker shall not be liable for any action, inaction, failure, negligence, error or omission of any other professional service provider.

It shall not be the responsibility of the Broker to determine the qualifications and creditworthiness of any buyer with whom Owner may enter into a Purchase and Sales agreement. Owner waives any claims it may have against Broker resulting from any Owner losses and liabilities, which Owner may hereafter suffer by entering into a Purchase and Sales agreement with any buyer.

Owner agrees to allow Broker to cooperate with licensees from other firms who accept Buyer Agency (also known as Tenant Representation) and Facilitator agreements. Owner understands that Broker may represent buyers of who also have interest in the Property. In those circumstances, Broker shall fully inform Owner and provide Owner the opportunity to proceed under a Disclosed Dual Agency agreement.

Property (ies)

The City of Nashua shall enter into from time to time an "Exclusive Listing Services" Agreement for a specific property. At this time it will be the following "Property(ies)":

44 Broad Street, Nashua NH at a list price of $525,000

*It should be noted that other properties may be added.

THE CITY OF NASHUA

Economic Development

"The Gate City"

To: L. Wilshire, President
From: T. Cummings, Director
Cc: Members of the Board of Aldermen

Date: July 27, 2020

Re: Communication To Approve-&- Place on File a Notice of Contract Change for Martini Northern Relative to Proceeding with a Guaranteed Maximum Price ("GMP")

This memo is being filed to communicate that a Guaranteed Maximum Price "GMP" of $2,825,625.00 has been established for the renovations at the Public Health Building located on Mulberry Street. The previously approved contract contemplated this eventuality. As an aside, there is $3,602,000.00 previously authorized for this project through R-20-012.

There have been no material changes to the scope, fee or other pertinent terms to the previously approved contract.

Attached is a copy of the previously approved contract related to the Public Health Building renovation, along with the associated Exhibits, which outlines the scope of work, basis for fees and the process or methodology governing the contract. Additionally, provided are the newly incorporated Exhibits setting the GMP. The contract is the City's standard construction manager contract.

Pursuant to NRO §5-91 relative to amendments and notifications of contracts I am notifying the Board of Aldermen of the aforementioned progress and seeking approval and placing on file.

AIA® Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the thirtieth day of July in the year Two Thousand and Twenty, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the nineteenth day of December in the year 2019 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Nashua Public Health Renovation
18 Mulberry Street
Nashua, NH 03060

THE OWNER:
(Name, legal status, and address)

The City of Nashua
229 Main Street
Nashua, NH 03060

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Martini Northern, LLC.
10 Main Street
Newfields, NH 03856

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Two Million Eight Hundred Twenty Five Thousand Six Hundred and Twenty Five Dollars

Init. /

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User Notes: (2053272627)

($ 2,825,625.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

See Exhibit E, Schedule of Values

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 **Alternates**
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
None	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None		

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
None		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

Anticipated date of September 8, 2020

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 **Substantial Completion**
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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[X] Not later than three hundred and twenty (320) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
None	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

See Exhibit A

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Exhibit A

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
None		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

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Item	Price
See Exhibit B	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

See Exhibit C

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	CONSTRUCTION MANAGER *(Signature)*
James Donchess, Mayor	Peter Middleton, President
(Printed name and title)	*(Printed name and title)*

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Nashua Public Health
18 Mulberry Street
Nashua, NH

July 30, 2020

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Martini Northern, LLC
10 Main Street
Newfields, NH 03856
www.martininorthern.com

MARTINI NORTHERN

Exhibit "A"
CONTRACT DOCUMENTS

Nashua Public Health
@
18 Mulberry Street
Nashua, NH

July 30, 2020

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A002	Code Review	7/16/20
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A104	Roof Floor Plan	7/16/20
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A202	New South & West Elevations	7/16/20
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A302	Enlarged Sections of Entry	7/16/20
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S1.1	First Floor Framing Plan	3/18/20
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Martini Northern, LLC
10 Main Street
Newfields, NH 03856
www.martininorthern.com

MARTINI NORTHERN

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E0.03	Equipment Schedules & Notes	7/15/20
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E1.03	Level 2 Lighting Plan	7/15/20
E1.04	Attic Level Lighting Plan	7/15/20
E2.01	Basement Level Power Plan	7/15/20
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SPECIFICATIONS

2.01 DIVISION 01 -- GENERAL REQUIREMENTS

A. 01 1000 - Summary
B. 01 3329 - Sustainable Design Reporting
C. 01 4000 - Quality Requirements
D. 01 4100 - Regulatory Requirements
E. 01 4533 - Code-Required Special Inspections
F. 01 5000 - Temporary Facilities and Controls
G. 01 6000 - Product Requirements
H. 01 6116 - Volatile Organic Compound (VOC) Content Restrictions
I. 01 7000 - Execution and Closeout Requirements
J. 01 7419 - Construction Waste Management and Disposal
K. 01 7800 - Closeout Submittals
L. 01 9113 - General Commissioning Requirements
M. 01 9114 - Commissioning Authority Responsibilities

2.02 DIVISION 02 -- EXISTING CONDITIONS

A. 02 4100 - Demolition
B. 02 6500 - Underground Storage Tank Removal

2.03 DIVISION 03 -- CONCRETE

A. 03 3000 - Cast-in-Place Concrete

2.04 DIVISION 04 -- MASONRY

2.05 DIVISION 05 -- METALS

A. 05 1200 - Structural Steel Framing
B. 05 2100 - Steel Joist Framing
C. 05 4000 - Cold-Formed Metal Framing
D. 05 5000 - Metal Fabrications
E. 05 5133 - Metal Ladders
F. 05 5213 - Pipe and Tube Railings

2.06 DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES

A. 06 1000 - Rough Carpentry
B. 06 2000 - Finish Carpentry

2.07 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION

A. 07 0150.19 - Preparation for Re-Roofing
B. 07 1300 - Sheet Waterproofing
C. 07 2100 - Thermal Insulation

MARTINI NORTHERN

D. 07 2119 - Foamed-In-Place Insulation
E. 07 2126 - Blown Insulation
F. 07 2129 - Sprayed Insulation
G. 07 2500 - Weather Barriers
H. 07 5400 - Thermoplastic Membrane Roofing
I. 07 6100 - Sheet Metal Roofing
J. 07 6200 - Sheet Metal Flashing and Trim
K. 07 7100 - Roof Specialties
L. 07 7123 - Manufactured Gutters and Downspouts
M. 07 7200 - Roof Accessories
N. 07 8123 - Intumescent Fire Protection
O. 07 8400 - Firestopping
P. 07 9200 - Joint Sealants

2.08 DIVISION 08 -- OPENINGS

A. 08 1113 - Hollow Metal Doors and Frames
B. 08 1416 - Flush Wood Doors
C. 08 3100 - Access Doors and Panels
D. 08 4229 - Automatic Entrances
E. 08 5200 - Wood Windows
F. 08 5659 - Service and Teller Window Units
G. 08 7100 - Door Hardware (Hardware Section to be REVISED and Schedule to be Reissued)
H. 08 8000 - Glazing
I. 08 9100 - Louvers

2.09 DIVISION 09 -- FINISHES

A. 09 2116 - Gypsum Board Assemblies
B. 09 3000 - Tiling
C. 09 5100 - Acoustical Ceilings
D. 09 6429 - Wood Strip and Plank Flooring
E. 09 6500 - Resilient Flooring
F. 09 8400 - Acoustic Room Components
G. 09 9113 - Exterior Painting
H. 09 9123 - Interior Painting

2.10 DIVISION 10 -- SPECIALTIES

A. 10 1400 - Signage
B. 10 2113.19 - Plastic Toilet Compartments
C. 10 2800 - Toilet, Bath, and Laundry Accessories
D. 10 4400 - Fire Protection Specialties
E. 10 5100 - Lockers
F. 10 5617 - Wall Mounted Standards and Shelving

2.11 DIVISION 11 -- EQUIPMENT

A. 11 5213 - Projection Screens

2.12 DIVISION 12 -- FURNISHINGS

A. 12 3600 - Countertops

2.13 DIVISION 13 -- SPECIAL CONSTRUCTION

2.14 DIVISION 14 -- CONVEYING EQUIPMENT

A. 14 2100 - Electric Traction Elevators

B. 14 4250 - Vertical Wheelchair Lifts

14 2400 - Hydraulic Elevators

2.15 DIVISION 21 -- FIRE SUPPRESSION TO BE ISSUED SEPARATELY

2.16 DIVISION 22 -- PLUMBING ON DRAWINGS

2.17 DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) ON DRAWINGS

2.18 DIVISION 25 -- INTEGRATED AUTOMATION

2.19 DIVISION 26 -- ELECTRICAL ON DRAWINGS

2.20 DIVISION 32 -- EXTERIOR IMPROVEMENTS

A. 32 3223.- Segmental Retaining Walls

2.21 DIVISION 46 -- WATER AND WASTEWATER EQUIPMENT

END OF SECTION

Exhibit "B"
ALLOWANCES

Nashua Public Health
18 Mulberry Street
Nashua, NH

July 30, 2020

The Owner and MN agreed the work described below to be treated as individual allowances. The value of this work has been incorporated into the Contract Amount. The value of the work has been estimated by MN based on available information. The actual cost of the work will vary from the estimate.

The cost of the work will be tracked and reported to the Owner on a biweekly basis in a format to be mutually agreed upon by the Owner and MN.

The final cost of this work including fee and any additional general conditions will be a change order to the Contract Amount. In the event of savings, the Change Order shall decrease the Contract Amount. In the event of additional costs, the Change Order shall increase the Contract Amount.

#	Title of the Allowance	Description of the Allowance	Value
1	Temporary Heat	To maintain adequate inside environment so progress in the project can continue. Includes heater, connections and fuel	$98,720
2	Roof Deck	Infill and support angles at old roof hatch location	$800
3	Fix Fire Escape Railings	To straighten and make necessary steel repairs	$2,000
4	Drywall Patching	Misc. patching of existing walls to remain as necessary for a complete finish	$10,000
5	New Access Controls	Includes access hardware for 7 doors at $1500 each, installed by city vendor	$10,500
6	New Panels for Access Controls	Control panel which controls access to 4 doors, two panels included at $1500 each installed by city vendor	$3,000
7	Panic Button	One panic button included at $1,000 each. Installation by city vendor	$1,000
8	Floor Prep	Floor preparation as necessary to meet the requirements of the flooring manufacturer	$10,000
		Total Estimated Value of the Allowances	$136,020

Martini Northern, LLC
10 Main Street
Newfields, NH 03856
www.martininorthern.com

MARTINI NORTHERN

MARTINI NORTHERN

Exhibit "C"
ASSUMPTIONS CLARIFICATIONS
NASHUA PUBLIC HEALTH

July 30, 2020

Project Name: NASHUA PUBLIC HEALTH - GMP
Estimate #: 4110

SCOPE CLARIFICATIONS

Based Upon:

Drawings:	See Exhibit "A"	Dated:	7/16/2020
Specifications:		Dated:	
Addenda:		Dated:	

DIVISION 1 (GENERAL CONDITIONS):

	The contract documents are assumed to be coordinated by the design team prior to this bid. Standard coordination of the Mechanical and Electrical trades is included in our bid to ensure proper installation of piping, equipment, fixtures and ductwork. Sufficient routing areas, adequate space, adequate access to equipment, proper sizing, and full coordination with the architectural intent of the project is the responsibility of the design team
	If the Owner, prior to or after contract execution, assigns Martini Northern (MN) a subcontractor or supplier, whether or not MN was informed of this fact during contract price settlement, MN agrees to endeavor to execute a mutually agreeable contract with the sub or supplier and manage the firm's work. MN is not to be held responsible for non-performance by this sub or supplier unless such non-performance is due fault of MN. Such non-performance items which are not MN's responsibility and are the responsibility of the owner, include but are not limited to: unreasonable contract terms demands, improper insurance coverage, lack of manpower, improper materials, non-conformance to the contract documents, failure to keep up with the job schedule, improper bonding, improper or untimely submittals, unqualified personnel, improper safety, etc. The owner agrees to take responsibility for such non-performance, assist in the resolution, and be resposible for applicable increases in the Contract Sum and schedule.
	It has been assumed the Owner shall contract directly with and pay for an agency to test materials as required by the Contract Documents. Testing shall include but not be limited to soils, concrete, steel, masonry, etc. The Contractor shall coordinate testing agency as required by the Contract Documents. The cost of testing is excluded from the Contract Sum.
	Martini Northern's failure to obtain a Certificate of Occupancy shall not prohibit Martini Northern from achieving Substantial Completion unless the failure to obtain the Certificate of Occupancy is a direct result of negligence or non-performance by Martini Northern.
	We reserve our rights to negotiate the terms and conditions of the proposed contract.
Includes:	Assumption that we will get parking passes for MN employees as well as pre-approved sub contractors to park in parking lot across the street
Includes:	Use of parking area across street for laydown area as well as parking
Includes:	"Builder's Risk" insurance
Excludes:	Job Trailer, Super will utilize space within the building

Excludes:	utility company charges and backcharges. We exclude costs related to power consumption as a result of the construction process
Excludes:	utility company charges and backcharges if required to raise or cover power lines for lifts to be used to do work around the exterior of the building
Excludes:	Future Tariffs imposed that affect costs of materials for the duration of this project

DIVISION 2 (DEMOLITION):

Includes:	Abatement of all asbestos items requiring removal per the survey provided by RPF Environmental
Includes:	Trash chute
Includes:	Adding ice and water shield after abatement and before new roof is installed to keep it weather tight.
Excludes:	removal and disposal of hazardous materials found not listed in the survey

DIVISION 3 (CONCRETE):

DIVISION 4 (MASONRY):

DIVISION 5 (METALS):

Includes:	$800.00 Allowance for roof deck infill and support angles at old roof hatch location
Includes:	$2,000.00 Allowance for fixing fire escape railings
Excludes:	New Exterior swing gate. Keep existing

DIVISION 6 (ROUGH CARPENTY):

DIVISION 6 (MILLWORK/FINISH CARPENTRY):

Includes:	New vanity in Large exam room, instead of modifying existing
Includes:	reinstall & modification of cabinets and countertops in both labs
Includes:	New Solid surface desk and 4 drawer cabinet in Nurses office
Excludes:	Wire shelving, closet shelving and rods, as well as any shelving in storage rooms

DIVISION 7 (INSULATION, FIREPROOFING, FIRESTOPPING, SEALANTS & WATERPROOFING):

DIVISION 7 (ROOFING):

Includes:	0.080 thick TPO roof with 30 year warranty

DIVISION 7 (SIDING):

Not Applicable - no scope

MARTINI NORTHERN

Exhibit "C"
ASSUMPTIONS CLARIFICATIONS
NASHUA PUBLIC HEALTH

July 30, 2020

DIVISION 8 (DOORS, FRAMES & HARDWARE):

Includes:	27 new Hollow metals frames
Includes:	12 new steel doors
Includes:	56 new wood doors

DIVISION 8 (GLASS & GLAZING):

Includes:	3 new bullet resistant transaction windows
Includes:	new Pella Lifestyle series window with Integral blinds. The blinds are manufacturered out of the country and will be delayed. Pella will install the blinds once they come in, which could be after occupancy.

DIVISION 9 (DRYWALL):

Includes:	$10,000.00 Allowance for Patching

DIVISION 9 (ACOUSTICAL CEILING TILES):

DIVISION 9 (FLOORING):

Includes:	$10,000.00 allowance for floor prep

DIVISION 9 (PAINTING):

Excludes:	Finishes at window sashes
Excludes:	Painting new wood doors, they come prefinished with clear coat

DIVISION 10 (SPECIALITES):

Includes:	5 feminine napkin disposals in bathrooms, not shown in drawings
Includes:	Metal wrap for 2 columns outside rear entrance
Includes:	New raised letter sign on exterior canopy over rear entrance
Excludes:	Projection screen in conference room. Supplied and installed by owner

DIVISION 11 (EQUIPMENT):

Excludes:	All equipment; to be supplied and installed by owner

DIVISION 12 (FURNISHINGS):

Not applicable - no scope

DIVISION 14 (CONVEYING EQUIPMENT):

Includes:	Single phase Hydraulic machine room less elevator

DIVISION 21 (FIRE SUPPRESSION):

Includes:	New wet / dry sprinkler systems

Excludes:	Removal of existing riser system, including backflow preventer, dry pipe valve, air compressor, fire department connection, and main drain
Excludes:	centering sprinkler heads on ceiling tiles. Existing are not centered now.

DIVISION 22 (PLUMBING):

DIVISION 23 (HVAC):

DIVISION 26 (ELECTRICAL):

Includes:	Area of refuge system, which was previously an alternate

DIVISION 28 (SAFETY AND SECURITY):

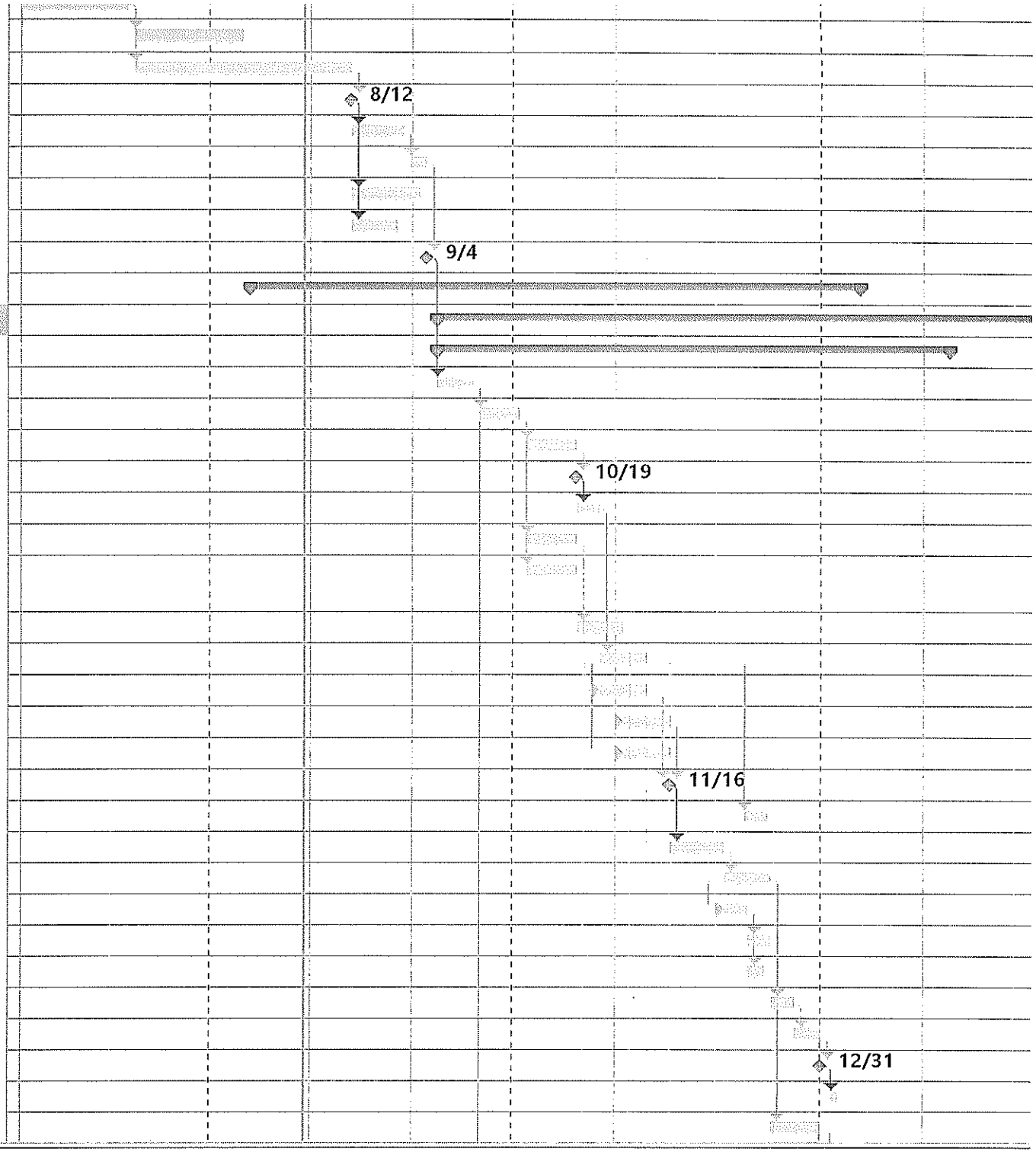
Includes:	Existing Access control on Front and Rear Entrances only
Includes:	New access controls for 7 doors per drawings at $1,500 each
Includes:	2 new panels for access controls at $1,500 each
Includes:	1 panic button at $1,000 each

DIVISION 31 (EARTHWORK):

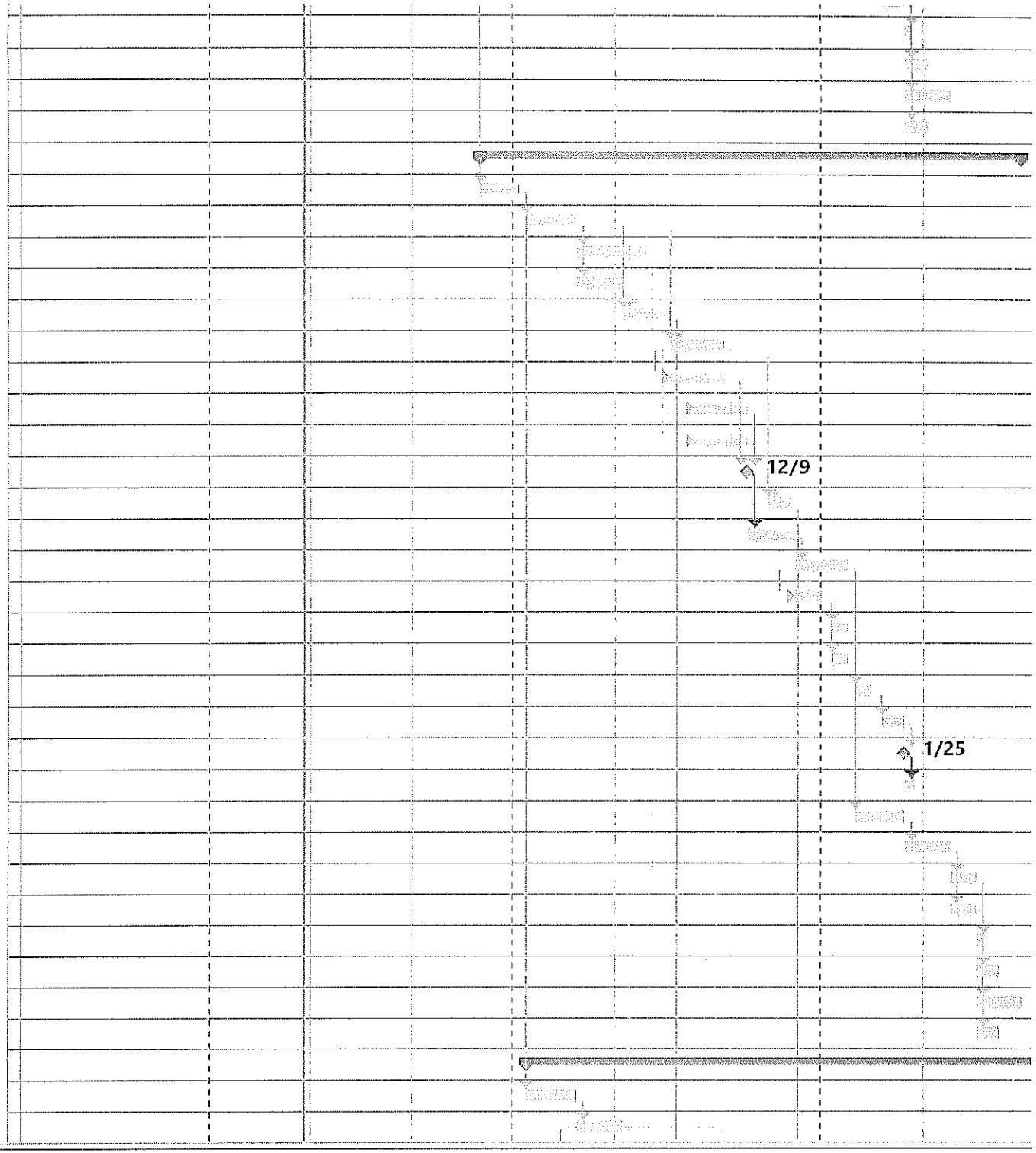
It has been assumed all excavated material (except existing topsoil) can be used as common fill as defined in the geotechnical report. All surplus material shall be hauled off-site. The cost to remove all surplus material from the site is included in the Contract Sum assuming that this same material would be suitable for backfill. The cost to dispose of and replace soil unsuitable for backfill is not included in the Contract Sum.

Excludes:	removal of unsuitable and unclassified materials and their replacement
Excludes:	It has been assumed no ledge will be encountered. The cost to remove ledge is excluded from the Contract Sum.
Excludes:	It has been assumed no boulders (one cubic yard and larger) will be encountered. The cost to remove boulders is excluded from the Contract Sum.

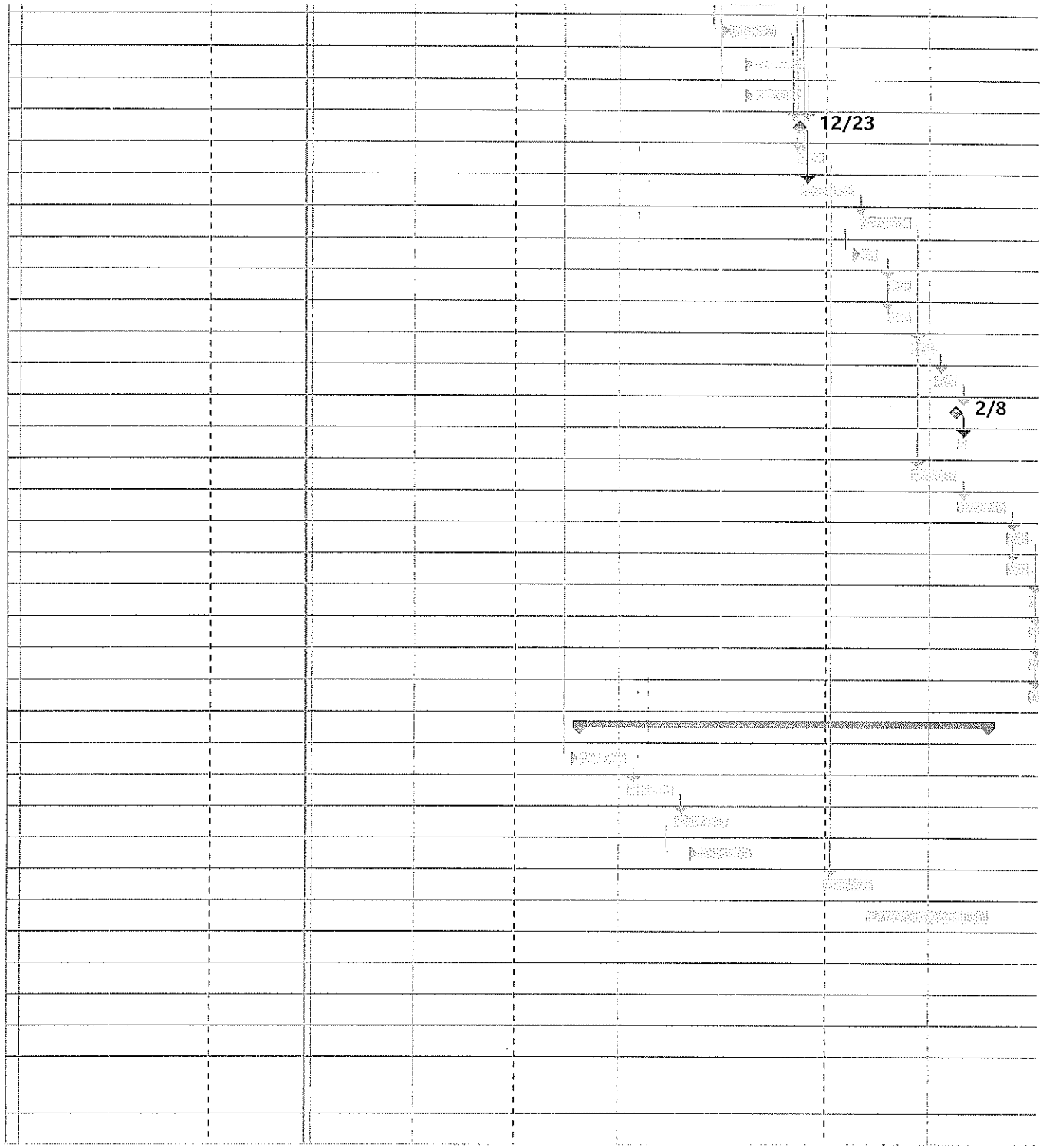
	23 days	Tue 5/5/20	Fri 6/5/20
e	24 days	Mon 6/8/20	Fri 7/10/20
	47 days	Mon 6/8/20	Wed 8/12/20
	0 days	Wed 8/12/20	Wed 8/12/20
	12 days	Thu 8/13/20	Fri 8/28/20
	5 days	Mon 8/31/20	Fri 9/4/20
	15 days	Thu 8/13/20	Wed 9/2/20
ent	10 days	Thu 8/13/20	Wed 8/26/20
	0 days	Fri 9/4/20	Fri 9/4/20
s	**126 days**	**Mon 7/13/20**	**Tue 1/12/21**
	169 days	**Tue 9/8/20**	**Tue 5/11/21**
	104 days	**Tue 9/8/20**	**Mon 2/8/21**
	9 days	Tue 9/8/20	Fri 9/18/20
	10 days	Mon 9/21/20	Fri 10/2/20
	10 days	Mon 10/5/20	Mon 10/19/20
	0 days	Mon 10/19/20	Mon 10/19/20
	5 days	Tue 10/20/20	Mon 10/26/20
	10 days	Mon 10/5/20	Mon 10/19/20
Walls	10 days	Mon 10/5/20	Mon 10/19/20
	10 days	Tue 10/20/20	Mon 11/2/20
	10 days	Tue 10/27/20	Mon 11/9/20
	10 days	Tue 10/27/20	Mon 11/9/20
	10 days	Tue 11/3/20	Mon 11/16/20
	10 days	Tue 11/3/20	Mon 11/16/20
	0 days	Mon 11/16/20	Mon 11/16/20
	5 days	Wed 12/9/20	Tue 12/15/20
	10 days	Tue 11/17/20	Wed 12/2/20
	10 days	Thu 12/3/20	Wed 12/16/20
ors	5 days	Thu 12/3/20	Wed 12/9/20
	5 days	Thu 12/10/20	Wed 12/16/20
	3 days	Thu 12/10/20	Mon 12/14/20
	5 days	Thu 12/17/20	Wed 12/23/20
	5 days	Thu 12/24/20	Thu 12/31/20
	0 days	Thu 12/31/20	Thu 12/31/20
	2 days	Mon 1/4/21	Tue 1/5/21
	10 days	Thu 12/17/20	Thu 12/31/20



	2 days	Tue 1/26/21	Wed 1/27/21
	5 days	Tue 1/26/21	Mon 2/1/21
	10 days	Tue 1/26/21	Mon 2/8/21
	5 days	Tue 1/26/21	Mon 2/1/21
	110 days	**Mon 9/21/20**	**Tue 3/2/21**
	10 days	Mon 9/21/20	Fri 10/2/20
	10 days	Mon 10/5/20	Mon 10/19/20
	15 days	Tue 10/20/20	Mon 11/9/20
	10 days	Tue 10/20/20	Mon 11/2/20
	10 days	Tue 11/3/20	Mon 11/16/20
	10 days	Tue 11/17/20	Wed 12/2/20
	10 days	Tue 11/17/20	Wed 12/2/20
	10 days	Tue 11/24/20	Wed 12/9/20
	10 days	Tue 11/24/20	Wed 12/9/20
	0 days	Wed 12/9/20	Wed 12/9/20
	5 days	Wed 12/16/20	Tue 12/22/20
	10 days	Thu 12/10/20	Wed 12/23/20
	10 days	Thu 12/24/20	Fri 1/8/21
ors	5 days	Thu 12/24/20	Thu 12/31/20
	5 days	Mon 1/4/21	Fri 1/8/21
	5 days	Mon 1/4/21	Fri 1/8/21
	5 days	Mon 1/11/21	Fri 1/15/21
	5 days	Tue 1/19/21	Mon 1/25/21
	0 days	Mon 1/25/21	Mon 1/25/21
	3 days	Tue 1/26/21	Thu 1/28/21
	10 days	Mon 1/11/21	Mon 1/25/21
	10 days	Tue 1/26/21	Mon 2/8/21
	5 days	Tue 2/9/21	Tue 2/16/21
	5 days	Tue 2/9/21	Tue 2/16/21
	2 days	Wed 2/17/21	Thu 2/18/21
	5 days	Wed 2/17/21	Tue 2/23/21
	10 days	Wed 2/17/21	Tue 3/2/21
	5 days	Wed 2/17/21	Tue 2/23/21
	110 days	**Mon 10/5/20**	**Tue 3/16/21**
	10 days	Mon 10/5/20	Mon 10/19/20
	10 days	Tue 10/20/20	Mon 11/2/20



	10 days	Thu 12/3/20	Wed 12/16/20
	10 days	Thu 12/10/20	Wed 12/23/20
	10 days	Thu 12/10/20	Wed 12/23/20
	0 days	Wed 12/23/20	Wed 12/23/20
	5 days	Wed 12/23/20	Wed 12/30/20
	10 days	Thu 12/24/20	Fri 1/8/21
	10 days	Mon 1/11/21	Mon 1/25/21
ɔors	5 days	Mon 1/11/21	Fri 1/15/21
	5 days	Tue 1/19/21	Mon 1/25/21
	5 days	Tue 1/19/21	Mon 1/25/21
	5 days	Tue 1/26/21	Mon 2/1/21
	5 days	Tue 2/2/21	Mon 2/8/21
	0 days	Mon 2/8/21	Mon 2/8/21
	3 days	Tue 2/9/21	Thu 2/11/21
	10 days	Tue 1/26/21	Mon 2/8/21
	10 days	Tue 2/9/21	Tue 2/23/21
	5 days	Wed 2/24/21	Tue 3/2/21
	5 days	Wed 2/24/21	Tue 3/2/21
	2 days	Wed 3/3/21	Thu 3/4/21
	5 days	Wed 3/3/21	Tue 3/9/21
	10 days	Wed 3/3/21	Tue 3/16/21
	5 days	Wed 3/3/21	Tue 3/9/21
	82 days	**Tue 10/20/20**	**Thu 2/18/21**
	10 days	Tue 10/20/20	Mon 11/2/20
	10 days	Tue 11/3/20	Mon 11/16/20
	10 days	Tue 11/17/20	Wed 12/2/20
nent	10 days	Tue 11/24/20	Wed 12/9/20
	10 days	Thu 12/31/20	Thu 1/14/21
	25 days	Wed 1/13/21	Thu 2/18/21
	40 days	**Wed 3/17/21**	**Tue 5/11/21**
Bldg)	10 days	Wed 3/17/21	Tue 3/30/21
	10 days	Wed 3/31/21	Tue 4/13/21
	10 days	Wed 4/14/21	Tue 4/27/21
:tions	10 days	Wed 4/28/21	Tue 5/11/21
	0 days	Tue 5/11/21	Tue 5/11/21



MARTINI NORTHERN

EXHIBIT "E"

ESTIMATE SUMMARY

Project Name: NASHUA PUBLIC HEALTH - FINAL GMP
Estimate #: 4110
Bid Date: 7/28/2020

SCOPE OF WORK	GMP SUBTOTAL
DAILY DEBRIS MANAGEMENT	41,550
SCAFFOLDING / TEMP FENCING / TEMP WALLS	9,125
SAFETY / FLOOR & WALL PROTECTION / HOUSEKEEPING	15,070
TEMPORARY HEAT (ALLOWANCE)	98,720
ABATEMENT	108,550
DEMOLITION	68,100
SHORING & BRACING	4,500
CONCRETE	30,000
MASONRY / STONEWORK	14,060
STRUCTURAL , MISC. & ORNAMENTAL STEEL	24,800
ROUGH CARPENTRY	62,300
MILLWORK / FINISH CARPENTRY	50,593
ROOFING / SIDING	80,800
INSULATION	13,990
FIRESTOPPING	2,500
WATERPROOFING / SEALANTS	2,500
FIREPROOFING	0
DOORS / FRAMES / HARDWARE	106,166
GLASS & GLAZING	264,349
DRYWALL	130,157
FLOORING	100,160
ACOUSTICAL CEILING	54,400
PAINT / WALL COVERINGS	41,700
SPECIALTIES	38,521
EQUIPMENT	0
FURNISHINGS	0
SPECIAL CONSTRUCTION	0
CONVEYING EQUIPMENT	139,020
FIRE SUPPRESSION	66,470
PLUMBING	83,323
HVAC	346,150
ELECTRICAL	180,950
SAFETY AND SECURITY	14,500
EARTHWORK	36,000
EXTERIOR IMPROVEMENTS	0
GENERAL CONDITIONS	319,215
SUB TOTAL:	2,548,239
BUILDING PERMIT:	1,609.85
CONTINGENCY:	127,412
BUILDER'S RISK INSURANCE:	1,612
INSURANCE:	28,031
FEE:	94,685
TOTAL:	2,801,589
BOND COST:	24,036
GMP GRAND TOTAL:	**$ 2,825,625**

Exhibit "F"
CONTRACTOR'S CONTINGENCY

Nashua Public Health
18 Mulberry Street
Nashua, NH

July 30, 2020

The Contractor has included a contingency, Contractor's Contingency, in the Contract Amount. The Contractor's Contingency has a value of $127,412. This contingency has been established to provide the Contractor a source of funds for work not identified or quantified by the Contractor in the cost estimate. The Contractor's Contingency is not the Owner's Contingency. The Owner's Contingency shall provide the Owner a source of funds for unforeseen conditions or additional scope of work as directed by the Owner, Architect or Engineer.

Management of Contingency
The Contractor shall manage the expenditure of funds in the Contractor's Contingency. Unused funds shall be categorized as savings and shall be returned to the Owner per the savings clause in the agreement.

Inclusions

- The Contractor's Contingency shall be used to reimburse the Contractor for the cost of Work not identified or quantified by the Contractor during the cost estimate. The scope of this work shall be clearly identified in the Construction Documents. (Example: The architectural drawings indicate a light fixture integrated into a cabinet system. The electrical drawings did not show this light fixture. The millwork subcontractor excluded the light fixture and the electrical subcontractor did not carry the cost for the fixture. The Contractor shall purchase the light fixture from the electrical subcontractor with funds from the Contractor's Contingency without and increase to the GMP.)
- The Contractor's Contingency shall be used to reimburse the Contractor for the cost of Premium Time required to accelerate the schedule because of an act or neglect of the Contractor or their subcontractors.
- The cost to repair or correct Work damaged or improperly executed by the Contractor or their sub-contractors.

Exclusions

- The Contractor's Contingency shall not be used to pay for the costs of unforeseen conditions.
- The Contractor's Contingency shall not be used to pay for overages in the Allowances. See Exhibit "B" for a list of the Allowances.
- The Contractor's Contingency shall not be used to pay for additional work requested by the Owner, Architect or Engineer.

Determination of Value
The Contractor's Contingency is 5% of the Total Estimated Cost of the Project.

THE CITY OF NASHUA

Economic Development

"The Gate City"

To: L. Wilshire, President
From: T. Cummings, Director
Cc: Members of the Board of Aldermen

Date: July 27, 2020

Re: Communication – Approval & Place on File A Contract Amendment for Professional Engineering Services related to the Nashua Downtown Riverfront Implementation Project VHB, Inc.

The Tax Increment Financing Development Program and Financing Plan adopted by the Board through the passage of O-18 -006, states that the City Economic Development Director shall be the Administrator of the District and shall have the power to, *inter alia*, "negotiate and sign, upon the approval of the Board of Aldermen, any contracts relative to the design, engineering, construction, or operations of any phase or component of the activities proposed under this Plan."

A copy of the Professional Engineering Services Contract related to the Nashua Downtown Riverfront Implementation Project with VHB, Inc., along with Exhibits outlining the scope and basis for fees as previously approved is attached. As shown the contract is the City's standard Professional Engineer services contract.

It was decided to break the work up into three distinct phases. The first phase known as concept plan design had a Purchase Order issued for $437,653.00 (P.O. 154005) to VHB for their design services. It is anticipated that at the conclusion of the concept plan design phase there will be a balance of $91,300.00. The attached contract amendment is for preliminary design services and the second phase of our project design work. The total figure for this effort is $500,000.00. After you subtract out the $91,300.00 there is a balance of $408,700.00 and the source of funds is the TIF account created to implement the downtown riverfront project.

Pursuant to NRO §5-91 relative to Contract Amendments and in conforming with the Tax Increment Financing Development Program and Financing Plan, I am requesting the approval of the Board of Aldermen for the award of the attached contract amendment of $500,000.00.

Exhibit A

CONTRACT FOR PROFESSIONAL SERVICES

RFQ0265-061219
DESIGN SERVICES & PROJECT MANAGEMENT
DOWNTOWN RIVERFRONT IMPLEMENTATION

A CONTRACT BETWEEN

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

AND

VANASSE HANGEN BRUSTLIN, INC. ("VHB")

NAME AND TITLE OF SERVICE PROVIDER

2 BEDFORD FARMS DRIVE, SUITE 200, BEDFORD, NH 03110

ADDRESS OF SERVICE PROVIDER

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

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

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

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

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

Exhibit A- General Conditions for Contracts
Exhibit B – VHB Scope of Work Dated October 31, 2019
Exhibit C – RFQ0265-061219

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

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

work described.

3. PERIOD OF PERFORMANCE. Service Provider shall perform and complete all work **with final plans, [TBD].** . The time periods set forth may only be altered by the parties by a written agreement to extend the period of performance or by termination in accordance with the terms of the contract. Service Provider shall begin performance upon receipt of the **signed contract.**

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

_____ ($437,653.00)

Unless Service Provider has received a written exemption from the City. Service Provider shall submit 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, Service Provider agrees to provide the following with each request for payment:

1. Appropriate invoice forms. The forms shall include the project purchase order number, a listing of personnel hours and billing rates, and other expenditures for which payment is sought.

2. A progress report. The report shall include, for each monthly reporting period, a description of the work accomplished, problems experienced, upcoming work, any extra work carried out, and a schedule showing actual expenditures billed for the period, cumulative total expenditures billed and paid to date under the contract, and a comparison of cumulative total expenditures billed and paid to the approved budget.

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

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

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

CITY REPRESENTATIVE:

Tim Cummings
Director of Economic Development
Office of Economic Development
229 Main Street
Nashua, NH 03060

REPRESENTATIVE:

Robin Bousa
Managing Director
Vanasse Hangen Brustlin, Inc. ("VHB")
2 Bedford Farms Drive, Suite 200
Bedford, NH 03110

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

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

City of Nashua, NH (signature)	*Vanasse Hangen Brustlin, Inc. (signature)* MARTIN F. KENNEDY FOR
Jim Donchess, Mayor *(Printed Name and Title)*	Robin Bousa, Managing Director *(Printed Name and Title)*
12/9/19 Date	12/5/19 Date

EXHIBIT A
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GENERAL CONDITIONS

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

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

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

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

Vanesse Hangen Brustlin, Inc. has entered into a contract with the City of Nashua to perform work upon receipt of a **Notice to Proceed** to **Final Completion** and requests that the Insurer provide to the City of Nashua 1) a certificate of coverage, and 2) notice of any lapse in coverage or nonpayment of coverage that the Service Provider is required to maintain. The certificate and notice should be mailed to:

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

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

3. **STANDARD OF CARE.** Service Provider shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all work performed under this contract.

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

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

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

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

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

Except as provided in this paragraph, Service Provider shall implement no change unless the City in writing approves the change. Unless otherwise agreed to in writing, the provisions of this contract shall apply to all changes. The City may provide verbal approval of a change when the

City, in its sole discretion, determines that time is critical or public health and safety are of concern. Any verbal approval shall be confirmed in writing as soon as practicable. Any change undertaken without prior City approval shall not be compensated and is, at the City's election, sufficient reason for contract termination.

6. CITY COOPERATION. The City agrees that its personnel will cooperate with Service Provider in the performance of its work under this contract and that such personnel will be available to Service Provider for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City also agrees to provide Service Provider with access to City records in a reasonable time and manner and to schedule items that require action by the Board of Public Works and Finance Committee in a timely manner. The City and Service Provider also agree to attend all meetings called by the City or Service Provider to discuss the work under the Contract, and that Service Provider may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City.

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

8. TERMINATION OF CONTRACT

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

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

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

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

performance of work terminated, abandoned, or suspended under the notice, assign to the City any orders or subcontracts specified in the notice, and revoke agreements specified in the notice.

4. Not resume work after the effective date of a notice of suspension until receipt of a written notice from the City to resume performance.

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

B. TERMINATION FOR CAUSE. This agreement may be terminated by the City on 10 calendar day's written notice to Service Provider in the event of a failure by Service Provider to adhere to all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City, pursue the project or to complete work in a timely and professional manner. Service Provider shall be given an opportunity for consultation with the City prior to the effective date of the termination. Service Provider may terminate the contract on 10 calendar days written notice if, through no fault of Service Provider, the City fails to pay Service Provider for 30 days after the date of approval of any submitted invoice forms and progress reports.

