

REPORT OF THE FINANCE COMMITTEE

FEBRUARY 15, 2023

A meeting of the Finance Committee was held on Wednesday, February 15, 2023, at 7:30 p.m. in the Aldermanic Chamber.

Mayor Jim Donchess, Chairman, presided.

Members of the Committee present: Mayor Jim Donchess
Alderman Patricia Klee, Vice Chair
Alderman Tyler Gouveia, Clerk
Alderman-at-Large Ben Clemons
Alderwoman-at-Large Gloria Timmons

Members not in Attendance: Alderman-at-Large Melbourne Moran, Jr.
Alderman Alex Comeau

Also in Attendance: John Griffin, CFO/Comptroller
Cheryl Lindner, Treasury Management Officer
Tim Cummings, Interim Administrative Services Director
Amy Girard, Purchasing Manager
Jennifer McCormack, Library Director
Steve Buxton, Fire Chief
Kevin Rourke, Police Chief
Matt Sullivan, Community Development Director
Jeff Lafleur, Solid Waste Superintendent
Mike Rush, Fleet Manager
Bryan Conant, Park and Recreation Superintendent
Jon Ibarra, Street Superintendent

PUBLIC COMMENT - None

COMMUNICATIONS

From: Amy Girard, Purchasing Manager
Re: Amendment to Contract – iParametrics

MOTION BY ALDERMAN GOUVEIA TO APPROVE THE DECREASE OF \$125,000 IN EXPENDITURES TO THE IPARAMETRICS CONTRACT

ON THE QUESTION

Mayor Donchess

Anyone here to address that? Mr. Cummings?

Tim Cummings, Director of Economic Development and Director of Administrative Services

So what you have before you is an amendment to the IParametrics Contract. It's something we entered into a couple years back and at the time, we thought we were going to be utilizing their services much more than actually it turns out we are. So we've already spoken to them. They've agreed to affirmatively reduce the original order of the contract which is how we freed up some money to be able to handle a second communication that's on your agenda this evening.

Mayor Donchess

All right, any discussion?

MOTION CARRIED

From: Amy Girard, Purchasing Manager

Re: Contract for 9 Riverside Building Assessment in the amount of \$65,000 funded from 53107 Architect & Engineering Services/ARPA Funding

MOTION BY ALDERMAN GOUVEIA TO APPROVE AND AWARD A CONTRACT FOR AN ASSESSMENT STUDY OF 9 RIVERSIDE BUILDING TO LAVALLEE BRENSINGER ARCHITECTS IN THE AMOUNT OF \$65,000. FUNDING WILL BE THROUGH DEPARTMENT: 106 ADMINISTRATIVE SERVICES; FUND: 53107 ARCHITECT & ENGINEERING SERVICES/ARPA FUNDING

ON THE QUESTION

Mayor Donchess

Is it Mr. Cummings or is the Chief who is going to do this one?

Tim Cummings, Director of Economic Development and Director of Administrative Services

I will at least start it off if I may Mr. Mayor. I am here before you this evening to ask for your approval of a facility assessment of 9 Riverside. As you all may recall, that building is being surplusd with the creation of the new DPW administrative office building. The plan is to have the Police Department take over that facility. What we're able to do is we were able to free up some funds through ARPA to do this building assessment that will allow the police to be able to use it for their needs. So Lavallee Brensinger, the architects, will be contracting with us. There's a few subs that are going to be working on their behalf to ensure that we bring this building into code compliance.

Mayor Donchess

All right. Anybody?

MOTION CARRIED

From: Amy Girard, Purchasing Manager

Re: Contract for Patron Printing services in the amount of \$43,948.44 funded from 54428 Technology Operations/General Fund

MOTION BY ALDERMAN GOUVEIA TO APPROVE THE AWARD OF A THREE YEAR CONTRACT FOR PATRON PRINTING SERVICES AT THE NASHUA PUBLIC LIBRARY TO BENCHMARK OFFICE SYSTEMS IN THE AMOUNT OF \$43,948.44. FUNDING WILL BE THROUGH DEPARTMENT: 179 NASHUA PUBLIC LIBRARY; FUND: 54428 TECHNOLOGY OPERATIONS/GENERAL FUND

ON THE QUESTION

Mayor Donchess

Miss McCormack?

Jen McCormack, Nashua Library Director

So printing, copying, scanning, faxing that's one of the central services that we offer our customers. We previously had a contract for that with Conway Office Solutions. That contract has ended so we went out and looked for a little better solution. Benchmark is offering us improved computer time management system. Their payment kiosks will accept mobile pay options like Apple Pay and Google Pay. They will handle all of the accounting. They'll take in all the money and credit card transactions and income from those services will offset the monthly lease payments for the machines. In this service, faxing - domestic faxes are actually free for customers so people are going to love that.

Mayor Donchess

Great. Anyone, questions/comments?

MOTION CARRIED

From: Amy Girard, Purchasing Manager

Re: Purchase of Personal Protective Clothing/Equipment in the amount of \$42,960.29 funded from 68337 New Hire Application Expenses/General Fund

MOTION BY ALDERMAN GOUVEIA TO APPROVE THE PROCUREMENT OF TWELVE (12) SETS OF PERSONAL PROTECTIVE EQUIPMENT (PPE) FROM BERGERON PROTECTIVE CLOTHING IN THE AMOUNT OF \$42,960.29. FUNDING WILL BE THROUGH DEPARTMENT: 152 FIRE RESCUE; FUND: 68337 NEW HIRE APPLICATION EXPENSES/GENERAL FUND

ON THE QUESTION

Mayor Donchess

Chief?

