

FINANCE COMMITTEE

SEPTEMBER 2, 2020

7:00 PM

To Join Zoom Meeting: <https://us02web.zoom.us/j/82675352759?pwd=bFI0UWxaOHRabkRISXl3Qzh1YnRtQT09>  
Meeting ID: 826 7535 2759  
Passcode: 823389

Join by telephone: 1-929-205-6099  
Meeting ID: 826 7535 2759  
Passcode: 823389

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

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ROLL CALL

PUBLIC COMMENT

COMMUNICATIONS

From: Kelly Parkinson, Purchasing Manager  
Re: Redesigning and Engineering of City Hall Parking Lots

From: Kelly Parkinson, Purchasing Manager  
Re: Charlotte Ave. Elementary Safe Routes to School Project

From: Kelly Parkinson, Purchasing Manager  
Re: Fuel Island at Street Department Change Order #2

From: Kelly Parkinson, Purchasing Manager  
Re: Office Trailers for Covid 19 CDC Recommended Social Distancing Workspace

From: Kelly Parkinson, Purchasing Manager  
Re: Video Camera System for David Deane Skateboard Park

From: Kelly Parkinson, Purchasing Manager  
Re: Playground Equipment for Lincoln Park

From: Kelly Parkinson, Purchasing Manager  
Re: Surplus Equipment Donation to the Picker Artists of Nashua

From: Kelly Parkinson, Purchasing Manager  
Re: Software Maintenance

UNFINISHED BUSINESS

NEW BUSINESS – RESOLUTIONS

NEW BUSINESS – ORDINANCES

RECORD OF EXPENDITURES

GENERAL DISCUSSION

PUBLIC COMMENT

REMARKS BY THE ALDERMEN

POSSIBLE NON-PUBLIC SESSION

ADJOURNMENT



# THE CITY OF NASHUA

Administrative Services  
Purchasing Department

"The Gate City"

August 27, 2020  
Memo #21-024

TO: Mayor Donchess  
Finance Committee

SUBJECT: City Hall Parking

Please see attached communications from Sarah Marchant, Director of Community Development dated August 17, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Redesigning & Engineering of Rear City Hall Parking Lots  
Value: \$36,793.77  
Vendor: Greenman-Pedersen Inc (GPI) of Nashua NH  
Department: 181 Community Development  
Source Fund: Parking

Ordinance: Pursuant to § 5-83. Professional services. [NRO 1975, T. 4, § 1613; NRO 1987, § 2-248; amended 11-26-1977 by Ord. No. O-77-278; 4-22-1986 by Ord. No. O-86-50; 6-28-1988 by Ord. No. O-88-43; 3-10-1998 by Ord. No. O-98-05; 10-26-1999 by Ord. No. O-99-139] In the purchase of accounting, architectural, auditing, engineering, legal, medical and ambulance services and purchases of independent professional consultant services for personnel, data processing, actuarial, planning, management and other comparable purchases competitive bidding shall not be required. Competitive bidding is required in the procurement of insurance agents and consultants.

The Director of Community Development and the Purchasing Department respectfully request your approval of this contract.

Regards,  
*Kelly Parkinson*  
Purchasing Manager

Cc: S Marchant  
J Graziano



## City of Nashua Community Development Division

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

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

Date: August 17, 2020

To: Jim Donchess, Mayor

From: Sarah Marchant, Community Development Director

Re: Finance Committee – Professional Engineering Services – City Hall Parking Lots

In 2018 the Nashua Transit System (NTS) was awarded a 1.3 million dollar 5339 competitive grant from the Federal Transportation Administration (FTA) to purchase on last CNG bus (complete) and approximately \$720,000 towards the rehabilitation of the Transit Center and its surrounding infrastructure. The Transit Center currently presents a number of infrastructure and safety concerns from the deteriorating drainage and pavement, to ice and snow from the roof to insufficient bathroom facilities. Matching funding includes a 7.5% match (\$71,800) from the State of NH (accepted in R-18-091) and 7.5 % matching (\$71,800) budgeted funds in the Transportation Department.

In October, 2019 the City entered into contract with Greenman-Pedersen, Inc. (GPI) after a competitive process, to provide professional engineering services for the Transit Center Retrofit Project. Through the preliminary design and engineering process the internal city team including staff from Economic Development, Parking, Administrative Services, Community Development and Public Works has realized the configuration of the two parking lots at the back of City Hall, accessed via Elm Street, merit further study in conjunction with this project.

As the Transit Center Project is a discrete, federally funded project, which has fully committed its grant and matching funds, the redesign of the rear parking lots to better accommodate traffic flow and parking for the community to access City Hall needs a separate funding source and contract. GPI has provided a separate scope as detailed in the attached contract to complete the parking design and engineering alongside the Transit Center Project but as a separate project. The Parking Department has committed funds for this project.