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

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

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

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

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

9. **DISPUTE RESOLUTION.** Any dispute not within the scope of section 7 or section 8 shall be resolved under this paragraph. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City Representative and a Service Provider representative. At all times, Service Provider shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City. If the dispute is not resolved within 30 days, either party may request that the dispute be submitted to the Board of Public Works for final resolution. The decision of the Board of Public Works shall be final and binding on the parties. If either party is dissatisfied with the decision of the Board of Public Works, that party may immediately terminate the contract under this paragraph, with Service Provider being entitled to compensation for work actually and satisfactorily performed up to the time of the termination and the City being entitled to all contract materials in accordance with paragraph 21, and compensation for any additional damages or expenses incurred in completing the work under the contract, including, without limitation, the costs of securing the services of other Service Providers.

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

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

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

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

Service Provider will provide the City of Nashua with certificates of insurance for coverage as listed below and endorsements affecting coverage required by the contract within ten calendar days after the City issues the notice of award. The City of Nashua requires thirty days written

notice of cancellation or material change in coverage. The certificates and endorsements for each insurance policy must be signed by a person authorized by the insurer and who is licensed by the State of New Hampshire. **General Liability and Auto Liability policies must name the City of Nashua as an additional insured** and reflect on the certificate of insurance. Service Provider is responsible for filing updated certificates of insurance with the City of Nashua's Risk Management Department during the life of the contract.

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

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

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

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

14. COMPENSATION. Review by the City of Service Provider's submitted monthly invoice forms and progress reports for payment will be promptly accomplished by the City. If there is insufficient information, the City may require Service Provider to submit additional information.

Unless the City, in its sole discretion, decides otherwise, the City shall pay Service Provider in full within **30 days of approval** of the submitted monthly invoice forms and progress reports.

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

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

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

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

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

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

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

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

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

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

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

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

21. DISPOSITION OF CONTRACT MATERIALS. Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Service Provider in the performance of its obligations under this contract shall be the exclusive property of the City and all such materials shall be remitted and delivered, at Service Provider's expense, by Service Provider to the City upon completion, termination, or cancellation of this contract. Alternatively, if the City provides its written approval to Service Provider, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Service Provider in the performance of its obligations under this contract must be retained by Service Provider for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City, in writing, requests any or all of the materials, then Service Provider shall promptly remit and deliver the materials, at Service Provider's expense, to the City. Service Provider shall not use, willingly allow

or cause to have such materials used for any purpose other than the performance of Service Provider's obligations under this contract without the prior written consent of the City.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

EXHIBIT TO CONTRACT FOR PROFESSIONAL SERVICES

BETWEEN

VANASSE HANGEN BRUSTLIN, INC.

AND

THE CITY OF NASHUA, NEW HAMPSHIRE

DOWNTOWN RIVERFRONT PROJECT

November 3, 2019

This Exhibit includes details of the services to be performed, timing of the services, and compensation. This is an exhibit to the City's standard Contract for Professional Services which includes the City's General Conditions for Contracts, which are the general terms of the engagement between the City of Nashua and Vanasse Hangen Brustlin, Inc. (VHB).

PROJECT DESCRIPTION

The Scope of Services for this Agreement consists of the data collection, design, engineering and environmental documentation for planned improvements surrounding a downtown section of the Nashua River in Nashua, New Hampshire as described in the sections that follow. The project boundaries along the Nashua River are approximately from the Broad Street Parkway eastward to Main Street, and right-of-way survey will extend further east of Main Street.

SCOPE OF SERVICES

The following represents VHB's proposed scope of services for the above project. The scope of work initially only includes the following phase:

- Phase 1 - Conceptual Design and Estimates

The Phases 2 and 3 scope of work for the Schematic Design (Preliminary Plans) and Design Development (Final Plans) phases will be added by contract amendment at a later date. The overall project includes a variety of components and the preliminary and final design and permitting should be defined with greater certainty following completion of the conceptual design phase. It is anticipated that the overall project will be broken into sub-project areas that may proceed under differing schedules because of factors such as property impacts, permitting, complexity and funding.

PHASE 1 - CONCEPTUAL DESIGN AND ESTIMATES

The conceptual design phase will include project initiation, data gathering, confirmation and refinement of the findings and recommendations in the Riverfront Plan. This phase will also include a variety of due diligence tasks that will help shape the schematic designs (preliminary plans) in Phase 2. Phase 1 will include developing conceptual cost estimates to determine whether the proposed improvements fall within a reasonable range of the available funding. The following tasks will be included in the Phase 1 scope of work.

Estimated Duration: 20 weeks

1.1 Project Initiation & Design Criteria

VHB will organize a project initiation meeting with City staff, invited officials and TIF Board members, and key representatives from the various disciplines of the design team. This meeting will serve to acquaint, or reacquaint, all parties, confirm communication protocols, discuss schedule and near-term milestones, and to essentially kick off the first phase of design. VHB will hold subsequent internal kickoff meetings, working meetings and site reviews with VHB staff and subconsultants to advance this phase in a coordinated fashion.

Another important early action will be drafting design criteria for all aspects of the conceptual design for City approval.

Estimated Duration: 2 weeks

1.2 Property and Topographic Surveys

This task will consist of boundary survey and existing conditions survey including base plan production. This work will be performed by VHB's subconsultant Hayner/Swanson, Inc. (HSI).

1.2.1 Standard Boundary Survey

HSI shall perform a "Standard Boundary Survey" Urban classification of the 17 properties located adjacent to the Nashua River between Broad Street and Main Street. The City also identified 10 additional properties that will be surveyed east of Main Street. Those parcels are outside the existing TIF district but an extension of the riverfront improvements east of Main Street is reasonably foreseeable and the City feels it is prudent to conduct the additional boundary survey in that area now. Those parcels are therefore included with this scope of work and associated fee.

HSI will utilize historic data, where possible, to compile the previous surveys with the current surveys necessary under the Contract. The survey shall include the following:

1. Title research at the Hillsborough County of Deeds.

2. Control survey locating the monuments and historic control to tie the properties together.
3. Location of monumentation necessary to determine the boundary lines.
4. Right of Way research at the City Clerk's and Engineer's offices necessary in determining the right of way limits of roads within and adjacent to the project limits.
5. Boundary analysis and determinations by HSI's licensed land surveyor.
6. Computations and compilations of the survey data.

1.2.2 Existing Conditions Survey and Plan

A. HSI shall perform a Topographic Existing Conditions survey of portions of properties between Broad Street Parkway and Main Street as outlined in Exhibit B.1 attached. The survey includes approximately 9 acres and 5,000 LF of road and river bank locations. The survey shall include the following:

1. Location and elevation of existing structures.
2. Elevations, locations, size of existing sewerage and drainage utilities within the survey area.
3. Location of existing utilities (well, gas, telephone and electric).
4. Location of edge of pavement of abutting streets.
5. Location of existing features (tree lines, signs, walls, etc.).
6. Location of wetland flagging provided by VHB wetland scientists.

B. Upon completion of the survey HSI shall prepare 1"=40' scale base map for use for design of the proposed riverfront improvements by other project team members.

These tasks assume adequate monumentation exists on or near the property to make an accurate boundary determination. If adequate monumentation does not exist, additional research and field work may be necessary. VHB will contact the City prior to HSI performing any additional work to discuss the costs associated with any additional work and a mutually agreed upon Contract Amendment shall be executed prior to continuation of the work.

Note that in order to perform their work, HSI staff may need to access abutting properties. Although HSI will make every effort to locate the potential encroachments and boundary monuments without trespassing on abutting properties, it is advised that the City obtain verbal or written permission for temporary access by the field crews. If physical access is necessary, but denied by the abutters, then the City may want to seek legal advice on how to proceed.

DELIVERABLES

HSI's New Hampshire Licensed Land Surveyor shall sign and stamp the final plans and mail up to six (6) prints to the City and project team. In addition, HSI will provide an AutoCad drawing file with the associated survey data for use by the design team and the City.

In the event additional topographic and/or bathymetric survey requirements are identified as design development proceeds, they will be addressed in subsequent contract amendments.

Lead Consultant: **HSI**
Support from: **VHB, Halvorson**
Duration: Phased over 14 weeks

1.3 Environmental Documentation

During this conceptual phase VHB will supplement the high-level, GIS-based environmental resource data gathering that was completed for the Riverfront Plan with detailed documentation and delineation. VHB wetland scientists will complete the required resource delineation and documentation along the shoreland for survey by HSI. Environmental resource and constraint information will be supplemented using a combination of database research and communication with local, state, and federal agencies. VHB will also review all relevant documentation that the City may have compiled from the private developments that surround the riverfront.

Lead Consultant: **VHB**
Support from: **Halvorson**
Estimated Duration: 3 weeks, pending ensuing winter conditions

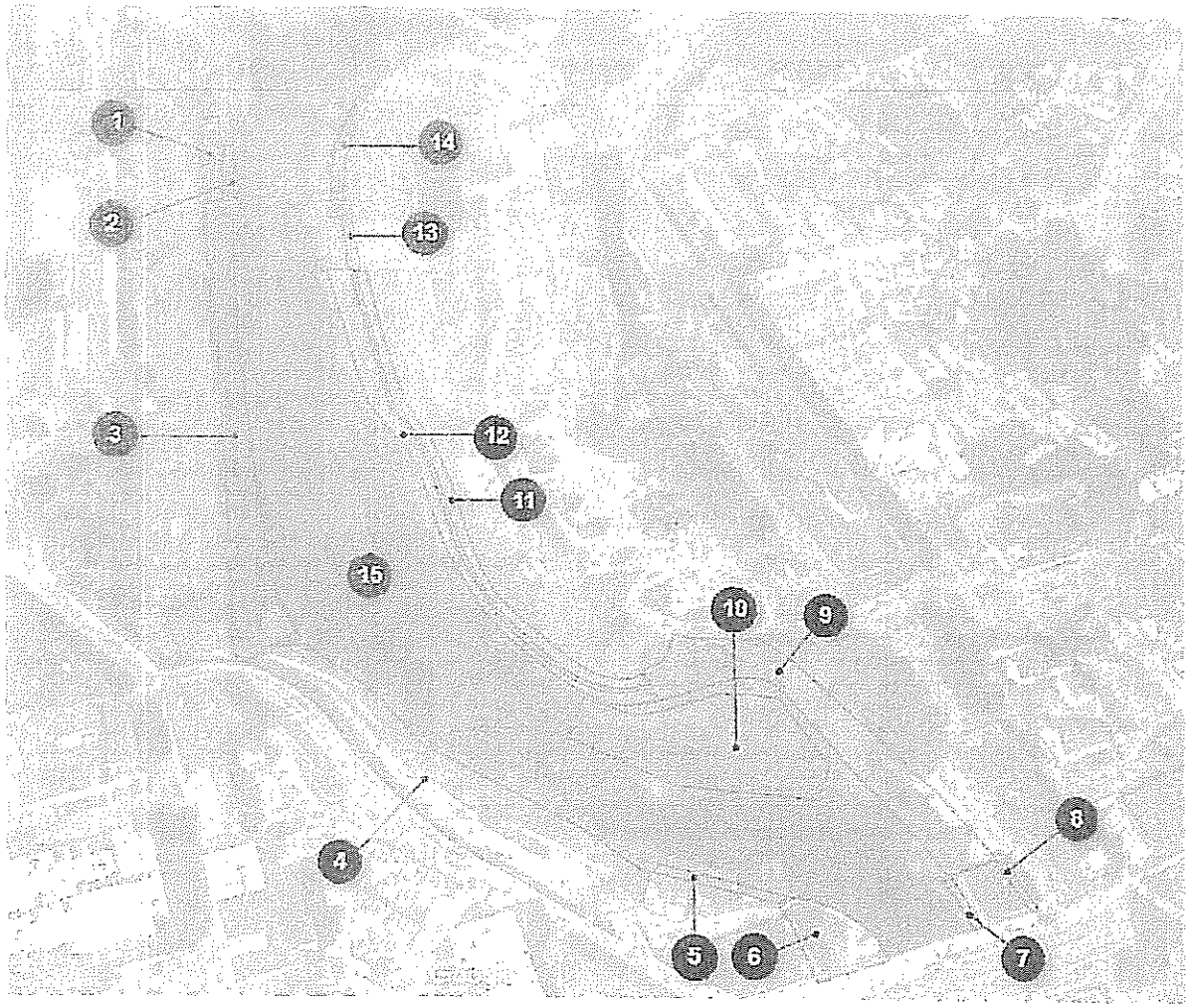
1.4 Conceptual Design

VHB will work closely with Halvorson and H.L. Turner to develop conceptual design plans that include more detail than the schematics and illustrations that were in the Riverfront Plan. We expect that the plans will initially be shown on ortho photos amended with available GIS information and the City's 2-foot contours since ground survey will be ongoing during the early conceptual design phase. VHB and Halvorson will transition to using the ground survey information as it becomes available from HSI.

As the design progresses the design team will be mindful of the "Six Big Ideas" that were defined during the Riverfront Plan: Connectivity, Environmental Stewardship, Access to the River, Recreation and Green Space, Flood Resiliency and Economic Development.

Early during the conceptual design phase, the project team will complete due diligence efforts to better understand all relevant constraints and opportunities within the project limits. The project team will also vet design alternatives during this phase with input from the City, other stakeholders and the public as appropriate. Deliverables during this phase will include sketch plans and design graphics of sufficient detail to convey the intended improvements. The design team will also develop approximately eight (8) 3D renderings of specific project features to illustrate the envisioned improvements to the public and other stakeholders.

Following are descriptions of the various project components as they are currently understood along with proposed roles and responsibilities of the applicable design team members for each component. The below map provides a key to each of the primary numbered project components. *Estimated Duration:* 16 weeks



1.4.1 - New Access at Factory St. Extension:

Task: Define the accessible route from Clock Tower Place to Factory Street Extension. This may require ramps and/or creative use of the available space to satisfy ADA requirements.

Product: Provider up to two (2) design alternatives including plans, profiles, and sections as appropriate to define the proposed improvements and to illustrate proposed grading.

Lead Project Team Consultant: **VHB**
Support from: **HSI, Halvorson**

1.4.2 - Existing ADA Ramp and Cotton Transfer Pedestrian Bridge:

Task: The project includes no significant changes to the existing south side ramp and ped bridge. Elements that may be included in this existing project facility include lighting and signage. Lumen Design Studio has already included the Cotton Transfer Bridge in their existing contract with the City and minimal additional effort is required during Phase 1 of this project.

Lead Consultant: **VHB**
Support from: **Halvorson, Lumen Design Studio, Fitzemeyer & Tocci**

1.4.3 - Redesign of Factory St Extension:

This area will include modifications to the existing Factory St Extension to better accommodate pedestrians and bicyclists, but to continue to provide access for emergency vehicles and maintenance operations. The improvements are expected to include lighting, signage, street furniture and possibly new pedestrian railings and river's edge enhancements. Care will be taken to maintain some trees and protect the stability of the existing walls. The design team will also evaluate replacing existing roadway paving with new materials that would reinforce the design aesthetic of the Riverwalk System and potentially allow stormwater infiltration. The design may include an over-water section of path to preserve parking in the vicinity of Perk de la Renaissance. The existing building in the vicinity of the Cotton Transfer Bridge may also be repurposed for activities such as boat rentals, or possibly removed.

The work in this segment will include close coordination with the property owner.

Product: Provide up to two (2) design alternatives including plans, profiles, critical sections, and precedent images as appropriate to define the proposed improvements.

Lead Consultant: **VHB**
Support from: **Halvorson**

1.4.4 - Redesign Parking Lot + Renaissance Park:

The conceptual design efforts in this area will include further development to test the concept ideas in the Riverfront Plan. The design may include filling lands adjacent to Water Street to create an amphitheater, new pathways, revised parking, waterfront plazas and landscape enhancements that include planting, hardscape, street furnishings and lighting. This area may also be explored for potential flood mitigation (excavation) and a cantilevered overlook that would take advantage of the prominent riverfront location.

Halvorson may also consider water features (fountain) for further design by specialty consultants by amendment.

Product: Prepare up to three (3) design alternatives including plans, profiles, critical sections, and precedent images as appropriate to define the proposed improvements.

Lead Consultant: **Halvorson**
Support from: **VHB, HLT**

1.4.5 - New Cantilevered Boardwalk & Ramp:

This important sub area includes the exploration of a new cantilevered ramp that would connect the lower Renaissance Park to the upper level Main Street and park. The expectation is that the boardwalk structure would be similar to the existing cantilevered boardwalk at the Peddler's Daughter building. This may include a ramp and/or a stair system to account for the grade change. If determined feasible, this element would be advanced through design. If determined infeasible, this element would be removed and possibly supplemented by sidewalk enhancements that connect Renaissance Park via Water Street to Main Street.

Due diligence efforts by HL Turner during this phase will include interior building inspections to determine the potential for attaching the cantilevered boardwalk to the building.

Product: Plans and sections and precedent images as appropriate to define the proposed improvements.
Lead Consultant: **HL Turner**
Support from: **VHB, Halvorson, Lumen Design Studio, Fitzemeyer & Tocci**

1.4.6 - Renovation to Bicentennial Park:

Renovations to this small park adjacent to Main Street may include updates that refresh the streetscape materials and furnishings to tie together the aesthetics of the Riverfront design with the Park. There may be opportunities to update how public art is displayed in the park and lighting and ADA modifications may also be appropriate. The work does not include modifications to the existing railings or retaining walls other than modifications that may be part of the cantilevered boardwalk in area 5 above.

Product: Provide two (2) design alternative including plans, sections, sketches and precedent images as appropriate to define the proposed improvements.

Lead Consultant: **Halvorson**
Support from: **Lumen Design Studio, Fitzemeyer & Tocci, VHB**

1.4.7 - New Cantilevered Boardwalk:

This important sub area includes the exploration of a new cantilevered boardwalk that would connect Main Street to the existing trail in area 9. The expectation is that the boardwalk structure would be similar to the existing cantilevered boardwalk at the Peddler's Daughter building. If determined feasible, this element would be advanced through design. If determined infeasible, this element would be removed and possibly replaced by pedestrian enhancements in sub-area 8.

Due diligence efforts by HL Turner during this first phase will include interior and exterior building inspections to determine the potential for attaching the cantilevered boardwalk to the building.

Product: Plans, sections, sketches and precedent images as appropriate to define the proposed improvements.

Lead Consultant: **HL Turner**
Support from: **Halvorson, VHB, Lumen Design Studio, Fitzemeyer & Tocci**

1.4.8 - Multipurpose Path adjacent to Railroad

The potential to introduce a multipurpose path area adjacent to the existing Railroad to provide a formal multimodal connection to Main Street by Riverside Barbeque Company will be studied in this sub-area if it appears that the cantilevered boardwalk in the above section will not be feasible. This study will explore an accessible route from Main Street, paralleling the tracks heading east towards the parking lot and existing trail. This would likely involve redefining the paved surfaces to clearly demarcate the multiuse path apart from the railroad track, relying on obtaining rights to do so. If determined to be feasible, this would be advanced through design development only if it is determined that the cantilevered boardwalk alternative is not feasible.

Product: Provide plans, typical cross sections, and sketches as appropriate to define the proposed improvements.

Lead Consultant: **VHB**
Support from: **Halvorson**

1.4.9 - Multipurpose Trail

This subarea includes updates to the existing trail that may include: reconstruction and repaving of the trail if necessary or desired, pedestrian lighting, trail furnishings, small plazas for overlooks, and selected locations for public art. This may also include screening of the power substation. VHB will rely on information from HL Turner related to floodplain elevations and restrictions and will likely avoid adding fill as part of any trail enhancements if possible.

VHB will also examine potential landscape enhancements along the river's edge to enhance aesthetics and control invasives.

Product: Plans, typical cross sections, sketches and one (1) perspective as appropriate to define the proposed improvements.

Lead Consultant: **VHB**
Support from: **Halvorson, HL Turner, Lumen Design Studio, Fitzemeyer & Tocci**

1.4.10 - New Floating Dock + Access Ramp.

This area will include the assessment and conceptual design of a new pedestrian ramp and floating dock to provide improved river access. The ramp and dock are envisioned to be floating to avoid concerns with filling within the floodway, and removable to prevent winter damage. HL Turner will conduct early due diligence to determine the configuration and feasibility of this structure.

Product: Plans, sections and sketches as appropriate to define the proposed improvements.

Lead Consultant: **HL Turner**
Support from: **VHB, Halvorson**

1.4.11 - Existing Trail Improvements

This sub area may include updates to the existing trail that would include: reconstruction and repaving of the trail where appropriate or necessary, lighting, trail furnishings, small plazas for overlooks or pause places, and selected locations for public art. This area may be explored for potential flood storage in upland areas if flood mitigation is needed due to proposed filling elsewhere.

Product: Plans, typical cross sections, sketches and one (1) perspective as appropriate to define the proposed improvements.

Lead Consultant: **VHB**
Support from: **Halvorson, HL Turner**

1.4.12 - Riverbank Restoration + New Access

This sub area will likely include enhancing the space between the paved trail and the water's edge. VHB will examine potential improvements along the river's edge to enhance aesthetics, improve visibility and access to the river, conduct bank stabilization, and potentially treat stormwater. There may also be opportunities for small overlooks, and selected locations for display of public art, signage and lighting. The City is currently addressing the invasives problem in advance of this project, but there may be opportunities to modify the ground cover on the banks to mitigate invasives long term. VHB will rely on guidance from HL Turner on floodplain elevations and restrictions on filling.

Product: Include up to two (2) design alternatives including plans, typical cross sections, sketches and one (1) perspective as appropriate to define the proposed improvements.
Lead Consultant: **VHB**
Support from: **HL Turner, Halvorson**

1.4.13- ADA Accessible Ramp to Cotton Transfer Bridge

An ADA accessible bike/pedestrian ramp will be developed to connect the ground level multiuse path up to the Cotton Transfer pedestrian bridge. The intent will be to utilize similar design elements as the existing ADA ramp on the opposite side of the river. The work will be done with consideration for avoiding impacts to the floodplain and floodway. VHB will complete the design with input from Halvorson and will coordinate with Lumen Design Studio and Fitzemeyer & Tocci for lighting the structure. This project component may be a good candidate for an accelerated schedule and "early success" assuming environmental permitting will not hold it back.

Product: Provide up to two (2) design alternatives including plans, sections and sketches as appropriate to define the proposed improvements.

Lead Consultant: **VHB**
Support from: **HL Turner, Lumen Design, Fitzemeyer & Tocci**

1.4.14 - Concept Design for Trail

This sub area includes the conceptual design of a future trail that will connect westerly toward the broad Street Parkway and possibly beyond. The design will also account for a potential future multi-use bridge connection across the river, including planning for likely structure support locations. This area will require close coordination with the land owner to determine how the trail would integrate into their development plans.

Product: Provide up to two (2) design alternatives including plans, typical cross sections, and sketches as appropriate to define the proposed improvements.

Lead Consultant: **VHB**
Support from: **Halvorson, HSI**

1.5 River Hydrology

Any of the design that would result in fill within the floodplain and floodway must be coordinated with HL Turner since they will maintain the river hydraulics model.

HL Turner will develop 2-, 5-, 10-, 50-, 100- and 500- year peak Nashua River flows using data/analysis of stream flow records from the USGS' Pepperell, MA gage, transposed downriver to the project site.

HL Turner will create a project design river hydraulic model using the current effective FEMA HEC-RAS model, and determine flow-water surface elevation profiles for the 2-through 500-year peak river flows, and the FEMA regulatory floodway zone.

Based on the agreed upon project design flood resiliency and structural criteria, HL Turner will select and insert the design Concept Plan features into the project design hydraulic river model.

HL Turner will provide VHB and the Project Team the results of the hydraulic impacts (i.e. water surface elevation rises, floodway impacts and river velocity increases) identifying impacts and recommendations on how to deal with the impacts (i.e. removal or reorientation of certain plan features).

Lead Consultant: **HL Turner**
Support from: **VHB, Halvoson**
Estimated Duration: 10 weeks

1.6 Lighting

It is understood that the majority of the conceptual Riverfront lighting design has already been advanced under an existing City contract by Lumen Design Studios with support from Fitzemeyer & Tocci for power supply. There may still be a need to involve these team members

as the conceptual design of the entire project progresses. It will be important to integrate their current lighting designs into any new work planned under this project. The current understanding is that most if not all of the proposed Riverfront lighting will be built as part of this project.

Product: Plans, details and images to illustrate the proposed conceptual improvements.

Lead Consultant: **Lumen Design Studio**
Support from: **Fitzemeyer & Tocci, VHB**
Estimated Duration: 8 weeks

1.7 Wayfinding

The City is currently advancing a downtown wayfinding plan designed by others. For the Riverfront project VHB will at most identify the conceptual recommended locations for wayfinding signage during the conceptual stage, but actual wayfinding sign development will be advanced in a later phase. For Phase 1 the wayfinding efforts will only include identifying conceptual sign placement locations and potential general content.

Lead Consultant: **VHB**
Support from: **Halvorson**
Estimated Duration: 1 week, toward the end of Phase 1

1.8 Permitting Considerations

Permit applications will be prepared after Phase 2, but during Phase 1 the design team will be cognizant of the potential permitting implications of every aspect of the design when important design decisions are being made. Section 7 of the Riverfront Plan included a relatively exhaustive evaluation of the permitting landscape for this project. As the design progresses, however, VHB environmental specialists will advise the design team relative to any permitting implications. In addition, The HL Turner Group will provide crucial input on any in-stream or shoreline work that could potentially affect flood levels. If sub-projects are identified for accelerated schedules it will be important to demonstrate that they have independent utility and can be permitted on their own rather than waiting for the entire project to be permitted.

Lead Consultant: **VHB**
Support from: **HL Turner, Halvorson**
Estimated Duration: throughout Phase 1

1.9 Conceptual Cost Estimating

VHB will manage and assemble cost estimates for each of the project components from the design team members in their respective disciplines. The HL Turner Group will provide costs for

the proposed boardwalk and in-water features, and VHB and Halvorson will provide costing for site-civil, ADA ramp, paths, streetscape, and landscape features. Cost estimates will be conceptual at this early stage and based on major items and appropriate contingencies. We anticipate aligning the cost estimates with each of the so called "sub-projects" that evolve from the conceptual design such that they could easily be advanced on different tracks to construction if a need arises due to funding or permitting constraints or a desire by the City to break out individual projects.

The design team will recommend contingency amounts in light of rapidly rising construction pricing. Experienced engineering and design staff will perform quality reviews of the estimates to help ensure that relevant factors affecting price are considered. VHB will also advise the City on potential risk factors associated with various project components because of the relatively limited design development during the conceptual design phase.

Product: Itemized conceptual construction cost estimates broken down by sub-project areas.

Lead Consultant: **VHB**
Support from: **All**
Estimated Duration: 3 weeks at the end of phase 1

1.10 Public Engagement

The proposed approach to public engagement during Phase 1 will be multipronged and relatively low key, as advised by the City. We do not envision holding workshops since there was heavy public involvement during the development of the Riverfront Plan. For Phase 1 we instead propose to hold one public meeting that will essentially be a project update and an opportunity for additional input and interaction. We also propose to participate in one City Leaders meeting at which the design team will present to the City's leadership and internal stakeholders.

Design team members will also opportunistically attend other events in the City to show a presence and to informally interact with the public. The level of effort for this task is assumed to be minimal and would typically include staffing a table with project graphics at events such as farmer's markets or other seasonal public events. Attendance at two events is assumed.

The last method of engagement would include posting project information on the city's website, as opposed to using the services of a third-party public relations firm such as co-Urbanize. We assume attendance at up to three public events during the Conceptual phase.

The design team understands the importance of economic development and will provide the City with graphics and other collateral materials that can be used to promote the riverfront project to developers and prospective tenants. This will include renderings and 3D visualizations

that will have already been developed as part of the conceptual design and specifically for the public engagement process and will also be used for social media during this phase.

Lead Consultant: **VHB**
Support from: **Halvorson, HSI**
Estimated Duration: Continuous, and public and stakeholder meetings in second half of Phase 1.

1.12 Phase 1 Project Meetings

The design team will attend regularly scheduled project meetings with the City at which a range of design and project development topics will be discussed. These meetings will generally be bi-weekly conference calls, with an assumed three (3) face-to-face meetings with key design team and City staff members for when plans, graphics and complex subjects will be reviewed. One (1) stakeholder meeting is included as well. We also envision informal drop-in meetings as needed and sharing desktops electronically to seek answers quickly during the design.

One (1) working Design Team Meeting is included near the start of the project to collaboratively work through detailed design scope and tasks. We assume there will be eight (8) scheduled project coordination calls with the City during Phase 1.

Lead Consultant: **VHB**
Support from: **All**
Estimated Duration: Throughout Phase 1

COMPENSATION

VHB and its subconsultants will perform the Scope of Services on a time and materials basis. The estimated Upset Limit for this Scope of Services is $ 437,653. including labor, overhead, profit and direct expenses. VHB direct expenses will be billed at their actual cost without markup and VHB's subconsultants will be billed at their actual costs plus 5% administrative fees.

VHB	$ 138,690.
Halvorson design	$ 68,455.
H.L. Turner	$ 99,500.
Hayner/Swanson Inc (HSI)	$ 82,100.
Lumen Design Studio	$ 8,550.
Fitzemeyer & Tocci	$ 26,158.
Administrative Fees on VHB Subconsultants (5%)	$ 14,200.
PHASE 1 CONTRACT AMOUNT:	$ 437,653.

AMENDMENT FOR PROFESSIONAL SERVICES

BETWEEN

VANASSE HANGEN BRUSTLIN, INC.

AND

THE CITY OF NASHUA, NEW HAMPSHIRE

DOWNTOWN RIVERFRONT PROJECT

July 31, 2020

The following amends the existing agreement between the City of Nashua and Vanasse Hangen Brustlin, Inc. (VHB) for the Nashua Downtown Riverfront Project dated 12/12/2019. This amendment is subject to the terms and conditions of the original contract.

PROJECT LIMITS

The project limits have expanded from those described in the original contract. By way of this amendment the project boundaries along the Nashua River are expanded to include the northern riverfront east of the Margaritas restaurant to and including the pedestrian walkway on the PanAm bridge, and along the south side of the river from Main Street east past the PanAm bridge to Temple Street. The project area continues to include the north and south sides of the river from Pine Street and the Broad Street Parkway eastward to Main Street.

SCOPE OF SERVICES

The scope of services covered by this amendment includes the work under the following phase:

- Phase 2 – Preliminary Design (Schematic Design)

The scope of services for Phase 3 Final Design (Design Development) will be added by contract amendment at a later date when the scope is well defined.

PHASE 2 – PRELIMINARY DESIGN

The preliminary design phase will build on the work and design decisions made in the phase 1 conceptual design phase. Whereas the conceptual design was largely a 2-dimensional (2D) design with assorted sketches, details, visualizations and plans, the preliminary design will evolve into a 3-dimensional (3D) design. This will be done using the survey base plans provided by Hayner-Swanson Inc. (HIS) working directly for the City. Preliminary design will only commence

on segments of the project when survey becomes available. VHB and the design team will rely on the completeness and accuracy of the materials and data that are provided by HSI.

The primary objectives of the preliminary design are as follows:

- Define the limits of work so environmental permits and property agreements can be developed in the next phase,
- Define all the proposed improvements to a level where cost estimating will be meaningful,
- Preliminary cost estimating to ensure that the design program is affordable within the available funding.

The products of the preliminary design will include 3D design plans developed to sufficient detail to achieve the above objectives. This phase does not include detailed grading, stormwater treatment or management, drainage or traffic studies or environmental testing.

It is proposed that a mid-preliminary design reassessment will be conducted with involvement from the design team, City staff and HSI to ensure that the scope and fee in this amendment are adequate and appropriately distributed and that the project is tracking as envisioned. Pending important design decisions will be identified and the scope will be adjusted as appropriate. In addition, consideration will be given to the project development and implementation process. The construction management (CM) approach will be considered for portions or all the project, and logical project component groupings will be evaluated. An alternative would be to bring in a construction firm on an advisory basis at this stage to provide input on means and methods and costs for the more complicated shoreline aspects of the project. This would likely be beneficial as the project enters permitting.

Estimated Duration: 12 weeks

2.1 PHASE 2 - PRELIMINARY DESIGN

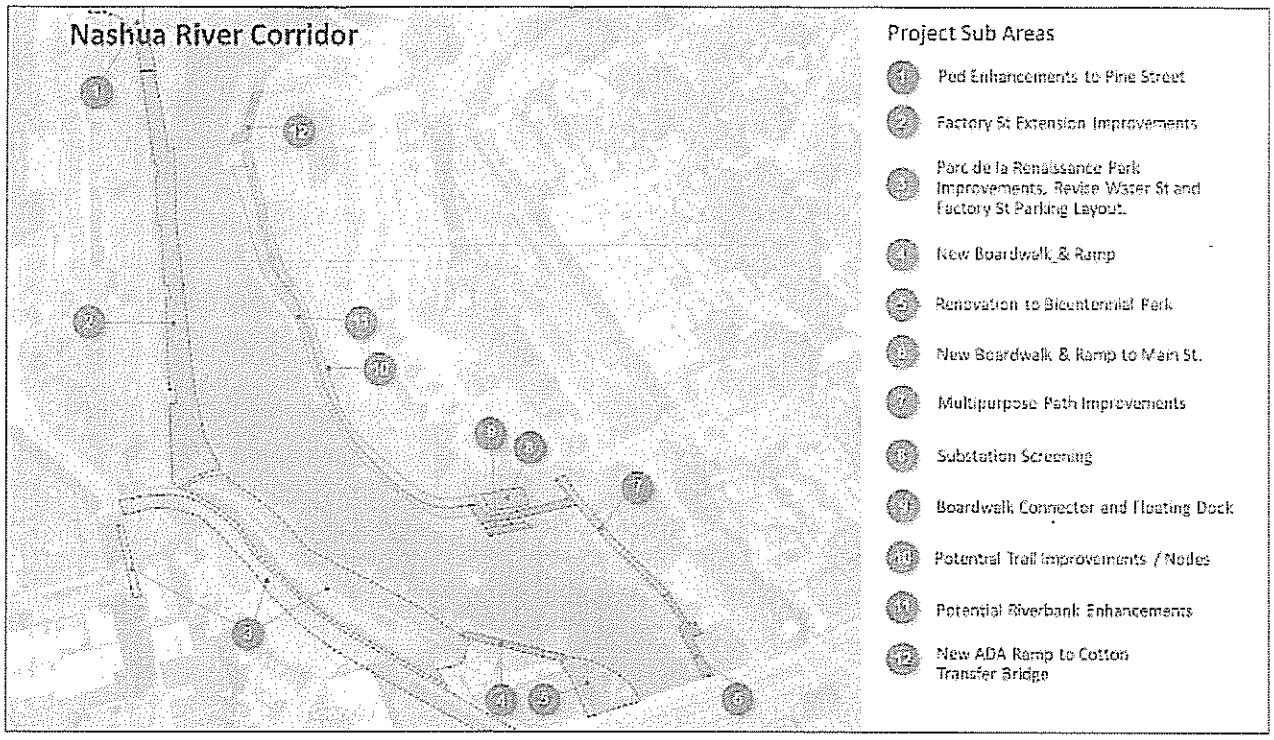
2.11 Phase 2 Initiation

VHB will organize a brief phase 2 kickoff meeting with City staff, HSI and design team leaders.

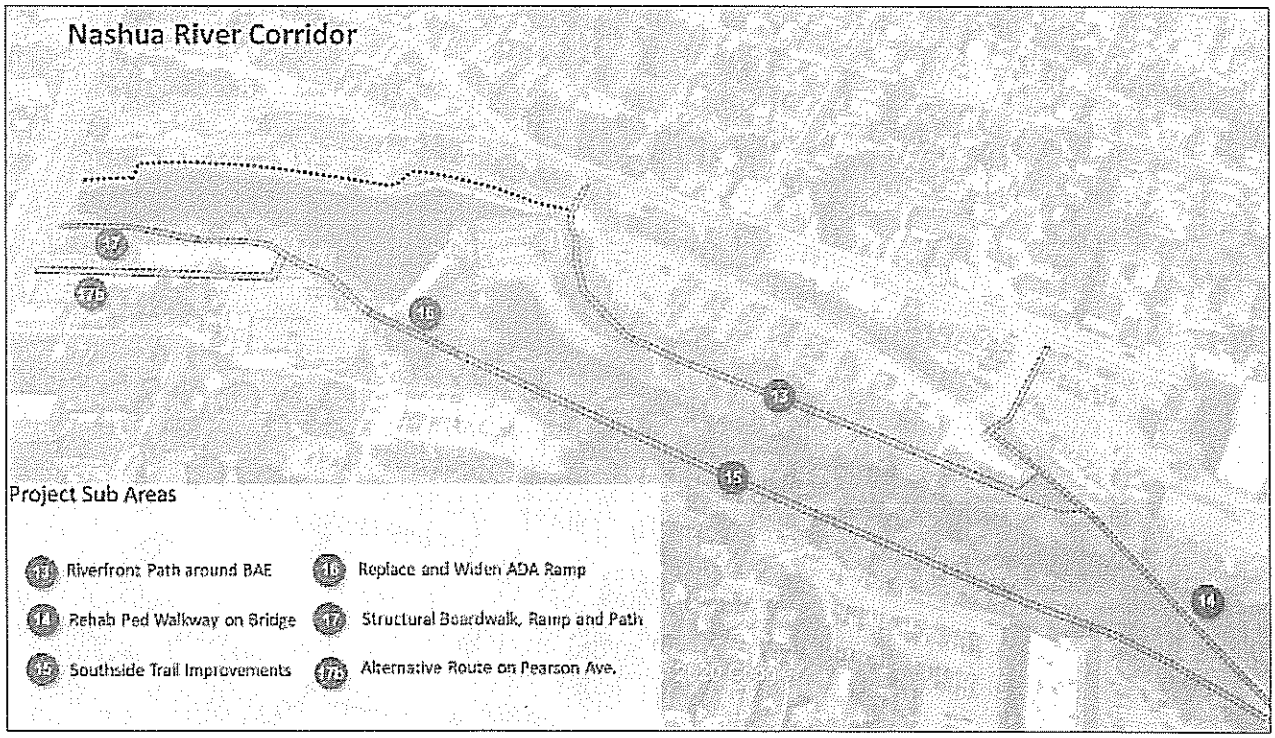
2.12 Preliminary Design Plans

It is anticipated that the overall project will be broken into sub-project areas that may or may not proceed under differing schedules because of factors such as property impacts, permitting, complexity, funding and delivery methods. During conceptual design the overall project was broken into 17 project areas, or components as shown in the figures that follow. The preliminary design scope of services for each project component is described in reference to the project component numbering shown in the figures.

Project components west of Main Street:



Project components east of Main Street:



Following are descriptions of the proposed scope of services specific to each project component shown above.

2.12.1 - Factory St. Extension Ped Access to Pine Street

This task has evolved to include a new ped crossing on Pine Street with appropriate pavement markings, signage and possibly flashing beacons. VHB will complete this preliminary design. Minor streetscape modifications at the entrance to Factory Street Extension that would give the appearance that the street is intended for pedestrians have been considered, but the assumption at this time is that the area will not be improved until after the redevelopment of the Picker Building since their plans are still pending.

Lead Project Team Consultant: **VHB**
Support from: **Halvorson**

2.12.2 - Redesign of Factory St Extension:

This area will include modifications to the existing Factory St Extension to better accommodate pedestrians and bicyclists, but to continue to provide access for emergency vehicles and maintenance operations. The improvements are expected to include lighting, new pedestrian railings, planters and possibly dumpster screening. The design does not include an over-water section of path to preserve parking in the vicinity of Perk de la Renaissance, but rather assumes that some parking will be displaced to make room for a path connection, as discussed with the property owners.

Halvorson will do all the preliminary streetscape design reflecting on the conceptual design images, and VHB will provide input on the railings and the roadway reconstruction typical section. Detailed plans and grading are not included in this phase.

It is assumed the design will not commence until the City obtains an answer from the Millyard Associates on the disposition of the existing sewer line under the roadway since that could affect the planned improvements. This scope of services does not currently include sewer evaluation or design.

Lead Consultant: **Halvorson**
Support from: **VHB**

2.12.3 - Parc de la Renaissance Design and Water and Factory St Parking

The preliminary design in this area will include further development of the park design. The design will include filling lands adjacent to Water Street to create an amphitheater, new pathways, revised parking, waterfront plazas and landscape enhancements that include planting, hardscape, street furnishings and lighting. This area may also be explored

for potential flood mitigation (excavation) and a cantilevered overlook that would take advantage of the prominent riverfront location. Halvorson will lead the complete Park design. HL Turner will provide input on floodplain impact constraints. VHB will provide preliminary roadway design for making Water Street one-way, including signal modifications at the Water/Main Street intersection, and added parking on Factory Street. It is assumed the City has approved the one-way direction on Water Street that was presented during conceptual design.

Lead Consultant: **Halvorson**
Support from: **VHB, HLT**

2.12.4 – 4 Water Street Cantilevered Boardwalk & Ramp:

This important sub area includes the exploration of a new cantilevered ramp that would connect the lower Renaissance Park to the upper level Main Street and park. HL Turner will lead the design. VHB will provide input on the boardwalk profile.

HL Turner will manage geotechnical efforts that will be required for the supports that are planned in the river. HL Turner has provided an allowance estimate for all in-water geotechnical needs including two boardwalks and the planned stage area in Park de la Renaissance.

VHB will provide a 3D terrestrial laser survey of all three buildings where boardwalks are proposed along buildings. HL Turner requested this survey since they will need to know exact elevations and locations of the building features including windows, foundations and the like. The City will provide any required coordination with the building owner and required property agreements.

Lead Consultant: **HL Turner**
Support from: **VHB**

2.12.5 - Renovation to Bicentennial Park:

Renovations to this small park adjacent to Main Street will include updates that refresh the streetscape materials and furnishings to tie together the aesthetics of the Riverfront design with the Park. The design will also include creation of an ADA compliant pedestrian walkway to connect Main Street to the new boardwalk at 4 Water Street. The work does not include modifications to the existing railings or retaining walls.

Lead Consultant: **Halvorson**

2.12.6 - New Cantilevered Boardwalk:

This important sub area includes the design of a new cantilevered boardwalk that would connect Main Street to the proposed path in area 7. The boardwalk structure will match the general design of the other proposed boardwalks. Conceptual evaluations point to a structure that is entirely supported by the adjacent building without need for in-water supports. The design will include a raised deck area behind the restaurant. HL Turner will lead the design. VHB will provide input on the boardwalk profile and how and where it touches down at the proposed paved path. VHB will provide the 3D terrestrial point cloud survey. The City will provide any required coordination with the building owner and required property agreements.

Lead Consultant: **HL Turner**
Support from: **VHB**

2.12.7 – Multiuse Path

VHB will design a multiuse path from the end of the boardwalk in area 6 to Front Street and the boardwalk behind the substation. The existing unpaved path does not appear to meet ADA requirements so VHB will propose profile improvements and an alignment shift to avoid or minimize floodplain and wetland impacts.

Lead Consultant: **VHB**
Support from: **HL Turner**

2.12.8 – Substation Screening

Halvorson will complete the preliminary screening design. Halvorson and the City will interface with Eversource.

Lead Consultant: **Halvorson**

2.12.9 - Boardwalk and Floating Dock

HL Turner will lead the design of a boardwalk connection along the river by the substation. This boardwalk is an alternative to having the path run past the front of the substation along Front Street. VHB will provide input on the boardwalk profile and how and where it touches down at the proposed paved path and by the substation. We understand that HL Turner will be providing bathymetry from FEMA, which will help them understand river depths where the boardwalk will be over water. HL Turner will arrange geotechnical services for the boardwalk supports.

The floating dock may or may not be accessed from the boardwalk, depending on grades and available open water of sufficient depth to make it practical. An alternative to the dock may be found in the terraced water's edge that is proposed under 2.12.10 below.

Lead Consultant: **HL Turner**
Support from: **VHB**

2.12.10 - Existing Trail Improvements

It is assumed that the existing paved path will suffice for the riverside path. This sub area may include updates to the existing trail that would include trail furnishings, small plazas for overlooks or pause places, and selected locations for public art. Based on recent discussions with the city this will be a minimal effort.

This task also includes preliminary design of additional flood storage as mitigation for proposed filling elsewhere. That would likely require shifting a portion of the path alignment and possibly altering some parking. HL Turner will provide VHB with guidance on flood storage needs.

Lead Consultant: **VHB**
Support from: **HL Turner** on flood storage needs

2.12.11 - Riverbank Restoration

The space between the river and the existing path along the north side of the river was cleared by the City in 2020 and the City is conducting annual invasives and vegetation control. At this stage we have assumed there is not a need for additional design work along that river's edge other than that discussed in 2.12.10 above, and no scope is included in preliminary design.