Steve Buxton, Nashua Fire Chief

Good evening. So this is for the purchase of the 12 sets of what is our standard protective clothing - package I guess I would call it - for our new hires that will be starting as of April 3rd.

MOTION CARRIED

From: Amy Girard, Purchasing Manager

Re: Software and licensing fee in the amount of \$44,015.72 funded from 54407 Software Maintenance/FTA Grant Funds

MOTION BY ALDERMAN GOUVEIA TO APPROVE THE ANNUAL SOFTWARE SUPPORT AND LICENSING FEE FOR THE DEMAND RESPONSE AND FIXED ROUTE SCHEDULING SOFTWARE “ROUTEMATCH” TO ROUTEMATCH BY UBER IN THE AMOUNT OF \$44,015.72. FUNDING WILL BE THROUGH DEPARTMENT: 186 TRANSPORTATION; FUND: 54407 SOFTWARE MAINTENANCE/FTA GRANT FUNDS

ON THE QUESTION

Mayor Donchess

Mr. Sullivan?

Matt Sullivan, Community Development Director

Thank you Mr. Mayor, members of the Committee. This is our annual request for software licensing and maintenance associated with our fare processing, scheduling, route location, and reporting software for the Nashua Transit System. This is provided through Routematch which is a company owned by Uber, its principal. This is, again, an annual cost to the City. This year's request for the approximate \$44,000 in front of you. This has escalated a cost of about \$1,000 per year and that increase is absolutely acceptable under the current contract that we have with Routematch. Happy to answer any questions that you might have but this a critical software for continuing our fixed route and demand response services in the City.

Mayor Donchess

Anyone? Questions?

MOTION CARRIED

From: Amy Girard, Purchasing Manager

Re: Purchase of Landfill Equipment GPS in the amount of \$179,735.00 funded from 81300 Machinery & Equipment/Bond

MOTION BY ALDERMAN GOUVEIA TO APPROVE THE PURCHASE GPS UNITS AND EQUIPMENT FOR THE LANDFILL AT A COST OF \$179,735 FROM CARLSON MACHINE CONTROL SOFTWARE OF WATERTOWN, MA. FUNDING WILL BE THROUGH DEPARTMENT: 168 SOLID WASTE; FUND: 81300 MACHINERY & EQUIPMENT/BOND

ON THE QUESTION

Mayor Donchess

Okay. I think Mr. Lafleur is on Zoom?

Jeff Lafleur, Solid Waste Superintendent

Yes, thank you. This purchase is to as it says buy GPS equipment for our equipment at the landfill. This will help us maximize compaction in the landfill and maximize the amount of air space that we have at the landfill.

Mayor Donchess

Anyone? Questions?

MOTION CARRIED

From: Amy Girard, Purchasing Manager

Re: Purchase of 850L John Deere Crawler Dozer in the amount of \$525,150 funded from 81300 Machinery & Equipment/Bond - Pending Approval

MOTION BY ALDERMAN GOUVEIA TO APPROVE THE PURCHASE OF ONE (1) 850L JOHN DEERE CRAWLER DOZER FROM UNITED CONSTRUCTION AND FORESTRY IN THE AMOUNT OF \$525,150. FUNDING WILL BE THROUGH DEPARTMENT: 168 SOLID WASTE; FUND: 81300 MACHINERY & EQUIPMENT/BOND – PENDING APPROVAL

ON THE QUESTION

Mayor Donchess

Mr. Lafleur?

Jeff Lafleur, Solid Waste Superintendent

Thank you. This piece of equipment here is a very critical piece of equipment. We do all our landfill covering that we have to at the end of the day for our permit. We have a dozer currently that's starting to reach the end of its life. So I'm going to keep that one as a back-up for any repairs that need to be done for this one so I always have a piece of equipment ready to roll and ready to cover at the end of each night.

Mayor Donchess

Questions?

MOTION CARRIED

From: Amy Girard, Purchasing Manager

Re: Purchase of playground equipment in the amount of \$107,523.40 funded from 71625 Playground Equipment/Capital

MOTION BY ALDERMAN GOUVEIA TO APPROVE THE PURCHASE OF NEW PLAYGROUND STRUCTURE AND PLAYGROUND EQUIPMENT FOR ATHERTON PARK FROM ULTIPLAY PARKS & PLAYGROUNDS IN THE AMOUNT OF \$107,523.40. FUNDING WILL BE THROUGH DEPARTMENT: 177 PARKS AND RECREATION; FUND: 71625 PLAYGROUND EQUIPMENT/CAPITAL

ON THE QUESTION

Mayor Donchess

We have Mr. Conant via Zoom?

Bryan Conant, Park and Recreation Superintendent

Good evening everyone. Good evening Mayor. Atherton Playground has been under renovation creating two new soccer fields, a 30-space parking lot, new basketball court. This playground is going to be in addition to that and I think it's going to be great. It's going to provide some different elements for a wide age range and will include some inclusive pieces of playground equipment as well. I'd be happy to answer any questions.

Mayor Donchess

As far as the soccer fields, when do you think they will be ready for use by youth teams and others?

Bryan Conant, Park and Recreation Superintendent

I would say in this fall, this upcoming fall Mayor.