Based on the competitive process the City went through to enter into contract with GPI and the process of the Transit Center Rehabilitation Project bringing this need to the forefront, Economic Development and Community Development recommend entering into contract for \$36,793.77 with GPI for survey, design and engineering of the City Hall Parking Lot Retrofit. Once final design and engineering are complete, the project will go out to bid for construction.



Nashua Transit Center

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**CONTRACT FOR PROFESSIONAL SERVICES**

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**CITY HALL PARKING LOT RETROFIT**

A CONTRACT BETWEEN

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

**GREENMAN-PEDERSEN, INC.**

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NAME AND TITLE OF SERVICE PROVIDER

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**GREENMAN-PEDERSEN, INC. 181 BALLARDVALE STREET, SUITE 202 WILMINGTON, MA 01887**

ADDRESS OF SERVICE PROVIDER

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

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

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

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

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

Exhibit A--General Conditions for Contracts

Exhibit B--Scope of Services

Exhibit C--Fee Schedule

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

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

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

**3. PERIOD OF PERFORMANCE.** Service Provider shall perform and complete all work by **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. Service Provider shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

**4. COMPENSATION.** Service Provider agrees to perform the work for a total cost not to exceed **Amount (\$36,793.77)**.

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

Unless Service Provider has received a written exemption from the City of Nashua, Service Provider shall submit monthly requests for payment for services performed under this agreement in accordance with the values stated in the Agreement. Such requests shall be supported by such data substantiating the Service Provider's right to payment as the City of Nashua may reasonably require. Service Provider shall submit monthly requests for payment for services performed under this agreement shall be submitted as follows:

- Electronically via email to [VendorAPIInvoices@NashuaNH.gov](mailto:VendorAPIInvoices@NashuaNH.gov)

**OR**

- Paper Copies via US Mail to:

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

*Please do not submit invoices both electronically and paper copy.*

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

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

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

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

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

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

CITY OF NASHUA REPRESENTATIVE:

Sarah Marchant  
Community Development Division  
229 Main Street  
Nashua, NH 03061

REPRESENTATIVE:

Timothy Letton  
Greenman-Pedersen, Inc  
181 Ballardvale Street, Suite 202  
Wilmington, MA 01887

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

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

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

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

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

  
\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
Timothy Letton, Executive Vice President  
*(Printed Name and Title)*

08.17.2020  
\_\_\_\_\_  
*Date*

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

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

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

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

4. **CITY OF NASHUA REPRESENTATIVE** The City of Nashua may designate a City of Nashua representative for this contract. If designated, all notices, project materials, requests by Service

Provider, and any other communication about the contract shall be addressed or be delivered to the City of Nashua Representative.

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

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

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

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

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

## 8. TERMINATION OF CONTRACT

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

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

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

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

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

**B. TERMINATION FOR CAUSE** This agreement may be terminated by the City of Nashua on 10 calendar day's written notice to Service Provider in the event of a failure by Service Provider to adhere to any or all the terms and conditions of the contract or for failure to satisfactorily, in the sole opinion of the City of Nashua, to complete or make sufficient progress on the work in a timely and professional manner. Service Provider shall be given an opportunity for consultation with the City of Nashua prior to the effective date of the termination. Service Provider may terminate the contract on 10 calendar days written notice if, through no fault of Service Provider, the City of Nashua fails to pay Service Provider for 45 days after the date of approval by the City of Nashua of any Application for Payment.

Upon receipt of notice of termination for cause, Service Provider shall:

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

assign to the City of Nashua any orders or sub contracts specified in the notice, and revoke agreements specified in the notice.

5. Not resume work after the effective date of a notice of termination unless and until receipt of a written notice from the City of Nashua to resume performance.

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

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

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

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

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

satisfaction of such hindrances and delays any extension of time that the City of Nashua may provide.

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

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

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

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

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

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

occasioned, or contributed to in whole or in part by reason of any negligent act, omission, or fault or willful misconduct, whether active or passive, of Service Provider or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this contract. Service Provider's indemnity and hold harmless obligations, or portions thereof, shall not apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