2.12.12- ADA Accessible Ramp to Cotton Transfer Bridge

VHB structural engineers will complete the preliminary design for the ADA ramp. This will include managing a boring and geotechnical subcontract to obtain the information required to design the ramp supports. A detailed structural design scope is attached as an exhibit.
Lead Consultant: **VHB**

2.12.13 - BAE Trail and Parking Modifications

VHB will develop the 3D design of the trail along the top of the riverbank and adjacent to the BAE parking lot. VHB will coordinate with BAE since the design will likely have impacts

to their parking or the parking spaces that they lease to Margaritas. VHB landscape designers will also provide preliminary design for the "parklet" near the PanAm bridge and will design the railings and plantings along the path. VHB will work seek input from Lumen and F&T on likely lighting design along the path and at the park. VHB will rely on the City for negotiating any swapping of parking spaces or land between the City and BAE.

Lead Consultant: **VHB**

2.12.14 - PanAm Bridge Ped Walkway Rehabilitation

VHB's initial assessment of the existing pedestrian walkway on the bridge is that the long RR timbers that support the walkway may not meet current pedestrian loading guidelines. VHB will reach out to PanAm to determine what their plans are for the bridge and to obtain any records on the walkway construction and maintenance. To establish a definitive determination on the structural adequacy of the supporting members it would be necessary to perform a bridge inspection using a track mounted cherry picker type vehicle that will allow VHB engineers to suspend under the walkway and the bridge to measure the timbers and assess their condition. This would also require approval from PanAm and obtaining one-time insurance coverage for the activities. An allowance for the track mounted inspection vehicle and the railroad insurance is included in this amendment. A detailed structural design scope is attached as an exhibit.

Lead Consultant: **VHB**

2.12.15 - South Side Trail Improvements

VHB will develop the 3D design of the trail along the top of the riverbank. The presence of asbestos will be assumed for the entire area, and VHB will design the improvements so excavation will be limited. Techniques such as driven fence posts and light poles will be explored. The design will not include tree plantings due to the steep slopes and asbestos related restrictions. Our understanding is that the City's landscape contractor will grind stumps and loam and seed the slopes in the area in 2020. The need for additional plantings is not known or included in this scope.

Lead Consultant: **VHB**

2.12.16 - ADA Ramp Replacement

VHB will design the replacement of the existing narrow steel pedestrian ramp with a 10' wide paved path on earth fill that is supported by a concrete block or similar retaining wall. VHB will subcontract a geotechnical firm to obtain the necessary borings and geotechnical

recommendations. VHB will also coordinate with the City to ensure the new ramp will not impact the existing sewer line in the area. A detailed structural design scope is attached as an exhibit.

Lead Consultant: **VHB**

2.12.17 - 60 Main Street Boardwalk and Trail

HL Turner will lead the design for the boardwalk and associated ADA ramp that will account for the elevation difference between Main Street and the parking lot behind 60 Main Street. VHB will provide input on the boardwalk profile and how and where it touches down at the proposed paved path. HL Turner has determined that supports will not be needed in the river and that the building will support the boardwalk. VHB will provide a terrestrial point cloud survey.

VHB will provide design of the path than will lead along the river from the ADA ramp to the ADA ramp behind the library. This path may result in utility pole and/or parking lot impacts, and it should also be designed to minimize fill in the floodplain if possible.

The City will provide any required coordination with the building owner and required property agreements.

Lead Consultant: **HL Turner** for the boardwalk, **VHB** for the trail

2.12.17a - Pearson Ave Alternative Connection

In the event the 60 Main Street boardwalk and path along the river described above are found to be infeasible, VHB will direct its attention and the associated design fee to an alternative pedestrian connection along Pearson Street instead.

Lead Consultant: **VHB**

2.12.18 - Wayfinding

At the City's direction wayfinding will be added to the scope of services during final design.

Lead Consultant: **VHB**

2.2 River Hydrology

Any of the design that would result in fill within the floodplain and floodway must be coordinated with HL Turner since they will maintain the river hydraulics model.

HL Turner has developed 2-, 5-, 10-, 50-, 100- and 500- year peak Nashua River flows using data/analysis of stream flow records from the USGS' Pepperell, MA gage, transposed downriver to the project site.

HL Turner will utilize their project design river hydraulic model using the current effective FEMA HEC-RAS model, and determine flow-water surface elevation profiles for the 2- through 500-year peak river flows, and the FEMA regulatory floodway zone.

Based on the agreed upon project design flood resiliency and structural criteria, HL Turner will select and insert the design plan features into the project design hydraulic river model.

HL Turner will provide VHB and the Project Team the results of the hydraulic impacts (i.e. water surface elevation rises, floodway impacts and river velocity increases) identifying impacts and recommendations on how to deal with the impacts (i.e. removal or reorientation of certain plan features, or creation of mitigation areas).

Lead Consultant: **HL Turner**
Support from: **VHB, Halvoson**

2.3 Permitting

Permit applications will be prepared after Phase 2 when the impacts are well defined, but during Phase 2 the design team will be cognizant of the potential permitting implications of every aspect of the design when important design decisions are being made. As the design progresses VHB environmental specialists will advise the design team relative to permitting implications. In addition, The HL Turner Group will provide crucial input on any in-stream or shoreline work that could potentially affect flood levels.

Lead Consultant: **VHB**
Support from: **HL Turner**

2.4 Utility Coordination

Utility coordination at this stage is assumed to be minimal since the designs and impacts are preliminary. A small fee is included to cover correspondence and issuing plans to potentially impacted utility companies.

Lead Consultant: **VHB**

2.5 Property Owner Coordination

Considering budgetary constraints and the coordination that has occurred during conceptual design, a minimal fee is included for this task. It is assumed the City will arrange any calls needed with affected property owners.

2.6 Environmental Testing

Due to budgetary constraints environmental testing is not included in this phase. If this service is added to the contract VHB will work with one of it's selected environmental testing forms with experience in asbestos testing.

2.7 Public and Stakeholder Engagement

At the city's urging the proposed approach to public engagement during Phase 2 will be significantly scaled back due to budgetary constraints and less of a need to solicit input on the designs during this phase.

VHB will participate in one public meeting that will likely be a project update and an opportunity for additional input and interaction. VHB will also participate in one City Leaders meeting to provide a project update. The design team will not produce special visualization graphics for these meetings, but will instead rely on previous graphics, representative photos and the progress plans that are being developed during this phase.

Lead Consultant: **VHB**
Support from: **Halvorson**

2.8 Phase 2 Project Meetings

The design team will participate in regularly scheduled project meetings with the City at which a range of design and project development topics will be discussed. These meetings will generally be bi-weekly conference/video calls as needed to provide an opportunity to coordinate activities and to keep the project on track. We assume there will be eight (8) scheduled project coordination calls with the City during Phase 2, and four (4) unscheduled calls / meetings.

Lead Consultant: **VHB**
Support from: **All**
Estimated Duration: throughout Phase 2

2.9 Preliminary Cost Estimating

VHB will manage and assemble cost estimates for each of the project components from the design team members in their respective disciplines. The HL Turner Group will provide costs for the proposed boardwalk and in-water features, and VHB and Halvorson will provide costing for site-civil, ADA ramp, paths, streetscape, and landscape features. Cost estimates will be based on major items and appropriate contingencies. We anticipate aligning the cost estimates with each of the so called "sub-projects" that evolve from the

conceptual design such that they could easily be advanced on different or combined tracks to construction if a need arises.

It is our understanding that the City may bring in a construction firm to assist with the cost estimating during the preliminary design phase.

Lead Consultant: **VHB**
Support from: **All**

2.10 Project Management

VHB has included a small fee to perform regular project management tasks with the City and the design team.

2.11 Lighting

The majority of the Riverfront lighting design has already been advanced under an existing City contract by Lumen Design Studios with support from Fitzemeyer & Tocci for power supply. There are still known gaps in the design, however, they will be addressed during Phase 3 final design when the riverfront design is better defined. A small allowance has been included in Phase 2 for Lumen Design and Fitzemeyer & Tocci so the design team can seek their input on lighting new components of the proposed riverfront improvements, such as Park de la Renaissance.

Lead Consultant: **Lumen Design Studio & Fitzemeyer & Tocci,**
Estimated Duration: ongoing

2.13 Park Pavilion Architectural Design

At the suggestion of Halvorson Design, an architect will be used during preliminary design to better define the design of the pavilion that will serve as a focal point in Parc de la Renaissance. Their proposal is included as an exhibit.

SERVICES NOT INCLUDED

The following services are either not anticipated or budgeted for this phase and are therefore not included in this amendment.

- Property owner negotiations or easement plans
- Traffic studies or analysis

- Marine engineering
- Drainage studies, analysis, or design
- 3D visualizations
- Soils testing for hazardous materials

SCHEDULE

VHB proposes to complete the preliminary design phase in 3 months from receiving notice to proceed. This schedule is dependent on receiving topographic survey files in a timely manner, and is subject to extension due to delays by others in decision making, responsiveness or reviews.

RIGHT TO RELY

It is understood that VHB will perform services under the sole direction of the City. The City shall provide VHB with project-related technical data including, but not limited to, topographic and right-of-way surveys, existing plans or studies, GIS data sets.

COMPENSATION

VHB and its subconsultants will perform the Scope of Services on a time and materials basis. The estimated Upset Limit for this Scope of Services is $ 500,000. including labor, overhead, profit and direct expenses. VHB direct expenses will be billed at their actual cost without markup and subconsultants will be billed at their actual cost without markup.

VHB	$ 189,300.00
Halvorson Design (Tighe & Bond)	$ 89,700.00
H.L. Turner	$ 90,000.00
Lumen Design	$ 3,000.00
Fitzmeyer & Tocci	$ 2,000.00
Geotechnical Services (Allowance)	$ 68,000.00
Point Cloud Building Survey (VHB)	$ 7,000.000
RR Bridge Inspection Vehicle	$ 3,500.00
Railroad Insurance (Allowance)	$ 5,000.00
Touloukian & Touloukian Architects	$ 42,500.00
PHASE 2 AMENDMENT TOTAL:	$ 500,000.00

The execution of this amendment provides authorization for the services described above.

APPROVED FOR VANASSE HANGEN BRUSTLIN, INC. (ENGINEER)	APPROVED FOR CITY OF NASHUA, NEW HAMPSHIRE (CLIENT)
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBITS

Preliminary Design Fee Summary

VHB Structural Design Scope and Fee Spreadsheets

Touloukian & Touloukian architectural design proposal

Nashua Downtown Riverfront Project

	Lead Consultant Team Members are Highlighted for Each Task					
	VHB	Halvorson	HL Turner	Lumen Studios	Fitzmeyer & Tocci	TOTALS
Phase 2 - Schematic Design (Preliminary Plans)						
2.1 Schematic Design (Preliminary Plans)						
2.11 Initiate Phase 2	$1,200.00	$1,100.00	$2,000.00			$4,300.00
2.12 Preliminary Design Plan development						
1 Factory St. Extension Ped Access to Pine Street	$1,600.00	$0.00				$1,600.00
2 Redesign of Factory St Extension	$3,300.00	$2,500.00				$5,800.00
3 Parc de la Renaissance and Water and Factory St Parking	$8,000.00	$51,500.00				$59,500.00
4 4 Water St Boardwalk	$1,100.00		$13,000.00			$14,100.00
5 Renovation to Bicentennial Park	$0.00	$23,500.00				$23,500.00
6 53 Main St Cantilevered Boardwalk	$1,800.00		$15,000.00			$16,800.00
7 Multiuse Path	$4,300.00					$4,300.00
8 Substation Screening	$0.00	$4,300.00				$4,300.00
9 Boardwalk and Floating Dock	$3,200.00		$26,000.00			$29,200.00
10 Existing Trail Improvements	$13,850.00					$13,850.00
11 Riverbank Restoration	$0.00					$0.00
12 Cotton Transfer Bridge ADA Ramp	$33,500.00					$33,500.00
13 BAE Trail and Parking Modifications	$13,000.00					$13,000.00
14 PanAm Ped Walkway Rehabilitation	$30,370.00					$30,370.00
15 South Side Trail Improvements	$8,700.00					$8,700.00
16 ADA Ramp Replacement	$16,380.00					$16,380.00
17 60 Main Street Boardwalk and Trail	$10,600.00		$13,000.00			$23,600.00
17b Pearson Ave Alternative Connection	$0.00					$0.00
Preliminary Wayfinding (Deleted)	$0.00					$0.00
2.2 River Hydrology			$15,000.00			$15,000.00
2.3 Permitting (Moved to Final Design Phase)	$0.00					$0.00
2.4 Utility Coordination	$1,800.00					$1,800.00
2.5 Property Owner Coordination	$1,500.00					$1,500.00
2.6 Env. Testing Program (Not iNcluded)	$0.00					$0.00
2.7 Public & Stakeholder Engagement	$2,800.00	$1,600.00				$4,400.00
2.8 Meetings (Team and Staff)	$5,100.00	$2,500.00				$7,600.00
2.90 Preliminary Cost Estimating	$21,200.00	$1,700.00	$6,000.00			$28,900.00
2.10 Project Management	$4,000.00					$4,000.00
2.11 Lighting/Electrical Minor Consulting				$3,000.00	$2,000.00	$5,000.00
2.12 Reimbursable Expenses (If Separate)	$2,000.00	$1,000.00				$3,000.00
2.13 Park Pavilion Architectural Design:						$42,500.00
PHASE 2 SUBTOTALS=	$189,300.00	$89,700.00	$90,000.00	$3,000.00	$2,000.00	$416,500.00
5% SUBCONSULTANT ADMIN FEES (WAIVED)=						$0.00
Other Expenses and Allowances:						
Geotechnical for 2 Ped Ramp Structures:	$18,000.00					$18,000.00
Geotechnical for In-Water Structures:			$50,000.00			$50,000.00
Point Cloud Building Face Surveys:	$7,000.00					$7,000.00
PanAm Inspection Vehicle:	$3,500.00					$3,500.00
PanAm RR Insurance (Allowance)	$5,000.00					$5,000.00
Irrigation Design and Engineering: (DELETED)						$0.00
Horticultural Soils Consultant: (DELETED)						$0.00
TOTAL OF OTHER EXPENSES AND ALLOWANCES:						$83,500.00
PHASE 2 TOTALS =	$222,800.00	$89,700.00	$140,000.00	$3,000.00	$2,000.00	$500,000.00

PRELIMINARY AND FINAL DESIGN PROPOSAL-PHASE 2, 3 & 4
Scope of Services, Tasks, and Fee
Structural Engineering Services-Connector Ramp to the
Cotton Transfer Bridge at Cotton Mill Building, Nashua, NH
July 31, 2020

Scope of Services

Summary of Services:

Following is a summary of the professional engineering services required for Preliminary Design (Phase 2), 90% Design (Phase 3), and Final Design (Phase 4). Note that conceptual design (Phase 1) has already been completed and submitted to the City:

1) Preliminary and Final Structural Engineering Design and Detailing of a Ramp from the ground on the north side of the Nashua River at the Cotton Mill Apartment Building connecting to the existing bridge spans.

2) Geotechnical explorations with Preliminary and Final Geotechnical Engineering recommendations for the foundations to support the above-mentioned ramp.

The anticipated schedule is as follows:

- August 2020: Contract Executed/Notice-to-Proceed
- November 2020: Preliminary Plans and Estimate for review assuming Survey is provided by September 1, 2020.
- January 2021: 90% Plans, Specifications and Estimate for review
- March 2021: Final Design Documents
- April 2021: Project Advertisement

Phase 2 – Preliminary Ramp Design and Estimate

1. Address comments on Conceptual (Phase 1) recommendations.
2. Once survey is provided by the City, VHB will confirm the ramp layout shown in the conceptual ramp plans and adjust the ramp as needed to meet the existing grade of the project site. The ramp will be ADA compliant.
3. VHB will coordinate with the Geotechnical Engineering subconsultant for geotechnical explorations and to provide preliminary and final geotechnical recommends for the ramp foundations.
4. VHB will perform preliminary design and detailing for the major ramp components. The ramp will be designed in accordance with the 2009 AASHTO LRFD Guide Specification for the Design of Pedestrian Bridge with 2015 interim Revisions and the 2020 AASHTO LRFD Bridge Design Specifications, 9th Edition, as applicable.
5. VHB will develop two conceptual screen/fence alternatives on the north side of the ramp to provide privacy for the building occupants. Preliminary costs for each alternative will be provided.
6. VHB will develop preliminary plans showing all the major elements of the ramp but will not include fully developed details of all work elements. This phase will also identify ramp material type and aesthetic details. If possible, VHB will mimic the ramp material properties and aesthetics used on the ramp on the south side of the cotton transfer pedestrian bridge, to maintain consistency.
7. VHB will develop a construction cost estimate based on major item quantities and NHDOT average unit bid prices.
8. The VHB Project Manager / Program lead will perform a quality assurance review of the preliminary plans and estimate.
9. VHB will prepare and submit preliminary ramp plans and estimate for review.

Phase 3 – 90% Ramp Design and Estimate

1. Address comments on Preliminary (Phase 2) recommendations.
2. Final coordination with the Geotechnical Engineer for final foundation recommendations.

3. VHB will perform final design and detailing for all ramp components and connections.
4. VHB will develop 90% Ramp Plans. This plan set will include all details, notes and complete quantity sheet. The ramp will be constructed according to the latest edition of the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction, unless otherwise amended by City details and specifications.
5. VHB will prepare a 90% construction cost estimate and quantities based on the final plan set.
6. VHB will develop draft specifications including any technical special provisions required for the project that are not included in the NHDOT Standard Specifications.
7. The VHB Project Manager / Program Lead will perform a quality assurance review of the 90% Plans, Specifications and Estimate
8. VHB will prepare and submit 90% Plans, Specifications and Estimate for review.

Phase 4 – 100% (Final) Ramp Design and Detailing:

1. Address comments to 90% design (Phase 3) recommendations.
2. The cover sheet will be stamped by a licensed Professional Engineer, registered in the State of New Hampshire.
3. The VHB Project Manager / Program lead will perform a quality assurance review of the preliminary plans and estimate.
4. Final contract documents will be submitted to the City for advertisement.
5. Support for bid phase services including answering RFIs and a bid analysis.

Fee:

VHB will provide Phase 2, 3 and 4 services for the following lump sum amounts:

- Phase 2 – Preliminary Design: $33,490
- Phase 3 – 90% Design: $33,650
- Phase 4 – 100% (Final) Design: $13,640
- Direct Expenses: $500
- Geotechnical Subconsultant – $10,000

Assumptions:

- Preliminary plans and sketches are for review and comment only, they shall not be used as bidding documents for construction.
- Attending project meetings is not required as part of this scope of services.
- Attending, preparing for, and/or presenting at public meetings is not required as part of this scope of services.
- Survey (including base map), Right-of-Way, wetland and resource delineations by respective Design Team Disciplines will be provided by the City for the purposes of designing and laying out the ramp prior to the start of preliminary design.
- All permitting for the project will be completed by the City.
- The ramp layout will not significantly deviate from that shown in the conceptual plans.
- Railing, decking, and general ramp and pier aesthetics will closely match that of the previously designed and constructed ramp at the south end of the Cotton Transfer Bridge.
- Two conceptual level alternatives will be provided for the privacy screen/fence on the north side of the ramp. Preliminary costs for the privacy screen/fence itself will be provided for each alternative; however, these costs will not reflect the increase in costs to the ramp structure due to the addition of the privacy screen/fence. The scope of services does not include the design efforts associated with privacy screen/fence alternatives on the north side of the ramp which could significantly impact the ramp design and detailing effort. A separate fee for the design effort of the privacy screen/fence and associated impacts to the ramp design will be submitted if the City chooses to move forward with a screen alternative.
- The foundations for the ramp will be set at an elevation where no hydraulic analysis or scour analysis will be required. The City will be responsible for addressing any right-of-way issues that affect the project. Identifying and securing premising to use any property not owned by the City for staging areas, access, or any other construction purpose will be the responsibility of the Contractor.

- Structural Design of the ramp structure will be in accordance with the 2009 AASHTO LRFD Guide Specification for the Design of Pedestrian Bridge with 2015 interim Revisions and AASHTO LRFD Bride Design Specifications, 9th Edition, as appropriate.
- Plans will be developed in AutoCAD format.
- The project will not involve a federal action (agency funding or federal permitting) and therefore neither the National Environmental Policy Act nor Section 106 of the National Historic Preservation Act will apply.
- Because this is a municipal project, local zoning and permitting applications will not be required.
- An architect is not required for design and detailing of the ramp. If a specialized structure is required, an architect can be engaged as needed under a future amendment.
- A separate scope and fee will be submitted to the City for Construction Phase Services.
- All utility coordination will be performed by the City.
- No modifications are required to be made to the sitting wall adjacent to the existing paved trail on the north side of the river.

If work is required in any of the above areas not previously described, VHB will prepare a contract amendment to provide a separate description of service, fee, and schedule required to complete the additional scope.

VHB-Vanasse Hangen Brustlin, Inc.
2 Bedford Farms Dr. Suite 200
Bedford, NH 03110

Cotton Transfer Bridge Ramp
Breakdown of Tasks, Personnel Hours, and Cost

STRUCTURAL ENGINEERING SERVICES

BREAKDOWN OF TASKS

Tasks	PM/QA	Senior Engineer	Engineer	CADD Tech.	Admin.	Total Hours	Total Direct Labor Costs
	Goodrich	D'Urso	Morgan	Masse			
Phase 1 - Conceptual Ramp Design - Complete							
Task 1 Subtotal	0	0	0	0	0	0	$0
Phase 2 - Preliminary Design and Detailing							
1. Address Comments on Conceptual Recommendations	4	8		8		20	
2. Review Survey and Update Ramp Layout to Meet Grade		4	8	4		16	
3. Geotechnical Coordination	2	4	4			10	
4. Preliminary Ramp Design and Detailing							
- Timber Design (Stringers, Deck, Columns)		8	12			20	
- Steel Design (Headers, Railing)		8	12			20	
- Foundation Design		8	12			20	
5. Two Conceptual Privacy Screen/Fence Alternatives		4	8	4		16	
6. Preliminary Ramp Plan Development	2	12	16	80		110	
7. Preliminary Quantities and Construction Estimate	2	8	16			26	
8. QC/QA Review	8	4		4		16	
9. Prepare Preliminary Plans and Estimate Submittal	2	2	4	4		12	
Task 2 Subtotal	20	70	92	104	0	286	$33,490
Phase 3 - 90% Design and Detailing							
1. Address Comments on Preliminary Recommendations	4	8		8		20	
2. Final Geotechnical Coordination	2	4				6	
3. Complete Final Ramp Design, Detailing and Checking		32	40			72	
4. 90% Ramp Plan Development	2	24	24	60		110	
5. 90% Quantities and Construction Cost Estimate	2	12	16			30	
6. Development of Draft Specifications	4	16				20	
7. QC/QA Review	8	4		4		16	
8. Prepare 90% Plans, Specifications and Estimate Submittal	2	2	4	4		12	
Task 3 Subtotal	24	102	84	76	0	286	$33,650
Phase 4 - 100% (Final) Design and Detailing							
1. Address Comments on 90% Recommendations	4	8		8		20	
2. 100% Ramp Plan Detailing		6	12	24		42	
3. 100% Quantities and Construction Cost Estimate		4	6			10	
4. Prepare 100% Plans, Specifications and Estimate Submittal	4	8	4	4		20	
5. Bid Phase Services (Contractor RFIs and Bid Analysis)	4	16				20	
Task 4 Subtotal	12	42	22	36	0	112	$13,640

TOTAL HOURS Tasks 1 thru 4	56	214	198	216	0	684	
TOTAL HOURLY RATES	$185.00	$115.00	$95.00	$125.00	$85.00		
DIRECT LABOR COSTS :	$10,360	$24,610	$18,810	$27,000	$0		$80,780

Notes:

Note 1: Estimated fee for Geotechnical Engineering subconsult. Final cost to be provided at a later date.

TOTAL LABOR =	$80,780.00
SUBCONSULTANT COSTS (Note 1) =	$10,000.00
ESTIMATED DIRECT COSTS =	$500.00
TOTAL =	**$91,280.00**

PRELIMINARY AND FINAL DESIGN PROPOSAL-PHASE 2, 3 & 4
Scope of Services, Tasks, and Fee
Structural Engineering Services
Rehabilitation of the Pedestrian Walkway on the Pan Am Railroad Bridge, Nashua, NH
July 31, 2020

Scope of Services

Summary of Services:

Following is a summary of the professional engineering services required for Preliminary Design (Phase 2), 90% Design (Phase 3), and Final Design (Phase 4). Note that conceptual design (Phase 1) has been submitted to the City:

1) Preliminary and Final Structural Engineering Design and Detailing of rehabilitation alternatives for the pedestrian walkway cantilevered off the side of the Pan Am Railroad bridge in Nashua, NH.

The anticipated schedule is as follows:

- August 2020: Contract Executed/Notice-to-Proceed
- December 2020: Preliminary Plans and Estimate for review
- March 2021: 90% Plans, Specifications and Estimate for review
- May 2021: Final Design Documents
- April 2021: Project Advertisement

Phase 2 – Preliminary Pedestrian Walkway Design and Estimate

1. Address comments on Conceptual (Phase 1) recommendations.
2. Coordination with the Pan Am Railroad regarding railroad right of way, service life of the railroad ties supporting the pedestrian walkway, etc.
3. Perform a hands-on evaluation of the pedestrian walkway (this includes the full length of the cantilevered timber ties) using a rail-mounted under-bridge inspection vehicle and obtain measurements necessary to complete an analysis and evaluation of the walkway members to remain. VHB will coordinate with the Railroad to obtain permission to access the tracks and bridge for inspection purposes.
4. VHB will perform preliminary design and detailing for the pedestrian walkway components including the cantilevered timber ties supporting the walkway, the walkway timber stringers, walkway deck, and walkway railing. The walkway will be designed in accordance with the 2018 American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual.
5. VHB will evaluate and provide up to four railing alternatives for the railing on the west side of the pedestrian walkway. The chain link fence (CLF) on the east side of the walkway will remain unchanged.
6. VHB will evaluate decking alternatives for the pedestrian walkway.
7. VHB will develop preliminary rehabilitation plans for the pedestrian walkway showing all the major elements of the walkway but will not include fully developed details of all work elements. This phase will also identify the proposed railing and decking alternate including material type.
8. VHB will develop a construction cost estimate based on major item quantities and NHDOT average unit bid prices.
9. The VHB Project Manager / Program Lead will perform a quality assurance review of the preliminary plans and estimate.
10. VHB will prepare and submit preliminary plans and estimate for review.

Phase 3 – 90% Pedestrian Walkway Design and Estimate

1. Address comments on Preliminary (Phase 2) recommendations.
2. Final Coordination with the Pan Am Railroad.
3. VHB will perform final design and detailing for all pedestrian walkway components.

4. VHB will develop 90% rehabilitation plans for the pedestrian walkway. This plan set will include all details, notes, and a complete quantity sheet. The pedestrian walkway will be constructed according to the latest edition of the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction, unless otherwise amended by Pan Am Railroad details.
5. VHB will prepare a 90% construction cost estimate and quantities based on the final plan set.
6. VHB will develop draft technical specifications.
7. The VHB Project Manager / Program lead will perform a quality assurance review of the 90% Plans, Specifications and Estimate
8. VHB will prepare and submit 90% Plans, Specifications and Estimate for review.

Phase 4 – 100% (Final) Pedestrian Walkway Design and Detailing:

1. Address comments to 90% design (Phase 3) recommendations.
2. The cover sheet will be stamped by a licensed Professional Engineer, registered in the State of New Hampshire.
3. The VHB Project Manager / Program lead will perform a quality assurance review of the 100% Plans, Specifications and Estimate
4. Final contract documents will be submitted to the City for advertisement.
5. Support for bid phase services including answering RFIs and a bid analysis.

Fee:

VHB will provide Phase 2, 3 and 4 services for the following lump sum amounts:

- Phase 2 – Preliminary Design: $30,370
- Phase 3 – 90% Design: $35,030
- Phase 4 – 100% (Final) Design: $12,960
- Direct Expenses: $5,500
- Vendor - $3,500, NE Bridge Contractors, Inc. (Under bridge inspection unit)

Assumptions:

- Preliminary pedestrian walkway rehabilitation plans are for review and comment only, they shall not be used as bidding documents for construction.
- Attending project meetings is not required as part of this scope of services.
- Attending, preparing for, and/or presenting at public meetings is not required as part of this scope of services.
- Survey (including base map) and Right-of-Way will be provided by the City for the purposes of design prior to the start of preliminary design.
- Permitting is not required for the project.
- VHB will not structurally evaluate the existing railroad bridge. The railroad bridge is presumed adequate for combined railroad and pedestrian loading. If a structural evaluation of the existing railroad bridge is requested or deemed necessary, VHB will submit an amendment with a separate scope and fee for this work.
- If the structural members that are intended to remain as part of the existing walkway (timber ties and timber stringers) are determined to be structurally inadequate, VHB will provide this information to the City and not perform further rehabilitation alternatives as this would require a more extensive evaluation and rehabilitation of the existing railroad bridge which is outside of this effort.
- Structural Design of the pedestrian walkway will be in accordance with the 2018 American Railway Engineering and Maintenance-of-Way Association (AREMA) Manual.
- No safety improvements are required for the Pan Am bridge.
- Plans will be developed in AutoCAD format.
- Because this is a municipal project, local zoning and permitting applications will not be required.
- An architect is not required for design and detailing of the pedestrian walkway. If a specialized structure is required, an architect can be engaged as needed under a future amendment.
- A separate scope and fee will be submitted to the City for Construction Phase Services.
- All utility coordination will be performed by the City.

- No Pan Am flaggers will be required for bridge inspection or other site visits. If flagging services are required by the Railroad, all costs for flagging or other Railroad related services will be billed directly to the City by the Railroad.

If work is required in any of the above areas not previously described, VHB will prepare a contract amendment to provide a separate description of service, fee, and schedule required to complete the additional scope.

STRUCTURAL ENGINEERING SERVICES

BREAKDOWN OF TASKS

Tasks	PM/QA	Senior Engineer	Engineer	CADD Tech.	Admin.	Total Hours	Total Direct Labor Costs
Phase 1 - Conceptual Ramp Design - Complete							
Task 1 Subtotal	0	0	0	0	0	0	$0
Phase 2 - Preliminary Pedestrian Walkway Design and Detailing							
1. Address Comments on Conceptual Recommendations	2	4		4		10	
2. Pan Am Coordination	8	12				20	
3. Pedestrian Walkway Inspection, Preparation and Reporting		16	16			32	
4. Preliminary Pedestrian Walkway Design and Detailing		16	24			40	
5. Evaluation of Pedestrian Walkway Railing Alternatives		4	8			12	
6. Evaluation of Pedestrian Walkway Decking Alternatives		4	8			12	
7. Preliminary rehabilitation plan development (hours assumes no existing plans are provided)		12	16	56		84	
8. Preliminary Quantities and Construction Estimate		8	16			24	
9. QC/QA Review	8	4		4		16	
10. Prepare Preliminary Plans and Estimate Submittal	2	2	4	4		12	
Task 2 Subtotal	20	82	92	68	0	262	$30,370
Phase 3 - 90% Pedestrian Walkway Design and Detailing							
1. Address Comments on Preliminary Recommendations	4	8		8		20	
2. Final Pan Am Coordination	8	16				24	
3. Final design calculations and detailing	1	20	24			45	
4. 90% Plan Development	1	24	16	84		125	
5. 90% Quantities and Construction Cost Estimate		8	20			28	
6. Development of Draft Specifications	4	16				20	
7. QC/QA Review	8	4		4		16	
8. Prepare 90% Plans, Specifications and Estimate Submittal	2	2	4	4		12	
Task 3 Subtotal	28	98	64	100	0	290	$35,030
Phase 4 - 100% (Final) Pedestrian Walkway Design and Detailing							
1. Address Comments on 90% Recommendations	4	8		4		16	
2. 100% Plan Detailing		6	12	24		42	
3. 100% Quantities and Construction Cost Estimate		4	8			12	
4. Prepare 100% Plans, Specifications and Estimate Submittal	2	8	4	4		18	
5. Bid Phase Services (Contractor RFIs and Bid Analysis)	4	16				20	
Task 4 Subtotal	10	42	24	32	0	108	$12,960

TOTAL HOURS Tasks 1 thru 4	58	222	180	200	0	660	
TOTAL HOURLY RATES	$185.00	$115.00	$95.00	$125.00	$85.00		
DIRECT LABOR COSTS :	$10,730	$25,530	$17,100	$25,000	$0		$78,360

Notes:

Note 1: Includes a $5,000 allowance for railroad liability insurance.

TOTAL LABOR =	$78,360.00
VENDOR COSTS (NE Bridge Contractors, Inc., inspection unit for a day) =	$3,500.00
ESTIMATED DIRECT COSTS (See Note 1) =	$5,500.00
TOTAL =	**$87,360.00**

PRELIMINARY AND FINAL DESIGN PROPOSAL-PHASE 2, 3 & 4
Scope of Services, Tasks, and Fee
Structural Engineering Services
Retaining Wall Ramp at the Nashua Public Library, Nashua, NH
July 31, 2020

Scope of Services

Summary of Services:

Following is a summary of the professional engineering services required for Preliminary Design (Phase 2), 90% Design (Phase 3), and Final Design (Phase 4). Note that conceptual design (Phase 1) has been submitted to the City:

1) Preliminary and Final Structural Engineering Layout, Design and Detailing of a pedestrian ramp supported by a retaining wall near the Nashua Public Library

2) Geotechnical explorations and Preliminary and Final Geotechnical Engineering recommendations for the above-mentioned retaining wall.

The anticipated schedule is as follows:

- June 2020: Contract Executed/Notice-to-Proceed
- November 2020: Preliminary Plans and Estimate for review (assuming is survey provided prior to September 1, 2020)
- January 2021: 90% Plans, Specifications and Estimate for review
- March 2021: Final Design Documents
- April 2021: Project Advertisement

Phase 2 – Preliminary Retaining Wall Design and Estimate

1. Address comments on Conceptual (Phase 1) recommendations.
2. Once survey is provided by the City, VHB will layout the proposed ramp and retaining wall. The ramp will be ADA compliant.
3. VHB will coordinate with the Geotechnical Engineering subconsultant for geotechnical explorations and to provide preliminary and final geotechnical recommends for the retaining wall.
4. VHB will lay out and detail the retaining wall. The design of the retaining wall will be performed by the wall manufacturer.
5. VHB will develop preliminary plans showing the proposed trail and retaining wall in plan and elevation but will not include fully developed details of all elements. This phase will also identify the proposed retaining wall type and identify three railing alternatives.
6. VHB will develop a construction cost estimate based on major item quantities and NHDOT average unit bid prices.
7. The VHB Project Manager / Program Lead will perform a quality assurance review of the preliminary plans and estimate.
8. VHB will prepare and submit preliminary plans and estimate for review.

Phase 3 – 90% Retaining Wall Design and Estimate

1. Address comments on Preliminary (Phase 2) recommendations.
2. Final coordination with the geotechnical engineers regarding their recommendations.
3. VHB will perform final design and detailing of the retaining wall.
4. VHB will develop 90% plans. This plan set will include all details, notes, reinforcing steel bar marks and complete quantity sheet. The ramp will be constructed according to the latest edition of the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction, unless otherwise amended by City details and specifications.
5. VHB will prepare a 90% construction cost estimate and quantities based on the 90% plan set.
6. VHB will develop draft specifications including any technical special provisions required for the project that are not included in the NHDOT Standard Specifications.

7. The VHB Project Manager / Program Lead will perform a quality assurance review of the 90% Plans, Specifications and Estimate
8. VHB will prepare and submit 90% Plans, Specifications and Estimate for review.

Phase 4 – 100% (Final) Retaining Wall Design and Detailing:

1. Address comments to 90% design (Phase 3) recommendations.
2. The cover sheet will be stamped by a licensed Professional Engineer, registered in the State of New Hampshire.
3. The VHB Project Manager / Program Lead will perform a quality assurance review of the 100% Plans, Specifications and Estimate
4. Final contract documents will be submitted to the City for advertisement.
5. Support for bid phase services including answering RFIs and bid analysis.

Fee:

VHB will provide Phase 2, 3 and 4 services for the following lump sum amounts:

- Phase 2 – Preliminary Design: $16,380
- Phase 3 – 90% Design: $15,040
- Phase 4 – 100% (Final) Design: $7,240
- Direct Expenses: $500
- Geotechnical Subconsultant – $8,000

Assumptions:

- Preliminary plans and sketches are for review and comment only, they shall not be used as bidding documents for construction.
- Attending project meetings is not required as part of this scope of services.
- Attending, preparing for, and/or presenting at public meetings is not required as part of this scope of services.
- Survey (including base map), Right-of-Way, wetland and resource delineations by respective Design Team Disciplines will be provided by the City for the purposes of designing and laying out the ramp prior to the start of preliminary design.
- All permitting for the project will be completed by the City.
- The bottom of the retaining wall will be set at an elevation where no hydraulic analysis or scour analysis will be required. The City will be responsible for addressing any right-of-way issues that affect the project. Identifying and securing permission to use any property not owned by the City for staging areas, access, or any other construction purpose will be the responsibility of the Contractor.
- Structural Design of the retaining wall will be performed by the wall manufacturer.
- Plans will be developed in AutoCAD format.
- The project will not involve a federal action (agency funding or federal permitting) and therefore it is assumed neither the National Environmental Policy Act nor Section 106 of the National Historic Preservation Act will apply.
- Because this is a municipal project, local zoning and permitting applications will not be required.
- An architect is not required for design and detailing of the ramp and retaining wall. If a specialized structure is required, an architect can be engaged as needed under a future amendment.
- A separate scope and fee will be submitted to the City for Construction Phase Services.
- All utility coordination will be performed by the City.

If work is required in any of the above areas not previously described, VHB will prepare a contract amendment to provide a separate description of service, fee, and schedule required to complete the additional scope.

STRUCTURAL ENGINEERING SERVICES

BREAKDOWN OF TASKS

Tasks	PM/QA	Senior Engineer	Engineer	CADD Tech.	Admin.	Total Hours	Total Direct Labor Costs
Phase 1 - Conceptual Design - Complete							
Task 1 Subtotal	0	0	0	0	0	0	$0
Phase 2 - Preliminary Design and Detailing							
1. Address Comments on Conceptual Recommendations	2	4		4		10	
2. Review Survey and Layout Retaining Wall		4	8	4		16	
3. Geotechnical Coordination	2	4				6	
4. Preliminary Design and Detailing		8	16			24	
5. Preliminary Plan Development	2	8		32		42	
6. Preliminary Quantities and Construction Estimate	2	4	8			14	
7. QC/QA Review	4	4		4		12	
8. Prepare Preliminary Plans and Estimate Submittal	2	2	4	4		12	
Task 2 Subtotal	14	38	36	48	0	136	$16,380
Phase 3 - 90% Design and Detailing							
1. Address Comments on Preliminary Recommendations	2	4		4		10	
2. Final Geotechnical Coordination	2	4				6	
3. Complete Final Ramp and Railing Design, Detailing and Checking		8	16			24	
4. 90% Plan Development		8		24		32	
5. 90% Quantities and Construction Cost Estimate		4	8			12	
6. Development of Draft Specifications	4	12				16	
7. QC/QA Review	4	4		4		12	
8. Prepare 90% Plans, Specifications and Estimate Submittal	2	2	4	4		12	
Task 3 Subtotal	14	46	28	36	0	124	$15,040
Phase 4 - 100% (Final) Design and Detailing							
1. Address Comments on 90% Recommendations	2	4		4		10	
2. 100% Ramp Plan Detailing		4	4	8		16	
3. 100% Quantities and Construction Cost Estimate		2	4			6	
4. Prepare 90% Plans, Specifications and Estimate Submittal	2	8	4	4		18	
5. Bid Phase Services (Contractor RFIs and Bid Analysis)	2	8				10	
Task 4 Subtotal	6	26	12	16	0	60	$7,240

TOTAL HOURS Tasks 1 thru 4	34	110	76	100	0	320	
TOTAL HOURLY RATES	$185.00	$115.00	$95.00	$125.00	$85.00		
DIRECT LABOR COSTS :	$6,290	$12,650	$7,220	$12,500	$0		$38,660

Notes:

Note 1: Estimated fee for Geotechnical Engineering subconsult including a boring. Final cost to be provided at a later date.

TOTAL LABOR =	$38,660.00
SUBCONSULTANT COSTS (Note 1) =	$8,000.00
ESTIMATED DIRECT COSTS =	$500.00
TOTAL =	**$47,160.00**

Touloukian Touloukian Inc.
Architecture + Urban Design

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Boston MA 02110
T +1 617 526 0884
www.ttarch.com

27 July 2020

Greg Bakos, Principal Engineer
VHB
99 High Street,
10th Floor
Boston, MA 02110

Re: Nashua Riverfront Parc de la Renaissance Pavilion Project
cc: Bob Uhlig – Halvorson Tighe & Bond Studio (HTB)

Please find below an outline of services and fees for your review. Information provided is based on limited understanding of the site and its requirements.

Part I: Existing Conditions and Proposed Site Plan:

- Client and its consultants are to provide existing site plan with geo technical report, and proposed site plan. Client to provide site files in CAD and pdf with urban context in 3D sketch up.
- TT to review documents, and include files in Part II conceptual design studies.

Part II: Conceptual Design: (Estimated Schedule 2-3 mos).

- First Meeting: Based on HTB March 2020, Site Plan A-Concept plan, TT will provide (2) design variations for review with the City and design team. Presentation will include 3D sketch up models, precedent images, and conceptual site plan.
- Second Meeting: Based on one preferred direction from the meeting above, TT to develop (1) design option and provide revised presentation that includes 3D sketch up models, precedent images and conceptual site plan.

Part III: Design Development/Construction Documents (Estimated Schedule 3-4 mos):

- Provide construction documents for the preferred design option above.
- Include structural engineering drawings and specifications with bid submission.
- Include (2) meetings with the Client to review progress. Include 100% DD set, 90% CD progress sets, and Bid Set submission.

Part IV: Other:

- Design assumes conventional concrete spread footing and foundation wall structure set max below grade at frost line and not submerged into the water. Geo-technical report by others.
- Includes conventional ambient lighting. Does not include stage lighting or rigging. Lighting design and electrical engineer by others.
- Open air structure with no walls, and roof with louvers.
- Front end specifications (conventionally Division 0 and 1) by others.
- Construction Cost estimate by others. TT understands that the construction cost budget is estimated at 500-550k max. Increase in approved costs may reflect a change in fee.
- LEED services not included and can be provided as an additional service.

Part V: Fees

- Fee is estimated at $119,000 which includes $42,500 for Part I and II, and $76,500 for Part III. Fee includes allowance of 12.5k for structural engineer and allowance of 3.0k for CSI specifications. Includes an allowance of 1.0k for reimbursables.
- Schedule is understood to have work completed continuously within 6 mos.
- Fee is good for 30 days after date of submission.

Sincerely,
Touloukian Touloukian Inc., Theodore Touloukian, AIA, As President

THE CITY OF NASHUA

Economic Development

"The Gate City"

To: L. Wilshire, President
From: T. Cummings, Director
Cc: Members of the Board of Aldermen

Date: July 27, 2020

Re: Communication – Approval & Place on File A Contract Amendment for Professional Engineering Services related to the Nashua Downtown Riverfront Implementation Project Hayner/Swanson, Inc.

The Tax Increment Financing Development Program and Financing Plan adopted by the Board through the passage of O-18 -006, states that the City Economic Development Director shall be the Administrator of the District and shall have the power to, *inter alia*, "negotiate and sign, upon the approval of the Board of Aldermen, any contracts relative to the design, engineering, construction, or operations of any phase or component of the activities proposed under this Plan."

On May 26, 2020, the Board approved the attached Professional Engineering Services Contract related to the Nashua Downtown Riverfront Implementation Project with Hayner/Swanson, Inc., along with Exhibit B outlining the scope and basis for fees.("HSI Contract") The HSI Contract is the City's standard Professional Engineer services contract.

Hayner/Swanson is the project Surveyor and the work as described in the concept plan contract with VHB needs to occur. The HSI Contract brought Hayner/Swanson on board with a limited scope of work and fee to start assisting with the project separate from being a sub consultant to VHB. Further work is required, however, and the proposed amendment transfers $86,205.00 from Purchase Order 154005, as the attached correspondence by VHB describes, and move the scope of work described in the amendment from Hayner/Swanson as a sub to VHB to Hayner/Swanson as a direct contractor for the City. The balance of the quote will come from the TIF account created for the implementation of the downtown riverfront project.

Pursuant to NRO §5-91 relative to Contract Amendments and in conforming with the Tax Increment Financing Development Program and Financing Plan, I am requesting the approval of the Board of Aldermen for the award of the attached contract amendment of $118,730.00.

Following is a table to better show the sources of funds:

Release/Transfer of VHB PO 154005	$86,205.00
Riverfront TIF Account	$32,525.00
Total	$118,730.00

Exhibit A

DeRoche, Amy

From: Bakos, Greg <gbakos@VHB.com>
Sent: Friday, July 10, 2020 2:09 PM
To: Cummings, Tim
Cc: DeRoche, Amy; Bussiere, Louise
Subject: HSI Release

CAUTION: This email came from outside of the organization. Do not click links/open attachments if source is unknown.