Mayor Donchess

Any other questions? Anybody? Alderwoman Klee?

Alderwoman Klee

Thank you, Mr. Mayor. Not so much questions but comment. I want to say that I'm really happy that they've been working on this. Creating the parking lot is something that was really important because the cars were just parking every which way on Atherton and creating quite a safety issue for the children in the area. I'm glad to see that we are going to keep the basketball because that was one of the concerns that people had. A lot of the kids play basketball in the area and then to have the soccer fields there. How many parking spaces where they, did you say 30?

Bryan Conant, Park and Recreation Superintendent

30.

Alderwoman Klee

Would that be adequate if there's two games? It's going to be better, trust me. I'm just curious.

Bryan Conant, Park and Recreation Superintendent

The parking lot in the park is 30 spaces and I believe there's an additional 10 on the side of the road on Atherton.

Alderwoman Klee

On Atherton. Thank you.

MOTION CARRIED

From: Amy Girard, Purchasing Manager

Re: Purchase a Toro 4300-D Groundsmaster in the amount of \$81,560.33 funded from 81300 Machinery & Equipment/CERF

MOTION BY ALDERMAN GOUVEIA TO APPROVE THE PURCHASE OF A 2022 TORO 4300-D GROUNDSMASTER FROM TURF PRODUCTS IN THE AMOUNT OF \$81,560.33. FUNDING WILL BE THROUGH DEPARTMENT: 177 PARKS & RECREATION; FUND: 81300 MACHINERY & EQUIPMENT/CERF

ON THE QUESTION

Mayor Donchess

Mr. Conant?

Bryan Conant, Park and Recreation Superintendent

Good evening. This piece of equipment is on our CERF list and will be used at Holman Stadium. I'd be happy to answer any questions on this if there are any.

Mayor Donchess

Alderman Gouveia?

Alderman Gouveia

Thank you, Mr. Mayor. More of a general question, what exactly does this piece of equipment do?

Bryan Conant, Park and Recreation Superintendent

This piece of equipment cuts the grass. What we're doing here is this particular mower is a reel to bed-knife mover instead of a rotary blade. It gives a very precise cut, allows us to cut closer than you typically could with a regular rotary blade. This is the same mower that's used at Fenway Park, the natural fields down at Gillette Stadium. It's going to be a great addition to the arsenal we have.

MOTION CARRIED

From: Amy Girard, Purchasing Manager

Re: Purchase a Toro Reelmaster 3575-D in the amount of \$77,697.76 funded from 81300 Machinery & Equipment/CERF

MOTION BY ALDERMAN GOUVEIA TO APPROVE THE PURCHASE OF A 2022 TORO REELMASTER 3573-D FROM TURF PRODUCTS IN THE AMOUNT OF \$77,697.76. FUNDING WILL BE THROUGH DEPARTMENT: 177 PARKS & RECREATION; FUND: 81300 MACHINERY & EQUIPMENT/CERF

ON THE QUESTION

Mayor Donchess

Mr. Conant?

Bryan Conant, Park and Recreation Superintendent

This particular mower was put on the CERF list. This is a mower we'd use on athletic fields. The reason why I chose this particular model, currently right now the pieces of equipment we use are 7,200 lbs. This particular mower is about 3,000 lbs. I'm looking to get something a little bit lighter on our athletic fields. I noticed in some of the smaller areas the wear and tear we get from the bigger mower that has been used in the past years. So that's why this is on there. I'd be happy to answer any questions.

MOTION CARRIED

From: Amy Girard, Purchasing Manager

Re: Purchase a John Deere 410P-tier Backhoe in the amount of \$166,900 funded from 81500 Vehicles/CERF

MOTION BY ALDERMAN GOUVEIA TO APPROVE THE PURCHASE OF ONE (1) 410-P-TIER JOHN DEERE BACKHOE FROM UNITED CONSTRUCTION AND FORESTRY IN THE AMOUNT OF \$166,900. FUNDING WILL BE THROUGH DEPARTMENT: 161 STREETS; FUND: 81500 VEHICLES/CERF

ON THE QUESTION

Mayor Donchess

Is this Mr. Ibarra?

Jon Ibarra, Street Superintendent

Thank you, Mayor. Good evening everybody. So this backhoe purchase was off the source well municipal contract. It will replace our 2013 Caterpillar backhoe though we will keep that as a backline unit to assist with snow operations. This unit will be used for snow and it's a frontline piece for sewer repairs or any work we're doing along the sidewalks and streets throughout the City. I'm happy to answer any questions also.

MOTION CARRIED

From: Amy Girard, Purchasing Manager

Re: Purchase a CV515 SFA Cab and Chassis in the amount of \$82,125 funded from 81500 Vehicles/CERF

MOTION BY ALDERMAN GOUVEIA TO APPROVE THE PURCHASE OF ONE (1) 2023 INTERNATIONAL CV515 SFA CAB AND CHASSIS FROM ALLEGIANCE TRUCKS OF MANCHESTER, NH, IN THE AMOUNT OF \$82,125. FUNDING WILL BE THROUGH DEPARTMENT: 161 STREETS; FUND: 81500 VEHICLES/CERF

ON THE QUESTION

Jon Ibarra, Street Superintendent

So this also is a frontline unit. It will be replacing our 2012 074 550 Ford. It will be used for snow operations as well as daily operations in the maintenance of the infrastructure throughout the City. I'm happy to answer any questions you have on that.