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

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

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

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

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

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

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

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

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

17. **ENDORSEMENT** Service Provider shall seal and/or stamp and sign professional documents including drawings, plans, maps, reports, specifications, and other instruments of service prepared by Service Provider or under its direction as required under the laws of the State of New Hampshire.
18. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING** Service Provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this contract without the prior written consent of the City of Nashua. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the City of Nashua is void. Any consent of the City of Nashua to any assignment, transfer, delegation, or subcontracting shall only apply to the incidents expressed and provided for in the written consent and shall not be deemed to be a consent to any subsequent assignment, transfer, delegation, or subcontracting. Any such assignment, transfer, delegation, or subcontract shall require compliance with or shall incorporate all terms and conditions set forth in this agreement, including all incorporated Exhibits and written amendments or modifications. Subject to the foregoing provisions, the contract inures to the benefit of, and is binding upon, the successors and assigns of the parties.
19. **CITY INSPECTION OF CONTRACT MATERIALS** The books, records, documents and accounting procedures and practices of Service Provider related to this contract shall be subject to inspection, examination and audit by the City of Nashua, including, but not limited to, the contracting agency, the Board of Public Works, Corporation Counsel, and, if applicable, the Comptroller General of the United States, or any authorized representative of those entities.
20. **DISPOSITION OF CONTRACT MATERIALS** Any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials, including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Service Provider in the performance of its obligations under this contract shall be the exclusive property of the City of Nashua and all such materials shall be remitted and delivered, at Service Provider's expense, by Service Provider to the City of Nashua upon completion, termination, or cancellation of this contract. Alternatively, if the City of Nashua provides its written approval to Service Provider, any books, reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Service Provider in the performance of its obligations under this contract must be retained by Service Provider for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Service Provider shall promptly remit and deliver the materials, at Service Provider's expense, to the City of Nashua. Service Provider shall not use, willingly allow or cause to have such materials used

for any purpose other than the performance of Service Provider's obligations under this contract without the prior written consent of the City of Nashua.

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

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

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

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

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

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

24. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
25. **RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
26. **PROHIBITED INTERESTS** Service Provider shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Service Provider warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Service Provider. If any such interest comes to the attention of Service Provider at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Service Provider also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Service Provider further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

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

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

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

or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.

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

**SCOPE OF WORK**

The Engineer has prepared this Contract Agreement for services relative to the reconfiguration and reconstruction of the City Hall parking lots adjacent to the Nashua Transit Center Retrofit Project. Currently, the parking lots and their access driveways are separated. The goal of the redesign is to provide a connection between the parking areas and combine the driveways for improved functionality and operation. The project is anticipated to include reconfiguration and design of the parking lots adjacent to City Hall to improve access and circulation.

The specific work items are further detailed as follows:

**FIELD SURVEY AND UPDATED BASEPLAN**

GPI will perform a detailed topographic field survey of the southerly parking lot at City Hall. The detailed topographic survey will include detail necessary to design the proposed improvements, including but not limited to: surface features including curbing, drainage and utility surface structures, fences, walls, signs, mailboxes, HVAC equipment, buildings, foundations, and other ancillary items; spot grade and 1-foot contours; right of way lines, property lines, and ownership information; and underground utility information including rims, inverts, and pipe sizes. The Consultant will also collect additional boundary information to establish accurate right of way and property lines. Said information gathered during the field survey will be added to the existing base files being utilized for the Nashua Transit Center Retrofit Project.

**PRELIMINARY DESIGN**

Upon completion of the additional field survey and preparation of the updated baseplan, the Consultant will begin preparation of the Preliminary Plans of the parking lot redesign concept. The preliminary plans will be developed to include reconfigured parking lot access and driveway consolidation, connectivity between the two existing parking lots, parking stall layout, pedestrian flow and wheelchair ramps, schematic drainage and grading plan, and pavement markings. The Preliminary Plans will be submitted to the City in draft format for review and comment.

**FINAL DESIGN**

Once the City has reviewed and provided comment on the Preliminary Plans, the Final Plans will be prepared. The Final Plans will include final engineering design and calculations, detailed construction plans; grading, drainage, and utility plans; final pavement markings and signs; detailed wheelchair ramp design; landscape plans; and construction details. The deliverable will include Final Plans, Specifications and a construction cost estimate. The Final Plans will be suitable for public bidding and construction.

Attachment C - Fee Schedule



City of Nashua  
 July 30, 2020  
 City Hall Parking Lot Survey and Design

Greenman-Pedersen, Inc.

PHASE		WORK-HOURS						TOTAL HOURS	Direct Labor Totals
		GPI							
		Principal	Project Manager	Senior Engineer / LA	Project Engineer / LA	Engineer / LA	Assistant Engineer / LA		
1.0	SURVEY - CITY HALL PARKING LOT								
1.1	Field Survey and Update Baseplan						20	20	\$1,160
	<b>SUBTOTAL:</b>	0	0	0	0	0	20	20	<b>\$1,160</b>
2.0	PRELIMINARY DESIGN								
2.1	Preliminary Design	2	4	16	20	20	12	74	\$3,054
	<b>SUBTOTAL:</b>	2	4	16	20	20	12	74	<b>\$3,054</b>
3.0	FINAL DESIGN								
3.1	Final Plans, Specifications, Estimate	4	16	32	80	32	40	204	\$8,300
	<b>SUBTOTAL:</b>	4	16	32	80	32	40	204	<b>\$8,300</b>
	<b>TOTAL:</b>	6	20	48	100	52	72	318	<b>\$12,514</b>