Hi Tim,

Pursuant to our conversation today I am providing this email to formally release funds in our Nashua Riverfront Project contract (P.O. 154005) that were intended to cover survey services by Hayner/Swanson, Inc. (HSI). Our understanding is that HSI will contract directly with the City and therefore their scope is also removed from our contract.

The amount of the released funds = $82,100 + 5% administration fee = $86,205.

Regards,

-Greg

Gregory L. Bakos, PE, NCICS
Principal

2 Bedford Farms Drive
Suite 200
Bedford, NH 03110-6532
P 603.391.3950 | M 603.548.9813 | F 603.518.7495
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Vanasse Hangen Brustlin, Inc. | info@vhb.com

CONTRACT FOR PROFESSIONAL SERVICES

A CONTRACT BETWEEN

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

Hayner/Swanson, Inc.
and its successors, transferees and assignees (together "Professional Engineer")
NAME AND TITLE OF PROFESSIONAL ENGINEER

3 CONGRESS STREET
NASHUA, NH 03062
ADDRESS OF PROFESSIONAL ENGINEER

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

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

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

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

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

Exhibit A--General Conditions for Contracts
Exhibit B—March 6, 2020 Proposal from Hayner/Swanson, Inc. describing scope and basis of fee

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 by **December 31, 2020** which date shall only be altered by mutually approved written agreement to extend the period of performance or by termination in accordance with the terms of the contract. 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 **Twenty Four Thousand Dollars ($24,000)**

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

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 in accordance with the values stated in the Agreement. Such requests shall be supported by such data substantiating the Professional Engineer's right to payment as the City of Nashua may reasonably require. Professional Engineer 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 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:	REPRESENTATIVE:
Tim Cummings	John C. Vancor, P.E., Vice Pres.
Director of Economic Development	Hayner/Swanson, Inc.
City of Nashua	

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)	*(signature)*
Tim Cummings, Dir. Econ. Dev.	*John C. Vancor, P.E., Vice President*
(Printed Name and Title)	*(Printed Name and Title)*
5/28/2020	5/15/2020
Date	*Date*

EXHIBIT A
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General Terms and Conditions

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

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

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

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

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

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

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

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

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

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

7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES** Professional Engineer warrants that it has examined all contract documents, has brought all conflicts, errors, discrepancies, and ambiguities to the attention of the City of Nashua in writing, and has concluded that the City of Nashua's resolution of each matter is satisfactory to Professional Engineer. All future questions Professional Engineer may have concerning interpretation or clarification of this contract shall be submitted in writing to the City of Nashua within 10 calendar days of their arising. The writing shall state clearly and in full detail the basis for Professional Engineer's question or position. The City of Nashua representative shall render a

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

8. TERMINATION OF CONTRACT

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

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

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

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

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

B. TERMINATION FOR CAUSE This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Professional Engineer in the event of a failure by Professional Engineer to adhere to 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, to 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, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

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

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

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

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

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

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

- Professional Engineer is responsible for and required to remedy all damage or loss to any property, including property of the City of Nashua, caused in whole or part by Professional Engineer or anyone employed, directed, or supervised by Professional Engineer.

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

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

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

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

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

16. **NONDISCRIMINATION** If applicable or required under any federal or state law, statute, regulation, order, or other requirement, Professional Engineer agrees to the following terms. Professional Engineer will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for

employment is qualified. Professional Engineer agrees to take affirmative action to employ, advance in employment, or to otherwise treat qualified, handicapped individuals without discrimination based upon physical or mental handicap in all employment practices, including but not limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship.

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

HSI Hayner/Swanson, Inc.
Civil Engineers/Land Surveyors

March 6, 2020

Mr. Tim Cummings
Director of Economic Development
229 Main Street
Nashua, NH 03060

Dear Mr. Cummings:

Hayner/Swanson, Inc. (HSI) is pleased to submit this proposal to the City of Nashua for professional services related to the Nashua Downtown Riverfront Implementation Project. Services to be provided shall include the following:

Project Management Support Services
HSI shall provide services as needed and as requested in support of the City's overall project management for this project. Services may include:

- Support of the City's coordination with the project Consulting Team including review of schedules, progress and process
- Support of the City's coordination with stakeholders
- Support of the City's efforts to coordinate with the owners of utilities within the project area
- Assistance in identifying constraints and reasonable timelines associated with the numerous potential construction contracts. Key concerns include contract specific strategies for design development, cost estimation and procurement approach.
- Support to the City's internal coordination efforts between departments

It is anticipated that project management support will be provided primarily by John Vancor, P.E. (Principal Engineer) and Scott Murphy, P.E. (Senior Engineer).

Early Priority Survey Support
HSI will work with the City to identify the highest priority survey tasks for the overall effort.

- HSI will perform research and boundary determination as requested.
- HSI will perform high priority topographic survey as requested.

- Survey data and plan information will be transmitted to both the City and to the project Consulting Team.

Services will be billed in accordance with the attached Fee Schedule with the following exceptions:

- The billing rate for Principal Engineer will be reduced to $165.00/hour.
- The billing rate for Senior Engineer will be reduced to $130.00/hour.
- HSI will not markup expenses or subcontractor services.

Total billings for labor and expenses shall not exceed $24,000 under this proposal. It is anticipated that HSI and the City of Nashua will work together to identify the total scope of survey to be performed for the overall project. We understand that we may be requested to submit a follow up proposal to perform these services, as well as additional project management support.

Thank you for the opportunity to submit this proposal. Please contact me with questions or concerns.

Sincerely,

John C. Vancor, P.E.
Vice President/Principal Engineer

HAYNER/SWANSON, INC.
Fee Schedule - January 1, 2020

Surveying & Engineering Staff (1)

Principal Engineer, PE	$	175.00/hour
Principal Surveyor, LLS	$	145.00/hour
Senior Engineer, PE	$	145.00/hour
Senior Surveyor, LLS	$	130.00/hour
Senior Project Manager	$	142.50/hour
Project Manager	$	115.00/hour
Survey Project Manager	$	120.00/hour
Senior Construction Manager	$	120.00/ hour
Construction Manager	$	100.00/hour
Engineering Technician I	$	105 .00/hour
Survey Technician I	$	90.00/hour
Senior CAD Technician	$	107.50/hour
CAD Technician I	$	102.50/hour
CAD Technician II	$	75.00/hour
Survey Crew Member	$	82.50/hour
Survey Crew Member (HAZWOPER)	$	110.00/hour
Clerical Staff	$	60.00/hour

Court Appearance/Expert Testimony

Expenses, preparation of case, and court appearance	$	250.00/hour

Miscellaneous Reimbursable Expenses:

Copies (black and white)	$	0.10/each
Copies (color)	$	0.50/each
Engineering Prints	$	0.33/sf
HP Design Jet Plot - Paper	$	0.75/sf
HP Design Jet Plot - Film	$	5.00/sf
HP Design Jet Plot - Color	$	3.00/sf
Mileage: Automobile (2)	$	0.575/mile
Survey Vehicle	$	0.80/mile
Telephone/Communications (3)	at 1% labor cost	
Reprographic Services	at cost plus 10%	
Postage/Courier Service	at cost plus 10%	
Parking / Tolls	at cost plus 10%	
Photos / Slides	at cost plus 10%	
Fees Paid for Client	at cost plus 10%	
Meals & Lodging	at cost plus 10%	

Survey Reimbursable Expenses:

Stakes/Hubs	$	1.50/each
Stakes/Bundle	$	25.00/bundle
12" Galvanized Spikes	$	3.00/each
Stone Bounds: 4" x 4"	$	50.00/each
6" x 6"	$	100.00/each
Iron Pipes / Pins	$	12.00/each
GPS/Robot Equipment Use Charge	$	45.00/hour
Confined Space Entry Equipment Charge	$	400.00/day

Subcontract Services:

All subcontracted work will be invoiced to the Client at cost plus fifteen (15%) percent.

NOTES:

(1) Rates will be charged for time worked on the project and for the time required for travel between the office and the meeting or project site.
(2) Automobile mileage expense shall be periodically adjusted consistent with IRS allowances.
(3) Telephone/Communications will be invoiced as a reimbursable expense at 1% of the total labor cost.

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement is entered into as of this _____ day of August, 2020, by and between **CITY OF NASHUA,** a municipality in the State of New Hampshire (hereinafter referred to as "City"), and **HAYNER/SWANSON, INC.,** (hereinafter referred to as "Contractor") whose address is 3 Congress Street, Nashua, NH 03062.

WHEREAS, City and Contractor entered into that certain Professional Engineering Services related to the Nashua Downtown Riverfront Implementation Project to Hayner/Swanson, Inc., dated May ___, 2020 (the "Agreement"); and

WHEREAS, both City and Contractor desire to amend the Agreement to expand the scope of services and amend the budget.

NOW THEREFORE, the parties agree as follows:

1. Pursuant to Section 30 of the Agreement "Modification of Contract and Entire Agreement," the Agreement is hereby amended to add the additional scope and amended budget as described in the June 26, 2020 Contract Amendment Proposal P.O. # 156769 of Hayner/Swanson, Inc. which is attached hereto and incorporated fully herein.

2. All other terms of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed, or have caused their properly authorized representatives to duly execute, this First Amendment to Agreement on the date and year first above written.

City of Nashua	**Hayner/Swanson, Inc.**
_____	_____
By: Tim Cummings, Dir. Econ. Dev.	By: John C. Vancor, P.E., Vice President

City of Nashua

Office of TheTreasurer
229 Main Street - Nashua, NH 03060

(603) 589-3193
Fax (603)589-3228

To: Board of Aldermen

August 6, 2020

From: David G. Fredette, Treasurer/Tax Collector

Re: Purchase replacement for one (1) 2019 Ford Police Interceptor Utility
from FY 2021 Capital Equipment Reserve Fund (CERF)

The purpose of this communication is to give additional information related needed to replace one (1) 2019 Ford Police Interceptor Utility that was not listed on the FY2021 vehicle replacement schedule. Unfortunately this vehicle was totaled in an accident **on July 12, 2020**. The cost to CERF will be $49,516.50. Funds are available in CERF due to several cost savings on several items in FY 2020. It is also anticipated additional escrows or supplemental appropriations will be used to transfer additional funds into CERF during the first quarter of FY 2021.

Pursuant to NRO 5-127.1 D Capital Equipment Reserve Fund, which states: "During that fiscal year, the city may purchase that equipment, or equipment that will serve the same stated purpose as the listed equipment as long as the price does not vary by more than ten percent of the estimated replacement value. All purchases from the Capital Equipment Reserve Fund must comply with the city's purchasing approval process. Any **other** requests to use funds from the Capital Equipment Reserve Fund must be approved by the board of aldermen."

I respectfully request the approval from the Board of Aldermen for the purchase of ***a 2020 Ford Police Interceptor Utility from Municipal Vehicles, Marlborough MA****. for the Police department as requested.* This vehicle will replace the 2019 Ford Police Interceptor Utility, which was totaled in a recent accident.

Cc: Mayor James W. Donchess
John Griffin, CFO/Comptroller
Karen Smith, Business Manager Police Department
Kelly Parkinson, Purchasing Department Manager
Legal Department

APPOINTMENTS BY THE MAYOR

AUGUST 11, 2020

Business and Industrial Devleoment Authority

Jack Tulley (Reappointment) Term to Expire: September 13, 2023
P.O. Box 600
Nashua, NH 03061

Mark Prolman (Reappointment) Term to Expire: April 30, 2023
70 Crestwood Drive
Hollis, NH 03049

Energy and Environment Committee

Anita Arden Cala (Reappointment) Term to Expire: March 31, 2023
15 Taylor Street
Nashua, NH 03060

Master Plan Committee

Mary Ann Melizzi-Golja (New Appointment)
2 Amble Road
Nashua, NH 03062

Homa Jaferey (New Appointment)
5 Poliquin Drive
Nashua, NH 03062

Gloria McCarthy (New Appointment)
65 Musket Drive
Nashua, NH 03062

Peter Schaefer (New Appointment)
15 E Street
Nashua, NH 03060

Gene Porter (New Appointment)
77 Concord Street
Nashua, NH 03064

John Spira-Savett (New Appointment)
39 Coburn Avenue
Nashua, NH 03063

Marjorie Bollinger (New Appointment)
67 Cannongate III Raod
Nashua, NH 03063

Amber Logue (New Appointment)
20 Lock Street
Nashua, NH 03064

Mine Falls Park Advisory Committee

Greg Andruskevich (Reappointment) Term to Expire: June 30, 2023
3 Caraway Lane
Nashua, NH 03063

Nashua Airport Authority

David Heath (Reappointment) Term to Expire: August 31, 2025
7 Casey Circle
Nashua, NH 03063

Nashua Arts Commission

Paul LaFlamme (Reappointment) Term to Expire: April 1, 2022
28 Lutheran Drive
Nashua, NH 03063

Judith Carlson (Reappointment) Term to Expire: April 1, 2023
15 Manchester Street
Nashua, NH 03064

Nashua Planning Board

Michael Pedersen (Reappointment) Term to Expire: January 1, 2024
11 Delaware Road
Nashua, NH 03062

Scott LeClair (Reappointment) Term to Expire: March 31, 2022
10 Daylily Drive
Nashua, NH 03062

Lawrence Hirsch (Reappointment) Term to Expire: March 31, 2023
12 Salmon Brook Drive
Nashua, NH 03062

Maggie Harper (Reappointment) Term to Expire: March 31, 2023
3 Taft Street
Nashua, NH 03060

Tax Increment Financing Advisory Board

Sarah Marchant (Reappointment) Term to Expire: September 30, 2021
229 Main Street
Nashua, NH 03061

Chris Lewis (Reappointment) Term to Expire: September 30, 2021
670 North Commerical Street
Manchester, NH 03101

David Fredette (Reappointment)
229 Main Street
Nashua, NH 03061

Term to Expire: September 30, 2021

Eric Drouart (Reappointment)
57 Main Street #206
Nashua, NH 03060

Term to Expire: September 30, 2021

Tim Cummings (Reappointment)
229 Main Street
Nashua, NH 03061

Term to Expire: September 30, 2021

Michael Cerato (Reappointment)
4 Water Street
Nashua, NH 03060

Term to Expire: September 30, 2021

Tia Phillips (Reappointment)
2 Clocktower Place
Nashua, NH 03060

Term to Expire: September 30, 2021

I respectfully request that this appointment be confirmed.

Jim Donchess, Mayor

CITY OF NASHUA **NEW HAMPSHIRE**

TRUSTEES OF
THE EDGEWOOD CEMETERY
Incorporated March 24, 1893

August 6, 2020
Susan Lovering, City Clerk
229 Main St.
Nashua, NH 03061-2019

Ms. Lovering,

The Edgewood Cemetery Board of Trustees wishes to meet in joint convention with the Board of Mayor & Aldermen for the purpose of electing 1 trustee. The trustees intend to nominate incumbent Brian Law, 78 Concord St., Nashua to a 5 year term expiring March 2025. Please notify me when this has been placed on the agenda.

Sincerely,

Jeffrey L. Snow, Supt.

107 Amherst St., Nashua, NH 03064-2578 / Telephone (603) 594-3327

R-20-056

RESOLUTION

RELATIVE TO THE TRANSFER OF $1,445,000 FROM DEPARTMENT 194 "CONTINGENCY", ACCOUNT 70112 "CONTINGENCY FOR EDUCATIONAL PRIORITIES" TO VARIOUS SCHOOL DEPARTMENT ACCOUNTS

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED *by the Board of Aldermen of the City of Nashua* that $1,445,000 be transferred from Department 194 "Contingency", Account 70112 "Contingency for Educational Priorities" into the following accounts, for the purposes of funding one-time expenses as described below.

Dept#	Department Description	Accounting Classification	Purpose	Amount
191	School	51 – Salaries & Wages	3 ELL Teachers	$150,000
191	School	52 – Fringe Benefits	Fringe Benefits for 3 ELL Teachers	50,000
191	School	61 – Supplies & Materials	Middle School Amplify Science Curriculum	175,000
191	School	71 – Equipment	High School Furniture	200,000
191	School	71 – Equipment	Copier Down Payment	250,000
191	School	71 – Equipment	Internet Connections for the High Schools	160,000
191	School	81 – Capital Improvements	Deferred Maintenance	460,000
			Total:	**$1,445,000**

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-056

PURPOSE: Relative to the transfer of $1,445,000 from Department 194 "Contingency", Account 70112 "Contingency for Educational Priorities" to various school department accounts

SPONSOR(S): Mayor Jim Donchess
Alderman Richard A. Dowd

COMMITTEE ASSIGNMENT: Budget Review Committee

FISCAL NOTE: The current balance in this account is $2,200,000. There will be $755,000 remaining upon passage of this resolution.

ANALYSIS

This resolution authorizes the transfer of $1,445,000 from Account 70112 "Contingency for Educational Priorities" into the School Operating Budget for the purpose of funding one time expenses.

Charter Sec. 53 permits the Board of Aldermen to transfer any unencumbered appropriation balance or any portion from one department, fund or agency to another.

NRO 5-130, H provides that "when proposed legislation to transfer or re-appropriate a particular appropriation or purpose thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending".

Approved as to account structure, numbers and amount: Financial Services Division

By: _____

Approved as to form: Office of Corporation Counsel

By: Dorothy Clarke

Date: July 24, 2020

R-20-057

RESOLUTION

AUTHORIZING THE MAYOR AND THE CITY TREASURER TO ISSUE BONDS NOT TO EXCEED THE AMOUNT OF TWENTY MILLION DOLLARS ($20,000,000) TO REFUND ALL OR A PORTION OF CERTAIN OUTSTANDING BONDS OF THE CITY IN ORDER TO ACHIEVE INTEREST COST SAVINGS

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED *by the Board of Aldermen of the City of Nashua* that the Mayor of the City of Nashua and the City Treasurer of the City of Nashua are hereby authorized, to issue and sell, general obligation refunding bonds of the City under N.H. RSA 33:3-d, in an aggregate principal not to exceed twenty million dollars ($20,000,000). The proceeds of said bonds shall be used to pay (i) all or part of the outstanding principal amount of and redemption premium and interest on any bonds of the City that are outstanding as of the date of adoption of this resolution, and (ii) all costs of issuance of such refunding bonds.

Pursuant to both Nashua City Charter §54-a and N.H. RSA 33:3-d, this resolution requires a duly advertised public hearing with at least seven days' notice before the hearing is held. Also see N.H. RSA 33:9, which requires a 2/3 vote for passage of this resolution.

The bonds shall be general obligations of the City, payable as to principal and interest from ad valorem taxes which will be levied without limitation as to rate or amount on all taxable property within the territorial limits of the City.

The bonds shall bear the manual or facsimile signature of the City Treasurer and the Mayor. In accordance with Chapter 91 of the New Hampshire Acts of 2005, bonds issued pursuant to this resolution shall not require an authenticating certificate of a bank or trust company doing business in the State of New Hampshire or The Commonwealth of Massachusetts, or the Commissioner of Revenue Administration. The bonds are to be issued in fully-registered form by means of a book-entry system or otherwise and shall have such terms and conditions and be in such form, subject to the provisions of this resolution and applicable law, as shall be determined by the Mayor and the City Treasurer.

RESOLVED FURTHER that the City Treasurer, with the approval of the Mayor, is authorized to sell any refunding bonds or notes authorized by this resolution through a competitive or negotiated sale, and to enter into any and all required contracts therefore, including a bond purchase agreement in the case of a negotiated sale, and a refunding trust or escrow agreement.

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-057

PURPOSE: Authorizing the Mayor and the City Treasurer to issue bonds not to exceed the amount of twenty million dollars ($20,000,000) to refund all or a portion of certain outstanding bonds of the City in order to achieve interest cost savings

SPONSOR(S): Mayor Jim Donchess

COMMITTEE ASSIGNMENT: Budget Review Committee

FISCAL NOTE: This resolution would allow the city to refinance (re-fund) older bonded debt in order to achieve future interest savings.

ANALYSIS

This resolution authorizes up to twenty million dollars in refunding bonds to pay principal and other expenses of outstanding bonds. N.H. RSA 33:3-d authorizes and addresses refunding bonds.

Pursuant to both Nashua City Charter §54-a and N.H. RSA 33:3-d, this resolution requires a duly advertised public hearing with at least seven days' notice before the hearing is held . Also see N.H. RSA 33:9, which requires a 2/3 vote for passage of this resolution.

Approved as to account structure, numbers, and amount: Financial Services Division

By: _____

Approved as to form: Office of Corporation Counsel

By: Dorothy Clarke

Date: July 30, 2020

R-20-058

RESOLUTION

APPROVING THE COST ITEMS OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE NASHUA BOARD OF POLICE COMMISSIONERS AND TEAMSTERS LOCAL 633, FROM JULY 1, 2020 THROUGH JUNE 30, 2022 AND RELATED TRANSFERS

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED *by the Board of Aldermen of the City of Nashua* that the cost items of the attached collective bargaining agreement between the Nashua Board of Police Commissioners and Teamsters Local 633 are approved. The collective bargaining agreement covers the period from July 1, 2020 through June 30, 2022.

In addition, this resolution authorizes the transfer of $30,248 from Department 194, "Contingency", Account #70150 "Contingency for Negotiations", into Department 150, "Police", Account #51900,"Budget Adjustments" for the purpose of funding FY2021 base salary adjustments contained in the agreement.

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-058

PURPOSE: **Approving the cost items of a collective bargaining agreement between the Nashua Board of Police Commissioners and Teamsters Local 633 from July 1, 2020 through June 30, 2022 and related transfers**

ENDORSER(S): **Alderman-at-Large Lori Wilshire**
Alderman Richard A. Dowd

COMMITTEE ASSIGNMENT: **Budget Review Committee**

FISCAL NOTE: The cost analysis is attached.

ANALYSIS

This resolution approves the cost items of a collective bargaining agreement between the Nashua Board of Police Commissioners and Teamsters Local 633. The Agreement has a term of two years, commencing on July 1, 2020 and expiring on June 30, 2022. The Board of Aldermen must vote whether or not to approve the cost items of this contract within thirty days of receipt. RSA 273-A:3 II (c).

The resolution also authorizes the transfer of funds from contingency for negotiations into the police budget to fund the FY2020 base salary adjustments contained in the collective bargaining agreement. Charter Sec. 53 permits the Board of Aldermen to transfer any unencumbered appropriation balance or any portion thereof from one department, fund or agency to another. NRO § 5-130, H provides that "when proposed legislation to transfer or reappropriate a particular appropriation or portion thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending".

Approved as to account number and/or structure, and amount: **Financial Services Division**

By: _____

Approved as to form: **Office of Corporation Counsel**

By: Dorothy Clarke

Date: July 31, 2020

City of Nashua
Police Teamsters Contract Analysis

7/27/2020

Line No.	Description	FY20 Base	FY21	FY22
1	Number of Employees in Analysis	28	28	28
2	Base Salary % Rate Increase		2.75%	2.75%
3				
4	**Base Pay Calculations**			
5	Base Pay Calculations	$ 1,197,715	$ 1,197,715	$ 1,230,652
6	Base Salary Increases	-	32,937	33,843
7				
8	**Total Base Pay**	**$ 1,197,715**	**$ 1,230,652**	**$ 1,264,495**
9	**$ Change over Prior Year**		**$ 32,937**	**$ 33,843**
10	**Real Annual % Increase over Prior Year**		**2.75%**	**2.75%**
11				
12	**Other Salary Costs**			
13	Overtime	$ 27,500	$ 28,256	$ 29,033
14	Longevity	7,840	9,200	11,500
15	Educational Benefits	3,000	3,000	3,000
16	**Total Other Salary Costs**	**$ 38,340**	**$ 40,456**	**$ 43,533**
17	**$ Change over Prior Year**		**$ 2,116**	**$ 3,077**
18	**Real Annual Increase over Prior Year**		**5.52%**	**7.61%**
19				
20	**Total Base Pay and Other Salary Costs**	**$ 1,236,055**	**$ 1,271,108**	**$ 1,308,028**
21	**$ Change over Prior Year**		**$ 35,053**	**$ 36,920**
22	**% Change over Prior Year**		**2.84%**	**2.90%**
23				
24				
25	**Retirement Costs**			
26	Pension (NHRS FY20 11.17%, FY21 11.17%, FY22 14.06%)	$ 137,732	$ 141,648	$ 183,487
27	FICA/Medi	94,329	97,010	99,835
28	**Total Retirement Costs**	**$ 232,061**	**$ 238,658**	**$ 283,322**
29	**$ Change over Prior Year**		**$ 6,597**	**$ 44,664**
30	**% Change over Prior Year**		**2.84%**	**18.71%**
31				
32	**Insurance Benefits Costs**			
33	Medical Insurance Costs	$ 516,912	$ 548,016	$ 548,016
34	Less: Employee Contributions	(12,306)	(10,985)	-
35	Subtotal - Medical Costs to City	$ 504,606	$ 537,031	$ 548,016
36	Dental Insurance Costs (included in Medical costs)			
37	Life Insurance Costs (Increase based on Wage Rate Increases)	3,500	3,500	3,500
38	**Total Insurance Benefits Costs**	**$ 508,106**	**$ 540,531**	**$ 551,516**
39	$ Change over Prior Year		32,425	10,985
40	% Change over Prior Year		6.4%	2.0%
41				
42	**Total Costs**	**$ 1,976,222**	**$ 2,050,297**	**$ 2,142,866**
43	$ Change over Prior Year		$ 74,075	$ 92,569
44	% Change over Prior Year		3.7%	4.5%
45				
46	**Average Annual Total Compensation Package**	**$ 70,579**	**$ 73,225**	**$ 76,531**
47	**Average Annual Increase per Employee**		**$ 2,646**	**$ 3,306**
48	**Average Percentage Increase per Employee**		**3.7%**	**4.5%**

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NASHUA BOARD OF POLICE COMMISSIONERS

AND

TEAMSTERS LOCAL 633

July 1, ~~2017~~ 2020 – June 30, ~~2020~~2022

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ARTICLE 1
PREAMBLE

Pursuant to New Hampshire RSA 273-A, and other applicable laws and statutes, this Agreement has been entered into by the Nashua Board of Police Commissioners, hereinafter referred to as the "Commission" and the Teamsters, Local 633, and the civilian employees of the Nashua Police Department, as listed under the current PELRB Certification of Representative, hereinafter referred to as the "Union." Both parties agree to be bound by the provisions of this Agreement.

NOTE: All references herein to the masculine gender shall be construed to include the feminine, and all singular to include the plural.

ARTICLE 2
RECOGNITION

As defined in Article 1 above, the Commission recognizes, in accordance with RSA 273-A only, the Teamsters Union as the sole and exclusive representative for the included civilian employees of the Nashua Police Department excluding probationary employees as defined in Article 3 of this contract, for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

ARTICLE 3
DEFINITIONS

A. **COMMISSION:** The Nashua Board of Police Commissioners.

B. **CHIEF:** Chief of Police of the Nashua, New Hampshire, Police Department.

C. **DEPARTMENT:** The Nashua, New Hampshire, Police Department.

D. **CITY OF NASHUA:** The City of Nashua, New Hampshire.

E. **DAY: In the case of paid leave, "day" means the number of hours an employee works on a regularly scheduled work day.**

F. **EMPLOYEE:** As identified on State of NH, Public Employees Labor Relations Board's Certification of Representative form in accordance with RSA 273-A.

G. **GRIEVANCE:** A written complaint signed by one or more employees and the Union, or the Commission or Department which alleges a

violation, misinterpretation or misapplication of any grievable provision of this Agreement.

H. **GRIEVANT:** The person or party filing and signing the grievance.

I. **MANAGEMENT:** The Nashua Board of Police Commissioners, the Chief of Police, the Deputy Chief of Operations, Bureau Commanders, or their designee.

J. **PARTIES:** The Commission; the Union.

K. **RESPONDING AUTHORITY:** The person or party to whom the grievance is presented.

L. **UNION:** Teamsters Union, Local 633.

M. **PROBATIONARY EMPLOYEE:** An employee who has been hired, recently promoted, or transferred and serving a six (6) month probationary period. The probationary period may be extended another six months (one year total probationary period) due to the performance of the employee. The probationary period for a non-experienced Detention Specialist is one year.

N. **ESSENTIAL EMPLOYEE/PERSONNEL:** An employee that is essential to maintain the 24-hour operations of the Nashua Police Department as determined by the Chief of Police or designee.

O. **NON-ESSENTIAL EMPLOYEE/PERSONNEL:** An employee that is not usually essential to maintain the 24-hour operations of the Nashua Police Department as determined by the Chief of Police or designee; however, this condition may change due to emergencies that could occur.

P. **REGULAR EMPLOYEE:** A full-time employee that has completed a probationary period.

Q. **FINANCIAL SERVICES DIVISION:** A division within the Nashua Police Department responsible for the compensation of department employees.

R. **DETENTION SPECIALIST:** A non-exempt, and essential position that is trained, or must qualify at specified times, to perform specialized duties. The position shall perform those duties in the booking, care, and custody of prisoners. Additionally, the position has the responsibility of assuring the upkeep and maintenance, to include periodic searches, of the Detention Area.

S. **MERIT EMPLOYEE:** A Nashua Police Department civilian employee who is not covered under this Agreement.

T. ~~FULL-TIME~~FULL-TIME EMPLOYEE: An employee whose normal schedule requires working 35 hours or more each week.

U. ~~PART-TIME~~PART-TIME EMPLOYEE: An employee whose normal schedule requires working less time than 35 hours each week.

ARTICLE 4
STABILITY OF AGREEMENT

No amendment to, modification of, or change in, the terms or provision of this Agreement shall bind the Commission or the Union unless made and executed in writing and signed by an authorized representative of each party.

ARTICLE 5
OPEN SHOP

Membership in the Union is not compulsory. Employees may join or not, maintain, or resign membership in the Union at their sole discretion. Nothing in this Agreement shall be construed to require that any employee of the Department join the Union as a condition of being hired or retained in employment.

Employees who are not members of the Union shall not be required to pay dues to the Union. Neither the Union nor the Commission shall discriminate in favor of, or against, any employee by reason of membership or non-membership in the Union.

The wages and benefits provided under this Agreement shall apply to all employees.

ARTICLE 6
DEDUCTION OF DUES

An employee, who is or who may become a member of the Union, may execute a written authorization providing that a portion of his salary representing monthly dues be withheld weekly and forwarded to the Union. Upon receiving a properly executed Authorization and Assignment Form from an employee, the Commission or appropriate designee shall notify the Chief Financial officer or appropriate designee to deduct from salary due, the amount authorized.

Each month, a check for the amount of all dues deducted, along with a current list of members from whose salary dues deductions have been made, shall be transmitted to the Secretary/Treasurer of the Union as follows: Comptroller-Teamsters Local 633; 265 Maple Street; Manchester, New Hampshire 03103. The deduction shall be only in the

amount certified in writing by the President or the Secretary/Treasurer of the Union, as representing monthly dues uniformly required as a condition of acquiring or retaining membership.

An employee who executes such authorization form shall continue to have such deductions made from his salary during the term of the Agreement or until he notifies the Commission or designee in writing, with a copy to the Union, that the Authorization and Assessment Form is being revoked, and the employee thus withdraws the authority for the deduction of dues. Dues deductions shall be made without cost to the employee or the Union.

Dues deductions shall be subordinate to deductions required by law. No deductions shall be made if an employee has insufficient salary in any pay period. The Commission nor the City of Nashua shall not be responsible for deducting any arrearage in dues owed to the Union by a member. Deductions shall automatically terminate upon the occurrence of any of the following events:

1. Termination of employment;
2. Transfer out of the bargaining unit;
3. Lay-off or reduction in force;
4. Revocation by the employee of Dues Authorization.

The Union shall indemnify and save harmless the Commission, the Nashua Police Department, or the City of Nashua from any and all suits, claims, and damages arising out of or in connection with such dues deductions.

ARTICLE 6A
AGENCY FEE

If permitted by law and only in accordance with lawful procedures and required authorizations, the Commission agrees to deduct an agency fee from the wages of each employee who is not a member of the Union in the same manner as the collection of Union dues. The Union shall indemnify and save harmless the Commission, the Nashua Police Department, and the City of Nashua from any and all suits, claims, and damages arising out of or in connection with such deductions.

ARTICLE 7
EMPLOYEE RIGHTS

It is agreed that neither the Commission nor the Department will:

A. Dominate or interfere in the formation or administration of the Union;

B. Discriminate in the hire, tenure, or the terms and conditions of employment of employees, for the purpose of encouraging or discouraging membership in the Union;

C. Discharge, suspend, discipline, or otherwise discriminate against any employee because the employee has given information or testimony on a grievance, as set forth in RSA 273-A;

D. Restrain, coerce, or otherwise interfere with the Union in the exercise of this Agreement.

It is the intention of the parties that this article provides that the Union shall enjoy all of the rights secured to it by RSA 273-A only.

ARTICLE 8
MANAGEMENT RIGHTS

The Commission and its designees shall have, whether exercised or not, all of the rights, powers, and authority vested in it by virtue of the Statutes of the State of New Hampshire and the Nashua City Charter and ordinances, including, but not limited to, the specific rights to:

A. Control the management and administration of the Nashua Police Department;

B. Hire, promote, transfer, assign, retain, lay off, and direct employees within the Nashua Police Department;

C. Suspend, demote, discharge, and take other disciplinary actions against employees for just cause;

D. Issue, modify, and enforce Rules and Regulations which do not expressly violate the terms of this Agreement;

E. Determine the methods, means, and personnel by which Nashua Police Department operations are to be conducted, as well as to determine those operations;

F. Determine the Job Classifications and Compensation based on a system which classifies positions based on the skill, effort, responsibility, and working conditions required;

G. Exercise complete control and discretion over the Nashua Police Department, its organization, and the technology of performing its work;

H. Determine the standards of selection for employment and the standards of service to be offered by the Nashua Police Department;

I. Exercise managerial policy as set forth in RSA 273-A:l, XI, and other pertinent laws.

None of the rights, responsibilities, and prerogatives that are delegated to the Commission by virtue of statute and Charter provisions and ordinances shall be subject to the grievance procedure hereunder.

The foregoing Management Rights are set out for purposes of illustration and not limitation; the Commission retains all such rights, powers, and authority not otherwise specifically relinquished, restricted, or modified by the terms of this Agreement, whether exercised or not.

ARTICLE 9
STRIKES AND WORK STOPPAGES

The Union shall not instigate, sponsor, or encourage any activity or action in contravention of the provisions or intent of this Article.

No employee shall, alone or in concert, engage in, initiate, sponsor, support or direct a strike, work stoppage, or refuse in the course of employment to perform assigned duties; or withhold, curtail or restrict services or otherwise interfere with the operations of the Department or encourage others to do so; or engage, or participate in any other form of job action.

ARTICLE 10
COLLECTIVE BARGAINING MEETINGS AND CONTRACTS

No more than three (3) representatives of the Union shall be designated to attend collective bargaining meetings with the Commission or its representatives. No essential employee shall attend negotiating meetings who are normally scheduled for duty during the time the meeting is being held unless approved previously by the Bureau Commander or designee.

No more than two (2) such representatives attending negotiating meetings shall be employees who are normally scheduled for duty during the time the meeting is being held unless authorized by the Chief of Police. No more than one (1) such representative attending negotiation meetings shall be employees who are normally scheduled for duty

during the time the meeting is being held who are in the same bureau/division. If there is only (1) employee who works in a bureau/division or due to vacations, illnesses, etc., and the employee will be the only person available in a bureau/division for that date or the area is severely short-handed that particular day, he shall not attend the negotiation meeting until the condition no longer exists.

The designated representatives of the Union shall be given a reasonable opportunity to meet with the Commission or its representatives during working hours without loss of compensation unless any of the conditions above exist.

The Commission agrees to post to the public drive a copy of this agreement. The Union agrees to make each employee it represents aware of the availability of the Agreement on the public drive.

ARTICLE 11
SHOP STEWARD/INVESTIGATION OF ISSUES

Management agrees to recognize one (1) Shop Steward and two (2) Alternate Shop Stewards, and the union agrees to provide management with an updated list of names of the individuals who shall fill these positions.

An off duty Shop Steward or Alternate Shop Steward shall investigate all situations/issues brought to his attention. Union representatives normally conduct investigations and all other phases of grievance handling during off-duty hours. If the nature of the grievance is such that expedited handling will result in prompt disposition thereof without interference to department operations, or require the need to hire overtime personnel, or to reassign personnel from outside of headquarters to supply coverage, management, at its discretion, may allow investigation and processing thereof during working time.

If a settlement cannot be reached, the Steward shall report the matter by telephone to the Union Business Agent. If the issue cannot be settled amicably between the parties, the Grievance Procedure shall be followed.

It is understood that time spent by union stewards, witnesses, or a representative of the employee's choice in settling issues, processing matters through the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and administrative hearings before appropriate authorities shall not be paid for if they are off duty. They shall only be paid for their regularly scheduled workweek.

ARTICLE 12
GRIEVANCE PROCEDURE

"Grievance" means an alleged violation, misinterpretation, or misapplication with respect to one or more employees, of any provision of this Agreement.

This grievance procedure shall not limit the normal process of discussions between employees and/or the union and management in which minor issues are easily resolved. If settlement occurs between the parties, such discussions shall not be considered "grievances" and, as such, shall not need to be documented. If settlement does not occur between the parties, such discussions, if deemed necessary by the union, shall be considered a "grievance" and shall begin at **STEP 1**, unless otherwise noted below.

A grievance must start at **STEP 1**, unless otherwise noted, and proceed through the procedure at each **STEP** thereafter until a settlement is reached, or the grievance will be considered as settled on the last answer given. If a grievance is settled in any one of the **STEPS**, it will be considered closed, and the grievance will not be subject to the Grievance Procedure thereafter. If the grievance is not answered within the time limits listed, the grievant may proceed to the next **STEP**.

SECTION A

STEP 1. An employee having the grievance and the Union will present the grievance in writing to his immediate supervisor within ten (10) calendar days of its occurrence. The supervisor will reply in writing to the grievant within ten (10) calendar days after the grievance is presented. If the grievance is with the employee's immediate supervisor, he may go to STEP 2.

STEP 2. Failing a settlement at **STEP 1**, the grievant may present the grievance in writing to the Divisional Supervisor, Bureau Commander, or Deputy Chief within ten (10) calendar days after the reply in **STEP 1**. If the grievance is with the employee's Divisional Supervisor, Bureau Commander, or Deputy Chief, he may go to STEP 3. The Divisional Supervisor, Bureau Commander, or Deputy Chief will reply in writing to the grievant within ten (10) calendar days after the grievance is presented in writing.

STEP 3. Failing a settlement at **STEP 2**, the grievant may present the grievance to the Chief in writing within ten (10) calendar days after the reply in **STEP 2**. If the grievance is with the Chief of Police, the grievance will still start at **STEP 3**. The grievant will specify the following:

A. The nature and facts pertaining to the grievance;
B. The nature and extent of injury, loss, or inconvenience;
C. The alleged violation of the Agreement;
D. The basis for dissatisfaction with **STEPS 1** and **2;**
E. The remedy that is desired;
F. The signature of the grievant.

The Chief will reply to the grievant in writing within ten (10) calendar days after the grievance is presented. If the Chief is unavailable for response, this time period shall be

automatically extended until his return or until he has otherwise communicated his response through his designee.

STEP 4. Failing a settlement at **STEP 3**, the grievant may present in writing within ten (10) calendar days after the reply in **STEP 3**, the grievance to the Board of Police Commissioners which is the final step of the grievance procedure. The Board of Police Commissioners will receive all grievances at its regular monthly meetings or a special hearing will be scheduled. The Board of Police Commissioners will reply in writing to the grievant within fifteen (15) calendar days after the grievance is presented at a hearing.

SECTION B

The Union may file grievances on its own behalf, on behalf of its members, and if requested, on behalf of non-members; any grievant may be represented at all stages of the Grievance Procedure by himself/herself and by a representative selected and approved by the union, if the grievant desires.

SECTION C

Each grievance will be separately processed under the Grievance Procedure.

SECTION D

The parties recognize that after **STEP 1** of the grievance procedure, additional time may be required by both parties to process the grievance. The parties may agree in writing to extend any of the time limits set forth in any steps of the grievance procedure.

1. In all other circumstances, management's failure to respond within the established time limits shall automatically advance the grievance to the next step.

2. The Union's failure to respond within established time limits, the grievance shall be considered settled on the basis of management's last answer.

3. Union representatives normally shall conduct investigations and all other phases of grievance handling during off-duty hours. If the nature of the grievance is such that expedited handling will result in prompt disposition thereof without interference to department operations, or require the need to hire overtime personnel, or to reassign personnel from outside of headquarters to supply coverage, management, at its discretion, may allow investigation and processing thereof during working time.

4. During any step involved in the grievance procedure, the grievant, union representatives, or witnesses for the grievant, shall not be paid overtime if not done during on-duty hours.

STEP 5. Failing a settlement at **STEP 4**, the grievant may present the grievance in writing to the union within thirty (30) calendar days after the reply in **STEP 4**. If the Union feels that the grievance has merit and that submitting it to arbitration is in the best interest of the Department, the Union may submit the grievance to the Public Employee Labor Relations Board within thirty (30) calendar days after receiving the grievance from the grievant.

SECTION A

Expenses incurred under **STEP 5** will be shared equally by the Commission and the Union.

SECTION B

The Commission, or its designate, will have the right to file grievances against the Union and/or a member thereof. The grievance will be presented in writing to the Union and the member, if applicable, within ten (10) calendar days of its occurrence, or when knowledge was obtained that a grievance existed. The Union will reply within thirty (30) calendar days after the grievance is presented. Failing a settlement between the Commission or its designees and the Union, the grievance may be presented to the Public Employee Labor Relations Board within sixty (60) calendar days after the reply.

SECTION C

No party action under **STEP 5** will have any power to award any monetary damages (other than back wages), make any changes in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

ARTICLE 13
VACATIONS

Part-Time Positions~~)~~:

Vacation time is accrued for any month in which the individual has been employed prior to and including the 15th of the month. The accrual rate is based upon continuous department employment on the fifteenth of every month. After satisfactory completion of a probationary period as determined by the Chief of Police or designee, but not exceeding one (1) year, employees are eligible to take vacation leave. Part-time employees shall receive prorated vacation days and shall reach maximum accrual cap based on full-time accrual. A vacation balance of not more than two times the annual accrual can be earned by the member's "anniversary date". On the 15th of the month closest to the anniversary date, should the vacation balance be over the two times maximum accrual, the balance will be decreased to two times the annual accrual. The

employee will then be allowed to accrue vacation for that month and the following months up to the "anniversary date.

Full-Time Positions:

Vacation time is accrued for any month in which the individual has been employed prior to and including the 15th of the month. The accrual rate is based upon continuous full-time department employment on the fifteenth of every month. After satisfactory completion of the probationary period as determined by the Chief of Police or designee, but not exceeding one (1) year and classification as a "regular employee", full-time employees covered by this Agreement are eligible to take vacation leave. Full-Time employees shall accrue vacation in accordance with the following schedule:

~~Beginning July 1, 2017:~~

~~A. Less than 5 years of continuous service: 12 days per year~~
~~B. Five (5) years, but less than Ten (10) years of continuous service: 16 days per year~~
~~C. Ten (10) years, but less than Fifteen (15) years of continuous service: 23 days per year~~
~~D. Fifteen (15) years, but less than Twenty (20) years of continuous service: 24 days per year~~
~~E.~~A. ~~Twenty (20) Years or More of Continued Service: Twenty-eight (28) days per year~~

Beginning July 1, ~~2018~~2020:

A. Less than 5 years of continuous service: 13 days per year
B. Five (5) years, but less than Ten (10) years of continuous service: 17 days per year
C. Ten (10) years, but less than Fifteen (15) years of continuous service: 24 days per year
D. Fifteen (15) years, but less than Twenty (20) years of continuous service: 25 days per year
E. Twenty (20) ~~Years~~ years ~~or More~~, but less than Thirty (30) years of Continued Service: ~~Twenty-nine (29)~~29 days per year
~~E.~~F. Thirty (30) years or more of continued service: 30 days

Vacation Policies:

A. The full-time (works 35 hours a week or over) anniversary date of continuous Department employment shall be used to calculate a full-time employee's length of service with respect to paid vacation eligibility.

Length of service shall be measured from the employee's most recent full-time date of hire with the Department.

B. Vacation time is accrued for any month in which the individual has been employed prior to and including the fifteenth (15) of any month. The accrual rate is based upon the years of full-time, continuous department employment on the fifteenth of every month.

C. Paid sick leave and absences for jury or military reserve duty are considered time worked for vacation accrual purposes.

D. If a holiday falls during a vacation week, holiday pay will be given in lieu of a vacation day.

E. Any regular employee who is laid-off, retires, or resigns is entitled to receive accrued vacation pay prorated to the date when active employment ceases. Upon retirement a maximum of 2 times the annual amount of vacation accrual will be paid at that time. When calculating accrued vacation time, fractional hours shall be rounded up to the next full hour.

~~F.~~G. All accrued vacation time shall be paid in a lump sum to the employee's beneficiary, as specified in writing by the employee on an approved form, if death occurs while employed by the Nashua Police Department. If no beneficiaries are designated by the employee, the accrued vacation leave will be paid to the employee's estate.