Mayor Donchess

Anyone? All those in favor?

MOTION CARRIED

From: Amy Girard, Purchasing Manager

Re: Purchase a CV515 flatbed up fit package in the amount of \$26,000 funded from 81500 Vehicles/CERF

MOTION BY ALDERMAN GOUVEIA TO APPROVE THE PURCHASE OF ONE (1) CV515 FLATBED UP FIT PACKAGES FROM VIKING-CIVES USA OF WILLISTON, VT, IN THE AMOUNT OF \$26,000. FUNDING WILL BE THROUGH DEPARTMENT: 161 STREETS; FUND: 81500 VEHICLES/CERF

ON THE QUESTION

Jon Ibarra, Street Superintendent

So this is the up-fit kit that will go on the CV515 that you just approved. This also includes a spreader for salt for the winter. I'm happy to answer any questions you may have.

Mayor Donchess

Anybody? All those in favor?

MOTION CARRIED

From: Amy Girard, Purchasing Manager

Re: Purchase a 324G John Deer Skid Steer in the amount of \$70,452.84 funded from 81500 Vehicles/CERF

MOTION BY ALDERMAN GOUVEIA TO APPROVE THE PURCHASE OF ONE (1) 324G JOHN DEER SKID STEER FROM UNITED AG & TURF. IN THE AMOUNT OF \$70,452.84. FUNDING WILL BE THROUGH DEPARTMENT: 161 STREETS; FUND: 81500 VEHICLES/CERF

ON THE QUESTION

Jon Ibarra, Street Superintendent

This will be replacing our 2010 061 Bobcat Skid Steer. Again, another unit that will be used for snow removal or snow operations as well as any construction projects we do throughout the City in our daily ops. I'm happy to answer any questions you might have on this unit.

Mayor Donchess

Anyone? All those in favor?

MOTION CARRIED

UNFINISHED BUSINESS - None

TABLED IN COMMITTEE - None

NEW BUSINESS – RESOLUTIONS - None

NEW BUSINESS – ORDINANCES - None

RECORD OF EXPENDITURES

MOTION BY ALDERMAN GOUVEIA THAT THE FINANCE COMMITTEE HAS COMPLIED WITH THE CITY CHARTER AND ORDINANCES PERTAINING TO THE RECORD OF EXPENDITURES FOR THE PERIOD FROM JANUARY 27, 2023 TO FEBRUARY 9, 2023

MOTION CARRIED

GENERAL DISCUSSION

Mayor Donchess

Alderman Clemons?

Alderman Clemons

Thank you. I just wanted to take the opportunity to thank all the employees who are here and who come to these meetings. I don't think it's said enough that how fantastic each and every one of them are and how really what a great team we have here in Nashua. I just wanted that stated for the record.

Mayor Donchess

Thank you and for bringing that up. Certainly your praise is well deserved. Anyone else for general comments?
Alderman Klee.

Alderman Klee

Thank you, Mr. Mayor. I actually wasn't going to say anything until Alderman Clemons said that I was meeting with someone from my Ward today. One of the things that came up was our phenomenal employees. That we're short staffed and every time that he comes to speak with anybody, and he's spoken to Director Cummings, to anybody in Assessing, and to any place, they always greet him with a smile. I said yes we have phenomenal employees. So I'm kind of piggybacking on that and thank you for bringing it up.

PUBLIC COMMENT - None

REMARKS BY THE ALDERMEN - None

ADJOURNMENT

**MOTION BY ALDERMAN KLEE TO ADJOURN
MOTION CARRIED**

The Finance Committee meeting was adjourned at 7:50 p.m.

Alderman Tyler Gouveia
Committee Clerk, Pro Tem



CV515 SFA

Sales Proposal For:

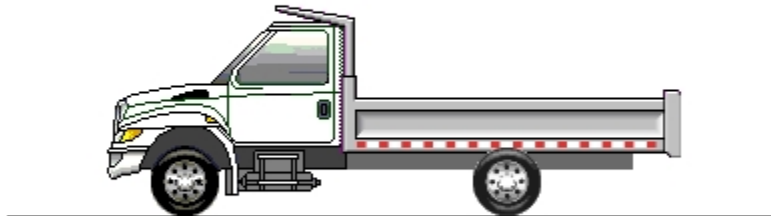
CITY OF NASHUA

Presented By:

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Model Profile
2023 CV515 SFA (CV515)