AVERAGE CLASSIFICATION RATES:                   \$ 78.00   \$ 57.00   \$ 53.50   \$ 38.50   \$ 34.50   \$ 29.50   \$ 28.50

Direct Labor Totals: \$ 468.00   \$ 1,140.00   \$ 2,568.00   \$ 3,850.00   \$ 1,794.00   \$ 2,124.00   \$ 570.00           \$ 12,514.00  
 Overhead Totals: \$ 755.73   \$ 1,840.87   \$ 4,146.81   \$ 6,216.98   \$ 2,896.95   \$ 3,429.84   \$ 920.44           \$ 20,207.61  
 Fee Totals: \$ 122.37   \$ 298.09   \$ 671.48   \$ 1,006.70   \$ 469.10   \$ 555.38   \$ 149.04           \$ 3,272.16

Project Total: \$ 1,346.10   \$ 3,278.96   \$ 7,386.29   \$ 11,073.68   \$ 5,160.05   \$ 6,109.22   \$ 1,639.48           \$ 35,993.77

Overhead Rate: 161.48%  
 Fee: 10%

**Direct Expenses:**

Travel \$ 300.00  
 Printing/Misc. \$ 500.00  
 \$ -  
 \$ 800.00

**GRAND TOTAL \$ 36,793.77**



# THE CITY OF NASHUA

Administrative Services  
Purchasing Department

*"The Gate City"*

August 26, 2020  
Memo #21-025

TO: Mayor Donchess  
Finance Committee

SUBJECT: Safe Routes to School Project

Please see attached communications from Daniel Hudson, City Engineer dated August 27, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Traffic Calming & Pedestrian Safety Construction for Charlotte Avenue Elementary School Streets

Value: \$288,812.25

Vendor: Northeast Mechanics of Pittsfield NH

Department: 160 Admin/Engineering & 169 Wastewater

Source Fund: Grant: Safe Routes Charlotte Ave \$182,035.53  
Trust: Northeast Quadrant Sidewalk Fund \$48,593.72  
Wastewater: Storm Abatement \$58,083

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

We issued a competitive bidding RFP for this project on June 19, 2020 and received complete responses from the following:

Northeast Mechanics	Pittsfield, NH	\$288,812.25
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We are recommending this bid be awarded to the lowest total cost vendor who met the specification requirements outlined in the RFP.

The City Engineer, Board of Public Works (8/27/20 BPW Meeting) and the Purchasing Department respectfully request your approval of this contract.

Regards,  
*Kelly Parkinson*  
Purchasing Manager

Cc: D Hudson  
C O'Connor

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: August 27, 2020

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

Re: Charlotte Ave Elementary Safe Routes to School Project  
NHDOT #28739, Fed X-A003 (786)

**F. Motion:** To approve the award of the construction contract for the Charlotte Avenue Safe Routes to School Project to Northeast Earth Mechanics of Pittsfield, NH in the amount of \$288,812.25. Funding will be through: Department: 160 Admin/Engineering; Fund: Grant; Activity: Safe Routes Charlotte Ave; Department: 169 - Wastewater; Fund: Wastewater; Activity Description: Stormwater Abatement; and Department: 160 - Admin/Engineering; Fund: Trust: Northeast Quadrant Sidewalk Fund.

**Discussion:** This Safe Routes to School (SRTS) project involves the construction of traffic calming and pedestrian safety improvements on Charlotte Avenue, Charlotte Street, and Terry Street in the vicinity of the Charlotte Avenue Elementary School. Proposed improvements include construction of new concrete sidewalks with vertical granite curbing at the intersection of Charlotte Avenue and Charlotte Street; construction of new bituminous sidewalk and new vertical granite curbing on Charlotte Avenue from the east corner of Burgess Street to the west corner of Meade Street; and construction of a new bituminous sidewalk, vertical granite curb extension, and mid-block crosswalk at the main School entrance. Other work includes, but is not limited to: installation of road drainage components; installation of additional street lighting at the new crosswalk; removal of existing crosswalks; installation of school zone flashing beacons with radar speed feedback signs; and narrowing the travel way width on Charlotte Avenue between Burgess Street and Meade Street. The project is partially funded through NHDOT's Safe Routes to School Program.

The contract was advertised for construction on June 19, 2020 with bids due by July 15, 2020. The following bids were received:

Northeast Earth Mechanics of Pittsfield, NH	\$ 288,812.25
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Northeast Earth Mechanics of Pittsfield, NH was the sole bidder, is included on the NHDOT's Prequalified Contractors List, their references have been checked and found to be acceptable, and they have satisfactorily completed work for the City previously.