Transfers from another City Bargaining Unit or other City Department:

A. **Full-Time Employees:** If a full-time employee transfers from another City bargaining unit or other City Department, he shall be paid for all accrued vacation leave by the appropriate City Department and shall not transfer any vacation accruals. The full-time anniversary date of continuous City employment shall be used to calculate a full-time employee's length of service for accrual purposes.

B. **Part-Time Employees:** If a part-time employee transfers from another City bargaining unit or other City Department, he shall be paid for all accrued vacation leave by the appropriate City Department and shall not transfer any vacation accruals. The full-time anniversary date of continuous department employment shall be used to calculate a part-time employee's length of service for accrual purposes.

Loss of accrued vacation time:

A. If a probationary employee resigns, is laid-off, or is discharged any time before completing his probationary period not exceeding one (1) year, he shall lose all accrued vacation time.

B. During an unpaid leave of absence, an employee does not earn any vacation time.

C. A vacation balance of not more than two times the annual accrual can be earned by the member's "anniversary date." On the "anniversary date," should the vacation balance be over the two times maximum accrual, the balance will be decreased to two times the annual accrual. The employee will then be allowed to accrue vacation for that month and the following months up to the "anniversary date".

Requesting use of vacation time:

A. Employees must complete six months of continuous service before taking any accrued vacation time unless otherwise designated in this Article.

B. Employees will have the appropriate time accrued before use of vacation time is approved. An employee may be allowed to take vacation time if it has not yet been accrued if authorized by the Chief of Police or designee.

C. Requests for the use of vacation shall be in 5-day (40 hours, 37 1/2 hours or 35 hours per week) blocks.

D. Employees are allowed to use vacation in one- or half-day or one (1) hour increments of vacation leave at a time only upon approval of their bureau commander or designee.

E. Employees may use partial vacation days in any increment for payment of time used for valid FMLA incidents.

F. Except as approved by the Chief of Police or designee, employees cannot take more than two (2) consecutive work weeks of vacation at any one time.

G. **Approval of Block Weeks:** In written form, employees are to request the use of block week vacations at least three (3) weeks prior to the date of use, unless waived by the Chief of Police. Employees may request use of vacation one (1) year in advance. Said requests for less senior employees in a bureau, division, or shift shall have their vacation request for block weeks and individual vacation days signed off by all senior employees in the bureau, division, or shift before submitting same to the Bureau Commander or designee for initial approval. Upon being requested to sign off the vacation use, the senior employee(s) will have one week to finalize

this process. The appropriate Bureau Commander or designee may extend the one-week limit due to the unavailability of the senior employee(s). The only valid reason for a senior employee not to sign off the vacation request is due to a conflicting vacation usage by the senior employee. If not completed previously, the senior employee must complete a vacation request within one (1) week. If the senior employee does not complete his vacation request or sign off the less senior employee's vacation request, the requesting employee will document the circumstances via an intradepartmental memorandum, attach it to the vacation request, and submit it to his Bureau Commander or designee for initial approval.

H. **Approval of Individual Vacation Days:** In written form, employees are to request individual vacation days at least three (3) days prior to their use; however, supervisors may waive this time restriction.

I. **Responsibilities of Supervisors:** Potential workloads, manpower requirements, or any possibility of an emergency situation are considerations of a supervisor before approving usage. Upon receipt of the vacation request, supervisors will respond as soon as possible, but within two (2) weeks of receipt of the block week vacation request. Due to the limited time frame of individual vacation days, supervisors will respond to the vacation request prior to the date of the requested use.

J. **Number of Employees Allowed at One Time:** The number of employees allowed on vacation at one time shall be determined by the Chief or his designee and shall not be affected by the availability of police officers.

K. **Final Approval:** Before final approval by the employee's supervisor, the accrual of the necessary vacation time needed must be verified by the appropriate personnel in the Financial Services Division.

1. The appropriate form will be completed by the supervisor or employee, and forwarded to the appropriate Financial Services Division personnel.

2. After approval, the form will be sent back to the employee's Bureau Commander and the employee will be notified.

L. **Resolving Conflicts:** If a conflict arises in the use of vacation time among employees, the Bureau Commander or designee will resolve any conflict. The Bureau Commander or designee will use the following hierarchy in order to resolve conflicts:

Merit Supervisors
Senior Full-Time Employees
Junior Full-Time Employees

Part-Time Employees

M. **Changed/Canceled Approved Vacation:** Once a vacation is approved and the dates are to be changed or canceled by the employee, the employee must reapply. The employee must complete the appropriate form canceling the vacation and the entire process began again.

N. **Recall of Vacation:** Any approved vacation is subject to recall by the Chief of Police or designee due to workloads, manpower requirements, and any emergencies that arise. Employees shall be paid time and half of their regular rate of pay for a callback when on vacation and granted an equivalent amount off vacation time, but no less than one day, which may be banked for future use.

ARTICLE 14
HOLIDAYS

Part-Time Employees:

Part -time employees will receive a day's pay at their regular straight time rate for the below holidays. For accrual purposes, a "holiday" for part-time employees means a day of their normal weekly work schedule. The holidays are:

NEW YEAR'S DAY	LABOR DAY	~~LABOR DAY~~CHRISTMAS DAY
MEMORIAL DAY	VETERANS DAY	~~THANKSGIVING DAY~~
FOURTH OF JULY	THANKSGIVING DAY	~~CHRISTMAS DAY~~

Full-Time Employees:

Full-time employees will receive a day's pay at their regular straight time rate for the below holidays. For accrual purposes, a "holiday" for full-time employees means an eight (8) hour day for 40-hour a week employees.. Full-time employees are eligible to receive ~~eleven (11)~~twelve (12) holidays per year, plus the Presidential Election Day (every fourth year).

Standard Holidays: ~~Eight (8)~~Nine (9) of the holidays are the same from year to year. The eight standard holidays are:

NEW YEAR'S DAY	INDEPENDENCE DAY	~~THANKSGIVING DAY~~VETERANS DAY
CIVIL RIGHTS DAY	LABOR DAY	~~CHRISTMAS~~

		~~DAY~~THANKSGIVING DAY
MEMORIAL DAY	~~VETERANS' DAY~~COLUMBUS DAY	CHRISTMAS DAY

Floating Holidays:

Three (3) holidays are determined by the Board of Police Commissioners or the Chief of Police in January of each year. ~~These replace the traditional Fast Day, President's Day and Columbus Day holidays.~~

Holiday Policies:

A. In order to qualify for holiday pay, full-time and part-time employees who are off-duty on the day of the holiday, must have worked their last scheduled duty day prior to the holiday and the first scheduled duty day after the holiday, or been absent on authorized leave on either or both of these days. "Authorized leave" is defined as an occupational injury, bereavement leave, vacation or sick leave, jury duty, military reserve or National Guard duty, court appearance by subpoena, or other compensatory time off, determined by your supervisor.

B. Holidays that fall on Saturday are celebrated on Friday, and ones that fall on Sunday are celebrated on Monday.

Holiday Pay for Non-Essential Employees:

Non-essential full-time employees do not work holidays, but receive a paid day off.

Holiday Pay for Essential Employees:

Essential full-time employees are required to work holidays if they fall on their regularly scheduled work day. Essential full-time employees shall receive one day's pay at their regular rate for the above holidays in addition to their regular pay. The Chief of Police or designee shall have the authority to add positions to this list of essential personnel as warranted in order to maintain efficient department operations. Essential personnel are, but are not limited to, Receptionists and Detention Specialists.

ARTICLE 15
UNIFORMS, DRESS & GROOMING CODE

General Policies:

It is the policy of the Nashua Police Department to provide certain guidelines to insure a professional image in the grooming and dress of its employees. Due to tours and visits

from official representatives and public contacts, police headquarters is often open to outsiders. It is the policy of the Nashua Police Department that its employees project a professional image in their grooming and dress.

Uniforms/Specialized Apparel:

Certain employees are designated by the Chief of Police or designee to wear uniforms or specialized apparel. They shall conform to the uniform requirements and specifications as listed under the Nashua Police Department Rules and Regulations Manual. Upon employment with the Nashua Police Department, designated employees will receive initial issue of uniforms as determined by the Chief of Police or designee. Needed replacement will be issued as authorized by the Chief of Police or designee.

Civilian Clothing:

Male and female members permitted to wear civilian clothing shall conform to standards normally worn by office personnel in professional, private business firms unless otherwise directed by a supervisor. On Friday through Sunday and holidays, employees may elect to wear clothing conforming to the standards of the Department for business casual dress. It will be at the discretion of the Chief of Police or designee to make a determination of acceptable or nonacceptable attire.

Grooming:

Personal appearances of all male and female employees should be clean and neat. Mustaches, beards, and hairstyles should be neatly trimmed and groomed.

ARTICLE 16

MEDICAL & LIFE INSURANCE

All employees covered by this Collective Bargaining Agreement shall receive benefits under this Article. The provider shall be Alligiant Care POS Plan A with DN 1, prescription drug, vision, hearing, health club and life insurance.

The City shall be responsible for a contribution not to exceed an amount equal to an 80% contribution for a Harvard Pilgrim Health Care of New England (HMO) plan, or other HMO plan offered by the City if Harvard Pilgrim Health Care of New England plan is no longer offered by the City, and the HMO plan having the same deductibles and co-pays required of other unionized unsworn employees at the police department plus an amount equal to the City's contribution for dental insurance coverage for City merit employees. In no instance shall the City's contribution exceed the actual cost of the employee's health insurance plan.

For the purpose of illustration, the City would make the following contributions effective upon approval of this collective bargaining agreement:

One person plan: $575.51 + $52.77 = $628.28 per month
Two person plan: $1,161.70 + $99.63 = $1,261.33 per month
Family plan: $1,553.98 + $99.63 = $1,653.61 per month

Employee shall be responsible for the balance of any premium not covered by the City's contributions.

Should the Union vote to have its members participate in the City offered health care plans, the employees shall contribute the same percentage of the premiums as contributed by a majority of City employees on those plans as well as being responsible for all co-pays and deductibles for which the majority of City employees are responsible for under the offered health care plans.

The health insurance through Northern New England Benefit Trust shall only be available to current members that are enrolled in the City of Nashua health insurance plans or employees hired after the date of ratification of this Agreement. In the event of a spouse's death, divorce, or a job loss resulting in a member's loss of health insurance coverage under that spouse's plan, the member shall be allowed to join Northern New England Benefit Trust.

Alligiant Care shall retain the right to modify said Plan should experience become unmanageable.

Upon retirement, members shall be entitled to enroll in the City's health and dental plans so that they will receive the same benefits as other similarly situated retired City employees.

LIFE INSURANCE

Full-time employees and other employees working a regular schedule of at least 30 hours per week are eligible to participate in the city's group term life insurance benefit. The benefit is equal to one and one-half times the annual basic rate of pay of each employee. If an employee elects to participate, the City will pay 100% of the premium cost. This benefit also provides for optional term life insurance and is 100% employee paid. The benefit amounts are determined by the insurance carrier, and the cost of optional coverage is determined by your age.

SHORT TERM DISABILITY COVERAGE

The City of Nashua will offer Short Term Disability coverage to all employees covered under this CBA. Participation in this program will be completely optional and funded entirely at the employee's expense.

ARTICLE 17
SICK LEAVE

Part-Time Employees:

For the purposes of this article, sick leave deductions during one workday shall be the employee's normal workday. Part-time employees shall receive prorated sick days and reach maximum accrual caps based on full-time accruals for employees hired prior to the signing of this contract. (Examples below.)

> **32 hours = 8 Hours each Month or 96 hours a year, cumulative to a maximum of 576 hours.**
>
> **34 hours = 8.5 Hours each Month or 102 hours a year, cumulative to a maximum of 612 hours.**

Transfers from Another Bargaining Unit or other City Department:

Full-time and part-time employees who transfer from another bargaining unit or from another City Department without any breaks in City service will be permitted to retain their sick leave accrual balances. However, they will not be permitted to use them as sick days under this article until completion of six (6) months of continuous employment.

Full-Time Employees:

Full-time employees must be employed prior to and including the 15th of any month, or on approved sick or vacation leave, to accrue sick time for that particular month. Sick leave for full-time employees on the active payroll, covered by this Agreement shall accumulate at the rate below per calendar month (1 1/4 Days or 15 Days per Year), except as noted below for employees hired after the signing of this contract:

- 10 hours each month or 120 hours a year, cumulative to a maximum of 1080 hours for 40-hour-a-week employees.
-
-

Sick Leave Policies:

Employees must have the appropriate time accrued before use of sick time is approved. At no time shall an employee be paid sick time if it has not yet been accrued. During an unpaid leave of absence, an employee does not accrue any sick time.

Use of Sick Leave:

1. Sick leave shall not be considered as a privilege which an employee may use at his discretion. It shall be allowed only in the case of necessity and actual sickness or disability of the employee, the employee's spouse or domestic partner, children, and parents, but only when employee's presence is required to actively care for the ill person, or to take physical and dental examinations or other sickness prevention measures.

2. Essential and non-essential employees shall not make physical and dental examinations during their tour of duty if possible. If these types of examinations cannot be made during off-duty times, essential personnel must make arrangements with their Bureau Commander or designee to assure that coverage is available during their absence from duty. If no coverage is available, the physical and dental examination will be rescheduled when the employee is off duty or when coverage is available.

3. All absences from work or absences during their tour of duty due to illness, disability, physical/dental examinations or other sickness prevention measures shall be deducted from the non-exempt employee's accumulated sick leave by actual hours missed. If the employee is exempt (salaried), he shall not have this time deducted from sick leave; however, the time may be required to be documented and allocated to FMLA if the absence is a qualifying FMLA event. This includes the right to require the employee to submit a physician's statement verifying the need for the use of the sick leave, irrespective of the number of sick hours taken. The Commission reserves the right to verify all claims for paid sick leave.

Notification of Sick Leave:

Non-essential employees are to make arrangements to notify their immediate supervisor or the Desk Sergeant at headquarters daily and in a timely manner prior to scheduled duty time of their intention to be on sick leave. Essential employees shall make the necessary notifications at least one (1) hour before their normal scheduled duty time.

Use of Leave:

The appropriate supervisor will complete NPD Form #02-06, "Use of Leave," upon notification of an employee's requesting sick leave. Employees taking sick leave are required to fill out NPD Form #02-07, "Use of Leave Time", the next working day from the use of leave.

Doctor's Slip Required:

Notwithstanding the frequency, in all cases a doctor's slip is required for employees taking three or more successive sick days within five (5) days after returning to work.

Loss & Reinstatement of Sick Leave:

1. Except in the case of death, accrued sick leave shall be lost if the employee resigns, is discharged, released, or laid off. If full-time employees leave employment with the Nashua Police Department, but return within three (3) years of your date of termination, their accrued sick leave will be reinstated.

2. ~~Employees~~ Full and part-time employees who have reached their sick leave cap, 1080 hours for full-time employees and 612 hours for part-time employees, shall be allowed up to an additional year's sick leave accrual; however, said days shall not be allowed to carry into the ensuing year. At the start of every new calendar year, the sick leave balance shall be brought back to the employee's maximum accrual amount. Employees will be able to again accrue sick days as outlined in this Article beyond their cap up to an additional year's accrual for that year, and the process will begin again.

3. Full-time employees who abuse sick leave, shall forfeit 10 days (for 40-hour-a-week employees), of accrued sick leave for a first offense. (If the entire 10 days cannot be deducted from the accumulated total due to the accrual amount, the negative balance will be carried over until the entire time can be deducted.)

4. For the second offense, full-time employees shall forfeit 12 days (for 40-hour-a-week employees) of accrued sick leave. (If the entire 12 days cannot be deducted from the accumulated total due to the accrual amount, the negative balance will be carried over until the entire time can be deducted.) For the third offense, the employee will be immediately discharged.

Death/Retirement Payments for Full-Time Employees:

1. Accrued sick leave, up to the designated amount listed in the following paragraphs, shall be paid in a lump sum to the employee's beneficiary, as specified in writing by the employee on an approved form, if death occurs while employed by the Nashua Police Department. If no beneficiaries are designated by the employee, the accrued sick leave will be paid to the employee's estate.

2. Upon retirement under the NH Retirement System, an employee will receive payment for the accrued sick leave balance in his account (up to

720 hours for 40-hour-a-week employees), calculated at the current rate of pay on the day of retirement.

3. Upon layoff due to reduction in force, an employee will be paid 25% of all accrued sick leave calculated at the employee's then current rate of pay.

Sick Bank:

1. All employees covered under this Collective Bargaining Agreement may maintain and contribute to a sick leave bank on a voluntary basis from their unused sick leave credits.

2. A Sick Leave Bank Committee appointed by members of the Union shall establish the rules and procedures of the sick leave bank.

3. A copy of the rules and procedures under which the sick leave bank operates must be provided to the Chief of Police by the Union.

4. The Sick Leave Bank Article or the procedures and standards established by the Sick Leave Bank Committee shall not be subject to the grievance procedure.

ARTICLE 18
BEREAVEMENT LEAVE

Definitions:

For the purposes of this Article:

A. The term "*bereavement leave*" means "a leave of absence granted to an employee upon a death occurring in the employee's Immediate Family".

B. The Chief's "designee" is the Deputy Chief of Operations or the Bureau Commander. In the absence of the Deputy Chief of Operations or the Bureau Commander, the Chief's designee may be the Divisional Supervisor.

C. *"Domestic partner"* is defined as an individual:

1. Who had a long-term intimate relationship with an employee;

2. Who was living in the same household as the employee at the time of death; and

3. With whom the employee had an intent to remain in a long-term relationship.

Full-Time/Part-Time Employees:

	BEREAVEMENT LEAVE	
A.	1 DAY LEAVE	In the event of the death of an uncle, aunt, niece, or nephew of the employee
B.	3 DAYS LEAVE	In the event of a member of the immediate family of the employee as defined below.
C.	4 DAYS LEAVE	In the event of the member's parent, step-parent, spouse, child, or step-child.

Bereavement Leave Policies:

A. Such leave shall normally commence upon the day following the death of the immediate family member.

B. Employees may utilize sick leave for the hours missed when first notified of deaths, unless it is at the beginning of their normal tour of duty.

C. If for reasons which would require out-of-state travel to the funeral services or due to the actual date of the funeral services, the Chief of Police or designee may allow a delay in the commencement of the three consecutive business bereavement leave days for full-time/part-time employees.

D. At the discretion of the Chief of Police or a Deputy Chief, the three consecutive business days may be broken up between the initial notification and the actual day of the funeral services.

Appropriate Form Required:

The appropriate NPD Form shall be completed for all usage of bereavement leave.

Immediate Family Defined:

The immediate family includes your spouse and the following relatives of you or your spouse: Children, Stepchildren, Brother, Stepbrother, Sister, Stepsister, Parents, Stepparents, Grandparents, Step-Grandparents, Grandchildren, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Daughter-in-Law, Son-in-Law, or Ward/Relative living in the home.

Domestic Partner:

The immediate family may also include an employee's domestic partner; however, Management reserves the right to determine the circumstances under which a "domestic partner" qualifies under this Article.

Disputes:

Disputes concerning Bereavement Leave shall be subject to the Grievance Procedure through STEP 2 at which point the decision shall be final and binding upon the parties.

ARTICLE 19
LEAVES OF ABSENCE

Military Leave of Absence:

If a regular full-time employee or Detention Specialist must leave city employment to enter directly into active service in the armed forces of the United States involuntarily, he shall be granted a military leave of absence for the anticipated length of such service. The employee will be allowed seniority credit for the time spent in the armed forces.

The employee is entitled to reinstatement to the position he held or one of like status and pay if a vacancy is open within the city, provided that the employee accepts release from active service at the earliest possible date and request reinstatement within ninety (90) days after release.

If a regular full-time employee is called to serve not more than a seventeen-day annual training tour of duty with the National Guard or Armed Forces Reserve, he shall be paid the difference between his pay for such government service and the amount of straight time earnings lost by him by reason of such service, if any, based on the employee's regularly scheduled straight time rate. Such payments shall be made following the showing of satisfactory evidence of the amount of pay received for such service. The employee will continue accrual of sick and vacation time during this time and shall not lose any benefits.

If a regular full-time employee is called into active duty with the National Guard or Armed Forces Reserve for more than 17 days, he shall not be paid the difference between his pay for such government service and the amount of regular straight time earnings. The employee may request payment of his sick and vacation accrual balances (subject to accumulation restrictions) or these accruals may remain as balances until he returns to city employment. He shall not accrue sick and vacation time during the military leave of absence and his benefits will be as indicated below:

A. More than 17 days, less than 6 months.....Full benefits

B. More than 6 months:

1. No benefits;

2. Allowed seniority credit for the time spent in the armed forces;

3. Insurance benefits available under COBRA provisions.

Part-Time Employees:

Part-time employees are eligible for paid or unpaid personal leaves of absence. By law, employees are eligible for Family Medical Leave if they have been employed at least twelve (12) months and worked at least 1,250 hours during the twelve (12) months immediately preceding the commencement of the leave.

Paid Leaves of Absence:

With prior approval, and at the sole discretion of the Chief of Police, paid leaves of absence may be granted to regular full-time employees due to personal illness up to six (6) weeks. The paid leaves of absence are limited to an employee's total accruals of sick and vacation time.

Full-time employees continue to accrue sick and vacation time while on paid leaves of absence. A leave of absence shall be charged first against the employee's accumulated sick leave and then against the employee's accumulated vacation time.

Unpaid Leaves of Absence:

1. With prior approval, and at the sole discretion of the Chief of Police, unpaid leaves of absence may be granted to regular full-time employees due to personal illness up to forty-five (45) continuous days. Full-time employees do not accrue sick and vacation time while on unpaid leaves of absence. During an unpaid leave of absence for personal illness, the City will continue to pay its portion of applicable insurance premiums up to six (6) months. An employee will continue to pay their portion(s) of applicable insurance premiums during this six-month period. Thereafter, the employee shall pay 100% of the cost if he wishes to continue applicable insurance coverage.

2. To continue any applicable insurance benefits during an unpaid leave of absence for other reasons than personal illness, it shall be the employee's responsibilities to assume payment of the full premiums (100%) at the time of leave. Payment of applicable insurance premiums during an unpaid leave of absence must be arranged in advance with the Human Resource Department and the Insurance Department.

3. At no time shall an unpaid leave of absence extend beyond 45 continuous days unless authorized by the Chief of Police. If the member can meet the eligibility requirements as set by the City's Disability Income Plan, he may apply for the Long Term Disability Benefit. (Cite Article 31.)

If the Department's operations are affected due to the length of the unpaid leave of absence and a medical authority cannot determine when the employee is able to work, it shall be the Chief~~'s~~ of Police's discretion to hire a temporary or regular replacement. If the employee is able to recover from the disability during the limitation period of the long-term disability benefit and the Commission is satisfied with the recovery, he will have preference over applicants outside the City to apply for any position within the City that he is qualified for. If the employee cannot recover during the limitation period as described above, the employee shall be terminated.

ARTICLE 20
PERSONAL DAYS

Regular Full-Time Employees:

A. For the purpose of this Article the words ***"personal day"*** means a day, when an employee is excused from active duty for personal reasons.

B. Said time is deducted from the employee's accumulated sick leave. If no sick leave is available, the employee is not eligible to receive a personal day.

C. A full-time regular employee may use 6 days ("days" as defined under Paragraph "A" above), of sick leave per calendar year for personal leave.

D. Personal days may be taken in half day increments.

Regular Part-Time Employees:

A. For the purpose of this Article the words "personal day" means a normal workday, when an employee is excused from active duty for personal reasons.

B. Said time is deducted from the employee's yearly sick leave balance. If no sick leave is available, the employee is not eligible to receive a personal day, unless the employee opts to take an available vacation day.

C. Only upon the discretion of the Chief of Police (or a Deputy Chief in his absence) will a part-time employee be allowed to take a day off for personal reasons without pay.

D. Part-time employees may use up to 6 days ("days" as defined under Paragraph "A" under this section), sick days as personal days.

Approval of Personal Leave:

Personal Leave must be approved by your supervisor prior to the date of such personal day, except in an emergency. If approved, the appropriate form will be completed by the supervisor or employee. The form will be forwarded to the Financial Services Division. Except in cases of emergency, the form will be approved/disapproved (pending the availability of accrued sick leave), and the employee will be notified by the Bureau Commander or designee of its approval or disapproval.

Provisions:

- A personal day's approval is subject to potential workloads, manpower requirements, and any possibility of an emergency situation as determined by the Chief of Police or designee.

- Once a personal day is approved and the date is to be changed or canceled by the employee, the employee must reapply.

- The approved personal day is subject to recall by the Chief or designee due to potential workloads, manpower requirements, and any emergencies that may arise.

- Personal days shall not be taken more than two at a time unless approved by the Chief of Police or designee.

Disputes:

Disputes concerning personal days shall follow the Grievance Procedure through STEP 3, at which point, the decision shall be final and binding upon the parties.

ARTICLE 21
EXCHANGE OF WORKDAYS

For the purposes of this Article, the words "Exchange of Workdays" means one normal workday and such exchange shall be for each other's position's duties, unless otherwise approved by the Chief of Police or his designee.

A. Exchanges of workdays are limited to individuals who have been cross-trained to adequately cover the other position as determined and approved by their bureau commanders or supervisor.

B. The number of swaps allowed per individual shall be limited to ten per quarter if approved in advance by his supervisor/bureau commander and it does not interfere with normal operations, training conducted by the department, cause the need to hire overtime, and if paid back within six (6) months.

C. An employee is allowed to swap with himself. Limited to ten per quarter, if approved in advance by his supervisor/bureau commander and it does not interfere with normal operations, training conducted by the department, cause the need to hire overtime, and if paid back within six (6) months.

D. Written advanced notice signed by both employees involved in the exchange is given to the Chief or his designee two (2) days prior to each exchange of workday desired; (The two (2) day notice period may be waived at the discretion of the Chief or his designee.)

E. The swap of either employee involved does not result in an employee working more than 16 hours in one work day;

F. The swaps do not result in interference with scheduled training or otherwise interferes with other duties or assignments or the operations of the department;

G. If an employee involved in such exchange calls in sick on the exchange day, that employee shall lose one normal work day of sick leave;

H. No additional swaps will be allowed for the original swap date; and,

I. An employee paying back a swap will be eligible to receive a personal day or vacation day for the original swap date. However, approval of a personal day or vacation day shall not supersede a request for personal day or vacation leave by permanently scheduled personnel on that shift.

Detention Specialists:

Detention Specialists may exchange workdays (considered a "swap") with other Detention Specialists in the same bargaining unit on other shifts upon approval of the

appropriate Uniform Field Operations Bureau Commanders or designees as delineated in the policies listed above. Detention Specialists cannot exchange workdays with Police Officers.

Disputes:

Disputes concerning Exchange of Workdays shall follow the Grievance Procedure through **STEP 3**, at which point, the decision shall be final and binding upon the parties.

ARTICLE 22
SHIFT EXCHANGES

For the purposes of this Article, the word "shift" means, "in excess of one normal workday." This Article shall pertain only to personnel who hold the position of Records Tech I & II and Detention Specialists.

With prior approval and at the sole discretion of the Chief or his designee, employees may exchange shifts if both employees involved agree; provided that:

A. Written advanced notice signed by both employees involved in the exchange is given to the Chief or his designee two (2) weeks prior to each exchange of shift desired and included are the reasons thereof; The two (2) week notice period may be waived at the discretion of the Chief of Police or his designee.

B. Both employees have the same position or have been cross-trained to adequately cover the other position as determined and approved by their bureau commander or supervisor;

C. Detention Specialists cannot exchange shifts with Police Officers;

D. No more than two (2) shift exchanges involving four (4) employees shall be allowed at any one (1) time;

E. Both employees agree to swap day off groups of each other and shall not be eligible to receive compensatory time off due to the change of days off or to receive overtime; the timing of the commencement of the shift exchange will be such that it results in no employee working more than 40 hours in any week due to the exchange.

ARTICLE 23
WAGES

Wage Compensation Ranges:

The compensation range for each position is set forth in this article under Schedule "A-&~~F~~B" based on labor grade assignments and Fiscal Years.

Newly hired or transferred employees shall start at the appropriate wage step based on pertinent years of experience that can be directly related to the new position's duties, as well as the wages of other bargaining unit members in the same labor grade. Management reserves the right to determine the number of years of directly related experience based on the information supplied by the employee and verified by Management.

Wage Increases:

A. **Fiscal Year ~~2018~~2021:** On July 1, ~~2017~~2020, Schedule A shall become effective. Employees on the active payroll shall receive a ~~1%~~2.75% wage increase.

B. **Fiscal Year ~~2019~~2022:** On July 1, ~~2018~~2021, Schedule B shall become effective. Employees on the active payroll shall receive a ~~1.5%~~2.75 % wage increase.

C. ~~**Fiscal Year 2020:** On July 1, 2019, Schedule C shall become effective. Employees on the active payroll will receive a 2% wage increase.~~

~~Schedule A – FY 2018 (7/1/17) 1% increase~~

~~Lb. Gr.~~	~~Minimum~~	~~Hourly~~	~~Maximum~~	~~Hourly~~
~~1~~	~~$ 31,011~~	~~$ 14.9091~~	~~$ 42,393.14~~	~~$ 20.3813~~
~~2~~	~~$ 31,537~~	~~$ 15.1620~~	~~$ 43,127.76~~	~~$ 20.7345~~
~~3~~	~~$ 32,254~~	~~$ 15.5067~~	~~$ 44,129.38~~	~~$ 21.2161~~
~~4~~	~~$ 33,105~~	~~$ 15.9159~~	~~$ 45,318.36~~	~~$ 21.7877~~
~~5~~	~~$ 34,003~~	~~$ 16.3476~~	~~$ 46,570.71~~	~~$ 22.3898~~
~~6~~	~~$ 35,128~~	~~$ 16.8885~~	~~$ 48,340.81~~	~~$ 23.2408~~
~~7~~	~~$ 36,516~~	~~$ 17.5558~~	~~$ 50,849.32~~	~~$ 24.4468~~
~~8~~	~~$ 37,721~~	~~$ 18.1351~~	~~$ 53,093.63~~	~~$ 25.5258~~
~~9~~	~~$ 39,169~~	~~$ 18.8313~~	~~$ 55,725.35~~	~~$ 26.7910~~
~~10~~	~~$ 40,384~~	~~$ 19.4154~~	~~$ 57,771.10~~	~~$ 27.7746~~
~~11~~	~~$ 45,063~~	~~$ 21.6649~~	~~$ 64,587.00~~	~~$ 31.0515~~

~~12~~		~~$ 48,677~~	~~$ 23.4024~~		~~$ 69,852.47~~	~~$ 33.5829~~
~~13~~		~~$ 52,953~~	~~$ 25.4582~~		~~$ 76,082.15~~	~~$ 36.5780~~
~~14~~		~~$ 57,823~~	~~$ 27.57992~~		~~$ 83,176.52~~	~~$ 39.9887~~

~~Schedule B – FY 2019 (7/1/18) 1.5% increase~~

~~Lb. Gr.~~		~~Minimum~~	~~Hourly~~		~~Maximum~~	~~Hourly~~
~~1~~		~~$ 31,476~~	~~$ 15.1328~~		~~$ 43,029.04~~	~~$ 20.6870~~
~~2~~		~~$ 32,010~~	~~$ 15.3894~~		~~$ 43,774.68~~	~~$ 21.0455~~
~~3~~		~~$ 32,738~~	~~$ 15.7393~~		~~$ 44,791.32~~	~~$ 21.5343~~
~~4~~		~~$ 33,602~~	~~$ 16.1546~~		~~$ 45,998.14~~	~~$ 22.1145~~
~~5~~		~~$ 34,513~~	~~$ 16.5928~~		~~$ 47,269.27~~	~~$ 22.7256~~
~~6~~		~~$ 35,655~~	~~$ 17.1418~~		~~$ 49,065.92~~	~~$ 23.5894~~
~~7~~		~~$ 37,064~~	~~$ 17.8191~~		~~$ 51,612.06~~	~~$ 24.8135~~
~~8~~		~~$ 38,287~~	~~$ 18.4071~~		~~$ 53,890.03~~	~~$ 25.9087~~
~~9~~		~~$ 39,757~~	~~$ 19.1137~~		~~$ 56,561.23~~	~~$ 27.1929~~
~~10~~		~~$ 40,990~~	~~$ 19.7066~~		~~$ 58,637.67~~	~~$ 28.1912~~
~~11~~		~~$ 45,739~~	~~$ 21.9899~~		~~$ 65,555.81~~	~~$ 31.5172~~
~~12~~		~~$ 49,407~~	~~$ 23.7534~~		~~$ 70,900.26~~	~~$ 34.0867~~
~~13~~		~~$ 53,747~~	~~$ 25.8400~~		~~$ 77,223.38~~	~~$ 37.1266~~
~~14~~		~~$ 58,690~~	~~$ 28.1651~~		~~$ 84,424.17~~	~~$ 40.5885~~

~~Schedule C – FY 2020 (7/1/19) 2.0% increase~~

~~Lb. Gr.~~		~~Minimum~~	~~Hourly~~		~~Maximum~~	~~Hourly~~
~~1~~		~~$ 32,106~~	~~$ 15.4353~~		~~$ 43,889.62~~	~~$ 21.1058~~
~~2~~		~~$ 32,650~~	~~$ 15.6972~~		~~$ 44,650.17~~	~~$ 21.4664~~
~~3~~		~~$ 33,393~~	~~$ 16.0542~~		~~$ 45,687.15~~	~~$ 21.9650~~
~~4~~		~~$ 34,274~~	~~$ 16.4779~~		~~$ 46,918.10~~	~~$ 22.5568~~
~~5~~		~~$ 35,203~~	~~$ 16.9246~~		~~$ 48,214.66~~	~~$ 23.1801~~
~~6~~		~~$ 36,368~~	~~$ 17.4847~~		~~$ 50,047.24~~	~~$ 24.0612~~
~~7~~		~~$ 37,805~~	~~$ 18.1756~~		~~$ 52,644.30~~	~~$ 25.3098~~
~~8~~		~~$ 39,053~~	~~$ 18.7754~~		~~$ 54,967.83~~	~~$ 26.4268~~
~~9~~		~~$ 40,552~~	~~$ 19.4962~~		~~$ 57,692.45~~	~~$ 27.7368~~

~~10~~		~~$ 41,810~~	~~$ 20.1009~~		~~$ 59,810.42~~	~~$ 28.7550~~
~~11~~		~~$ 46,654~~	~~$ 22.4297~~		~~$ 66,866.93~~	~~$ 32.1476~~
~~12~~		~~$ 50,395~~	~~$ 24.2284~~		~~$ 72,318.27~~	~~$ 34.7684~~
~~13~~		~~$ 54,822~~	~~$ 26.3567~~		~~$ 78,767.85~~	~~$ 37.8692~~
~~14~~		~~$ 59,271~~	~~$ 28.4958~~		~~$ 86,112.65~~	~~$ 41.4003~~

Schedule A- FY 2021 (7/1/20) 2.75% increase to the Maximum						
Lb. Gr.	-	Minimum	Hourly	-	Maximum	Hourly
1	-	$32,106	$15.44	-	$45,096.58	$21.69
2	-	$32,650	$15.70	-	$45,878.05	$22.06
3	-	$33,393	$16.05	-	$46,943.55	$22.57
4	-	$34,274	$16.48	-	$48,208.35	$23.18
5	-	$35,203	$16.92	-	$49,540.56	$23.82
6	-	$36,368	$17.48	-	$51,423.54	$24.72
7	-	$37,805	$18.18	-	$54,092.02	$26.01
8	-	$39,053	$18.78	-	$56,479.45	$27.15
9	-	$40,552	$19.50	-	$59,278.99	$28.50
10	-	$41,810	$20.10	-	$61,455.21	$29.55
11	-	$46,654	$22.43	-	$68,705.77	$33.03
12	-	$50,395	$24.23	-	$74,307.02	$35.72
13	-	$54,822	$26.36	-	$80,933.97	$38.91
14	-	$59,271	$28.50	-	$88,480.75	$42.54

Schedule B-FY 2022 (7/1/21) 2.75% increase to the Maximum						
Lb. Gr.	-	Minimum	Hourly	-	Maximum	Hourly
1	-	$32,106	$15.44	-	$46,336.74	$22.28
2	-	$32,650	$15.70	-	$47,139.70	$22.66
3	-	$33,393	$16.05	-	$48,234.49	$23.19
4	-	$34,274	$16.48	-	$49,534.08	$23.81
5	-	$35,203	$16.92	-	$50,902.93	$24.47
6	-	$36,368	$17.48	-	$52,837.69	$25.40
7	-	$37,805	$18.18	-	$55,579.55	$26.72
8	-	$39,053	$18.78	-	$58,032.63	$27.90
9	-	$40,552	$19.50	-	$60,909.16	$29.28
10	-	$41,810	$20.10	-	$63,145.22	$30.36

11	-	$46,654	$22.43	-	$70,595.18	$33.94
12	-	$50,395	$24.23	-	$76,350.47	$36.71
13	-	$54,822	$26.36	-	$83,159.65	$39.98
14	-	$59,271	$28.50	-	$90,913.97	$43.71

POSITIONS AND CURRENT LABOR GRADE ASSIGNED TO EACH

1. Each position shall have a City of Nashua PDF (Position Description Form) on file with the Nashua Police Department and the City Human Resources Department.

2. Said PDFs will be redone per City policy and submitted through the chain of command to the City Human Resources Department for review, possible labor grade change, and exempt or non-exempt status.

3. If the labor grade changes from what is listed below, the employee and the Union will be advised of the change. Said change will be incorporated into the next Collective Bargaining Agreement. Changes to wages will be done in accordance with the appropriate Schedule.

4. The determination of whether a position is exempt or non-exempt rests with the City Human Resources Department based on the FLSA (Fair Labor Standards Act.).

EXEMPT POSITIONS	
JOB TITLES	**LABOR GRADE**
Accreditation Manager	13
Crime ~~analyst~~Analyst	13

POSITIONS AND CURRENT LABOR GRADE ASSIGNED TO EACH

NON-EXEMPT POSITIONS	
JOB TITLES	**LABOR GRADE**
Detention Specialist I (Part-Time)	11
Detention Specialist II (Full-Time) PT Senior Relations Specialist	11 11
Paralegal	10
Auto Mechanic, 1st Class	10
Records Technician II	9

~~Secretary V~~Administrative Assistant III ~~Secretary VI~~Administrative Assistant IV	8 9
Account Clerk IV	8
Legal Secretary	7
Account Clerk III	7
Auto Mechanic, 2nd Class	8
~~Secretary III~~Administrative Assistant II	6
Account Clerk III	6
Outside Detail Specialist (Part-Time)	6
Records Technician I	6
~~Secretary – Domestic Violence Unit~~Administrative Assistant I-Domestic Violence Unit	6
Custodian III	4
Custodian II	3
File Clerk (Part-Time)	3
Custodian I	2

The labor grades and exempt/non-exempt status listed above may change during the review process of Position Description Forms (PDFs) based on changes in the job dimensions of the position to include: specific duties and responsibilities; work relations/relationships; problem solving and decision making; supervisory duties; reasoning, mathematical, and language development relating to mental effort; education, training, and specialized instruction; physical effort and activities; working conditions relating to environmental factors, and the equipment, tools, hardware/software, etc. used.

When labor grades or exempt/non-exempt status change during the review process, the above list will be revised in the next contract.

ARTICLE 24
WORK SCHEDULES

Schedules/Assignments:

Daily and weekly work schedules and shift assignments shall be based on the operating requirements and budgetary allotments of the department and are subject to change at any time. The department shall have the exclusive right to make the necessary changes and shall make every attempt to notify affected employees in advance whenever possible. An individual employee's work schedule shall be determined by the Chief of Police or designee. Employees shall report to work promptly at starting time and shall devote their entire efforts to department business during scheduled working hours.

The workweek shall consist of seven consecutive days, beginning Sunday through Saturday. For vacation and sick leave purposes, if an employee works other than a five-day, eight-hour-per-day schedule, the workday will be calculated as one-fifth of the average workweek.

Essential personnel are assigned to report at specific times during a particular shift on a 24-hour period. Non- essential personal shall work at times as approved by the Chief of Police or designee in order to provide the best possible coverage within a bureau/division. (Cite Article #26 - "Lunch Time & Coffee Breaks".)

Cross-Training, Career Development Program, Schools, & Temporary Assignments:

An employee may be transferred to assume the duties and responsibilities of a position classified higher or lower than his current position due to cross-training, the department's Career Development Program, or to temporary assignments to provide coverage due to vacations, illness, leaves of absence, etc., as determined by the Chief of Police or designee. An employee may be assigned to assume the duties and responsibilities of a position in addition to his own due to lay-offs or reorganization, and this article does not apply to this situation. This situation shall follow the reclassification system if applicable.

At no time will the cross-training or temporary assignment exceed 120 continuous days. If the employee continues to work a higher classified position, he will be paid the wage difference listed on Schedules A & B between positions until the condition or assignment no longer exists. This shall not apply to grandfathered employees who are paid higher than the wages listed on Schedules A or B.

Employees on a 5 & 2 System may be assigned to attend special schooling away from the workplace during hours not normally worked by the employee. Employees on a 5 & 2 System shall receive their regular rate of pay during such attendance.

Attendance:

The effectiveness and efficiency of the Nashua Police Department require that employees report promptly for duty. Unapproved or unexcused absences or tardiness is unacceptable and will result in appropriate disciplinary action.

Essential Personnel:

A. **Detention Specialists:** Unless otherwise designated by the Chief of Police or designee, part-time Detention Specialists shall work thirty-four (34) hours a week, four days a week (8.5 hours per day). Days off shall be as designated by the Chief of Police or designee.

B. **Emergency Coverage:** Essential personnel may be called in to provide coverage due to emergencies on their normal days off or to work other shifts. If ordered to do so, essential personnel shall report to work on a day off and shall receive

overtime (time and one-half rate) or regular rates as outlined in the Article #25, "Overtime."

C. **Changes in Work Schedules:** The Chief of Police or designee may change the above work schedules at any time.

Non-Essential Full-Time Personnel:

A. Employees who are non-essential personnel normally shall be designated as Group #8, who work five (5) days on, two (2) days off schedule, shall receive weekends and holidays off. Non-essential personnel may also be designated to other day-off groups as designated by the Chief of Police or designee.

B. To provide everyday coverage, Fleet Maintenance personnel may be designated as any of the day off groups: Group #9 (Friday & Saturday off), Group #10 (Sunday & Monday off), or Group #8 (Saturday & Sunday off). Fleet Maintenance personnel will receive holidays off.

C. Some non-essential personnel may be placed on call 24-hours a day due to emergencies that could arise and shall work as assigned by their Bureau Commander or designee. (Cite Article #25 - "Overtime".)

D. **Record Technician I & II I:** Record Technician I & II shall work a five (5) day on, two (2) day off work schedule, but shall have either Friday & Saturday, Saturday & Sunday, or Sunday & Monday as days off or as designated by the Chief of Police or designee.

Emergency Situations:

During special times such as emergency operations or during snowstorms, non-essential civilians may be sent home early from work. For these special situations, those civilians who continue to work the normal workday will not receive additional pay, and those civilians who are allowed or asked to leave the workday early will not be deducted any amount from their normal weekly wage.

ARTICLE 25
OVERTIME

Full-Time Employees:

When non-exempt, full-time employees (35 hours a week or more) work extra hours during a week, they will not receive overtime unless the total hours worked in a week exceed 40 hours. Non-exempt, full-time employees (35 hours a week or more) will receive time and one-half their

regular rate of pay for all time worked in excess of 40 hours during a pay week, Sunday through Saturday.

Part-Time Employees:

Part-time employees will not receive overtime unless the total hours worked in a week, Sunday through Saturday, exceed 40 hours.

Overtime Not Allowed:

Exempt positions, as designated under Article 23 – Wages, shall not be eligible for overtime.

Submission of Overtime:

Overtime will be submitted in accordance with S.O.P. 31 during the week it was worked or no more than one (1) week after the date. All overtime submitted will be paid according to the total number of hours worked in the week it was worked, not the week submitted

Called in from Home:

If a non-exempt, non-essential employee gets called in from home to work, he shall receive at least a 3-hour minimum in overtime pay if over 40 hours in a week or a 3-hour minimum in regular pay if under 40 hours in a week. If the 3-hour minimum overlaps with regular duty time, additional pay shall be only for hours worked in excess of the regular duty schedule.

Seasonal Time Adjustments:

In the Fall, when clocks are turned back one hour at 2:00 A.M., employees on that shift shall be paid for actually hours worked (i.e., 8 hours regular, 1 hour overtime). In the Spring, when clocks are advanced one hour at 2:00 A.M. employees on that shift shall be paid for a full shift (i.e., 8 hours regular).

ARTICLE 26
LUNCH TIME & COFFEE BREAKS

Lunch Periods:

Lunch periods shall be paid according to any of the following ways as dictated by the Chief of Police or his designee:

1. An hour (1) lunch (without pay);
2. A 1/2 hour lunch (without pay); or
3. A 20-minute lunch break (with pay).

An employee may be called back from a lunch break due to emergencies. The Bureau Commander or designee will allow an additional lunch break to be taken if conditions allow this to occur.