AXLE CONFIG:	4X4
MISSION:	Requested GVWR: 21000. Calc. GVWR: 22500. Calc. GCWR: 37000
DIMENSION:	Wheelbase: 165.00, CA: 83.80, Axle to Frame: 63.00
ENGINE, DIESEL:	{International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 2750 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 23,500-lb GVW and 37,500-lb GCW Max, On/Off Highway
AXLE, FRONT DRIVING:	{Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting
AXLE, REAR, SINGLE:	{Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.30
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 225/70R19.5 Load Range G HYBRID HS3 (CONTINENTAL), 649 rev/mile, 87 MPH, All-Position
TIRE, REAR:	(4) 225/70R19.5 Load Range G HYBRID HD3 (CONTINENTAL), 647 rev/mile, 87 MPH, Drive
SUSPENSION, REAR, SINGLE:	15,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100CX Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
CV51500	Base Chassis, Model CV515 SFA with 165.00 Wheelbase, 83.80 CA, and 63.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1AMM	SKID PLATE Steel, Frame Mounted, Protects the Transfer Case from the Ground
1ANB	AXLE CONFIGURATION {Navistar} 4x4
	<u>Notes</u>
	: Pricing may change if axle configuration is changed.
1CGH	FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield), Straight Top Flange with Contoured Bottom, Height Transitions from 7.375" (187.325mm) to 9.125" (231.775mm) to 7.625" (193.675mm); Width: 3.079" (78.21mm); Thickness: 0.3125" (7.94mm); 383.3" (9735.8mm) Max OAL
1LEG	LICENSE PLATE HOLDER Includes Upper & Lower Mounting Plate Hardware, Mounted in Existing Holes in Front Bumper
1LNZ	BUMPER, FRONT Contoured, Steel, Chrome Plated, for CV and RE Bus
1WEB	WHEELBASE RANGE 128" (325cm) Through and Including 183" (465cm)
1WND	AF RANGE 50" (128cm) Through and Including 75" (190cm)
2EWA	AXLE, FRONT DRIVING {Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting
2WLC	AXLE, FRONT DRIVING, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints
3AJN	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 7,500-lb Capacity, with Shock Absorbers
4240	BRAKE SYSTEM, HYDRAULIC {Bosch} Split System, with Four Channel ABS, Traction Control, Electronic Stability Control, Hydromax Brake Booster with High Speed Master Cylinder and Trailer Sway Control
4EBD	AIR DRYER {Wabco System Saver 1200} with Heater
4EVD	DUST SHIELDS, FRONT BRAKE for Hydraulic Brakes
4EVE	DUST SHIELDS, REAR BRAKE for Hydraulic Brakes
4GBJ	BRAKE, PARKING {Bosch} DSSA Type, 12" x 3"; for Hydraulic Brake Chassis; Foot Operated in Cab; Differential Mounted
4SBX	AIR COMPRESSOR 7.1 CFM, with Clutch
4VGA	AIR DRYER LOCATION Mounted Outside Right Rail, Forward of Front Wheel
4VKM	AIR TANK LOCATION (1) Mounted Outside Left Rail, Perpendicular to Rail, Behind Battery Box
4XCU	BRAKES, FRONT {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 8,000-lb Capacity

<u>Code</u>	<u>Description</u>
4XCV	BRAKES, REAR {Meritor Quadraulic} Hydraulic Disc Type, with Four 64mm Diameter Pistons, 15,500-lb Capacity per Axle
5708	STEERING COLUMN Tilting
5CBG	STEERING WHEEL 4-Spoke; 15" Dia., Black
5PSS	STEERING GEAR {Bosch S2 8014 Plus} Power
6DHD	DRIVELINE SYSTEM {Dana Spicer} SPL100 Main Driveline, Direct Mount Transfer Case to Transmission, SPL70 Driveline to Front Axle, for 4x4
7BLL	EXHAUST SYSTEM Horizontal, Frame Mounted Right Side, Under Rail, for Single Exhaust
7SDS	ENGINE EXHAUST BRAKE for International 6.6 Engine
7XAA	MANUAL REGEN Capability
8002	ELECTRICAL SYSTEM 12-Volt for CV Model
	<u>Includes</u>
	: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
	: PARKING LIGHT PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
	: TURN SIGNALS, FRONT Includes Reflectors and Solid State Flashers; Flush Mounted
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Integral with Turn Signal Lever
8541	HORN, ELECTRIC (2) Disc Style
8AAB	DEFROSTER, REAR WINDOW Electric
8GJB	ALTERNATOR {Denso SC6} Brush Type, 12 Volt, 220 Amp Capacity
8HBW	TRAILER BRAKE CONTROL Integrated
8HXU	BODY BUILDER WIRING Rear of Frame; Includes One Sealed Connector for Separate Ground/Backup/ Left and Right Hand Turn, Left and Right Hand Tail/Stop/ Accessory Power and Combined for Left and Right Hand Stop/Turn
8MWA	BATTERY SYSTEM {VARTA} Maintenance-Free, (2) 12-Volt 1300CCA Total, Top Threaded Stud
8NAA	TAIL LIGHT WIRING MODIFIED Includes: Wiring for Standard Lt & Rt Tail Lights; Separate 8.0' of Extra Cable Wiring for Lt & Rt Body Mounted Tail Lights
8RNM	RADIO AM/FM/Clock/Bluetooth, Seek/Scan, with 7" Color Touch Panel Display
8RNU	SPEAKERS (6)
8RNY	CAMERA SYSTEM, REAR VIEW Includes Camera, Mounting, Wiring and Interface to the Monitor, for the Back-up Camera System
8THB	BACK-UP ALARM Electric, 102 dBA
8TRA	TRAILER CONNECTION SOCKET Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps

Code	Description
8TUK	STOP, TURN, TAIL & B/U LIGHTS Multi-Function, Sealed, LED Lights for Stop, Turn and Tail Lights, Incandescent Backup Lights, with Rear Reflex Reflector, Includes LED License Plate Light
8TUM	AUXILIARY HARNESS "Y" Harness for Auxiliary Front Head Lights (High/Low Beam), Marker Lights, and Turn Signals for Front Plow Applications
8VVB	BATTERY BOX Steel, with Plastic Cover, 2 Battery Capacity, Parallel to Rail, 28" Wide, Mounted Left Side Under Cab
8WBW	JUMP START STUD Remote Mounted
8WTT	SWITCH, TOGGLE, FOR WORK LIGHT Lighted; on Instrument Panel and Wiring Effects for Customer Furnished End of Frame Light
8XJG	FOG LIGHTS (2) Clear Lens, Halogen, Rectangular, with White Light Source
8XJM	HEADLIGHTS Halogen, Composite Aero Design, Chrome Trim Bezel, with Daytime Running Lights
8XJP	SWITCH, AUXILIARY 1 to 4 Latching Switches with 30-Amp Fuses
8XJV	CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Flush Mounted on Cab
8XJW	STARTING MOTOR 12 Volt
8XJX	POWER INVERTER 12 Volt DC to 110 Volt AC
8XKS	SWITCH, TOGGLE, ROOF WORKLIGHT Lighted; in Overhead Console and Wiring Effects for Customer Furnished Roof Mounted Light
9AAB	LOGOS EXTERIOR Model Badges
9HCG	GRILLE Chrome, with Chrome Headlight Bezels
9HCU	RADIATOR STONE GUARD Mounted to Front Bumper
9WAC	BUG SCREEN Mounted Behind Grille
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction
9WBN	FENDER EXTENSIONS Painted
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
10JPA	CUSTOMER IDENTITY for Sourcewell
10SLV	PROMOTIONAL PACKAGE Government Silver Package
10WWS	SNOW PLOW PREP PACKAGE Includes Wiring for Roof Mounted Light
10XAX	GVWR WEIGHT CLASSIFICATION Class 6 (19,501-26,000 lbs)
12GAG	ENGINE, DIESEL {International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)

Includes

<u>Code</u>	<u>Description</u>
	: GLOW PLUG Automatic with Indicator Light : OIL FILTER, ENGINE Spin-On Type
12TTM	FAN DRIVE Viscous Type, Screw On, Rear Tether, Electronically Controlled
12VGC	AIR CLEANER Single Element, with Water Separator
12VJP	EMISSION, CALENDAR YEAR {International 6.6} EPA, OBD and GHG Certified for Calendar Year 2023
12WGG	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic Controlled, On/Off Switch Mounted on Dash, with Steering Wheel Button Control
12WUU	GOVERNOR Electronic Road Speed Type; with 75 MPH Default
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XBL	BLOCK HEATER, ENGINE 120V/800W
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty
12XZD	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 730 SqIn Louvered, with 578 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler
13BCH	TRANSMISSION, AUTOMATIC {Allison 2750 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 23,500-lb GVW and 37,500-lb GCW Max, On/Off Highway
13TLP	TRANSFER CASE {Meritor MTC-3203} 2-Speed, Gear Drive, 3,000 lb-ft Torque Rating, Less PTO Provision, Electric Shift Control
	<u>Notes</u> : Transfer Case Includes 40W Synthetic Lube
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYY	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14897	DIFFERENTIAL, LOCKING {Dana Spicer Trac-Lok} Torque Proportioning Limited Slip
14AJE	AXLE, REAR, SINGLE {Dana Spicer S16-130} Single Reduction, 15,500-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.30
14SAE	SUSPENSION, REAR, SINGLE 15,500-lb Capacity, Vari-Rate Springs
14WAP	SHOCK ABSORBERS, REAR (2)
14WMN	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints

<u>Code</u>	<u>Description</u>
15SZP	FUEL TANK Top Draw, Plastic, Rectangular, 17" Tank Depth, 25 US Gal (95L), Includes Auxiliary Draw Port and Fuel Filler Assembly, Mounted Between Frame Rails and Forward of Rear Axle
15WDZ	DEF TANK 6.75 US Gal (26L) Capacity, Frame Mounted Outside Right Rail, Under Cab
16030	CAB Conventional, Day Cab
	<u>Includes</u>
	: CAB DOOR LOCKS Power Door Locks All Doors
	: DOME LIGHT, CAB with OFF/DOOR/ON Settings; Located in Overhead Console
	: READING LIGHT, CAB Located in Overhead Console
	: STEP (2) One Per Door
	: STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door
16975	HEATER HOSES Silicone
16ACB	MIRROR, INSIDE REAR VIEW with Manual Tilt
16BAN	DOOR HANDLE, EXTERIOR Bright Finish
16BBA	GLASS, ALL WINDOWS Solar Absorbing, Tint
16CEM	COLOR, INTERIOR Dark Ash
16HCT	GAUGE CLUSTER English Speedometer, Includes English Odometer; Includes 3.5" Monochromatic Display with Personalization, Warning Messages and Vehicle Information
16KVR	SEAT, DRIVER High Back with Integral Headrest, with Recline, Cloth, Manual Adjust Lumbar
16LVP	SEAT, TWO-MAN PASSENGER High Back with Integral Headrest in Outboard Position, Center Fold-Down Armrest with Storage, Cloth, with Recline
16SPT	MIRRORS (2) Manual Folding and Extending, Power Adjust, Heated, Turn Signal Indicator Located in Mirror, Bright Heads and Arms, for 96" Load Width
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	<u>Includes</u>
	: SUN VISOR (2) Vinyl
16WAK	WINDOW, POWER (2) in Left and Right Doors
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type
16XAL	KEYLESS ENTRY SYSTEM REMOTE with Panic Alarm and Horn Beep Lock Confirmation, Includes Two Key Fob Transmitters
16XCP	AIR BAG, FRONT, DRIVER SIDE
16XCR	AIR BAG, FRONT, PASSENGER SIDE
16XDE	AIR BAG, SIDE, DRIVER Seat Mounted, Outboard Side-Impact Airbag
16XDG	AIR BAG, SIDE, PASSENGER Seat Mounted, Outboard Side-Impact Airbag