# THE CITY OF NASHUA

Administrative Services  
Purchasing Department

*"The Gate City"*

August 26, 2020  
Memo #21-026

TO: Mayor Donchess  
Finance Committee

SUBJECT: Fuel Island at Street Department Change Order #2

Please see attached communications from Jon Ibarra, Street Superintendent dated August 27, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Painting of 2 Fuel Storage Tanks at Street Department  
Value: \$22,299  
Vendor: Stephens & Marquis Associates of Merrimack NH  
Department: 161 Streets  
Source Fund: General & Escrow: Fuel Depot Rehab

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

The Superintendent of the Street Department, The Board of Public Works (8/27/20 BPW Meeting) and the Purchasing Department respectfully request your approval of this contract.

Regards,  
*Kelly Parkinson*  
Purchasing Manager

Cc: J Ibarra  
C O'Connor

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: August 27, 2020

From: Jon Ibarra, Superintendent  
Street Department

Re: Change Order #2 to the design build fuel island project at the Street Department

**A. Motion:** To approve Change Order #2 to the contract with Stephens-Marquis Associates, Inc. of Merrimack, NH in the amount of \$22,299 for the painting of the two fuel storage tanks located at the Street Department. Funding will be through Department: 161 Street; Funds: General and Escrow; Activity: Fuel Depot Rehabilitation.

**Attachment:** Quote

**Discussion:** During the inspection process of the two fuel storage tanks it was determined that they needed to be painted. Stephens-Marquis is currently working under contract to complete the fuel island project and is able to paint the tanks while they are performing the fuel island and tank upgrade work.



# THE CITY OF NASHUA

Administrative Services  
Purchasing Department

*'The Gate City'*

August 26, 2020  
Memo #21-027

TO: Mayor Donchess  
Finance Committee

SUBJECT: Office Trailers for Covid19 CDC Recommended Social Distancing Workspace

Please see attached communications from Jeff LaFleur, Superintendent of Solid Waste dated August 27, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: 2 Silverline Office Trailers 12'x60'  
Value: \$160,460  
Vendor: Triumph Modular of Littleton NH  
Department: 168 Solid Waste  
Source Fund: GOFERR Grant

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

Quotes were requested from the following vendors for this purchase:

Triumph Modular	Littleton, MA
Versatile Office Trailers	Port Byron, NY
Cassone Inc	Ronkonkoma, NY
Willscott	Pellham, NH

With Triumph Modular being the only supplier having available trailers, we are recommending this bid be awarded to the lowest total cost vendor who met the specification and availability requirements.

The Superintendent of the Solid Waste Department, The Board of Public Works (8/27/20 BPW Meeting) and the Purchasing Department respectfully request your approval of this contract.

Regards,  
*Kelly Parkinson*  
Purchasing Manager

Cc: J Lafleur  
C O'Connor

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: August 27, 2020  
From: Jeff Lafleur, Superintendent of Solid Waste  
Re: Purchase of (2) – 12' x 60' Silverline Office Trailers

**A. Motion:** To approve the purchase of (2) – 12' x 60' Silverline Office Trailers from Triumph Modular of Littleton, MA for the total purchase price of \$160,460. Funding will be through Department: 168 Solid Waste; Fund: Grant; Activity: GOFERR Grant.

**Attachments:** Quote

**Discussion:** With changes in operations due to COVID-19 and social distancing guidelines remaining in place, we seek to purchase two office trailers before the onset of winter. It is imperative to have an area for assigning employees out of the weather and to have break areas where social distancing guidelines can be met.

Multiple vendors were contacted for quotes and availability, including Triumph Modular, Versatile Office Trailers, Cassone Inc. and Willscot. Triumph Modular was the only vendor contacted that had two office trailers that meet our need for both assignment areas and breakroom space. Both will have heat and air conditioning and come with an open floor plan for social distancing.

TRIUMPH MODULAR  
 194 AYER ROAD  
 LITTLETON, MA 01460  
 (800)257-2536



PAY ONLINE at triumphmodular.com  
 Account #: 5659  
 Email: patriciana@nashuanh.gov  
 Zip Code: 03062

**BID/QUOTE**

PRINT DATE: 07/14/20 Page 1

<b>Customer:</b>	<b>Ticket#</b>	<b>Delivery Location:</b>
City Of Nashua 9 Riverside Street Nashua NH 03062	Bid# 163482	Tbd Nashua NH 03061



**Ordered by:** Andy Patrician      **PO/Job #**      **Estimated Billing Cycle Start:** 07/21/20    JQ1  
**On-Site:**      **Slspsn:** Jim Quinn  
**Phone:** H (603) 365-8612      **Terms:** Net 30      **Estimated Billing Cycle Stop:** 08/18/20    JQ1

Qty	Item	Description	Rate	Total
<b>SOLD ITEMS</b>				
2	OT-1X	12X60 Silverline Purchase Price quoted is for brand new 12x60 Silverline, currently in stock.		154000.00
2	OT-TRA	Trailer Delivery		1360.00
2	OT-SET	Trailer Set Up, Block + Level		1100.00
4	OT-1X	Aluminum Stair Purchase Stair purchase is optional, customer can build their own as well. These are Osha approved 3 step adjustable legged stairs with landing.		4000.00

Please note that purchase orders provided by you are for accuracy of invoicing only, by accepting delivery of the property on this order you accept the terms and conditions attached hereto, with or without signature.