Breaks:

Employees may be allowed up to two (2) 15-minute breaks if conditions allow. One break may be taken before and one may be taken after the lunch break period as the work schedule allows. All employees may be called back from a break due to emergencies. The Bureau Commander or designee will allow an additional break to be taken if conditions allow. The availability of breaks will not change an employee's normal workday schedule.

ARTICLE 27
COMPENSATORY TIME (TIME COMING)

Compensatory time is allowed for non-exempt full-time employees only under the following conditions:

A. Compensatory time is computed at an hour and a half (1 ½ hours) for every hour of straight time worked over 40 hours in a week. Employees will make out a Department Overtime Form and mark their intention to have the time converted to time coming. Said form shall be submitted to the appropriate Bureau Commander for approval. Each Bureau will hold the slips and make the necessary additions and subtractions as necessary to maintain a current total to the maximum amount as specified below.

B. Employees may convert overtime worked, but no less than one hour of overtime at a time, into a maximum amount of 24 time coming hours. Any overtime slips submitted for accrual purposes which bring the accrued amount beyond the 24 hours will be submitted for overtime payment.

C. Said time must be used within 6 months of the original overtime date. All overtime slips beyond 6 months will be submitted for overtime payment. Note: If a slip becomes outdated, but the employee has taken partial time coming hours, the time taken will be deducted and the remaining time will be converted back to normal overtime for payment.

D. Time coming may be used to extend a block vacation week or be added to any other time off; i.e., personal day. The decision of the supervisor shall be final and not subject to the grievance procedures. A maximum of eight (8) hours of time coming shall be used to extend a block vacation week or be added to other time off.

E. When employees utilize compensatory time:

- The employee will complete the appropriate Department form when utilizing any compensatory time (time coming). The same procedures will be followed as vacations, etc.

- The time will be deducted from the employee's time coming accrual and from the actual overtime forms. Once an overtime slip's conversion to time coming has been used completely, the slip will be marked as so and may be kept for record purposes.

F. If an employee leaves employment for any reason, any accrued time will be converted back to overtime hours and will be submitted for payment.

ARTICLE 28
WORKERS COMPENSATION

Employees shall be covered by the provisions of the New Hampshire Worker's Compensation Act, as may be amended from time to time, and by related City policies. The cost of this coverage shall be paid entirely by the City.

Employees may supplement Worker's Compensation benefits using accrued vacation and sick leave time. The use of accrued leave shall be limited to the difference between the amount the employee is paid under Worker's Compensation and the amount of the employee's pay for their regularly scheduled work week as in effect at the time of the injury.

Temporary Replacement:

During the time an employee is disabled from performing the duties of his position due to an on-duty injury, the department reserves the right to temporarily fill the position as needed up to an 18-month period from the date of the injury.

Reinstatement of Employee Sustaining Compensable Injuries (RSA 281-A:25-a):

Employees who have sustained an on-duty injury shall be reinstated by the employer to the employee's former position of employment upon request for such reinstatement, if the position exists and is available and the employee is not disabled from performing the duties of such position, with reasonable accommodations for the employee's limitations. If the former position has been eliminated, the employee shall be reinstated in any other existing position which is vacant and suitable with reasonable accommodations for the employee's limitations. A certificate by the employee's attending physician that the physician approves the employee's return to the employee's regular employment with reasonable accommodations for the employee's limitations, shall be prima facie evidence that the employee is able to perform such

duties. Reinstatement shall be subject to the provisions for seniority rights and other employment restrictions contained in this contact.

A. The right to reinstatement to the employee's former position terminates when any one of the following events occurs:

1. A medical determination by the attending physician or finding by the Labor Commissioner that the employee cannot return to the former position of employment;

2. The employee accepts employment with another employer;

3. Eighteen months from the date of injury.

B. The right to reinstatement shall not apply to an employee hired on a temporary basis as a replacement for an injured employee.

Permanent Replacement:

After the 18-month period if the person is still unable to return to his position, he shall be deemed to be unable to return to work. The person will be released, and the position may be filled permanently. If the employee becomes employable after the 18-month period, he may apply for any vacant position within the department for which he is qualified.

ARTICLE 29
VACANCIES

It is a policy of the Nashua Police Department to employ the best candidates possible through positive recruitment and selection to ensure a lower rate of personnel turnover, fewer disciplinary problems, higher moral, better community relations, and more efficient and effective services. The recruitment process will be consistent with Department procedures, with certain law enforcement selection standards, and federal and state laws.

Filling Vacancies:

A. When filling vacancies for positions covered by this Agreement, current employees will be given the opportunity to apply for the position, to be evaluated for consideration purposes, and to participate in testing procedures if applicable.

B. If an employee is selected for a new position, the employee's pay rate will be changed to reflect the position's wage as listed under Schedule A of this Agreement. The probation period is six (6) months unless otherwise specified in this Agreement.

C. Should the employee's performance be unsatisfactory any time during the six-month period, the Chief of Police may:

- Permit the employee to bid on another vacancy for which he is qualified, or
- Return the employee to the position which he left if still vacant, or
- To terminate the employee from employment with the Nashua Police Department.

Department Policies:

The Bureau Commander has the option of transferring employees within his bureau when a vacancy occurs. If qualified applicants are available from a previous recruitment for a similar position, the department may utilize these applications and not open the position to the outside. However, a notice of position vacancy will be posted internally within the Nashua Police Department to ensure that every department employee has the right to apply for the position. If after recruitment no qualified applicant is selected, a position vacancy will be re-posted.

Application Procedure:

No applications will be accepted by the Department or appropriate authority for any position that is not posted, nor after the deadline date. Persons must complete applications at the Nashua Police Department or as designated on the posting in order to be considered for vacant civilian positions. After the deadline date listed on the "Notice of Position Vacancy," applications will be considered. No employee will be considered for a position vacancy if he has not completed an application form before the deadline date.

Selection Process:

If testing has been prepared for the position, the test will be prepared and administered by the Nashua Police Department. Through testing, interviews, and completion of pre-employment background investigations, the best qualified applicants will be selected. The background investigation will include: Complete criminal record checks; Personal reference checks; Employer reference checks; and motor vehicle checks (if he will be driving department vehicles).

Final Selection Process:

A final choice for the position will be decided upon. The applicant may be required to pass a pre-employment physical at the city's expense prior to starting work for the city. It is agreed that factors such as sex, race, color, national origin, religion, lawful political or employee's organization affiliation, age, marital status, or non-disqualifying handicap are not considerations in evaluating the qualifications of an employee or prospective employee.

ARTICLE 30
WORK POLICIES & REGULATIONS

It is the policy of the Nashua Police Department to provide certain guidelines to insure efficient department operations. Civilian employees must comply with all applicable chapters or sections within the Nashua Police Department Rules & Regulations Manual.

Civilian employees are subject to the Nashua Police Department's Disciplinary System and Internal Affairs Investigations for any complaints/allegations relating to a criminal offense; neglect of duty; a violation of department/city policies, rules, procedures or ordinances; or conduct which may tend to reflect unfavorably upon the employee, city, or department.

Provisions of the City of Nashua merit Plan are not applicable to the positions covered by this Agreement.

ARTICLE 31
LONG TERM DISABILITY COVERAGE

Full time employees covered by this Agreement are eligible for coverage under the City's Long Term Disability Plan in accordance with the provisions thereof as the same may be amended from time to time. There shall be no cost to the employee for this benefit.

Part-Time Employees:

Part-time employees are not eligible for coverage under the City's Long Term Disability Plan.

ARTICLE 32
RETIREMENT SYSTEM

Full-time employees are required to join the contributory pension plan of the City, NH Retirement System, as a condition of employment. The contribution rate will be determined by the NH Retirement System and all applicable laws and regulations shall apply. Group I members shall also be enrolled in the social security system.

Part-Time Employees:

Part-time employees are not eligible for the New Hampshire Retirement System.

ARTICLE 33
DEPARTMENT SENIORITY

A. For purposes of this article, "***service***" or "***date of hire***" is defined as the full-time position within the Teamsters Union, continuous service with the Nashua Police Department to the current date.

B. In the event of a conflict, the last names of the two parties shall be considered alphabetically and placed accordingly. Such placement shall determine department seniority. In these cases, if an individual's last name after the date of hire changes, the seniority date shall not be affected, but shall remain as was originally established.

C. The seniority ratings of employees shall be used for only members within this bargaining unit. Department supervisors who work in the same bureaus or divisions as bargaining unit members, but are excluded from the bargaining unit, shall have seniority over members due to their positions.

D. If an employee moves into another position outside of this bargaining unit, his seniority date shall be as listed in another bargaining agreement or benefit package.

Purposes of Department Seniority:

Department seniority shall be used to approve vacation selections, personal day selections, and leaves of absence.

Detention Specialists:

Detention Specialists shall not be part of the seniority system of full-time employees. The part-time dates of employment shall be used for seniority purposes within the group of Detention Specialists. Department seniority shall be used to approve vacation selections, personal day selections, Family Medical Leave requests, layoffs, recalls, and elimination of positions. An employee's department seniority status shall be suspended during the time he is laid off. Employees recalled from layoff anytime during the one-year period shall assume their department seniority status from the date of layoff.

Seniority used for Layoffs & Filling Vacancies:

The department seniority date may also be used for layoffs or when filling vacancies; however, the primary determining factors that will be considered are as outlined in Article 34.

Department Seniority During Laid Off Periods & Recalls:

An employee's department seniority status shall be suspended during the time he is laid off. Employees recalled from layoff anytime during the one-year period shall resume their department seniority status from the date of layoff.

ARTICLE 34
LAYOFFS, RECALLS, & ELIMINATION OF POSITIONS

Layoffs:

Management reserves the right, power, and authority to lay off employees within the Nashua Police Department as deemed necessary. When making any layoff decisions, the primary determining factors that will be considered are job performance, absenteeism record, and the workload & the number of personnel within a particular bureau, division, or shift. If the listed factors are the same when considering layoff decisions, the full-time continuous date of employment with the Nashua Police Department will be considered.

Recalls:

A. Management reserves the right, power, and authority to recall employees from layoff status as deemed necessary. The names of employees laid off will be maintained on a recall list for one (1) year from the date of such layoff and such employees will be offered their job classifications, if the same exists, in the event of a recall.

B. When making any recall from layoff decisions, the primary determining factors that will be considered are job performance, absenteeism record, and the workload & the number of personnel within a particular bureau, division, or shift. If the listed factors are the same when considering recall from layoff decisions, the full-time continuous date of employment with the Nashua Police Department will be considered.

C. Management shall notify the employee by registered mail of being recalled no earlier than two (2) weeks before the recall date. If an employee fails to return to work on the date as indicated by management when recalled from layoff status, he shall be considered to be resigned from employment with the Nashua Police Department.

Elimination of Positions:

A. When a reduction of the work force or elimination of any employee's position takes place, management reserves the right, power, and authority to temporarily assign the duties to another employee/member. Management also reserves the right, power and authority to permanently assign the duties of the position as deemed necessary.

B. If any new vacancies within the Nashua Police Department become available, any employee whose job is eliminated because of permanent layoff shall be given the opportunity to apply for the position, to be evaluated for consideration purposes, and to participate in testing procedures if applicable. (Cite Article #29 - "Vacancies".)

ARTICLE 35
LONGEVITY

For purposes of this article, the full-time, continuous date of hire with the City of Nashua will be used for computing length of service.

Effective July 1, 2017, full-time and part-time regular employees, who have been employed by the Nashua Police Department for five or more years on an uninterrupted basis (except by reason of layoff or an approved leave of absence), are eligible for a longevity payment on a normal payday following their anniversary date of hire with the department in accordance with the schedule below. Part-time employees are eligible for prorated longevity payments based upon the employee's amount of hours worked

5th through 9th anniversaries	$ 300.00
10th through 14th anniversaries	$ 500.00
15th through 19th anniversaries	$ 700.00
20th ~~and longer anniversaries~~through 24th anniversaries	$ 1000.00
25th through 29th anniversaries	$1200
30th and longer anniversaries	$25 for each additional

Effective July 1, 2021, longevity for full-time and part-time employees will be based on the employee's date of hire for the City of Nashua rather than the date of hire for the Nashua Police Department. This will not be retroactive.

An employee is not eligible for this benefit if the following conditions apply:

1. If the employee is in layoff status;
2. If the employee is not currently employed by the Nashua Police Department;
3. If the employee is on long term disability;
4. If the employee is on an unpaid leave of absence.

According to the Fair Labor Standards Act, any longevity payments received by employees shall be added to their total annual wages for computation of overtime rates. Such overtime rates shall be effective January 1st of every year based on the amounts of longevity payments that will be received during the upcoming calendar year. If the employee does not receive a longevity payment during the calendar year, the appropriate adjustments will be made.

If employees retire, longevity payments will be pro-rated by month based on the actual length of service. Employees must work at least 15 calendar days in any month to receive credit for that month.

ARTICLE 36
BULLETIN BOARD

The Department shall maintain a bulletin board for the Union to post notices of Union appointments, elections, meetings, recreational and social affairs, or other Union-related matters. The location of the bulletin board will be agreed upon by management and the union. Said materials shall be posted in no other locations.

No other material or information shall be posted without approval by the Chief. Upon the Chief's written request, the Union shall promptly remove any material which is offensive or detrimental to the Union/Management relationship. The Union will periodically, or upon the Chief's request, review all posted material and remove material which is no longer pertinent.

ARTICLE 37
PARTIAL INVALIDITY, SEPARABILITY, & COMPLIANCE WITH LAWS

Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, the parties shall attempt to agree upon a replacement for the affected provision. Such replacement provisions shall become effective immediately upon ratification according to the respective procedures and regulations of the parties and shall remain in effect for the duration of the Agreement.

In the event that any of the provisions of this Agreement shall be declared invalid or unenforceable by a court, board, or other appropriate authority, such invalidity or unenforceability shall not affect the remaining provisions thereof.

The parties agree that this Agreement is subject to all pertinent federal, state, and local laws and ordinances, as the same may be amended or enacted from time to time, and this Agreement shall be construed in accordance therewith, and the parties shall conform their conduct thereto.

ARTICLE 38
WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter referred to or covered in this Agreement.

Further, the parties, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

This Agreement contains all of the agreements and understandings between the parties; and supersedes all previous agreements and understandings, and no oral agreement or understanding survives the execution hereof.

ARTICLE 39
EDUCATIONAL REIMBURSEMENT

The Commission shall allocate an amount of $3,000 to spend on educational benefits (tuition reimbursement) per fiscal year effective July 1, 1999. Said amount is on a first come, first serve basis. Once the $3,000 cap is expended, the educational benefit (tuition reimbursement) is no longer available.

A. The maximum amount the department will pay per class is $400.

B. Only one class will be reimbursed per school term.

C. The Commission shall reimburse employees 100% of the tuition costs for one course successfully completed during the academic term for a degree- or certificate-related program under the following conditions.

1. The course selected by the employee must be part of a degree or certificate program and approved by the Chief or his designee prior to enrollment;

2. The course must be taken at an accredited college or university;

3. The employee must receive a passing grade of "C" (or its equivalent) or better;

4. The degree or certificate program must be job-related. The final decision of whether or not the degree or certificate program is job-related shall be determined solely at the discretion of the Chief.

D. Below are acceptable examples which may be considered job-related. The list is considered a partial listing only.

Business Administration	*Business Management*	*Computer Science*
Secretarial Science	*Paralegal Studies*	

E. This article shall not be subject to the grievance procedure.

ARTICLE 40
EMERGENCY LEAVE/PERSONAL TIME

EMERGENCY LEAVE:

Definition:

Emergency Leave is defined as set forth in Nashua Police Department Rules and Regulations.

Regular Full-Time Employees):

For the purpose of this Article the words "***emergency leave***" means time when an employee is excused from active duty for emergency reasons. Said time is deducted from the employee's accumulated sick leave. If no sick leave is available, the employee is not eligible to receive an emergency leave day.

Regular Part-Time Employees):

For the purpose of this Article the words "***emergency leave***" means a normal workday, when an employee is excused from active duty for emergency reasons. Said time is deducted from the employee's yearly sick leave balance. If no sick leave is available, the employee is not eligible to receive an emergency leave day. Only upon the discretion of the Chief of Police (or the Deputy Chief of Operations in his absence) will a part-time employee be allowed to take a day off for emergency leave without pay.

Approval of Leave:

With prior approval and at the discretion of the Chief of Police or his designee, Emergency Leave may be granted to employees. The appropriate form will be completed by the supervisor or employee. The form will be forwarded to the Financial Services Division for deduction purposes.

Extensions of Emergency Leave:

An employee may be granted an extension beyond the 8-hours of emergency leave up to two (2) weeks at the sole discretion of the Chief of Police. Any requests for extensions shall be in writing on the appropriate form and shall set forth in detail the reasons therefor.

Disputes:

Disputes concerning emergency leave shall not be subject to the Grievance Procedure.

PERSONAL TIME:

Definition:

Personal Time is defined as a special situation that arises that is not considered as any other type of leave contained within this bargaining agreement such as a Personal Day, family medical leave, etc.

~~**Regular Full-Time Employees (35) hours a week or over):**~~

At any one time the minimum time allowed will be 30 minutes, and the maximum time allowed is ~~two~~ eight hours. Such time shall not exceed 16 hours in any calendar year, and shall be deducted from the employee's accumulated sick leave. If no sick leave is available, the employee is not eligible to receive Personal Time.

~~**Regular Part-Time Employees (34 hours a week or less):**~~

~~At any one time the minimum time allowed will be 30 minutes, and the maximum time allowed is two hours. Such time shall not exceed 4 hours in any calendar year, and shall be deducted from the employee's accumulated sick leave. If no sick leave is available, the employee is not eligible to receive Personal Time.~~

Requesting Personal Time:

In writing on the appropriate Department form, employees will be allowed to formally request Personal Time off during their workday. On the form, the employee is required to specify the reason(s) for the Personal Time.

Approval of Personal Time:

With prior approval and at the discretion of the Chief of Police or his designee, Personal Time may be granted to employees. The form will be forwarded to the Financial Services Bureau for deduction purposes.

Use with other leave:

Personal time may be used in conjunction with lunch breaks upon approval of the member's supervisor.

Disputes:

Disputes concerning Personal Time shall not be subject to the Grievance Procedure.

ARTICLE 41
TEAMSTERS D.R.I.V.E.

The City agrees to a D.R.I.V.E. check-off for members. Upon written authorization by the members, the City shall deduct certain amounts as specified by the member on a bi-weekly basis and remit same on a bi-weekly basis to the Local Union's D.R.I.V.E. account. The name of such fund is Granite State Teamsters' D.R.I.V.E. Where laws require written authorization by the employee, such authorization is to be furnished in the form required. The necessary forms for authorizing this deduction and for remitting deductions to the Union will be furnished by the Union. No unlawful deductions shall be made.

ARTICLE 42
CREDIT UNION

The City agrees to direct deposit for the Local Union's Credit Union (known as the New England Teamsters Federal Credit Union), any amount on a weekly basis, authorized by the member to be remitted on a monthly basis no later than the 20th of the month. Where laws require written authorization by the employee, same is to be furnished in the form required. Forms necessary for written authorization by members that are necessary for remitting deposits to the Union's credit union will be supplied by the Union. No deductions shall be made which are prohibited by applicable law.

ARTICLE 43
TERM OF AGREEMENT

This Agreement shall remain in full force and effect from midnight, July 1, 2014, until midnight, June 30, 2017.

Any party intending to alter or modify this Agreement or negotiate a successor agreement hereto, shall give notice to the other party of such intention at least one-hundred and twenty (120) days prior to the expiration date hereof, after which the parties shall forthwith arrange to commence collective bargaining negotiations.

This Agreement is dated _____, 2017.

NASHUA BOARD OF POLICE COMMISSIONERS	TEAMSTERS LOCAL 633 & NPD CIVILIAN EMPLOYEES
_____	_____
_____	_____
_____	_____

WITNESSES:

_____	_____
_____	_____
_____	_____

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NASHUA BOARD OF POLICE COMMISSIONERS

AND

TEAMSTERS LOCAL 633

July 1, 2020 – June 30, 2022

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ARTICLE 1
PREAMBLE

Pursuant to New Hampshire RSA 273-A, and other applicable laws and statutes, this Agreement has been entered into by the Nashua Board of Police Commissioners, hereinafter referred to as the "Commission" and the Teamsters, Local 633, and the civilian employees of the Nashua Police Department, as listed under the current PELRB Certification of Representative, hereinafter referred to as the "Union." Both parties agree to be bound by the provisions of this Agreement.

NOTE: All references herein to the masculine gender shall be construed to include the feminine, and all singular to include the plural.

ARTICLE 2
RECOGNITION

As defined in Article 1 above, the Commission recognizes, in accordance with RSA 273-A only, the Teamsters Union as the sole and exclusive representative for the included civilian employees of the Nashua Police Department excluding probationary employees as defined in Article 3 of this contract, for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment.

ARTICLE 3
DEFINITIONS

A. **COMMISSION:** The Nashua Board of Police Commissioners.

B. **CHIEF:** Chief of Police of the Nashua, New Hampshire, Police Department.

C. **DEPARTMENT:** The Nashua, New Hampshire, Police Department.

D. **CITY OF NASHUA:** The City of Nashua, New Hampshire.

E. **DAY: In the case of paid leave, "day" means the number of hours an employee works on a regularly scheduled work day.**

F. **EMPLOYEE:** As identified on State of NH, Public Employees Labor Relations Board's Certification of Representative form in accordance with RSA 273-A.

G. **GRIEVANCE:** A written complaint signed by one or more employees and the Union, or the Commission or Department which alleges a

violation, misinterpretation or misapplication of any grievable provision of this Agreement.

H. **GRIEVANT:** The person or party filing and signing the grievance.

I. **MANAGEMENT:** The Nashua Board of Police Commissioners, the Chief of Police, the Deputy Chief of Operations, Bureau Commanders, or their designee.

J. **PARTIES:** The Commission; the Union.

K. **RESPONDING AUTHORITY:** The person or party to whom the grievance is presented.

L. **UNION:** Teamsters Union, Local 633.

M. **PROBATIONARY EMPLOYEE:** An employee who has been hired, recently promoted, or transferred and serving a six (6) month probationary period. The probationary period may be extended another six months (one year total probationary period) due to the performance of the employee. The probationary period for a non-experienced Detention Specialist is one year.

N. **ESSENTIAL EMPLOYEE/PERSONNEL:** An employee that is essential to maintain the 24-hour operations of the Nashua Police Department as determined by the Chief of Police or designee.

O. **NON-ESSENTIAL EMPLOYEE/PERSONNEL:** An employee that is not usually essential to maintain the 24-hour operations of the Nashua Police Department as determined by the Chief of Police or designee; however, this condition may change due to emergencies that could occur.

P. **REGULAR EMPLOYEE:** A full-time employee that has completed a probationary period.

Q. **FINANCIAL SERVICES DIVISION:** A division within the Nashua Police Department responsible for the compensation of department employees.

R. **DETENTION SPECIALIST:** A non-exempt, and essential position that is trained, or must qualify at specified times, to perform specialized duties. The position shall perform those duties in the booking, care, and custody of prisoners. Additionally, the position has the responsibility of assuring the upkeep and maintenance, to include periodic searches, of the Detention Area.

S. **MERIT EMPLOYEE:** A Nashua Police Department civilian employee who is not covered under this Agreement.

T. FULL-TIME EMPLOYEE: An employee whose normal schedule requires working 35 hours or more each week.

U. PART-TIME EMPLOYEE: An employee whose normal schedule requires working less time than 35 hours each week.

ARTICLE 4
STABILITY OF AGREEMENT

No amendment to, modification of, or change in, the terms or provision of this Agreement shall bind the Commission or the Union unless made and executed in writing and signed by an authorized representative of each party.

ARTICLE 5
OPEN SHOP

Membership in the Union is not compulsory. Employees may join or not, maintain, or resign membership in the Union at their sole discretion. Nothing in this Agreement shall be construed to require that any employee of the Department join the Union as a condition of being hired or retained in employment.

Employees who are not members of the Union shall not be required to pay dues to the Union. Neither the Union nor the Commission shall discriminate in favor of, or against, any employee by reason of membership or non-membership in the Union.

The wages and benefits provided under this Agreement shall apply to all employees.

ARTICLE 6
DEDUCTION OF DUES

An employee, who is or who may become a member of the Union, may execute a written authorization providing that a portion of his salary representing monthly dues be withheld weekly and forwarded to the Union. Upon receiving a properly executed Authorization and Assignment Form from an employee, the Commission or appropriate designee shall notify the Chief Financial officer or appropriate designee to deduct from salary due, the amount authorized.

Each month, a check for the amount of all dues deducted, along with a current list of members from whose salary dues deductions have been made, shall be transmitted to the Secretary/Treasurer of the Union as follows: Comptroller-Teamsters Local 633; 265 Maple Street; Manchester, New Hampshire 03103. The deduction shall be only in the

amount certified in writing by the President or the Secretary/Treasurer of the Union, as representing monthly dues uniformly required as a condition of acquiring or retaining membership.

An employee who executes such authorization form shall continue to have such deductions made from his salary during the term of the Agreement or until he notifies the Commission or designee in writing, with a copy to the Union, that the Authorization and Assessment Form is being revoked, and the employee thus withdraws the authority for the deduction of dues. Dues deductions shall be made without cost to the employee or the Union.

Dues deductions shall be subordinate to deductions required by law. No deductions shall be made if an employee has insufficient salary in any pay period. The Commission nor the City of Nashua shall not be responsible for deducting any arrearage in dues owed to the Union by a member. Deductions shall automatically terminate upon the occurrence of any of the following events:

1. Termination of employment;
2. Transfer out of the bargaining unit;
3. Lay-off or reduction in force;
4. Revocation by the employee of Dues Authorization.

The Union shall indemnify and save harmless the Commission, the Nashua Police Department, or the City of Nashua from any and all suits, claims, and damages arising out of or in connection with such dues deductions.

ARTICLE 6A
AGENCY FEE

If permitted by law and only in accordance with lawful procedures and required authorizations, the Commission agrees to deduct an agency fee from the wages of each employee who is not a member of the Union in the same manner as the collection of Union dues. The Union shall indemnify and save harmless the Commission, the Nashua Police Department, and the City of Nashua from any and all suits, claims, and damages arising out of or in connection with such deductions.

ARTICLE 7
EMPLOYEE RIGHTS

It is agreed that neither the Commission nor the Department will:

A. Dominate or interfere in the formation or administration of the Union;

B. Discriminate in the hire, tenure, or the terms and conditions of employment of employees, for the purpose of encouraging or discouraging membership in the Union;

C. Discharge, suspend, discipline, or otherwise discriminate against any employee because the employee has given information or testimony on a grievance, as set forth in RSA 273-A;

D. Restrain, coerce, or otherwise interfere with the Union in the exercise of this Agreement.

It is the intention of the parties that this article provides that the Union shall enjoy all of the rights secured to it by RSA 273-A only.

ARTICLE 8
MANAGEMENT RIGHTS

The Commission and its designees shall have, whether exercised or not, all of the rights, powers, and authority vested in it by virtue of the Statutes of the State of New Hampshire and the Nashua City Charter and ordinances, including, but not limited to, the specific rights to:

A. Control the management and administration of the Nashua Police Department;

B. Hire, promote, transfer, assign, retain, lay off, and direct employees within the Nashua Police Department;

C. Suspend, demote, discharge, and take other disciplinary actions against employees for just cause;

D. Issue, modify, and enforce Rules and Regulations which do not expressly violate the terms of this Agreement;

E. Determine the methods, means, and personnel by which Nashua Police Department operations are to be conducted, as well as to determine those operations;

F. Determine the Job Classifications and Compensation based on a system which classifies positions based on the skill, effort, responsibility, and working conditions required;

G. Exercise complete control and discretion over the Nashua Police Department, its organization, and the technology of performing its work;

H. Determine the standards of selection for employment and the standards of service to be offered by the Nashua Police Department;

I. Exercise managerial policy as set forth in RSA 273-A:l, XI, and other pertinent laws.

None of the rights, responsibilities, and prerogatives that are delegated to the Commission by virtue of statute and Charter provisions and ordinances shall be subject to the grievance procedure hereunder.

The foregoing Management Rights are set out for purposes of illustration and not limitation; the Commission retains all such rights, powers, and authority not otherwise specifically relinquished, restricted, or modified by the terms of this Agreement, whether exercised or not.

ARTICLE 9
STRIKES AND WORK STOPPAGES

The Union shall not instigate, sponsor, or encourage any activity or action in contravention of the provisions or intent of this Article.

No employee shall, alone or in concert, engage in, initiate, sponsor, support or direct a strike, work stoppage, or refuse in the course of employment to perform assigned duties; or withhold, curtail or restrict services or otherwise interfere with the operations of the Department or encourage others to do so; or engage, or participate in any other form of job action.

ARTICLE 10
COLLECTIVE BARGAINING MEETINGS AND CONTRACTS

No more than three (3) representatives of the Union shall be designated to attend collective bargaining meetings with the Commission or its representatives. No essential employee shall attend negotiating meetings who are normally scheduled for duty during the time the meeting is being held unless approved previously by the Bureau Commander or designee.

No more than two (2) such representatives attending negotiating meetings shall be employees who are normally scheduled for duty during the time the meeting is being held unless authorized by the Chief of Police. No more than one (1) such representative attending negotiation meetings shall be employees who are normally scheduled for duty during the time the meeting is being held who are in the same bureau/division. If there is only (1) employee who works in a bureau/division or due to vacations, illnesses, etc., and the employee will be the only person available in a bureau/division for that date or the

area is severely short-handed that particular day, he shall not attend the negotiation meeting until the condition no longer exists.

The designated representatives of the Union shall be given a reasonable opportunity to meet with the Commission or its representatives during working hours without loss of compensation unless any of the conditions above exist.

The Commission agrees to post to the public drive a copy of this agreement. The Union agrees to make each employee it represents aware of the availability of the Agreement on the public drive.

ARTICLE 11
SHOP STEWARD/INVESTIGATION OF ISSUES

Management agrees to recognize one (1) Shop Steward and two (2) Alternate Shop Stewards, and the union agrees to provide management with an updated list of names of the individuals who shall fill these positions.

An off duty Shop Steward or Alternate Shop Steward shall investigate all situations/issues brought to his attention. Union representatives normally conduct investigations and all other phases of grievance handling during off-duty hours. If the nature of the grievance is such that expedited handling will result in prompt disposition thereof without interference to department operations, or require the need to hire overtime personnel, or to reassign personnel from outside of headquarters to supply coverage, management, at its discretion, may allow investigation and processing thereof during working time.

If a settlement cannot be reached, the Steward shall report the matter by telephone to the Union Business Agent. If the issue cannot be settled amicably between the parties, the Grievance Procedure shall be followed.

It is understood that time spent by union stewards, witnesses, or a representative of the employee's choice in settling issues, processing matters through the grievance procedure, attending disciplinary sessions with supervisors, and attending disciplinary and administrative hearings before appropriate authorities shall not be paid for if they are off duty. They shall only be paid for their regularly scheduled workweek.

ARTICLE 12
GRIEVANCE PROCEDURE

"Grievance" means an alleged violation, misinterpretation, or misapplication with respect to one or more employees, of any provision of this Agreement.

This grievance procedure shall not limit the normal process of discussions between employees and/or the union and management in which minor issues are easily resolved. If settlement occurs between the parties, such discussions shall not be considered "grievances" and, as such, shall not need to be documented. If settlement does not occur between the parties, such discussions, if deemed necessary by the union, shall be considered a "grievance" and shall begin at **STEP 1**, unless otherwise noted below.

A grievance must start at **STEP 1**, unless otherwise noted, and proceed through the procedure at each **STEP** thereafter until a settlement is reached, or the grievance will be considered as settled on the last answer given. If a grievance is settled in any one of the **STEPS**, it will be considered closed, and the grievance will not be subject to the Grievance Procedure thereafter. If the grievance is not answered within the time limits listed, the grievant may proceed to the next **STEP**.

SECTION A

STEP 1. An employee having the grievance and the Union will present the grievance in writing to his immediate supervisor within ten (10) calendar days of its occurrence. The supervisor will reply in writing to the grievant within ten (10) calendar days after the grievance is presented. If the grievance is with the employee's immediate supervisor, he may go to STEP 2.

STEP 2. Failing a settlement at **STEP 1**, the grievant may present the grievance in writing to the Divisional Supervisor, Bureau Commander, or Deputy Chief within ten (10) calendar days after the reply in **STEP 1**. If the grievance is with the employee's Divisional Supervisor, Bureau Commander, or Deputy Chief, he may go to STEP 3. The Divisional Supervisor, Bureau Commander, or Deputy Chief will reply in writing to the grievant within ten (10) calendar days after the grievance is presented in writing.

STEP 3. Failing a settlement at **STEP 2**, the grievant may present the grievance to the Chief in writing within ten (10) calendar days after the reply in **STEP 2**. If the grievance is with the Chief of Police, the grievance will still start at **STEP 3**. The grievant will specify the following:

A. The nature and facts pertaining to the grievance;
B. The nature and extent of injury, loss, or inconvenience;
C. The alleged violation of the Agreement;
D. The basis for dissatisfaction with **STEPS 1** and **2;**
E. The remedy that is desired;
F. The signature of the grievant.

The Chief will reply to the grievant in writing within ten (10) calendar days after the grievance is presented. If the Chief is unavailable for response, this time period shall be automatically extended until his return or until he has otherwise communicated his response through his designee.

STEP 4. Failing a settlement at **STEP 3**, the grievant may present in writing within ten (10) calendar days after the reply in **STEP 3**, the grievance to the Board of Police Commissioners which is the final step of the grievance procedure. The Board of Police Commissioners will receive all grievances at its regular monthly meetings or a special hearing will be scheduled. The Board of Police Commissioners will reply in writing to the grievant within fifteen (15) calendar days after the grievance is presented at a hearing.

SECTION B

The Union may file grievances on its own behalf, on behalf of its members, and if requested, on behalf of non-members; any grievant may be represented at all stages of the Grievance Procedure by himself/herself and by a representative selected and approved by the union, if the grievant desires.

SECTION C

Each grievance will be separately processed under the Grievance Procedure.

SECTION D

The parties recognize that after **STEP 1** of the grievance procedure, additional time may be required by both parties to process the grievance. The parties may agree in writing to extend any of the time limits set forth in any steps of the grievance procedure.

1. In all other circumstances, management's failure to respond within the established time limits shall automatically advance the grievance to the next step.

2. The Union's failure to respond within established time limits, the grievance shall be considered settled on the basis of management's last answer.

3. Union representatives normally shall conduct investigations and all other phases of grievance handling during off-duty hours. If the nature of the grievance is such that expedited handling will result in prompt disposition thereof without interference to department operations, or require the need to hire overtime personnel, or to reassign personnel from outside of headquarters to supply coverage, management, at its discretion, may allow investigation and processing thereof during working time.

4. During any step involved in the grievance procedure, the grievant, union representatives, or witnesses for the grievant, shall not be paid overtime if not done during on-duty hours.

STEP 5. Failing a settlement at **STEP 4**, the grievant may present the grievance in writing to the union within thirty (30) calendar days after the reply in **STEP 4**. If the

Union feels that the grievance has merit and that submitting it to arbitration is in the best interest of the Department, the Union may submit the grievance to the Public Employee Labor Relations Board within thirty (30) calendar days after receiving the grievance from the grievant.

SECTION A

Expenses incurred under **STEP 5** will be shared equally by the Commission and the Union.

SECTION B

The Commission, or its designate, will have the right to file grievances against the Union and/or a member thereof. The grievance will be presented in writing to the Union and the member, if applicable, within ten (10) calendar days of its occurrence, or when knowledge was obtained that a grievance existed. The Union will reply within thirty (30) calendar days after the grievance is presented. Failing a settlement between the Commission or its designees and the Union, the grievance may be presented to the Public Employee Labor Relations Board within sixty (60) calendar days after the reply.

SECTION C

No party action under **STEP 5** will have any power to award any monetary damages (other than back wages), make any changes in, modification or alteration of, addition to, or subtraction from, any of the terms of this Agreement.

ARTICLE 13
VACATIONS

Part-Time Positions:

Vacation time is accrued for any month in which the individual has been employed prior to and including the 15th of the month. The accrual rate is based upon continuous department employment on the fifteenth of every month. After satisfactory completion of a probationary period as determined by the Chief of Police or designee, but not exceeding one (1) year, employees are eligible to take vacation leave. Part-time employees shall receive prorated vacation days and shall reach maximum accrual cap based on full-time accrual. A vacation balance of not more than two times the annual accrual can be earned by the member's "anniversary date". On the 15th of the month closest to the anniversary date, should the vacation balance be over the two times maximum accrual, the balance will be decreased to two times the annual accrual. The employee will then be allowed to accrue vacation for that month and the following months up to the "anniversary date.

Full-Time Positions:

Vacation time is accrued for any month in which the individual has been employed prior to and including the 15th of the month. The accrual rate is based upon continuous full-time department employment on the fifteenth of every month. After satisfactory completion of the probationary period as determined by the Chief of Police or designee, but not exceeding one (1) year and classification as a "regular employee", full-time employees covered by this Agreement are eligible to take vacation leave. Full-Time employees shall accrue vacation in accordance with the following schedule:

A.

Beginning July 1, 2020:

A. Less than 5 years of continuous service: 13 days per year
B. Five (5) years, but less than Ten (10) years of continuous service: 17 days per year
C. Ten (10) years, but less than Fifteen (15) years of continuous service: 24 days per year
D. Fifteen (15) years, but less than Twenty (20) years of continuous service: 25 days per year
E. Twenty (20) years , but less than Thirty (30) years of Continued Service: 29 days per year
F. Thirty (30) years or more of continued service: 30 days

Vacation Policies:

A. The full-time (works 35 hours a week or over) anniversary date of continuous Department employment shall be used to calculate a full-time employee's length of service with respect to paid vacation eligibility. Length of service shall be measured from the employee's most recent full-time date of hire with the Department.

B. Vacation time is accrued for any month in which the individual has been employed prior to and including the fifteenth (15) of any month. The accrual rate is based upon the years of full-time, continuous department employment on the fifteenth of every month.

C. Paid sick leave and absences for jury or military reserve duty are considered time worked for vacation accrual purposes.

D. If a holiday falls during a vacation week, holiday pay will be given in lieu of a vacation day.

E. Any regular employee who is laid-off, retires, or resigns is entitled to receive accrued vacation pay prorated to the date when active employment ceases. Upon retirement a maximum of 2 times the annual amount of vacation accrual will be paid at that time. When calculating accrued vacation time, fractional hours shall be rounded up to the next full hour.

G. All accrued vacation time shall be paid in a lump sum to the employee's beneficiary, as specified in writing by the employee on an approved form, if death occurs while employed by the Nashua Police Department. If no beneficiaries are designated by the employee, the accrued vacation leave will be paid to the employee's estate.

Transfers from another City Bargaining Unit or other City Department:

A. **Full-Time Employees:** If a full-time employee transfers from another City bargaining unit or other City Department, he shall be paid for all accrued vacation leave by the appropriate City Department and shall not transfer any vacation accruals. The full-time anniversary date of continuous City employment shall be used to calculate a full-time employee's length of service for accrual purposes.

B. **Part-Time Employees:** If a part-time employee transfers from another City bargaining unit or other City Department, he shall be paid for all accrued vacation leave by the appropriate City Department and shall not transfer any vacation accruals. The full-time anniversary date of continuous department employment shall be used to calculate a part-time employee's length of service for accrual purposes.

Loss of accrued vacation time:

A. If a probationary employee resigns, is laid-off, or is discharged any time before completing his probationary period not exceeding one (1) year, he shall lose all accrued vacation time.

B. During an unpaid leave of absence, an employee does not earn any vacation time.

C. A vacation balance of not more than two times the annual accrual can be earned by the member's "anniversary date." On the "anniversary date," should the vacation balance be over the two times maximum accrual, the balance will be decreased to two times the annual accrual. The employee will then be allowed to accrue vacation for that month and the following months up to the "anniversary date".

Requesting use of vacation time:

A. Employees must complete six months of continuous service before taking any accrued vacation time unless otherwise designated in this Article.

B. Employees will have the appropriate time accrued before use of vacation time is approved. An employee may be allowed to take vacation time if it has not yet been accrued if authorized by the Chief of Police or designee.

C. Requests for the use of vacation shall be in 5-day (40 hours, 37 1/2 hours or 35 hours per week) blocks.

D. Employees are allowed to use vacation in one- or half-day or one (1) hour increments of vacation leave at a time only upon approval of their bureau commander or designee.

E. Employees may use partial vacation days in any increment for payment of time used for valid FMLA incidents.

F. Except as approved by the Chief of Police or designee, employees cannot take more than two (2) consecutive work weeks of vacation at any one time.

G. **Approval of Block Weeks:** In written form, employees are to request the use of block week vacations at least three (3) weeks prior to the date of use, unless waived by the Chief of Police. Employees may request use of vacation one (1) year in advance. Said requests for less senior employees in a bureau, division, or shift shall have their vacation request for block weeks and individual vacation days signed off by all senior employees in the bureau, division, or shift before submitting same to the Bureau Commander or designee for initial approval. Upon being requested to sign off the vacation use, the senior employee(s) will have one week to finalize this process. The appropriate Bureau Commander or designee may extend the one-week limit due to the unavailability of the senior employee(s). The only valid reason for a senior employee not to sign off the vacation request is due to a conflicting vacation usage by the senior employee. If not completed previously, the senior employee must complete a vacation request within one (1) week. If the senior employee does not complete his vacation request or sign off the less senior employee's vacation request, the requesting employee will document the circumstances via an intradepartmental memorandum, attach it to the vacation request, and submit it to his Bureau Commander or designee for initial approval.

H. **Approval of Individual Vacation Days:** In written form, employees are to request individual vacation days at least three (3) days prior to their use; however, supervisors may waive this time restriction.

I. **Responsibilities of Supervisors:** Potential workloads, manpower requirements, or any possibility of an emergency situation are considerations of a supervisor before approving usage. Upon receipt of the vacation request, supervisors will respond as soon as possible, but within two (2) weeks of receipt of the block week vacation request. Due to the limited time frame of individual vacation days, supervisors will respond to the vacation request prior to the date of the requested use.

J. **Number of Employees Allowed at One Time:** The number of employees allowed on vacation at one time shall be determined by the Chief or his designee and shall not be affected by the availability of police officers.

K. **Final Approval:** Before final approval by the employee's supervisor, the accrual of the necessary vacation time needed must be verified by the appropriate personnel in the Financial Services Division.

1. The appropriate form will be completed by the supervisor or employee, and forwarded to the appropriate Financial Services Division personnel.

2. After approval, the form will be sent back to the employee's Bureau Commander and the employee will be notified.

L. **Resolving Conflicts:** If a conflict arises in the use of vacation time among employees, the Bureau Commander or designee will resolve any conflict. The Bureau Commander or designee will use the following hierarchy in order to resolve conflicts:

Merit Supervisors
Senior Full-Time Employees
Junior Full-Time Employees
Part-Time Employees

M. **Changed/Canceled Approved Vacation:** Once a vacation is approved and the dates are to be changed or canceled by the employee, the employee must reapply. The employee must complete the appropriate form canceling the vacation and the entire process began again.

N. **Recall of Vacation:** Any approved vacation is subject to recall by the Chief of Police or designee due to workloads, manpower requirements, and any emergencies that arise. Employees shall be paid time and half of their regular rate of pay for a callback when on vacation and granted an equivalent amount off vacation time, but no less than one day, which may be banked for future use.

ARTICLE 14
HOLIDAYS

Part-Time Employees:

Part -time employees will receive a day's pay at their regular straight time rate for the below holidays. For accrual purposes, a "holiday" for part-time employees means a day of their normal weekly work schedule. The holidays are:

NEW YEAR'S DAY	LABOR DAY	CHRISTMAS DAY
MEMORIAL DAY	VETERANS DAY	
FOURTH OF JULY	THANKSGIVING DAY	

Full-Time Employees:

Full-time employees will receive a day's pay at their regular straight time rate for the below holidays. For accrual purposes, a "holiday" for full-time employees means an eight (8) hour day for 40-hour a week employees.. Full-time employees are eligible to receive twelve (12) holidays per year, plus the Presidential Election Day (every fourth year).

Standard Holidays: Nine (9) of the holidays are the same from year to year. The eight standard holidays are:

NEW YEAR'S DAY	INDEPENDENCE DAY	VETERANS DAY
CIVIL RIGHTS DAY	LABOR DAY	THANKSGIVING DAY
MEMORIAL DAY	COLUMBUS DAY	CHRISTMAS DAY

Floating Holidays:

Three (3) holidays are determined by the Board of Police Commissioners or the Chief of Police in January of each year.

Holiday Policies:

A. In order to qualify for holiday pay, full-time and part-time employees who are off-duty on the day of the holiday, must have worked their last scheduled duty day prior to the holiday and the first scheduled duty day after the holiday, or been absent on authorized leave on either or both of these days. "Authorized leave" is defined as an occupational injury,

bereavement leave, vacation or sick leave, jury duty, military reserve or National Guard duty, court appearance by subpoena, or other compensatory time off, determined by your supervisor.

B. Holidays that fall on Saturday are celebrated on Friday, and ones that fall on Sunday are celebrated on Monday.

Holiday Pay for Non-Essential Employees:

Non-essential full-time employees do not work holidays, but receive a paid day off.