Code	Description
16XDH	AIR BAG, SIDE CURTAIN Roof Mounted, for Front and Rear Outboard Seating Positions for Driver and Passenger Sides
16XUC	ACCESS, CAB Bright Aluminum, Driver & Passenger Sides, One Step per Door, for use with Day Cab
16XZA	AIR CONDITIONER with Heater, Single Zone
27DTX	WHEELS, FRONT {Accuride 50180} DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DTX	WHEELS, REAR {Accuride 50180} DUAL DISC; 19.5x6.75 Rims, Powder Coat Steel, 4-Hand Hole, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29SAE	WHEEL SEALS, FRONT {Chicago Rawhide Nitrile} for Oil Lubricated Wheel Bearings
7779445428	(4) TIRE, REAR 225/70R19.5 Load Range G HYBRID HD3 (CONTINENTAL), 647 rev/mile, 87 MPH, Drive
7779445433	(2) TIRE, FRONT 225/70R19.5 Load Range G HYBRID HS3 (CONTINENTAL), 649 rev/mile, 87 MPH, All-Position

Services Section:

40131	<p>WARRANTY Standard for CV515, Effective with Vehicles Built December 3, 2018 or Later, CTS-3000A</p> <p>g-797b SURCHARGE</p> <p>9' Fisher plow , as described in Donovan Quote #SC12021</p> <p>Priced under Sourcewell Contract</p>
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(US DOLLAR)

Description

Price

Net Sales Price:

\$82,125.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



CONTRACT FOR INDEPENDENT CONTRACTOR

TITLE

A CONTRACT BETWEEN

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

AND

BENCHMARK OFFICE SYSTEMS

and its successors, transferees and assignees (together "Independent Contractor")

75 Gilcreast Road, Suite 311 Londonderry, NH 03053

ADDRESS OF INDEPENDENT CONTRACTOR

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

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

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

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

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

Exhibit A--General Conditions for Contracts

Exhibit B—Vendor's quote outlining 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.

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

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

DESCRIPTION OF WORK: PROVIDE PRINTING, FAXING AND COPYING SERVICES FOR LIBRARY PATRONS : INCLUDES PROVIDING HARDWARE, SOFTWARE, AND SUPPORT. SEE EXHIBIT B FOR DETAILS

3. PERIOD OF PERFORMANCE. Independent Contractor shall perform and complete all work during a 3 year period beginning on or about February 21, 2023 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. Independent Contractor shall begin performance upon receipt of an Executed Contract **and** a valid Purchase Order issued from the City of Nashua.

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

\$43,948.44 **DOLLARS plus cost of any page overages as outlined in Exhibit B**

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

Unless Independent Contractor has received a written exemption from the City of Nashua, Independent Contractor shall submit an itemized Application for Payment for operations completed in accordance with the values stated in the Agreement. Such applications shall be supported by such data substantiating the Independent Contractor's right to payment as the City of Nashua may reasonably require. Independent Contractor shall submit requests for payment for services performed under this agreement directly to:

- Electronically via email to 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**.

The City of Nashua will pay for work satisfactorily completed and accurately invoiced by Independent Contractor within thirty (30) days from the time of approval by the City of Nashua.

5. EFFECTIVE DATE OF CONTRACT. This contract shall not become effective until the date of execution 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:

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

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

City of Nashua, NH (signature)

(signature)

James W Donchess, Mayor
(Printed Name and Title)

(Printed Name and Title)

Date

Date

EXHIBIT A
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General Terms and Conditions

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

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

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

Independent Contractor shall furnish competent and skilled personnel to perform the work under this contract. The City of Nashua reserves the right to approve key personnel assigned by Independent Contractor to perform work under this contract. Approved key personnel shall not be taken off of the project by Independent Contractor without the prior

written approval of the City of Nashua, except in the event of termination of employment. Independent Contractor shall, if requested to do so by the City of Nashua, remove from the job any personnel whom the City of Nashua determines to be incompetent, dishonest, or uncooperative.

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

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

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

6. **CITY OF NASHUA COOPERATION** The City of Nashua agrees that its personnel will cooperate with Independent Contractor in the performance of its work under this contract and that such personnel will be available to Independent Contractor for consultation at reasonable times and after being given sufficient advance notice that will prevent conflict with their other responsibilities. The City of Nashua also agrees to provide Independent Contractor with access to City of Nashua records in a reasonable time and manner and to schedule items that require action by the City of Nashua and Finance Committee in a timely manner. The City of Nashua and Independent Contractor also agree to attend all meetings called by the City of Nashua or Independent Contractor to discuss the work under the

Contract, and that Independent Contractor may elect to conduct and record such meetings and shall later distribute prepared minutes of the meeting to the City of Nashua.