A fee should be anticipated upon return for cleaning of unit, if not returned as rented, excepting only normal wear, and not including damages. \$130.00 (8-wide), \$170.00 (10-wide), \$210.00 (12-wide). Please contact Operations at 800-408-1688 for questions regarding cleaning and damage fees.

FOR SERVICE CALL 800-408-1688  
 ACCOUNTING CALL 978-431-1000

We thank you for your business

Lease Subtotal	0.00
Sales Subtotal	0.00
Trans / Del Subtotal	160,460.00
Sales Tax	0.00
<b>Total</b>	<b>160,460.00</b>

I HAVE READ AND AGREE TO THE TERMS OF THIS CONTRACT.

LESSEE: X \_\_\_\_\_



# THE CITY OF NASHUA

Administrative Services  
Purchasing Department

*"The Gate City"*

August 26, 2020  
Memo #21-028

TO: Mayor Donchess  
Finance Committee

SUBJECT: Video Camera System for David Deane Skateboard Park

Please see attached communications from Nicholas Caggiano, Superintendent of the Parks and Recreation Department dated August 27, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: 9 IP Cameras for Video Monitoring of David Deane Skateboard Park and the entrance of Mine Falls Park  
Value: \$56,003  
Vendor: Johnson Controls Security Systems of Nashua NH  
Department: 177 Parks & Recreation & 161 Streets  
Source Fund: Trust: Daniel Deane Skateboard Park \$45,733  
Capital: Building Security \$10,270

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

In order to integrate with current City of Nashua camera systems it is necessary to procure from the same supplier therefore making this a sole source item.

The Superintendent of Parks & Recreation, Board of Public Works (8/27/20 BPW Meeting) and the Purchasing Department respectfully request your approval of this contract.

Regards,  
*Kelly Parkinson*  
Purchasing Manager

Cc: N Caggiano  
C O'Connor

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: August 27, 2020

From: Nicholas Caggiano, Superintendent  
Parks and Recreation Department

Re: Purchase and installation of video monitoring camera systems for the David Deane W. Skateboard Park and the Street Department facility.

**A. Motion:** To approve the purchase and installation of video monitor camera systems from Johnson Control Security Solutions of Nashua, NH for the total purchase price of \$56,003. Funding will be through Department: 177 Parks and Recreation; Fund: Trust; Activity: David Deane Skateboard Park and Department: 161 Streets; Fund: Capital; Activity: Building Security.

**Attachments:** Quotes

### **Discussion:**

The purchase and installation of (9) IP cameras mounted on the light poles at the David W. Deane Skateboard Park will allow us to review any issues that occur at the park. The system also can view portions of the parking lot and the entrance to Mine Falls Park. The information from these cameras will be stored on a DVR that can hold 30 days' worth of footage. The cameras can be also accessed remotely via the web for live monitoring.

The upgrade to the Street Department system will replace an old system that is currently not operational. The proposal includes the replacement of an existing analog camera with an IP camera and (3) additional IP cameras. The replacement camera will be mounted on the NE side of the Street Department building. The new cameras will be mounted on the Southwest corner of the Street Department facing the sand and salt barn and the traffic building. There will be two cameras mounted on the traffic building, one facing the west end of the fleet garage and one facing the material storage and rear lot. The video upgrade will allow monitoring of the entire facility which will help protect materials, vehicles and equipment that we are unable to store inside.

The City Information Technology (IT) Division is working to modernize and integrate all security cameras and access control systems for all City buildings and properties into the City's centralized systems. This will provide ease of monitoring, configuration, management and training. This also ensures that equipment is consistent throughout each City entity which simplifies maintenance and provides a seamless transition into established practices and protocols. This vendor has been used by the City over a number of years under different names. The IT Division constantly compares their pricing against their competitors. Therefore, it is felt that Sole Source is justifiable in this instance.

The Director of Public Works, the Superintendents of the Parks and Recreation and Street Departments and the IT Department recommend awarding this purchase to Johnson Control Security Solutions of Nashua, NH.