Holiday Pay for Essential Employees:

Essential full-time employees are required to work holidays if they fall on their regularly scheduled work day. Essential full-time employees shall receive one day's pay at their regular rate for the above holidays in addition to their regular pay. The Chief of Police or designee shall have the authority to add positions to this list of essential personnel as warranted in order to maintain efficient department operations. Essential personnel are, but are not limited to, Receptionists and Detention Specialists.

ARTICLE 15
UNIFORMS, DRESS & GROOMING CODE

General Policies:

It is the policy of the Nashua Police Department to provide certain guidelines to insure a professional image in the grooming and dress of its employees. Due to tours and visits from official representatives and public contacts, police headquarters is often open to outsiders. It is the policy of the Nashua Police Department that its employees project a professional image in their grooming and dress.

Uniforms/Specialized Apparel:

Certain employees are designated by the Chief of Police or designee to wear uniforms or specialized apparel. They shall conform to the uniform requirements and specifications as listed under the Nashua Police Department Rules and Regulations Manual. Upon employment with the Nashua Police Department, designated employees will receive initial issue of uniforms as determined by the Chief of Police or designee. Needed replacement will be issued as authorized by the Chief of Police or designee.

Civilian Clothing:

Male and female members permitted to wear civilian clothing shall conform to standards normally worn by office personnel in professional, private business firms unless otherwise directed by a supervisor. On Friday through Sunday and holidays, employees

may elect to wear clothing conforming to the standards of the Department for business casual dress. It will be at the discretion of the Chief of Police or designee to make a determination of acceptable or nonacceptable attire.

Grooming:

Personal appearances of all male and female employees should be clean and neat. Mustaches, beards, and hairstyles should be neatly trimmed and groomed.

ARTICLE 16

MEDICAL & LIFE INSURANCE

All employees covered by this Collective Bargaining Agreement shall receive benefits under this Article. The provider shall be Alligiant Care POS Plan A with DN 1, prescription drug, vision, hearing, health club and life insurance.

The City shall be responsible for a contribution not to exceed an amount equal to an 80% contribution for a Harvard Pilgrim Health Care of New England (HMO) plan, or other HMO plan offered by the City if Harvard Pilgrim Health Care of New England plan is no longer offered by the City, and the HMO plan having the same deductibles and co-pays required of other unionized unsworn employees at the police department plus an amount equal to the City's contribution for dental insurance coverage for City merit employees. In no instance shall the City's contribution exceed the actual cost of the employee's health insurance plan.

For the purpose of illustration, the City would make the following contributions effective upon approval of this collective bargaining agreement:

One person plan: $575.51 + $52.77 = $628.28 per month
Two person plan: $1,161.70 + $99.63 = $1,261.33 per month
Family plan: $1,553.98 + $99.63 = $1,653.61 per month

Employee shall be responsible for the balance of any premium not covered by the City's contributions.

Should the Union vote to have its members participate in the City offered health care plans, the employees shall contribute the same percentage of the premiums as contributed by a majority of City employees on those plans as well as being responsible for all co-pays and deductibles for which the majority of City employees are responsible for under the offered health care plans.

The health insurance through Northern New England Benefit Trust shall only be available to current members that are enrolled in the City of Nashua health insurance

plans or employees hired after the date of ratification of this Agreement. In the event of a spouse's death, divorce, or a job loss resulting in a member's loss of health insurance coverage under that spouse's plan, the member shall be allowed to join Northern New England Benefit Trust.

Alligiant Care shall retain the right to modify said Plan should experience become unmanageable.

Upon retirement, members shall be entitled to enroll in the City's health and dental plans so that they will receive the same benefits as other similarly situated retired City employees.

LIFE INSURANCE

Full-time employees and other employees working a regular schedule of at least 30 hours per week are eligible to participate in the city's group term life insurance benefit. The benefit is equal to one and one-half times the annual basic rate of pay of each employee. If an employee elects to participate, the City will pay 100% of the premium cost. This benefit also provides for optional term life insurance and is 100% employee paid. The benefit amounts are determined by the insurance carrier, and the cost of optional coverage is determined by your age.

SHORT TERM DISABILITY COVERAGE

The City of Nashua will offer Short Term Disability coverage to all employees covered under this CBA. Participation in this program will be completely optional and funded entirely at the employee's expense.

ARTICLE 17
SICK LEAVE

Part-Time Employees:

For the purposes of this article, sick leave deductions during one workday shall be the employee's normal workday. Part-time employees shall receive prorated sick days and reach maximum accrual caps based on full-time accruals for employees hired prior to the signing of this contract. (Examples below.)

> **32 hours = 8 Hours each Month or 96 hours a year, cumulative to a maximum of 576 hours.**
>
> **34 hours = 8.5 Hours each Month or 102 hours a year, cumulative to a maximum of 612 hours.**

Transfers from another Bargaining Unit or other City Department:

Full-time and part-time employees who transfer from another bargaining unit or from another City Department without any breaks in City service will be permitted to retain their sick leave accrual balances. However, they will not be permitted to use them as sick days under this article until completion of six (6) months of continuous employment.

Full-Time Employees:

Full-time employees must be employed prior to and including the 15th of any month, or on approved sick or vacation leave, to accrue sick time for that particular month. Sick leave for full-time employees on the active payroll, covered by this Agreement shall accumulate at the rate below per calendar month (1 1/4 Days or 15 Days per Year), except as noted below for employees hired after the signing of this contract:

- 10 hours each month or 120 hours a year, cumulative to a maximum of 1080 hours for 40-hour-a-week employees.

Sick Leave Policies:

Employees must have the appropriate time accrued before use of sick time is approved. At no time shall an employee be paid sick time if it has not yet been accrued. During an unpaid leave of absence, an employee does not accrue any sick time.

Use of Sick Leave:

1. Sick leave shall not be considered as a privilege which an employee may use at his discretion. It shall be allowed only in the case of necessity and actual sickness or disability of the employee, the employee's spouse or domestic partner, children, and parents, but only when employee's presence is required to actively care for the ill person, or to take physical and dental examinations or other sickness prevention measures.

2. Essential and non-essential employees shall not make physical and dental examinations during their tour of duty if possible. If these types of examinations cannot be made during off-duty times, essential personnel must make arrangements with their Bureau Commander or designee to assure that coverage is available during their absence from duty. If no coverage is available, the physical and dental examination will be rescheduled when the employee is off duty or when coverage is available.

3. All absences from work or absences during their tour of duty due to illness, disability, physical/dental examinations or other sickness

prevention measures shall be deducted from the non-exempt employee's accumulated sick leave by actual hours missed. If the employee is exempt (salaried), he shall not have this time deducted from sick leave; however, the time may be required to be documented and allocated to FMLA if the absence is a qualifying FMLA event. This includes the right to require the employee to submit a physician's statement verifying the need for the use of the sick leave, irrespective of the number of sick hours taken. The Commission reserves the right to verify all claims for paid sick leave.

Notification of Sick Leave:

Non-essential employees are to make arrangements to notify their immediate supervisor or the Desk Sergeant at headquarters daily and in a timely manner prior to scheduled duty time of their intention to be on sick leave. Essential employees shall make the necessary notifications at least one (1) hour before their normal scheduled duty time.

Use of Leave:

The appropriate supervisor will complete NPD Form #02-06, "Use of Leave," upon notification of an employee's requesting sick leave. Employees taking sick leave are required to fill out NPD Form #02-07, "Use of Leave Time", the next working day from the use of leave.

Doctor's Slip Required:

Notwithstanding the frequency, in all cases a doctor's slip is required for employees taking three or more successive sick days within five (5) days after returning to work.

Loss & Reinstatement of Sick Leave:

1. Except in the case of death, accrued sick leave shall be lost if the employee resigns, is discharged, released, or laid off. If full-time employees leave employment with the Nashua Police Department, but return within three (3) years of your date of termination, their accrued sick leave will be reinstated.

2. Full and part-time employees who have reached their sick leave cap, 1080 hours for full-time employees and 612 hours for part-time employees, shall be allowed up to an additional year's sick leave accrual; however, said days shall not be allowed to carry into the ensuing year. At the start of every new calendar year, the sick leave balance shall be brought back to the employee's maximum accrual amount. Employees will be able to again accrue sick days as outlined in this Article beyond their cap up to an additional year's accrual for that year, and the process will begin again.

3. Full-time employees who abuse sick leave, shall forfeit 10 days (for 40-hour-a-week employees), of accrued sick leave for a first offense. (If the entire 10 days cannot be deducted from the accumulated total due to the accrual amount, the negative balance will be carried over until the entire time can be deducted.)

4. For the second offense, full-time employees shall forfeit 12 days (for 40-hour-a-week employees) of accrued sick leave. (If the entire 12 days cannot be deducted from the accumulated total due to the accrual amount, the negative balance will be carried over until the entire time can be deducted.) For the third offense, the employee will be immediately discharged.

Death/Retirement Payments for Full-Time Employees:

1. Accrued sick leave, up to the designated amount listed in the following paragraphs, shall be paid in a lump sum to the employee's beneficiary, as specified in writing by the employee on an approved form, if death occurs while employed by the Nashua Police Department. If no beneficiaries are designated by the employee, the accrued sick leave will be paid to the employee's estate.

2. Upon retirement under the NH Retirement System, an employee will receive payment for the accrued sick leave balance in his account (up to 720 hours for 40-hour-a-week employees), calculated at the current rate of pay on the day of retirement.

3. Upon layoff due to reduction in force, an employee will be paid 25% of all accrued sick leave calculated at the employee's then current rate of pay.

Sick Bank:

1. All employees covered under this Collective Bargaining Agreement may maintain and contribute to a sick leave bank on a voluntary basis from their unused sick leave credits.

2. A Sick Leave Bank Committee appointed by members of the Union shall establish the rules and procedures of the sick leave bank.

3. A copy of the rules and procedures under which the sick leave bank operates must be provided to the Chief of Police by the Union.

4. The Sick Leave Bank Article or the procedures and standards established by the Sick Leave Bank Committee shall not be subject to the grievance procedure.

ARTICLE 18
BEREAVEMENT LEAVE

Definitions:

For the purposes of this Article:

A. The term "*bereavement leave*" means "a leave of absence granted to an employee upon a death occurring in the employee's Immediate Family".

B. The Chief's "designee" is the Deputy Chief of Operations or the Bureau Commander. In the absence of the Deputy Chief of Operations or the Bureau Commander, the Chief's designee may be the Divisional Supervisor.

C. *"Domestic partner"* is defined as an individual:

1. Who had a long-term intimate relationship with an employee;

2. Who was living in the same household as the employee at the time of death; and

3. With whom the employee had an intent to remain in a long-term relationship.

Full-Time/Part-Time Employees:

	BEREAVEMENT LEAVE	
A.	1 DAY LEAVE	In the event of the death of an uncle, aunt, niece, or nephew of the employee
B.	3 DAYS LEAVE	In the event of a member of the immediate family of the employee as defined below.
C.	4 DAYS LEAVE	In the event of the member's parent, step-parent, spouse, child, or step-child.

Bereavement Leave Policies:

A. Such leave shall normally commence upon the day following the death of the immediate family member.

B. Employees may utilize sick leave for the hours missed when first notified of deaths, unless it is at the beginning of their normal tour of duty.

C. If for reasons which would require out-of-state travel to the funeral services or due to the actual date of the funeral services, the Chief of Police or designee may allow a delay in the commencement of the three consecutive business bereavement leave days for full-time/part-time employees.

D. At the discretion of the Chief of Police or a Deputy Chief, the three consecutive business days may be broken up between the initial notification and the actual day of the funeral services.

Appropriate Form Required:

The appropriate NPD Form shall be completed for all usage of bereavement leave.

Immediate Family Defined:

The immediate family includes your spouse and the following relatives of you or your spouse: Children, Stepchildren, Brother, Stepbrother, Sister, Stepsister, Parents, Stepparents, Grandparents, Step-Grandparents, Grandchildren, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law, Daughter-in-Law, Son-in-Law, or Ward/Relative living in the home.

Domestic Partner:

The immediate family may also include an employee's domestic partner; however, Management reserves the right to determine the circumstances under which a "domestic partner" qualifies under this Article.

Disputes:

Disputes concerning Bereavement Leave shall be subject to the Grievance Procedure through STEP 2 at which point the decision shall be final and binding upon the parties.

ARTICLE 19
LEAVES OF ABSENCE

Military Leave of Absence:

If a regular full-time employee or Detention Specialist must leave city employment to enter directly into active service in the armed forces of the United States involuntarily, he shall be granted a military leave of absence for the anticipated length of such service. The employee will be allowed seniority credit for the time spent in the armed forces.

The employee is entitled to reinstatement to the position he held or one of like status and pay if a vacancy is open within the city, provided that the employee accepts release from active service at the earliest possible date and request reinstatement within ninety (90) days after release.

If a regular full-time employee is called to serve not more than a seventeen-day annual training tour of duty with the National Guard or Armed Forces Reserve, he shall be paid the difference between his pay for such government service and the amount of straight time earnings lost by him by reason of such service, if any, based on the employee's regularly scheduled straight time rate. Such payments shall be made following the showing of satisfactory evidence of the amount of pay received for such service. The employee will continue accrual of sick and vacation time during this time and shall not lose any benefits.

If a regular full-time employee is called into active duty with the National Guard or Armed Forces Reserve for more than 17 days, he shall not be paid the difference between his pay for such government service and the amount of regular straight time earnings. The employee may request payment of his sick and vacation accrual balances (subject to accumulation restrictions) or these accruals may remain as balances until he returns to city employment. He shall not accrue sick and vacation time during the military leave of absence and his benefits will be as indicated below:

A. More than 17 days, less than 6 months.....Full benefits

B. More than 6 months:

1. No benefits;

2. Allowed seniority credit for the time spent in the armed forces;

3. Insurance benefits available under COBRA provisions.

Part-Time Employees:

Part-time employees are eligible for paid or unpaid personal leaves of absence. By law, employees are eligible for Family Medical Leave if they have been employed at least twelve (12) months and worked at least 1,250 hours during the twelve (12) months immediately preceding the commencement of the leave.

Paid Leaves of Absence:

With prior approval, and at the sole discretion of the Chief of Police, paid leaves of absence may be granted to regular full-time employees due to personal illness up to six (6) weeks. The paid leaves of absence are limited to an employee's total accruals of sick and vacation time.

Full-time employees continue to accrue sick and vacation time while on paid leaves of absence. A leave of absence shall be charged first against the employee's accumulated sick leave and then against the employee's accumulated vacation time.

Unpaid Leaves of Absence:

1. With prior approval, and at the sole discretion of the Chief of Police, unpaid leaves of absence may be granted to regular full-time employees due to personal illness up to forty-five (45) continuous days. Full-time employees do not accrue sick and vacation time while on unpaid leaves of absence. During an unpaid leave of absence for personal illness, the City will continue to pay its portion of applicable insurance premiums up to six (6) months. An employee will continue to pay their portion(s) of applicable insurance premiums during this six-month period. Thereafter, the employee shall pay 100% of the cost if he wishes to continue applicable insurance coverage.

2. To continue any applicable insurance benefits during an unpaid leave of absence for other reasons than personal illness, it shall be the employee's responsibilities to assume payment of the full premiums (100%) at the time of leave. Payment of applicable insurance premiums during an unpaid leave of absence must be arranged in advance with the Human Resource Department and the Insurance Department.

3. At no time shall an unpaid leave of absence extend beyond 45 continuous days unless authorized by the Chief of Police. If the member can meet the eligibility requirements as set by the City's Disability Income Plan, he may apply for the Long Term Disability Benefit. (Cite Article 31.)

If the Department's operations are affected due to the length of the unpaid leave of absence and a medical authority cannot determine when the employee is able to work, it shall be the Chief' of Police's discretion to hire a temporary or regular replacement. If the employee is able to recover from the disability during the limitation period of the long-term disability benefit and the Commission is satisfied with the recovery, he will have preference over applicants outside the City to apply for any position within the City that he is qualified for. If the employee cannot recover during the limitation period as described above, the employee shall be terminated.

ARTICLE 20
PERSONAL DAYS

Regular Full-Time Employees:

A. For the purpose of this Article the words ***"personal day"*** means a day, when an employee is excused from active duty for personal reasons.

B. Said time is deducted from the employee's accumulated sick leave. If no sick leave is available, the employee is not eligible to receive a personal day.

C. A full-time regular employee may use 6 days ("days" as defined under Paragraph "A" above), of sick leave per calendar year for personal leave.

D. Personal days may be taken in half day increments.

Regular Part-Time Employees:

A. For the purpose of this Article the words "personal day" means a normal workday, when an employee is excused from active duty for personal reasons.

B. Said time is deducted from the employee's yearly sick leave balance. If no sick leave is available, the employee is not eligible to receive a personal day, unless the employee opts to take an available vacation day.

C. Only upon the discretion of the Chief of Police (or a Deputy Chief in his absence) will a part-time employee be allowed to take a day off for personal reasons without pay.

D. Part-time employees may use up to 6 days ("days" as defined under Paragraph "A" under this section), sick days as personal days.

Approval of Personal Leave:

Personal Leave must be approved by your supervisor prior to the date of such personal day, except in an emergency. If approved, the appropriate form will be completed by the supervisor or employee. The form will be forwarded to the Financial Services Division. Except in cases of emergency, the form will be approved/disapproved (pending the availability of accrued sick leave), and the employee will be notified by the Bureau Commander or designee of its approval or disapproval.

Provisions:

- A personal day's approval is subject to potential workloads, manpower requirements, and any possibility of an emergency situation as determined by the Chief of Police or designee.

- Once a personal day is approved and the date is to be changed or canceled by the employee, the employee must reapply.

- The approved personal day is subject to recall by the Chief or designee due to potential workloads, manpower requirements, and any emergencies that may arise.

- Personal days shall not be taken more than two at a time unless approved by the Chief of Police or designee.

Disputes:

Disputes concerning personal days shall follow the Grievance Procedure through STEP 3, at which point, the decision shall be final and binding upon the parties.

ARTICLE 21
EXCHANGE OF WORKDAYS

For the purposes of this Article, the words "Exchange of Workdays" means one normal workday and such exchange shall be for each other's position's duties, unless otherwise approved by the Chief of Police or his designee.

A. Exchanges of workdays are limited to individuals who have been cross-trained to adequately cover the other position as determined and approved by their bureau commanders or supervisor.

B. The number of swaps allowed per individual shall be limited to ten per quarter if approved in advance by his supervisor/bureau commander and it does not interfere with normal operations, training conducted by the department, cause the need to hire overtime, and if paid back within six (6) months.

C. An employee is allowed to swap with himself. Limited to ten per quarter, if approved in advance by his supervisor/bureau commander and it does not interfere with normal operations, training conducted by the department, cause the need to hire overtime, and if paid back within six (6) months.

D. Written advanced notice signed by both employees involved in the exchange is given to the Chief or his designee two (2) days prior to each exchange of workday desired; (The two (2) day notice period may be waived at the discretion of the Chief or his designee.)

E. The swap of either employee involved does not result in an employee working more than 16 hours in one work day;

F. The swaps do not result in interference with scheduled training or otherwise interferes with other duties or assignments or the operations of the department;

G. If an employee involved in such exchange calls in sick on the exchange day, that employee shall lose one normal work day of sick leave;

H. No additional swaps will be allowed for the original swap date; and,

I. An employee paying back a swap will be eligible to receive a personal day or vacation day for the original swap date. However, approval of a personal day or vacation day shall not supersede a request for personal day or vacation leave by permanently scheduled personnel on that shift.

Detention Specialists:

Detention Specialists may exchange workdays (considered a "swap") with other Detention Specialists in the same bargaining unit on other shifts upon approval of the appropriate Uniform Field Operations Bureau Commanders or designees as delineated in the policies listed above. Detention Specialists cannot exchange workdays with Police Officers.

Disputes:

Disputes concerning Exchange of Workdays shall follow the Grievance Procedure through **STEP 3**, at which point, the decision shall be final and binding upon the parties.

ARTICLE 22
SHIFT EXCHANGES

For the purposes of this Article, the word "shift" means, "in excess of one normal workday." This Article shall pertain only to personnel who hold the position of Records Tech I & II and Detention Specialists.

With prior approval and at the sole discretion of the Chief or his designee, employees may exchange shifts if both employees involved agree; provided that:

A. Written advanced notice signed by both employees involved in the exchange is given to the Chief or his designee two (2) weeks prior to each exchange of shift desired and included are the reasons thereof; The two (2) week notice period may be waived at the discretion of the Chief of Police or his designee.

B. Both employees have the same position or have been cross-trained to adequately cover the other position as determined and approved by their bureau commander or supervisor;

C. Detention Specialists cannot exchange shifts with Police Officers;

D. No more than two (2) shift exchanges involving four (4) employees shall be allowed at any one (1) time;

E. Both employees agree to swap day off groups of each other and shall not be eligible to receive compensatory time off due to the change of days off or to receive overtime; the timing of the commencement of the shift exchange will be such that it results in no employee working more than 40 hours in any week due to the exchange.

ARTICLE 23
WAGES

Wage Compensation Ranges:

The compensation range for each position is set forth in this article under Schedule "A &B" based on labor grade assignments and Fiscal Years.

Newly hired or transferred employees shall start at the appropriate wage step based on pertinent years of experience that can be directly related to the new position's duties, as well as the wages of other bargaining unit members in the same labor grade. Management reserves the right to determine the number of years of directly related experience based on the information supplied by the employee and verified by Management.

Wage Increases:

A. **Fiscal Year 2021:** On July 1, 2020, Schedule A shall become effective. Employees on the active payroll shall receive a 2.75% wage increase.

B. **Fiscal Year 2022:** On July 1, 2021, Schedule B shall become effective. Employees on the active payroll shall receive a 2.75 % wage increase.

Schedule A- FY 2021 (7/1/20) 2.75% increase to the Maximum						
Lb. Gr.		Minimum	Hourly		Maximum	Hourly
1		$32,106	$15.44		$45,096.58	$21.69
2		$32,650	$15.70		$45,878.05	$22.06
3		$33,393	$16.05		$46,943.55	$22.57
4		$34,274	$16.48		$48,208.35	$23.18
5		$35,203	$16.92		$49,540.56	$23.82
6		$36,368	$17.48		$51,423.54	$24.72
7		$37,805	$18.18		$54,092.02	$26.01
8		$39,053	$18.78		$56,479.45	$27.15
9		$40,552	$19.50		$59,278.99	$28.50
10		$41,810	$20.10		$61,455.21	$29.55
11		$46,654	$22.43		$68,705.77	$33.03
12		$50,395	$24.23		$74,307.02	$35.72
13		$54,822	$26.36		$80,933.97	$38.91
14		$59,271	$28.50		$88,480.75	$42.54
Schedule B-FY 2022 (7/1/21) 2.75% increase to the Maximum						
Lb. Gr.		Minimum	Hourly		Maximum	Hourly
1		$32,106	$15.44		$46,336.74	$22.28
2		$32,650	$15.70		$47,139.70	$22.66
3		$33,393	$16.05		$48,234.49	$23.19
4		$34,274	$16.48		$49,534.08	$23.81
5		$35,203	$16.92		$50,902.93	$24.47
6		$36,368	$17.48		$52,837.69	$25.40
7		$37,805	$18.18		$55,579.55	$26.72
8		$39,053	$18.78		$58,032.63	$27.90
9		$40,552	$19.50		$60,909.16	$29.28
10		$41,810	$20.10		$63,145.22	$30.36
11		$46,654	$22.43		$70,595.18	$33.94
12		$50,395	$24.23		$76,350.47	$36.71
13		$54,822	$26.36		$83,159.65	$39.98
14		$59,271	$28.50		$90,913.97	$43.71

POSITIONS AND CURRENT LABOR GRADE ASSIGNED TO EACH

1. Each position shall have a City of Nashua PDF (Position Description Form) on file with the Nashua Police Department and the City Human Resources Department.

2. Said PDFs will be redone per City policy and submitted through the chain of command to the City Human Resources Department for review, possible labor grade change, and exempt or non-exempt status.

3. If the labor grade changes from what is listed below, the employee and the Union will be advised of the change. Said change will be incorporated into the next Collective Bargaining Agreement. Changes to wages will be done in accordance with the appropriate Schedule.

4. The determination of whether a position is exempt or non-exempt rests with the City Human Resources Department based on the FLSA (Fair Labor Standards Act.).

EXEMPT POSITIONS	
JOB TITLES	**LABOR GRADE**
Accreditation Manager	13
Crime Analyst	13

POSITIONS AND CURRENT LABOR GRADE ASSIGNED TO EACH

NON-EXEMPT POSITIONS	
JOB TITLES	**LABOR GRADE**
Detention Specialist I (Part-Time)	11
Detention Specialist II (Full-Time) PT Senior Relations Specialist	11 11
Paralegal	10
Auto Mechanic, 1st Class	10
Records Technician II	9
Administrative Assistant III Administrative Assistant IV	8 9
Account Clerk IV	8
Legal Secretary	7
Account Clerk III	7
Auto Mechanic, 2nd Class	8
Administrative Assistant II	6
Account Clerk III	6
Outside Detail Specialist (Part-Time)	6
Records Technician I	6
Administrative Assistant I-Domestic Violence Unit	6
Custodian III	4

Custodian II	3
File Clerk (Part-Time)	3
Custodian I	2

The labor grades and exempt/non-exempt status listed above may change during the review process of Position Description Forms (PDFs) based on changes in the job dimensions of the position to include: specific duties and responsibilities; work relations/relationships; problem solving and decision making; supervisory duties; reasoning, mathematical, and language development relating to mental effort; education, training, and specialized instruction; physical effort and activities; working conditions relating to environmental factors, and the equipment, tools, hardware/software, etc. used.

When labor grades or exempt/non-exempt status change during the review process, the above list will be revised in the next contract.

ARTICLE 24
WORK SCHEDULES

Schedules/Assignments:

Daily and weekly work schedules and shift assignments shall be based on the operating requirements and budgetary allotments of the department and are subject to change at any time. The department shall have the exclusive right to make the necessary changes and shall make every attempt to notify affected employees in advance whenever possible. An individual employee's work schedule shall be determined by the Chief of Police or designee. Employees shall report to work promptly at starting time and shall devote their entire efforts to department business during scheduled working hours.

The workweek shall consist of seven consecutive days, beginning Sunday through Saturday. For vacation and sick leave purposes, if an employee works other than a five-day, eight-hour-per-day schedule, the workday will be calculated as one-fifth of the average workweek.

Essential personnel are assigned to report at specific times during a particular shift on a 24-hour period. Non- essential personal shall work at times as approved by the Chief of Police or designee in order to provide the best possible coverage within a bureau/division. (Cite Article #26 - "Lunch Time & Coffee Breaks".)

Cross-Training, Career Development Program, Schools, & Temporary Assignments:

An employee may be transferred to assume the duties and responsibilities of a position classified higher or lower than his current position due to cross-training, the department's Career Development Program, or to temporary assignments to provide coverage due to vacations, illness, leaves of absence, etc., as determined by the Chief of Police or designee. An employee

may be assigned to assume the duties and responsibilities of a position in addition to his own due to lay-offs or reorganization, and this article does not apply to this situation. This situation shall follow the reclassification system if applicable.

At no time will the cross-training or temporary assignment exceed 120 continuous days. If the employee continues to work a higher classified position, he will be paid the wage difference listed on Schedules A & B between positions until the condition or assignment no longer exists. This shall not apply to grandfathered employees who are paid higher than the wages listed on Schedules A or B.

Employees on a 5 & 2 System may be assigned to attend special schooling away from the workplace during hours not normally worked by the employee. Employees on a 5 & 2 System shall receive their regular rate of pay during such attendance.

Attendance:

The effectiveness and efficiency of the Nashua Police Department require that employees report promptly for duty. Unapproved or unexcused absences or tardiness is unacceptable and will result in appropriate disciplinary action.

Essential Personnel:

A. **Detention Specialists:** Unless otherwise designated by the Chief of Police or designee, part-time Detention Specialists shall work thirty-four (34) hours a week, four days a week (8.5 hours per day). Days off shall be as designated by the Chief of Police or designee.

B. **Emergency Coverage:** Essential personnel may be called in to provide coverage due to emergencies on their normal days off or to work other shifts. If ordered to do so, essential personnel shall report to work on a day off and shall receive overtime (time and one-half rate) or regular rates as outlined in the Article #25, "Overtime."

C. **Changes in Work Schedules:** The Chief of Police or designee may change the above work schedules at any time.

Non-Essential Full-Time Personnel:

A. Employees who are non-essential personnel normally shall be designated as Group #8, who work five (5) days on, two (2) days off schedule, shall receive weekends and holidays off. Non-essential personnel may also be designated to other day-off groups as designated by the Chief of Police or designee.

B. To provide everyday coverage, Fleet Maintenance personnel may be designated as any of the day off groups: Group #9 (Friday & Saturday off), Group #10

(Sunday & Monday off), or Group #8 (Saturday & Sunday off). Fleet Maintenance personnel will receive holidays off.

C. Some non-essential personnel may be placed on call 24-hours a day due to emergencies that could arise and shall work as assigned by their Bureau Commander or designee. (Cite Article #25 - "Overtime".)

D. **Record Technician I & II I:** Record Technician I & II shall work a five (5) day on, two (2) day off work schedule, but shall have either Friday & Saturday, Saturday & Sunday, or Sunday & Monday as days off or as designated by the Chief of Police or designee.

Emergency Situations:

During special times such as emergency operations or during snowstorms, non-essential civilians may be sent home early from work. For these special situations, those civilians who continue to work the normal workday will not receive additional pay, and those civilians who are allowed or asked to leave the workday early will not be deducted any amount from their normal weekly wage.

ARTICLE 25
OVERTIME

Full-Time Employees:

When non-exempt, full-time employees (35 hours a week or more) work extra hours during a week, they will not receive overtime unless the total hours worked in a week exceed 40 hours. Non-exempt, full-time employees (35 hours a week or more) will receive time and one-half their regular rate of pay for all time worked in excess of 40 hours during a pay week, Sunday through Saturday.

Part-Time Employees:

Part-time employees will not receive overtime unless the total hours worked in a week, Sunday through Saturday, exceed 40 hours.

Overtime Not Allowed:

Exempt positions, as designated under Article 23 – Wages, shall not be eligible for overtime.

Submission of Overtime:

Overtime will be submitted in accordance with S.O.P. 31 during the week it was worked or no more than one (1) week after the date. All overtime submitted will be paid according to the total number of hours worked in the week it was worked, not the week submitted

Called in from Home:

If a non-exempt, non-essential employee gets called in from home to work, he shall receive at least a 3-hour minimum in overtime pay if over 40 hours in a week or a 3-hour minimum in regular pay if under 40 hours in a week. If the 3-hour minimum overlaps with regular duty time, additional pay shall be only for hours worked in excess of the regular duty schedule.

Seasonal Time Adjustments:

In the Fall, when clocks are turned back one hour at 2:00 A.M., employees on that shift shall be paid for actually hours worked (i.e., 8 hours regular, 1 hour overtime). In the Spring, when clocks are advanced one hour at 2:00 A.M. employees on that shift shall be paid for a full shift (i.e., 8 hours regular).

ARTICLE 26
LUNCH TIME & COFFEE BREAKS

Lunch Periods:

Lunch periods shall be paid according to any of the following ways as dictated by the Chief of Police or his designee:

1. An hour (1) lunch (without pay);
2. A 1/2 hour lunch (without pay); or
3. A 20-minute lunch break (with pay).

An employee may be called back from a lunch break due to emergencies. The Bureau Commander or designee will allow an additional lunch break to be taken if conditions allow this to occur.

Breaks:

Employees may be allowed up to two (2) 15-minute breaks if conditions allow. One break may be taken before and one may be taken after the lunch break period as the work schedule allows. All employees may be called back from a break due to emergencies. The Bureau Commander or designee will allow an additional break to be taken if conditions allow. The availability of breaks will not change an employee's normal workday schedule.

ARTICLE 27
COMPENSATORY TIME (TIME COMING)

Compensatory time is allowed for non-exempt full-time employees only under the following conditions:

A. Compensatory time is computed at an hour and a half (1 ½ hours) for every hour of straight time worked over 40 hours in a week. Employees will make out a Department Overtime Form and mark their intention to have the time converted to time coming. Said form shall be submitted to the appropriate Bureau Commander for approval. Each Bureau will hold the slips and make the necessary additions and subtractions as necessary to maintain a current total to the maximum amount as specified below.

B. Employees may convert overtime worked, but no less than one hour of overtime at a time, into a maximum amount of 24 time coming hours. Any overtime slips submitted for accrual purposes which bring the accrued amount beyond the 24 hours will be submitted for overtime payment.

C. Said time must be used within 6 months of the original overtime date. All overtime slips beyond 6 months will be submitted for overtime payment. Note: If a slip becomes outdated, but the employee has taken partial time coming hours, the time taken will be deducted and the remaining time will be converted back to normal overtime for payment.

D. Time coming may be used to extend a block vacation week or be added to any other time off; i.e., personal day. The decision of the supervisor shall be final and not subject to the grievance procedures. A maximum of eight (8) hours of time coming shall be used to extend a block vacation week or be added to other time off.

E. When employees utilize compensatory time:

- The employee will complete the appropriate Department form when utilizing any compensatory time (time coming). The same procedures will be followed as vacations, etc.

- The time will be deducted from the employee's time coming accrual and from the actual overtime forms. Once an overtime slip's conversion to time coming has been used completely, the slip will be marked as so and may be kept for record purposes.

F. If an employee leaves employment for any reason, any accrued time will be converted back to overtime hours and will be submitted for payment.

ARTICLE 28
WORKERS COMPENSATION

Employees shall be covered by the provisions of the New Hampshire Worker's Compensation Act, as may be amended from time to time, and by related City policies. The cost of this coverage shall be paid entirely by the City.

Employees may supplement Worker's Compensation benefits using accrued vacation and sick leave time. The use of accrued leave shall be limited to the difference between the amount the employee is paid under Worker's Compensation and the amount of the employee's pay for their regularly scheduled work week as in effect at the time of the injury.

Temporary Replacement:

During the time an employee is disabled from performing the duties of his position due to an on-duty injury, the department reserves the right to temporarily fill the position as needed up to an 18-month period from the date of the injury.

Reinstatement of Employee Sustaining Compensable Injuries (RSA 281-A:25-a):

Employees who have sustained an on-duty injury shall be reinstated by the employer to the employee's former position of employment upon request for such reinstatement, if the position exists and is available and the employee is not disabled from performing the duties of such position, with reasonable accommodations for the employee's limitations. If the former position has been eliminated, the employee shall be reinstated in any other existing position which is vacant and suitable with reasonable accommodations for the employee's limitations. A certificate by the employee's attending physician that the physician approves the employee's return to the employee's regular employment with reasonable accommodations for the employee's limitations, shall be prima facie evidence that the employee is able to perform such duties. Reinstatement shall be subject to the provisions for seniority rights and other employment restrictions contained in this contact.

A. The right to reinstatement to the employee's former position terminates when any one of the following events occurs:

   1. A medical determination by the attending physician or finding by the Labor Commissioner that the employee cannot return to the former position of employment;

   2. The employee accepts employment with another employer;

   3. Eighteen months from the date of injury.

B. The right to reinstatement shall not apply to an employee hired on a temporary basis as a replacement for an injured employee.

Permanent Replacement:

After the 18-month period if the person is still unable to return to his position, he shall be deemed to be unable to return to work. The person will be released, and the position may be filled permanently. If the employee becomes employable after the 18-month period, he may apply for any vacant position within the department for which he is qualified.

ARTICLE 29
VACANCIES

It is a policy of the Nashua Police Department to employ the best candidates possible through positive recruitment and selection to ensure a lower rate of personnel turnover, fewer disciplinary problems, higher moral, better community relations, and more efficient and effective services. The recruitment process will be consistent with Department procedures, with certain law enforcement selection standards, and federal and state laws.

Filling Vacancies:

A. When filling vacancies for positions covered by this Agreement, current employees will be given the opportunity to apply for the position, to be evaluated for consideration purposes, and to participate in testing procedures if applicable.

B. If an employee is selected for a new position, the employee's pay rate will be changed to reflect the position's wage as listed under Schedule A of this Agreement. The probation period is six (6) months unless otherwise specified in this Agreement.

C. Should the employee's performance be unsatisfactory any time during the six-month period, the Chief of Police may:

- Permit the employee to bid on another vacancy for which he is qualified, or
- Return the employee to the position which he left if still vacant, or
- To terminate the employee from employment with the Nashua Police Department.

Department Policies:

The Bureau Commander has the option of transferring employees within his bureau when a vacancy occurs. If qualified applicants are available from a previous recruitment for a similar position, the department may utilize these applications and not open the position to the outside. However, a notice of position vacancy will be posted internally within the Nashua Police

Department to ensure that every department employee has the right to apply for the position. If after recruitment no qualified applicant is selected, a position vacancy will be re-posted.

Application Procedure:

No applications will be accepted by the Department or appropriate authority for any position that is not posted, nor after the deadline date. Persons must complete applications at the Nashua Police Department or as designated on the posting in order to be considered for vacant civilian positions. After the deadline date listed on the "Notice of Position Vacancy," applications will be considered. No employee will be considered for a position vacancy if he has not completed an application form before the deadline date.

Selection Process:

If testing has been prepared for the position, the test will be prepared and administered by the Nashua Police Department. Through testing, interviews, and completion of pre-employment background investigations, the best qualified applicants will be selected. The background investigation will include: Complete criminal record checks; Personal reference checks; Employer reference checks; and motor vehicle checks (if he will be driving department vehicles).

Final Selection Process:

A final choice for the position will be decided upon. The applicant may be required to pass a pre-employment physical at the city's expense prior to starting work for the city. It is agreed that factors such as sex, race, color, national origin, religion, lawful political or employee's organization affiliation, age, marital status, or non-disqualifying handicap are not considerations in evaluating the qualifications of an employee or prospective employee.

ARTICLE 30
WORK POLICIES & REGULATIONS

It is the policy of the Nashua Police Department to provide certain guidelines to insure efficient department operations. Civilian employees must comply with all applicable chapters or sections within the Nashua Police Department Rules & Regulations Manual.

Civilian employees are subject to the Nashua Police Department's Disciplinary System and Internal Affairs Investigations for any complaints/allegations relating to a criminal offense; neglect of duty; a violation of department/city policies, rules, procedures or ordinances; or conduct which may tend to reflect unfavorably upon the employee, city, or department.

Provisions of the City of Nashua merit Plan are not applicable to the positions covered by this Agreement.

ARTICLE 31
LONG TERM DISABILITY COVERAGE

Full time employees covered by this Agreement are eligible for coverage under the City's Long Term Disability Plan in accordance with the provisions thereof as the same may be amended from time to time. There shall be no cost to the employee for this benefit.

Part-Time Employees:

Part-time employees are not eligible for coverage under the City's Long Term Disability Plan.

ARTICLE 32
RETIREMENT SYSTEM

Full-time employees are required to join the contributory pension plan of the City, NH Retirement System, as a condition of employment. The contribution rate will be determined by the NH Retirement System and all applicable laws and regulations shall apply. Group I members shall also be enrolled in the social security system.

Part-Time Employees:

Part-time employees are not eligible for the New Hampshire Retirement System.

ARTICLE 33
DEPARTMENT SENIORITY

A. For purposes of this article, "***service***" or "***date of hire***" is defined as the full-time position within the Teamsters Union, continuous service with the Nashua Police Department to the current date.

B. In the event of a conflict, the last names of the two parties shall be considered alphabetically and placed accordingly. Such placement shall determine department seniority. In these cases, if an individual's last name after the date of hire changes, the seniority date shall not be affected, but shall remain as was originally established.

C. The seniority ratings of employees shall be used for only members within this bargaining unit. Department supervisors who work in the same bureaus or divisions as bargaining unit members, but are excluded from the bargaining unit, shall have seniority over members due to their positions.

D. If an employee moves into another position outside of this bargaining unit, his seniority date shall be as listed in another bargaining agreement or benefit package.

Purposes of Department Seniority:

Department seniority shall be used to approve vacation selections, personal day selections, and leaves of absence.

Detention Specialists:

Detention Specialists shall not be part of the seniority system of full-time employees. The part-time dates of employment shall be used for seniority purposes within the group of Detention Specialists. Department seniority shall be used to approve vacation selections, personal day selections, Family Medical Leave requests, layoffs, recalls, and elimination of positions. An employee's department seniority status shall be suspended during the time he is laid off. Employees recalled from layoff anytime during the one-year period shall assume their department seniority status from the date of layoff.

Seniority used for Layoffs & Filling Vacancies:

The department seniority date may also be used for layoffs or when filling vacancies; however, the primary determining factors that will be considered are as outlined in Article 34.

Department Seniority During Laid Off Periods & Recalls:

An employee's department seniority status shall be suspended during the time he is laid off. Employees recalled from layoff anytime during the one-year period shall resume their department seniority status from the date of layoff.

ARTICLE 34
LAYOFFS, RECALLS, & ELIMINATION OF POSITIONS

Layoffs:

Management reserves the right, power, and authority to lay off employees within the Nashua Police Department as deemed necessary. When making any layoff decisions, the primary determining factors that will be considered are job performance, absenteeism record, and the workload & the number of personnel within a particular bureau, division, or shift. If the listed factors are the same when considering layoff decisions, the full-time continuous date of employment with the Nashua Police Department will be considered.

Recalls:

A. Management reserves the right, power, and authority to recall employees from layoff status as deemed necessary. The names of employees laid off will be maintained on a recall list for one (1) year from the date of such layoff and such employees will be offered their job classifications, if the same exists, in the event of a recall.

B. When making any recall from layoff decisions, the primary determining factors that will be considered are job performance, absenteeism record, and the workload & the number of personnel within a particular bureau, division, or shift. If the listed factors are the same when considering recall from layoff decisions, the full-time continuous date of employment with the Nashua Police Department will be considered.

C. Management shall notify the employee by registered mail of being recalled no earlier than two (2) weeks before the recall date. If an employee fails to return to work on the date as indicated by management when recalled from layoff status, he shall be considered to be resigned from employment with the Nashua Police Department.

Elimination of Positions:

A. When a reduction of the work force or elimination of any employee's position takes place, management reserves the right, power, and authority to temporarily assign the duties to another employee/member. Management also reserves the right, power and authority to permanently assign the duties of the position as deemed necessary.

B. If any new vacancies within the Nashua Police Department become available, any employee whose job is eliminated because of permanent layoff shall be given the opportunity to apply for the position, to be evaluated for consideration purposes, and to participate in testing procedures if applicable. (Cite Article #29 - "Vacancies".)

ARTICLE 35
LONGEVITY

For purposes of this article, the full-time, continuous date of hire with the City of Nashua will be used for computing length of service.

Effective July 1, 2017, full-time and part-time regular employees, who have been employed by the Nashua Police Department for five or more years on an uninterrupted basis (except by reason of layoff or an approved leave of absence), are eligible for a longevity payment on a normal payday following their anniversary date of hire with the department in accordance with the schedule below. Part-time employees are eligible for prorated longevity payments based upon the employee's amount of hours worked

5th through 9th anniversaries	$ 300.00
10th through 14th anniversaries	$ 500.00
15th through 19th anniversaries	$ 700.00
20th through 24th anniversaries	$ 1000.00
25th through 29th anniversaries	$1200
30th and longer anniversaries	$25 for each additional

Effective July 1, 2021, longevity for full-time and part-time employees will be based on the employee's date of hire for the City of Nashua rather than the date of hire for the Nashua Police Department. This will not be retroactive.

An employee is not eligible for this benefit if the following conditions apply:

1. If the employee is in layoff status;
2. If the employee is not currently employed by the Nashua Police Department;
3. If the employee is on long term disability;
4. If the employee is on an unpaid leave of absence.

According to the Fair Labor Standards Act, any longevity payments received by employees shall be added to their total annual wages for computation of overtime rates. Such overtime rates shall be effective January 1st of every year based on the amounts of longevity payments that will be received during the upcoming calendar year. If the employee does not receive a longevity payment during the calendar year, the appropriate adjustments will be made.

If employees retire, longevity payments will be pro-rated by month based on the actual length of service. Employees must work at least 15 calendar days in any month to receive credit for that month.

ARTICLE 36
BULLETIN BOARD

The Department shall maintain a bulletin board for the Union to post notices of Union appointments, elections, meetings, recreational and social affairs, or other Union-related matters. The location of the bulletin board will be agreed upon by management and the union. Said materials shall be posted in no other locations.

No other material or information shall be posted without approval by the Chief. Upon the Chief's written request, the Union shall promptly remove any material which is offensive or detrimental

to the Union/Management relationship. The Union will periodically, or upon the Chief's request, review all posted material and remove material which is no longer pertinent.

ARTICLE 37
PARTIAL INVALIDITY, SEPARABILITY, & COMPLIANCE WITH LAWS

Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, the parties shall attempt to agree upon a replacement for the affected provision. Such replacement provisions shall become effective immediately upon ratification according to the respective procedures and regulations of the parties and shall remain in effect for the duration of the Agreement.

In the event that any of the provisions of this Agreement shall be declared invalid or unenforceable by a court, board, or other appropriate authority, such invalidity or unenforceability shall not affect the remaining provisions thereof.