# THE CITY OF NASHUA

Administrative Services  
Purchasing Department

*"The Gate City"*

August 26, 2020  
Memo #21-029

TO: Mayor Donchess  
Finance Committee

SUBJECT: Playground Equipment for Lincoln Park

Please see attached communications from Nicholas Caggiano, Superintendent of the Parks and Recreation Department dated August 27, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Playground Equipment to replace unsafe equipment removed last year in Lincoln Park  
Value: \$97,421  
Vendor: Ultiplay Playgrounds of Uxbridge MA  
Department: 177 Parks & Recreation  
Source Fund: Capital: Lincoln Park Improvements

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

The Superintendent of Parks & Recreation, Board of Public Works (8/27/20 BPW Meeting) and the Purchasing Department respectfully request your approval of this contract.

Regards,  
*Kelly Parkinson*  
Purchasing Manager

Cc: N Caggiano  
C O'Connor

## City of Nashua, Public Works Division

To: Board of Public Works Meeting Date: August 27, 2020  
From: Nick Caggiano, Superintendent  
Parks and Recreation Department  
Re: Purchase and installation of a playground for Lincoln Park.

**B. Motion:** To approve the purchase and installation of a playground for Lincoln Park from Ultiplay Playgrounds, Inc. of Uxbridge, MA pursuant to the Massachusetts state contract # VC000510633FAC104 in the amount of \$97,421. Funding will be through Department: 177 Parks and Recreation; Fund: Capital; Activity: Lincoln Park Improvements.

**Attachments:** Quote and concept drawing

**Discussion:** The scope of work for this project includes the installation of a play structure and poured in place playground surfacing. The Lincoln Park playground was removed last year due to safety concerns. Several types of playgrounds were looked at and this model will bring an element of nature to this urban setting. The goal is to have the area prepped as part of the park renovations this fall and have the playground installed late this fall or first thing in the spring depending on the construction schedule and the weather. Ultiplay was the vendor that provided and installed the Salem Street Tot Lot and the playground hand sanitizer stations this year. Their work was very good and performed in a timely fashion.



# THE CITY OF NASHUA

*Administrative Services*

*Purchasing Department*

*'The Gate City'*

August 27, 2020

Memo #21-COM2

TO: Mayor Donchess  
Finance Committee

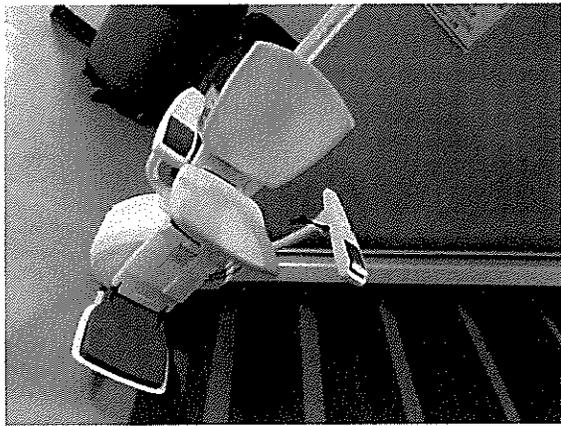
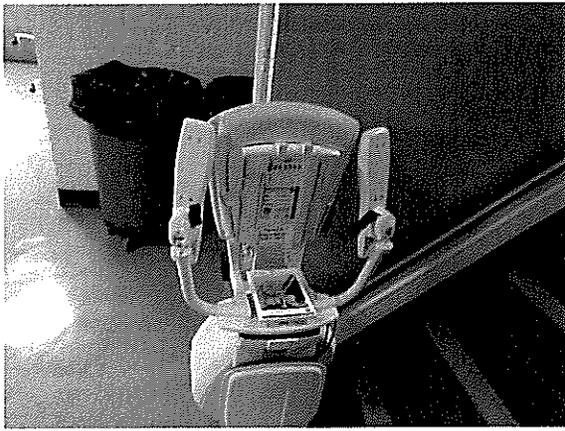
SUBJECT: Surplus Equipment Donation

The purpose of this communication is to inform you that the City of Nashua will be making a donation of an unused/obsolete stair lift located at Nashua Department of Public Health building to the Picker Artists of Nashua. This material was not sold at auction and is considered to have a low value. The Picker Artists can use this stair lift to help meet their needs. Images are included for detail on this donation.

Ordinance: § 5-88. Surplus stock. [NRO 1975, T. 4, § 1618; NRO 1987, § 2-253; amended 11-26-1977 by Ord. No. O-77-278; 4-22-1986 by Ord. No. O-86-50; 6-28-1988 by Ord. No. O-88-43] All using agencies shall submit to the Purchasing Manager, at such times and in such form as he shall prescribe, reports showing stocks of all supplies which are no longer used or which have become obsolete, worn out or scrapped. The Manager shall have the authority to transfer surplus stock to other using agencies. The Manager shall have the authority to sell, by sealed bid or online auction, all supplies which have become unsuitable for public use, or to exchange the same for, or trade in the same on, new supplies.