The parties agree that this Agreement is subject to all pertinent federal, state, and local laws and ordinances, as the same may be amended or enacted from time to time, and this Agreement shall be construed in accordance therewith, and the parties shall conform their conduct thereto.

ARTICLE 38
WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter referred to or covered in this Agreement.

Further, the parties, for the life of this Agreement, voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to reopen contract negotiations with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of any of the parties at the time this Agreement was negotiated or signed. The parties may, however, voluntarily agree to reopen contract negotiations on any subject at any time.

This Agreement contains all of the agreements and understandings between the parties; and supersedes all previous agreements and understandings, and no oral agreement or understanding survives the execution hereof.

ARTICLE 39
EDUCATIONAL REIMBURSEMENT

The Commission shall allocate an amount of $3,000 to spend on educational benefits (tuition reimbursement) per fiscal year effective July 1, 1999. Said amount is on a first come, first serve basis. Once the $3,000 cap is expended, the educational benefit (tuition reimbursement) is no longer available.

A. The maximum amount the department will pay per class is $400.

B. Only one class will be reimbursed per school term.

C. The Commission shall reimburse employees 100% of the tuition costs for one course successfully completed during the academic term for a degree- or certificate-related program under the following conditions.

1. The course selected by the employee must be part of a degree or certificate program and approved by the Chief or his designee prior to enrollment;

2. The course must be taken at an accredited college or university;

3. The employee must receive a passing grade of "C" (or its equivalent) or better;

4. The degree or certificate program must be job-related. The final decision of whether or not the degree or certificate program is job-related shall be determined solely at the discretion of the Chief.

D. Below are acceptable examples which may be considered job-related. The list is considered a partial listing only.

Business Administration	*Business Management*	*Computer Science*
Secretarial Science	*Paralegal Studies*	

E. This article shall not be subject to the grievance procedure.

ARTICLE 40
EMERGENCY LEAVE/PERSONAL TIME

EMERGENCY LEAVE:

Definition:

Emergency Leave is defined as set forth in Nashua Police Department Rules and Regulations.

Regular Full-Time Employees:

For the purpose of this Article the words "***emergency leave***" means time when an employee is excused from active duty for emergency reasons. Said time is deducted from the employee's accumulated sick leave. If no sick leave is available, the employee is not eligible to receive an emergency leave day.

Regular Part-Time Employees:

For the purpose of this Article the words "***emergency leave***" means a normal workday, when an employee is excused from active duty for emergency reasons. Said time is deducted from the employee's yearly sick leave balance. If no sick leave is available, the employee is not eligible to receive an emergency leave day. Only upon the discretion of the Chief of Police (or the Deputy Chief of Operations in his absence) will a part-time employee be allowed to take a day off for emergency leave without pay.

Approval of Leave:

With prior approval and at the discretion of the Chief of Police or his designee, Emergency Leave may be granted to employees. The appropriate form will be completed by the supervisor or employee. The form will be forwarded to the Financial Services Division for deduction purposes.

Extensions of Emergency Leave:

An employee may be granted an extension beyond the 8-hours of emergency leave up to two (2) weeks at the sole discretion of the Chief of Police. Any requests for extensions shall be in writing on the appropriate form and shall set forth in detail the reasons therefor.

Disputes:

Disputes concerning emergency leave shall not be subject to the Grievance Procedure.

PERSONAL TIME:

Definition:

Personal Time is defined as a special situation that arises that is not considered as any other type of leave contained within this bargaining agreement such as a Personal Day, family medical leave, etc.

At any one time the minimum time allowed will be 30 minutes, and the maximum time allowed is eight hours. Such time shall not exceed 16 hours in any calendar year, and shall be deducted from the employee's accumulated sick leave. If no sick leave is available, the employee is not eligible to receive Personal Time.

Requesting Personal Time:

In writing on the appropriate Department form, employees will be allowed to formally request Personal Time off during their workday. On the form, the employee is required to specify the reason(s) for the Personal Time.

Approval of Personal Time:

With prior approval and at the discretion of the Chief of Police or his designee, Personal Time may be granted to employees. The form will be forwarded to the Financial Services Bureau for deduction purposes.

Use with other leave:

Personal time may be used in conjunction with lunch breaks upon approval of the member's supervisor.

Disputes:

Disputes concerning Personal Time shall not be subject to the Grievance Procedure.

ARTICLE 41
TEAMSTERS D.R.I.V.E.

The City agrees to a D.R.I.V.E. check-off for members. Upon written authorization by the members, the City shall deduct certain amounts as specified by the member on a bi-weekly basis and remit same on a bi-weekly basis to the Local Union's D.R.I.V.E. account. The name of such fund is Granite State Teamsters' D.R.I.V.E. Where laws require written authorization by the employee, such authorization is to be furnished in the form required. The necessary forms for authorizing this deduction and for remitting deductions to the Union will be furnished by the Union. No unlawful deductions shall be made.

ARTICLE 42
CREDIT UNION

The City agrees to direct deposit for the Local Union's Credit Union (known as the New England Teamsters Federal Credit Union), any amount on a weekly basis, authorized by the member to be remitted on a monthly basis no later than the 20th of the month. Where laws require written authorization by the employee, same is to be furnished in the form required. Forms necessary for written authorization by members that are necessary for remitting deposits to the Union's credit union will be supplied by the Union. No deductions shall be made which are prohibited by applicable law.

ARTICLE 43
TERM OF AGREEMENT

This Agreement shall remain in full force and effect from midnight, July 1, 2014, until midnight, June 30, 2017.

Any party intending to alter or modify this Agreement or negotiate a successor agreement hereto, shall give notice to the other party of such intention at least one-hundred and twenty (120) days prior to the expiration date hereof, after which the parties shall forthwith arrange to commence collective bargaining negotiations.

This Agreement is dated _____, 2017.

NASHUA BOARD OF POLICE COMMISSIONERS	TEAMSTERS LOCAL 633 & NPD CIVILIAN EMPLOYEES
_____	_____
_____	_____
_____	_____

WITNESSES:

R-20-059

RESOLUTION

AUTHORIZING THE SALE OF CITY REAL PROPERTY LOCATED AT 141-143 BURKE STREET (MAP 11, LOT 158) TO BURKE STREET NASHUA, LLC

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED *by the Board of Aldermen of the City of Nashua* that the Mayor is hereby authorized to enter into a Purchase and Sale Agreement, substantially similar to the attached, for the sale of City real property at 141-143 Burke Street (Map 11, Lot 158). The purchase price for the property is three million six hundred and fifty thousand dollars ($3,650,000).

FURTHER RESOLVED *by the Board of Aldermen of the City of Nashua* that the Mayor, with the assistance of the Office of Corporation Counsel, is authorized to prepare and execute all necessary documents related to the Purchase and Sale Agreement.

LEGISLATIVE YEAR 2020

RESOLUTION: **R-20-059**

PURPOSE: **Authorizing the sale of City real property located at 141-143 Burke Street (Map 11, Lot 158) to Burke Street Nashua, LLC**

ENDORSERS: **Mayor Jim Donchess**

COMMITTEE ASSIGNMENT: Committee on Infrastructure
Nashua Planning Board

FISCAL NOTE: **The purchase of this building and land was funded through R-15-172. (Authorizing the acquisition of property at 141-143 Burke Street, Tax Map 11, Lot 158, for a purchase price of $4,200,000). Proceeds from this sale must be spent within 24 months of receipt as prescribed in the bond spending and arbitrage requirements rule.**

ANALYSIS

This resolution authorizes the Mayor to enter into a Purchase and Sale Agreement with Burke Street Nashua, LLC and sell City-owned real property located at 141-143 Burke Street. The sale price is $3,650,000. The City acquired the property in 2015 with the intent it would be used by the Department of Public Works (DPW) (R-15-172). At the Board of Public Works meeting of July 30, 2019, the Board voted unanimously to transfer to the Board of Aldermen the jurisdiction for 141-143 Burke Street, Map 11, Lot 158 (excluding new Map 11, Lot 161, 2.5 acres subdivided from the original parcel purchased by the City which is being retained for DPW).

Charter §77 provides that the Planning Board "shall review and make recommendations to the mayor and board of aldermen on all locations for proposed municipal building and facilities, including educational, [and] on the purchase and sale of any land by the city."

Approved as to form: **Office of Corporation Counsel**

By: /s/ Celia K. Leonard

Date: August 5, 2020

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement"), is made as of _____, 2020 (the "Effective Date"), by and between **Burke Street Nashua, LLC,** a _____ limited liability company with an address at 124 Joliette Street, Manchester, NH 03102 ("Purchaser") and the **City of Nashua**, New Hampshire municipal with an address of 229 Main Street, Nashua, NH 03060 ("Seller").

1. PURCHASE AND SALE.

Seller shall sell and convey to Purchaser, and Purchaser shall purchase from Seller, in accordance with and subject to the provisions, terms and conditions of this Agreement, the following:

(a) Premises. That certain parcel of land known as 141 Burke Street, Nashua, NH, together with all rights, privileges, easements and other rights appurtenant to such land, and as more particularly described in Exhibit A attached hereto (collectively, the "Premises");

(b) Improvements. Together with all other structures and improvements located on the Premises, including, without limitation, all fixtures belonging to the Seller and used in connection therewith and all construction supplies and materials on site at the Premises, if any (the "Improvements" and together with the Premises, the "Property");

2. PURCHASE PRICE.

The "Purchase Price" to be paid by Purchaser to Seller for the Property shall be $3,650,000.00, payable as follows:

(a) Simultaneously with the execution of this Agreement, Purchaser shall deliver a deposit of $25,000.00 to the City of Nashua (the "Initial Deposit") to be applied against the Purchase Price. The Initial Deposit is nonrefundable;

(b) Within 2 days after the expiration of the Due Diligence Period (as defined below) an additional deposit of $100,000 to be held by Sheehan, Phinney, Bass and Green (the "Escrow Agent"), in a non- interest bearing account and applied against the Purchase Price or otherwise disbursed according to the terms and conditions of this Agreement (the "Second Deposit," together with the Initial Deposit, the "Deposit"); and

(c) The balance of the Purchase Price, shall be payable by Purchaser to Seller at closing of title, subject to the adjustments provided for herein, by wire transfer of immediately available funds.

3. CLOSING DATE.

The delivery of the deed and the closing of title (the "Closing" or the "Closing Date") shall take place at the offices of Escrow Agent, or such other place and time as the parties may agree, no later than that date which is 30 days after the expiration of the Due Diligence Period, but in no event no later than December 31, 2020. TIME IS OF THE ESSENCE with respect to the Closing Date and all other dates for performance set forth in this Agreement. If the Purchaser requests an extension of the Closing Date in order to perform its obligations, a monthly payment of $10,000 shall be paid to the Seller which payment will be non-refundable and will not be credited to the purchase price. If the Closing Date is extended for any other reason, no additional payment shall be required.

4. USE OF MONEY TO CLEAR TITLE.

To enable Seller to make conveyance as herein provided, Seller may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that such encumbrances shall be discharged out of the closing funds, or, in the case of any mortgage or other security instrument held by an institutional lender, shall be paid off pursuant to written instructions from the holders of such encumbrances (a) setting forth the amount due as of the Closing Date with a per diem interest amount, (b) providing wiring instructions for payment of such amount to such holder and (c) confirming that the holder will execute and deliver discharges of such encumbrances upon receipt of the amount due.

5. EXAMINATION OF TITLE.

The cost of examination of title shall be borne by Purchaser. During the Due Diligence Period, Purchaser may conduct such investigations of the condition of title to the Property, including such title searches and land title surveys as Purchaser shall elect to perform (the "Title Examination"). Purchaser shall notify Seller in writing on or before 5:00 p.m. on the last day of the Due Diligence Period of any Title Objections (the "Title Notice"). As used herein, Purchaser's "Title Objections" may include any defects, exceptions, encumbrances to Seller's title to the Property, and may include both monetary encumbrances and non-monetary encumbrances. Seller shall have 10 days (the "Cure Notice Period") after the timely receipt of a Title Notice to give Purchaser written notice ("Cure Notice") as to which, if any, Title Objections Seller agrees to cure on or before the Closing Date (the "Cured Title Objections"). If Seller does not give a Cure Notice within such period, Seller shall be deemed to have elected not to cure any of the Title Objections, and in that event, or if Seller gives Purchaser a Cure Notice within such period but does not agree therein to cure all Title Objections, then Purchaser may elect to terminate this Agreement by giving Seller written notice of such election prior to the Closing Date. If Purchaser so elects, then this Agreement shall terminate as of the date of Purchaser's termination notice, whereupon the Second Deposit shall be promptly returned to Purchaser by Escrow Agent, and this Agreement shall become void and without recourse to the parties hereto. In any event, Seller shall cause all monetary encumbrances reported in the Title Notice to be discharged, terminated or otherwise removed from the title to pursuant to Section 4. If Seller fails to remove or cure any such non-monetary encumbrances for which Seller is

responsible under the Cure Notice on or before the Closing, Purchaser shall have the option of either terminating this Agreement by written notice to Seller and or proceeding to Closing without any deduction, reduction or offset in the Purchase Price, except to pay any monetary liens encumbering the Premises. If Purchaser terminates this Agreement as a result of Seller's failure to cure any matter set forth in the Cure Notice, the Second Deposit shall be promptly returned to Purchaser.

6. TRANSFER TAXES; ADJUSTMENTS.

Pursuant to statute, Seller is exempt from New Hampshire Real Estate Transfer Tax. Purchaser shall pay Purchaser's portion of the New Hampshire Real Estate Transfer Tax imposed on the transaction contemplated by this Agreement. Sewer liens or any other governmental lien or assessment and use taxes will be apportioned in accordance with standard conveyancing practice in New Hampshire. Should any tax, assessment or rate be undetermined on the Closing Date, the last determined tax, assessment or rate shall be used for the purpose of the apportionment; provided, however, at Closing the parties shall enter into an agreement to adjust said apportionment between them upon issuance of the final tax bill for the tax period in which the Closing occurs. All revenues and expenses, including, but not limited to, installment payments of special assessment liens, utility charges, reimbursement of maintenance and repair expenses and normally prorated operating expenses billed or paid as of the Closing Date shall be prorated as of the Closing. Gas, electricity, water, sewer and other utility charges for which Seller is responsible, if any, and such charges shall be apportioned at Closing on the basis of the most recent meter reading occurring prior to the Closing. Any other operating expenses and other items pertaining to the Property which are customarily prorated between a buyer and seller in the area where the Property is located, such as costs arising from any service contracts assumed by Purchaser, shall be apportioned in accordance with such local customs.

7. INSURANCE AND RISK OF LOSS.

All risk of loss until recordation of deed required herein, whether in whole or in part, shall be borne by the Seller.

8. POSSESSION.

Full possession of the Property, shall be delivered on the Closing Date, the Property to be then in the same condition as it is now, except for reasonable use and wear or as otherwise expressly stated herein.

9. SALE "AS-IS"; REPRESENTATIONS AND WARRANTIES.

The Property shall be sold and conveyed strictly on an "as is", "where is" and "with all defects" basis and, except as otherwise expressly stated herein, without representation, warranty or covenant, express, implied or statutory, of any kind whatsoever, including, without limitation, representation, warranty or covenant as to condition (environmental or otherwise), past or present use, investment potential, tax ramifications or consequences, income, compliance with law, suitability for any particular purpose, all of which are hereby expressly disclaimed. Without

limiting the generality of the foregoing, Purchaser acknowledges that, except as otherwise expressly stated herein, Seller has made no representations, warranties or covenants as to the compliance of the Property with any federal, state, municipal or local statutes, laws, rules, regulations or ordinances, including, without limitation, those pertaining to land use, zoning, lead paint, urea formaldehyde, asbestos, environmental conditions, hazardous or toxic wastes or substances, pollutants, contaminants, other environmental matters or any other matter. Purchaser further agrees, acknowledges and represents that Purchaser is entering into this Agreement and shall perform all of its obligations hereunder and consummate the transaction contemplated by this Agreement solely in reliance on and as a result of Purchaser's own investigations and efforts (including Purchaser's inspection of the Property and such other investigations, examinations and inspections as Purchaser has chosen to make or has made) and the representations of Seller herein and at Purchaser's sole risk, cost and expense, including, without limitation, the risk that Purchaser's inspection of the Property and such other investigations, examinations and inspections may not reveal any or all adverse or existing conditions, aspects or attributes of the Property. Purchaser acknowledges that Seller has afforded Purchaser the opportunity for full and complete investigation, examination and inspection of the Property pursuant to this Agreement. Purchaser acknowledges that this paragraph was a negotiated part of this Agreement and serves as an essential component of consideration for the same. It is acknowledged that Seller will deliver to Purchaser various information and documentation relating to the Property, including Seller's Property Documentation (as such term is defined below), without representations and warranties of any kind, except as set forth herein. The provisions of this Section 9 shall survive the Closing and the delivery of the Deed or any expiration or termination of this Agreement.

(a) Notwithstanding the forgoing, Seller makes the following express representations and warranties to Purchaser, and agrees with Purchaser that all such representations and warranties shall be true and accurate on the date of this Agreement and on the Closing Date:

(i) Seller has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder.

(ii) The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder will not conflict with, or result in a breach of, any of the terms, covenants and provisions of any agreement or instrument to which Seller is a party or by which Seller is bound.

(iii) Seller has not received any notices of any violations of federal or state law or municipal ordinances, orders or requirements issued by any governmental department having authority as to use and operations, lands, health or environmental conditions affecting the Property.

(iv) There are no actions, suits or proceedings pending or, to the best of Seller's knowledge, threatened against or affecting Seller or the Property, at law or in equity or before any federal, state, municipal or governmental department, commission, board, bureau, agency or instrumentality (including but not limited to zoning changes, and proceedings related to

hazardous waste, harmful substances or the environment) regarding the Premises.

(v) There are no leases, licenses, occupancy or related agreements or tenancies (written or unwritten) affecting the Property except those in the public record.

(vi) To Seller's knowledge, there are no taxes, charges or assessments of any nature or description arising out of the ownership or operation of the Property which would constitute a lien against the Property and that will be unpaid at the Closing Date or not paid from the Seller's closing proceeds, except for the lien of ad valorem property taxes for the year in which the closing occurs.

(vii) To Seller's knowledge, Seller has provided Purchaser with all material and relevant facts and information pertaining to the Property that Seller has in its possession and has made no misrepresentation or errors in any materials pertaining to the Property.

(b) Purchaser makes the following representations and warranties to Seller, and agrees with Seller that all such representations and warranties shall be true and accurate on the date of this Agreement and on the Closing Date:

(i) Purchaser has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder.

(ii) The execution and delivery of this Agreement and the performance by Purchaser of its obligations hereunder will not conflict with, or result in a breach of, any of the terms, covenants and provisions of any agreement or instrument to which Purchaser is a party or by which Purchaser is bound.

(iii) No consent, approval, waiver, authorization or novation is required to be obtained by Purchaser from, and no notice or filing is required to be given by, Purchaser to, any governmental entity or other person or entity in connection with the consummation of the transactions contemplated hereby or the execution, delivery and performance by Purchaser of this Agreement and each of the documents to be executed by Purchaser pursuant to this Agreement.

(c) The representations and warranties set forth in this Article 9 shall survive the Closing and shall not be merged with the execution and delivery of the Deed and other closing documents hereunder.

10. **DEFAULT.**

(a) Default by Purchaser: If Purchaser shall fail to timely close on the Closing Date due to a breach of any material term of this Agreement, then Seller, as its sole and exclusive remedy for Purchaser's default, shall be entitled to obtain from the Escrow Agent and retain the Deposit as reasonable liquidated damages.

(b) Default by Seller: If Seller shall materially default in the performance of Seller's obligations under this Agreement, Purchaser shall have the option of terminating this Agreement and requiring the Escrow Agent to return the Second Deposit to Purchaser, and pursuing an action for specific performance. In the event Purchaser elects to pursue an action for specific performance for a breach of this Agreement by Seller, Purchaser shall be entitled to collect as damages for such breach the reasonable cost of such action for specific performance if Purchaser obtains an injunction ordering specific performance of this Agreement from a court of competent jurisdiction.

11. **BROKERS.**

Each party represents to the other that no broker or agent has brought about this sale on its behalf. Each party hereby indemnifies and holds harmless the other party from any demand, action, claim or suit by any person claiming a fee or commission through Seller or Purchaser as a result of this sale. The indemnification provisions of this Section 11 shall survive the Closing.

12. **ACCESS.**

During the Due Diligence Period, Purchaser shall have the right to enter onto the Property with prior approval of Seller (for inspection, testing, survey, engineering, and permitting); provided, however, Purchaser shall not perform any invasive testing without having obtained Seller's prior written approval. Seller shall reasonably cooperate with Purchaser's due diligence efforts, provided that such cooperation shall not cause Seller to incur any expenditure (unless Purchaser reimburses Seller in advance for any such expenses). Purchaser understands and agrees that any on-site inspections of the Property shall be conducted during normal business hours unless otherwise approved by Seller and, at Seller's option, in the presence of Seller or its representative. Prior to Purchaser or any such other party entering the Property in the exercise of the access rights hereunder, Purchaser shall have procured comprehensive public liability insurance in an amount of not less than $1,000,000.00 per occurrence. Purchaser agrees to defend, indemnify against, and hold Seller harmless from any actions, causes of action, losses, claim, liabilities, costs, expenses (including reasonable attorneys' fees actually incurred), damages or injuries arising out of or resulting from the inspection of the Property by Purchaser or its agents or representatives. Notwithstanding anything to the contrary in this Agreement, such obligation to defend, indemnify, and hold harmless Seller and the other obligations of Purchaser under this paragraph shall survive any termination of this Agreement or the Closing.

13. **DUE DILIGENCE.**

During the period that begins on the Effective Date and ends on the later of 45 days thereafter or November 12, 2020 (the "Due Diligence Period"), Purchaser may perform, at Purchaser's sole cost and expense, an evaluation of the Property including:

(a) An appraisal and site assessment, investigations, inspections, and review of use, zoning, permitting, engineering, wetlands, ledge, access and other construction issues;

(b) Whatever non-invasive environmental inspection of the Property that Purchaser may desire, in its sole discretion and at Purchaser's sole cost and expense, including a Phase I environmental site assessment; and

(c) Any other items that Purchaser considers necessary and appropriate to evaluate the Premises and the suitability of the Premises for use by Purchaser.

14. **CLOSING.**

(a) Seller's Closing Deliveries. On the Closing Date, Seller shall deliver or cause to be delivered each of the following items to Purchaser:

(i) Duly executed and acknowledged quit claim deed in the statutory form (the "Deed") conveying the Property to Purchaser;

(ii) Certificate of non-foreign status from Seller;

(iii) Customary affidavits sufficient for the title company issuing a title insurance policy to Purchaser (the "Title Company") to confirm the absence of (i) parties in possession under unrecorded leases or similar agreements, and (ii) mechanic's or materialmen's liens affecting the Premises;

(iv) Evidence reasonably satisfactory to Purchaser and the Title Company of Seller's authority to convey the Property pursuant to this Agreement in form and substance reasonably satisfactory to Purchaser and the Title Company;

(v) A counterpart executed original of the closing statement setting forth the Purchase Price, the closing adjustments and the application of the Purchase Price as adjusted (the "Closing Statement");

(vi) All books, records, plans, specifications, contracts, agreements and other instruments or documents to the extent reasonably requested by Purchaser and in the possession of Seller related to the operation and maintenance of the Property;

(vii) Keys to all locks on the Property in Seller's possession or control, if any;

(viii) Such other instruments as Purchaser may reasonably request to effectuate the transaction contemplated by this Agreement without additional liability or expense to Seller.

(b) Purchaser's Closing Deliveries. On the Closing Date, Purchaser shall deliver or cause to be delivered each of the following to Seller:

(i) A counterpart executed original of the Closing Statement;

(ii) The balance of the Purchase Price, payable in accordance with Section 2 hereof;

(iii) A certificate updating Purchaser's representations and warranties under Section 10; provided any updates set forth therein which either are permitted or contemplated by this Agreement and are not materially adverse to Seller are herein collectively called "Purchaser Permitted Changes";

(iv) Such other instruments as Seller may reasonably request to effectuate the transaction contemplated by this Agreement without additional liability or expense to Purchaser.

15. **NOTICES.**

Any notice required under this Agreement shall be sufficient only if in writing and delivered (a) by certified mail postage prepaid, (b) by nationally-recognized overnight express mail service, or (c) by e-mail, to a party at its address set forth below:

If to Seller:

cummmingst@nashuanh.gov
and
leonardc@nashunh.gov

If to Purchaser:

John R. Allard
john@allardventures.com
and
jdibrigida@sheehan.com

16. **SUCCESSORS AND ASSIGNS.**

Purchaser may assign its rights, duties and obligations hereunder prior to the Closing to an entity under common control with Purchaser. No other assignment shall be permitted without Seller's consent, which consent may be withheld in Seller's sole discretion. This Agreement and the rights, duties and obligations of the parties hereunder shall apply to and bind the heirs, executors, administrators, trustees, legal representatives, successors and assigns of the respective parties.

17. **ENTIRE AGREEMENT; AMENDMENT.**

This Agreement (including any exhibits or schedules, as the same may be amended, referred to in the body of this Agreement which are attached hereto and made a part hereof) constitutes the entire agreement and understanding between the parties with respect to the purchase and sale of the Property, and no oral statements or promises and no understanding not embodied in this Agreement shall be of any effect whatsoever. Any modification shall be valid only if in agreed upon by Purchaser and Seller in writing.

18. **CAPTIONS.**

The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of it provisions.

19. **COUNTERPARTS.**

This Agreement may be executed in multiple counterparts, all of which taken together shall constitute a single agreement.

20. **GOVERNING LAW.**

This Agreement shall be deemed a contract made under and interpreted by the laws of the State of New Hampshire.

21. **DUTIES OF ESCROW AGENT.**

The Second Deposit shall be held in an interest bearing account by the Escrow Agent, and shall be credited towards payment of the Purchase Price at Closing or otherwise disbursed according to the terms of this Agreement. In its capacity as escrow agent, Escrow Agent shall have only those duties and obligations as are expressly set forth herein. No implied duties or obligations shall be read into this Agreement against Escrow Agent. Except as explicitly stated herein, Escrow Agent shall be under no obligation to refer to any other documents between or among Purchaser and Seller or otherwise related to the Property or the transaction contemplated hereunder. Escrow Agent shall not be liable to either party or any other person on account of any error of judgment, any act done or stop taken or omitted in good faith, any mistake of fact or law, or anything else Escrow Agent may do or refrain from doing in connection herewith, unless

caused by or arising out of actual and intentional misconduct, willful disregard of this Agreement or gross negligence on the part of the Escrow Agent. Escrow Agent shall be entitled to rely, and shall not be subject to any liability in acting in reliance, upon any writing furnished to Escrow Agent by either party, and shall be entitled to treat as genuine and as the document which it purports to be, any letter, paper or other document furnished to Escrow Agent in connection with this Agreement. Escrow Agent further may rely on any affidavit of either Party or any other person as to the existence and accuracy of any facts stated therein to be known by the affiant. In the event of any dispute relative to the deposit monies held in escrow, the Escrow Agent may, in its sole discretion, pay such deposit monies with the clerk of any court with competent jurisdiction, with notice to the parties hereto at the addresses recited hereinabove, and thereupon the Escrow Agent shall be discharged from its obligations as recited herein, and each party to this Agreement shall thereafter hold the Escrow Agent harmless in such capacity. Both parties hereto agree that the Escrow Agent may (a) deduct the administrative cost of opening, maintaining and closing the said escrow account from the deposit monies before disbursing any of said monies, and (b) deduct the cost of bringing such Interpleader action, from the deposit monies held in escrow prior to the forwarding of the same to the Clerk of such Court. Purchaser and Seller shall jointly and severally defend, indemnify and hold Escrow Agent for solely for its actions as escrow agent under this Agreement harmless from and against any and all losses, liabilities, damages, costs, expenses or claims incurred by Escrow Agent in the performance of its duties as escrow agent under this Agreement, except only to the extent caused by the Escrow Agent's intentional misconduct, bad faith, willful disregard of its obligations hereunder or gross negligence. As between themselves, each party shall be responsible for one-half of the total costs incurred in connection with such indemnity, and each shall have the right of contribution from the other to the extent necessary to achieve such allocation.

22. **PURCHASER FINANCING.**

Purchaser's satisfaction of its obligations under this Agreement shall be contingent upon obtaining financing upon terms acceptable to Purchaser; provided, however, that Purchaser shall comply with the following:

(a) Within 5 business days of the execution of this Agreement, Purchaser shall provide Seller with a written financing plan with a detailed timeline on how Purchaser plans to close the transaction. Failure to provide such a plan or failure to follow the plan as presented to Seller will constitute waiver of any financing contingency and failure to close due to financing will be considered a default of the Agreement.

(b) Purchaser shall receive a written commitment to be able to proceed with the transaction as described in this Agreement from a lending institution on terms and conditions acceptable to the Purchaser in the Purchaser's sole discretion, on or before 5:00 p.m. on the last day of the Due Diligence Period.

23. **CASUALTY.**

If the Property or any material part thereof is materially damaged or destroyed by fire or other casualty, then Purchaser may terminate this Agreement and the Second Deposit shall be returned to Purchaser.

24. **TAKING.**

If the Property or any material part thereof (including access and casements on which the Property depends) is taken by condemnation or eminent domain prior to the Closing, or comes under bona fide threat of such a taking, the Purchaser may terminate this Agreement and the Second Deposit shall be returned to Purchaser.

25. **CALCULATION OF TIME PERIODS.**

If the day specified hereunder for any event or the last day of any period of time provided for hereunder shall be a Saturday, Sunday, legal holiday for national banks in the location where the Property is located or day on which the Hillsborough County Registry of Deeds is closed, such day or period shall be extended to the next day which is none of the foregoing. The last day or period of time provided for hereunder shall be deemed to end at 5:00 pm in the location where the Property is located.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

Executed as of the Effective Date.

PURCHASER:
Burke Street Nashua, LLC

By:_____
Name:
Title:

SELLER:
City of Nashua

By:_____
Name: James W. Donchess
Title: Mayor

EXHIBIT A

A certain parcel of land located in the City of Nashua, Hillsborough County, State of New Hampshire known as 141 Burke Street and more specifically shown as Proposed Lot 158, consisting of 27.101 acres, on a plan entitled "Subdivision Plan (Map 11, Lot 158) 141-143 Burke Street, Nashua, New Hampshire" prepared by Hayner Swanson, Inc., dated April 19, 2019, and recorded as Plan #40222 in the Hillsborough County Registry of Deeds.

R-20-060

RESOLUTION

RELATIVE TO THE APPROVAL OF THE PURCHASE OF ONE TRANSIT VAN FROM THE CAPITAL EQUIPMENT REPLACEMENT FUND (CERF) DURING FY2021

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED *by the Board of Aldermen of the City of Nashua* that one transit van in the amount of $123,521 can be purchased from the Capital Equipment Replacement Fund during FY2021.

LEGISLATIVE YEAR 2020

RESOLUTION: **R-20-060**

PURPOSE: **Relative to the approval of the purchase of one transit van from the Capital Equipment Reserve Fund (CERF) during FY2021**

ENDORSER(S): **Mayor Jim Donchess**

COMMITTEE ASSIGNMENT: **Budget Review Committee**

FISCAL NOTE: **Addition to FY2021 CERF planned purchases in the amount of $123,521**

ANALYSIS

This resolution approves the purchase of one transit van from the Capital Equipment Reserve Fund (CERF) during FY2021. The van was totaled on April 30, 2020. The Risk Management Department reimbursed the City General Fund $63,865 for the loss in July, 2020. A supplemental appropriation to the Capital Equipment Reserve Fund in the amount of $63,865 has been submitted under R-20-061, pending a public hearing and approval by the Board of Aldermen. This item was not listed as a planned CERF replacement purchase in the FY2021 budget.

NRO 5-127.1 states that annually, as part of the budget resolution, the Board of Aldermen will approve the proposed equipment to be purchased through the Capital Equipment Reserve Fund during the budget year under review. Any other requests to use funds from CERF must be approved by the Board of Aldermen.

Approved as to account structure, numbers and amount: **Financial Services Division**

By: /s/John L. Griffin

Approved as to form: **Office of Corporation Counsel**

By: /s/Celia K. Leonard

Date: August 5, 2020

R-20-061

RESOLUTION

RELATIVE TO THE SUPPLEMENTAL APPROPRIATION OF $63,865 OF UNANTICIPATED REVENUE INTO FUND #7026 "CAPITAL EQUIPMENT RESERVE FUND"

In the Year Two Thousand and Twenty

RESOLVED *by the Board of Aldermen of the City of Nashua* to appropriate $63,865 of FY2021 unanticipated revenue from Department #118 "General Government", Account #45690 "Insurance Reimbursements" into Fund #7026 "Capital Equipment Reserve Fund".

LEGISLATIVE YEAR 2020

RESOLUTION: R-20-061

PURPOSE: **Relative to the supplemental appropriation of $63,865 of FY2021 unanticipated revenue into Fund #7026 "Capital Equipment Reserve Fund"**

SPONSOR(S): **Mayor Jim Donchess**

COMMITTEE ASSIGNMENT: Budget Review Committee

FISCAL NOTE: **This resolution will reduce FY2021 year-end General Fund surplus.**

ANALYSIS

This resolution appropriates $63,865 of FY2021 unanticipated revenue into the Capital Equipment Reserve Fund. The unanticipated revenue was generated by an insurance reimbursement for the loss of a transit van. A new van will need to be purchased from the Capital Equipment Reserve Fund. Approval of this purchase has been submitted on R-20-060 pending approval by the Budget Committee and the Board of Aldermen.

Charter Sec. 53 permits specific non-budget, supplementary appropriations. There should be notice and a public hearing. A two-thirds vote is required under Charter Sec. 56-b for an item or amount not in the mayor's budget. A roll call is required under Charter Sec. 49.

Approved as to account structure, numbers, and amount: **Financial Services Division**

By: /s/John L. Griffin

Approved as to form: **Office of Corporation Counsel**

By: /s/Celia K. Leonard

Date: August 5, 2020

RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF $37,903 FROM THE UNITED STATES DEPARTMENT OF JUSTICE INTO POLICE GRANT ACTIVITY- "2019 JUSTICE ASSISTANCE GRANT (MULTI-JURISDICTIONAL)"

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED *by the Board of Aldermen of the City of Nashua* that the City of Nashua and the Nashua Police Department are authorized to accept and appropriate the sum of $37,903 from the United States Department of Justice into Police Grant Activity - "2019 Justice Assistance Grant (Multi-Jurisdictional)" for the purpose of purchasing equipment, training and/or funding overtime. No matching funds are required for this grant.

LEGISLATIVE YEAR 2020

RESOLUTION: **R-20-062**

PURPOSE: **Relative to the acceptance and appropriation of $37,903 from the United States Department of Justice into Police Grant Activity - "2019 Justice Assistance Grant (Multi-Jurisdictional)"**

SPONSOR(S): **Mayor Jim Donchess**

COMMITTEE ASSIGNMENT: **Human Affairs Committee**

FISCAL NOTE: Fiscal impact is a $37,903 grant to the City to be used for a specific purpose. This grant does not cover the City's cost of the wage driven benefits (i.e. pension costs social security, and Medicare) associated with overtime costs. The wage driven benefits will be funded through the Police Department's operating budget.

ANALYSIS

This resolution authorizes the City of Nashua and the Nashua Police Department to accept and appropriate $37,903 from the United States Department of Justice into Police Grant Activity "2019 Justice Assistance Grant (Multi-Jurisdictional)" for the purpose of purchasing equipment, training and/or funding overtime. No matching funds are required for this grant.

Approved as to account number and/or structure, and amount: **Financial Services Division**

By: /s/John L. Griffin

Approved as to form: **Office of Corporation Counsel**

By: /s/Celia K. Leonard

Date: August 5, 2020

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Grant

1 RECIPIENT NAME AND ADDRESS (Including Zip Code)
City of Manchester
One City Hall Plaza
Manchester, NH 03101

4 AWARD NUMBER: 2019-DJ-BX-0524

5 PROJECT PERIOD: FROM 10/01/2018 TO 09/30/2022
BUDGET PERIOD: FROM 10/01/2018 TO 09/30/2022

6 AWARD DATE 09/25/2019

7. ACTION Initial

2a. GRANTEE IRS/VENDOR NO.
026000517

8. SUPPLEMENT NUMBER
00

2b. GRANTEE DUNS NO
604507046

9 PREVIOUS AWARD AMOUNT $ 0

3 PROJECT TITLE
2019 JAG for Manchester, Nashua, and Hillsborough County

10 AMOUNT OF THIS AWARD $ 202,001

11 TOTAL AWARD $ 202,001

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S)

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY19(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a).

14 CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.738 - Edward Byrne Memorial Justice Assistance Grant Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

16 TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

17. SIGNATURE OF APPROVING OFFICIAL

GRANTEE ACCEPTANCE

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

Joyce Craig
Mayor

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Joyce Craig

19A. DATE 9/30/19

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

21 UDJUGT0748

FISCAL YEAR	FUND CODE	BUD ACT.	OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	DJ	80	00	00		202001

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE

OJP FORM 4000/2 (REV. 4-88)

ted below are all jurisdictions in the state that are eligible for FY 2019 JAG funding, as determined by the JAG formula. For additional details garding the JAG formula and award calculation process, with examples, please refer to the JAG Technical report here: https://www.bja.gov/Jag/pdfs/JAG-Technical-Report.pdf and current JAG Frequently Asked Questions here: https://www.bja.gov/Funding/JAGFAQ.pdf.

Finding your jurisdiction:

(1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county.

(2) Direct allocations are listed alphabetically below the shaded, disparate groupings.

(3) Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: https://www.bja.gov/Funding/JAGMOU.pdf. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Jurisdiction Type	Direct Allocation	Joint Allocation
NH	BELKNAP COUNTY	County	*	
NH	LACONIA CITY	Municipal	$15,352	$15,352
NH	CHESHIRE COUNTY	County	*	
NH	KEENE CITY	Municipal	$12,855	$12,855
NH	HILLSBOROUGH COUNTY	County	*	
NH	MANCHESTER CITY	Municipal	$164,098	
NH	NASHUA CITY	Municipal	$37,903	$202,001
NH	MERRIMACK COUNTY	County	*	
NH	CONCORD CITY	Municipal	$23,065	$23,065
NH	ROCKINGHAM COUNTY	County	*	
NH	SALEM TOWN	Township	$10,284	$10,284
NH	STRAFFORD COUNTY	County	*	
NH	ROCHESTER CITY	Municipal	$27,693	$27,693

RESOLUTION

RELATIVE TO THE ACCEPTANCE AND APPROPRIATION OF THE SUM OF $37,500 FROM THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF SAFETY, "STATE HOMELAND SECURITY GRANT PROGRAM", INTO POLICE GRANT ACTIVITY, "2019 HOMELAND SECURITY GRANT PROGRAM"

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED *by the Board of Aldermen of the City of Nashua* that the City of Nashua and the Nashua Police Department are authorized to accept and appropriate the sum of $37,500 from the State of New Hampshire, Department of Safety, "State Homeland Security Grant Program", into Police Grant Activity "2019 Homeland Security Grant Program", for the purpose of purchasing night vision equipment. This funding shall be in effect through August 31, 2022. No local match is required.

LEGISLATIVE YEAR 2020

RESOLUTION: **R-2020-063**

PURPOSE: **Relative to the acceptance and appropriation of $37,500 from the State of New Hampshire, Department of Safety, "State Homeland Security Grant Program", into Police Grant Activity, "2019 Homeland Security Grant Program"**

SPONSOR(S): **Mayor Jim Donchess**

COMMITTEE ASSIGNMENT: **Human Affairs Committee**

FISCAL NOTE: Fiscal impact is a $37,500 grant to be used for a specific purpose.

ANALYSIS

This resolution authorizes the City of Nashua and the Nashua Police Department to accept and appropriate funds from the New Hampshire Department of Safety, State Homeland Security Grant Program for the purpose of purchasing night vision equipment. This funding shall be in effect through August 31, 2020. No local match is required.

Approved as to account structure, numbers, and amount: **Financial Services Division**

By: John L. Griffin

Approved as to form: **Office of Corporation Counsel**

By: Steven A. Bolton

Date: August 6, 2020

R-20-064

RESOLUTION

RELATIVE TO THE APPROPRIATION OF $99,800 FROM DEPARTMENT #194, "CONTINGENCY, ACCOUNT #70100 "GENERAL CONTINGENCY" INTO VARIOUS ACCOUNTS IN DEPARTMENT #107, "CITY CLERK"

CITY OF NASHUA

In the Year Two Thousand and Twenty

RESOLVED *by the Board of Aldermen of the City of Nashua* that $99,800 be transferred from Department #194, "Contingency", Account 70100 "General Contingency" and appropriated into the following accounting classification codes within Department #107 "City Clerk" for the purpose of funding a Right to Know/Records Management position.

ACCOUNTING CLASSIFICATION	AMOUNT
"51" – Salaries & Wages	$72,000
"52" – Fringe Benefits	27,200
"55" – Other Services	600
TOTAL:	**$99,800**

LEGISLATIVE YEAR 2020

RESOLUTION:	**R-20-064**
PURPOSE:	**Relative to the appropriation of $99,800 from Department #194, "Contingency", account #70100 "General Contingency" into various accounts in Department #107, "City Clerk".**
ENDORSER(S):	**Mayor Jim Donchess**
COMMITTEE ASSIGNMENT:	**Personnel/Administrative Affairs Committee**
FISCAL NOTE:	**Reduces the amount available in General Contingency. The current balance in General Contingency is $495,000. The There will be $395,200 of funds remaining upon passage of this resolution.**

ANALYSIS

This resolution authorizes the transfer of $99,800 from Account 70100 "General Contingency" into the City Clerk's Operating Budget for the purpose of funding a Right to Know/Records Management position.

Charter Sec. 53 permits the Board of Aldermen to transfer any unencumbered appropriation balance or any portion from one department, fund or agency to another.

NRO 5-130, H provides that "when proposed legislation to transfer or re-appropriate a particular appropriation or purpose thereof has had its first reading, such funds shall not be expended or transferred while the legislation is pending".

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Approved as to account structure, numbers and amount: **Financial Services Division**

By: John L. Griffin

Approved as to form: **Office of Corporation Counsel**

By: Steven A. Bolton

Date: August 6, 2020

ORDINANCE

SUPPLEMENTAL REQUIREMENTS RELATIVE TO FACE COVERINGS

CITY OF NASHUA

In the Year Two Thousand and Twenty

The City of Nashua ordains that the following supplemental regulations are in addition to the requirements of Ordinance O-20-018 and do not supersede them. Exceptions contained in O-20-018 apply to these requirements as well. For convenience the numbering sequence continues from that in O-20-018.

10. All businesses open to the public, including restaurants, retail stores, service providers, and places of amusement and recreation, and residential and commercial buildings of greater than two (2) units shall post at each public entrance a notice stating "FACE COVERINGS REQUIRED."

11. No business and no employee of any business shall provide goods or services to any person not complying with face covering requirements of this ordinance, O-20-018, or any other face covering requirements now in force or hereafter adopted. No business and no employee of any business shall permit a person to remain on its premises in violation of these requirements.

12. Persons engaged in utilizing cardio, strength training, and other gymnasium equipment may remove the mask during the actual use of such equipment provided a distance of six (6) feet from any other person is maintained.

13. Persons at places of amusement, including bingo halls, bowling alleys, charitable gaming facilities, and similar places where food and drink is served secondarily to the main activity may remove face covering while actually engaged in eating or drinking and not at other times.

14. Section 3 of O-20-018 shall apply to indoor dining as well as outdoor dining.

15. Persons receiving personal care services including hair cutting and other hair treatment, facials, tattooing, piercing, and similar services, may remove face covering during any limited period during which the face covering actually interferes with the performing of the service.

16. For purposes of this ordinance, O-20-018, and any other face covering requirements now in force or hereafter adopted the following words shall have the indicated meanings:

"Business" means any manager or supervisor on the premises when a violation occurs and any owner of the business.

"Owner" means any one or more of the natural persons owning a business; in the case of a business owned by a partnership "owner" means the partnership and all general and limited partners; in the case of a business owned by a limited liability company "owner" means the company and all managers and members thereof; in the case of a business owned by a corporation "owner" means the corporation and all officers, and directors, thereof; and in the case of a business owned by a corporation having fewer than ten (10) shareholders "owner" means all shareholders.

This ordinance shall be effective immediately and shall continue in effect until rescinded by action of the Board of Aldermen.

The City Clerk is directed not to codify this ordinance in the Nashua Revised Ordinances but to designate it as **Covid-19 Emergency Measure No. _____** (City Clerk to assign appropriate number upon passage) and publish it and any subsequent emergency measures on the city website.

LEGISLATIVE YEAR 2020

ORDINANCE: **O-20-029**

PURPOSE: **Relative to face coverings**

ENDORSERS: **Mayor Jim Donchess**

COMMITTEE ASSIGNMENT:

FISCAL NOTE: **None.**

ANALYSIS

This legislation supplements the face covering requirements of O-20-018.

Approved as to form: **Office of Corporation Counsel**

By: /s/ Steven A. Bolton

Date: August 5, 2020