[Amended 10-9-2012 by Ord. No. O-12-022] With approval, the Purchasing Manager may donate, barter, gift or otherwise dispose of surplus material, stock or equipment which has failed to be sold, exchanged or traded pursuant to Subsection B.

Regards,  
*Kelly Parkinson*  
Purchasing Manager





# THE CITY OF NASHUA

Administrative Services  
Purchasing Department

*"The Gate City"*

August 27, 2020  
Memo #21-030

TO: Mayor Donchess  
Finance Committee

SUBJECT: Software Maintenance

Please see attached communications from Bruce Codagnone, CIO/Director of IT dated August 24, 2020 for project specific details related to this purchase. Below please find a summary of the purchase approval request:

Item: Annual Recurring Software Licensing & Maintenance Fees for Tyler Munis Software  
Value: \$84,133.93  
Vendor: Tyler Technologies  
Department: 122 Information Technologies  
Source Fund: 54407

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

The CIO and the Purchasing Department respectfully request your approval of this contract.

Regards,  
*Kelly Parkinson*  
Purchasing Manager

Cc: B Codagnone  
J Graziano



August 24, 2020

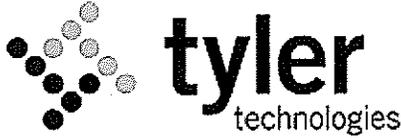
TO: MAYOR Donchess  
FINANCE COMMITTEE

SUBJECT: Annual Software Maintenance

This request is for the annual software maintenance required for the continued operation of Tyler Technologies MUNIS.

Bruce Codagnone  
CIO / IT Director

Cc: K. Kleiner  
K. Parkinson



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b> 045-313757	<b>Date</b> 09/01/2020	<b>Page</b> 1 of 1
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**Questions:**  
 Tyler Technologies - ERP & Schools  
 Phone: 1-800-772-2260 Press 2, then 1  
 Email: ar@tylertech.com



**Bill To:** City of Nashua  
 229 Main Street  
 P.O. Box 2019  
 Nashua, NH 03061-2019

**Ship To:** City of Nashua  
 229 Main Street  
 P.O. Box 2019  
 Nashua, NH 03061-2019

<b>Cust No.-BillTo-ShipTo</b> 48638 - MAIN - MAIN	<b>Ord No</b> 143875	<b>PO Number</b>	<b>Currency</b> USD	<b>Terms</b> NET30	<b>Due Date</b> 10/01/2020
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Date	Description	Units	Rate	Extended Price
Contract No.: NASHUA, NH				
	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP	1	4,824.34	4,824.34
	Maintenance: Start: 08/Oct/2020, End: 07/Oct/2021			
	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE	1	5,306.78	5,306.78
	Maintenance: Start: 08/Oct/2020, End: 07/Oct/2021			
	SUPPORT & UPDATE LICENSING - CAMA BRIDGE	1	1,842.65	1,842.65
	Maintenance: Start: 08/Oct/2020, End: 07/Oct/2021			
	SUPPORT & UPDATE LICENSING - GENERAL BILLING	1	2,412.19	2,412.19
	Maintenance: Start: 08/Oct/2020, End: 07/Oct/2021			
	SUPPORT & UPDATE LICENSING - NH TAX BILLING	1	20,268.95	20,268.95
	Maintenance: Start: 08/Oct/2020, End: 07/Oct/2021			
	SUPPORT & UPDATE LICENSING - NH TAX LIEN	1	5,862.92	5,862.92
	Maintenance: Start: 08/Oct/2020, End: 07/Oct/2021			
	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	7,718.96	7,718.96
	Maintenance: Start: 08/Oct/2020, End: 07/Oct/2021			
	SUPPORT & UPDATE LICENSING - TYLER FORMS PROCESSING	1	3,618.26	3,618.26
	Maintenance: Start: 08/Oct/2020, End: 07/Oct/2021			
	SUPPORT & UPDATE LICENSING - MUNIS ANALYTICS & REPORTING	1	13,049.86	13,049.86
	Maintenance: Start: 08/Oct/2020, End: 07/Oct/2021			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING INTERFACE	1	1,895.27	1,895.27
	Maintenance: Start: 08/Oct/2020, End: 07/Oct/2021			
	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	5,283.81	5,283.81
	Maintenance: Start: 08/Oct/2020, End: 07/Oct/2021			
	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER SE	1	7,236.53	7,236.53
	Maintenance: Start: 08/Oct/2020, End: 07/Oct/2021			
	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE	1	4,813.41	4,813.41
	Maintenance: Start: 08/Oct/2020, End: 07/Oct/2021			

**\*\*ATTENTION\*\***  
 Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

Subtotal	84,133.93
Sales Tax	0.00
Invoice Total	84,133.93