7. **DISCOVERY OF CONFLICTS, ERRORS, OMISSIONS, AMBIGUITIES, OR DISCREPANCIES**

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

8. **TERMINATION OF CONTRACT**

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

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

Upon receipt of notice of termination, abandonment, or suspension at will, Independent Contractor shall:

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

In the event of a termination, abandonment, or suspension at will, Independent Contractor shall receive all amounts due and not previously paid to Independent Contractor for work satisfactorily completed in accordance with the contract prior to the date of the notice and

compensation for work thereafter completed as specified in the notice. No amount shall be allowed or paid for anticipated profit on unperformed services or other unperformed work.

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

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

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

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

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

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

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

9. **DISPUTE RESOLUTION.** The parties shall attempt to resolve any dispute related to this contract as follows. Either party shall provide to the other party, in writing and with full documentation to verify and substantiate its decision, its stated position concerning the dispute. No dispute shall be considered submitted and no dispute shall be valid under this provision unless and until the submitting party has delivered the written statement of its position and full documentation to the other party. The parties shall then attempt to resolve the dispute through good faith efforts and negotiation between the City of Nashua Representative and an Independent Contractor Representative. At all times, Independent Contractor shall carry on the work under this contract and maintain and complete work in accordance with the requirements of the contract or determination or direction of the City of Nashua. If the parties are unable to resolve their dispute as described above within 30 days, if requested in writing by either the City of Nashua or the Independent Contractor within 14 days after the 30 days described above,, the parties shall attempt to resolve the dispute by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties, which agreement shall not be unreasonably withheld. If the parties cannot agree to a mediator within 30 days or the dispute cannot be settled within a period of thirty (30) days with the mediator, the parties' reserve the right to pursue any available legal and/or equitable remedies for any breaches of this contract except as that right may be limited by the terms of this contract.

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

11. **INSURANCE** Independent Contractor shall carry and maintain in effect during the performance of services under this contract:
 - General Liability insurance in the amount of \$1,000,000 per occurrence; \$2,000,000 aggregate;

 - \$1,000,000 Combined Single Limit Automobile Liability; ***Coverage must include all owned, non-owned and hired vehicles ;**

 - Professional Liability insurance in the amount of \$1,000,000; and

- Workers' Compensation Coverage in compliance with the State of New Hampshire statutes, \$100,000/\$500,000/\$100,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

reports, studies, photographs, negatives or other documents, data, drawings or other materials including but not limited to those contained in media of any sort (e.g., electronic, magnetic, digital) prepared by or supplied to Independent Contractor in the performance of its obligations under this contract must be retained by Independent Contractor for a minimum of four years after final payment is made and all other pending matters are closed. If, at any time during the retention period, the City of Nashua, in writing, requests any or all of the materials, then Independent Contractor shall promptly remit and deliver the materials, at Independent Contractor's expense, to the City of Nashua. Independent Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than the performance of Independent Contractor's obligations under this contract without the prior written consent of the City of Nashua.

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

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

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

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

22. **FINAL ACCEPTANCE** Upon completion of all work under the contract, Independent Contractor shall notify the City of Nashua in writing of the date of the completion of the work and request confirmation of the completion from the City of Nashua. Upon receipt

of the notice, the City of Nashua shall confirm to Independent Contractor in writing that the whole of the work was completed on the date indicated in the notice or provide Independent Contractor with a written list of work not completed. With respect to work listed by the City of Nashua as incomplete, Independent Contractor shall promptly complete the work and the final acceptance procedure shall be repeated. The date of final acceptance of a project by the City of Nashua shall be the date upon which the Nashua Library or other designated official accepts and approves the notice of completion.

23. **TAXES** Independent Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work performed under the contract and make any and all payroll deductions required by law. The contract sum and agreed variations to it shall include all taxes imposed by law. Independent Contractor hereby indemnifies and holds harmless the City of Nashua from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.
24. **NON-WAIVER OF TERMS AND CONDITIONS** None of the terms and conditions of this contract shall be considered waived by the City of Nashua. There shall be no waiver of any past or future default, breach, or modification of any of the terms and conditions of the contract unless expressly stipulated to by the City of Nashua in a written waiver.
25. **RIGHTS AND REMEDIES** The duties and obligations imposed by the contract and the rights and remedies available under the contract shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.
26. **PROHIBITED INTERESTS** Independent Contractor shall not allow any officer or employee of the City of Nashua to have any indirect or direct interest in this contract or the proceeds of this contract. Independent Contractor warrants that no officer or employee of the City of Nashua has any direct or indirect interest, whether contractual, noncontractual, financial or otherwise, in this contract or in the business of Independent Contractor. If any such interest comes to the attention of Independent Contractor at any time, a full and complete disclosure of the interest shall be immediately made in writing to the City of Nashua. Independent Contractor also warrants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract. Independent Contractor further warrants that no person having such an interest shall be employed in the performance of this contract. If City of Nashua determines that a conflict exists and was not disclosed to the City of Nashua, it may terminate the contract at will or for cause in accordance with paragraph 8.

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

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

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

27. **THIRD PARTY INTERESTS AND LIABILITIES** The City of Nashua and Independent Contractor, including any of their respective agents or employees, shall not be liable to third parties for any act or omission of the other party. This contract is not intended to create any rights, powers, or interest in any third party and this agreement is entered into for the exclusive benefit of the City of Nashua and Independent Contractor.
28. **SURVIVAL OF RIGHTS AND OBLIGATIONS** The rights and obligations of the parties that by their nature survive termination or completion of this contract shall remain in full force and effect.
29. **SEVERABILITY** In the event that any provision of this contract is rendered invalid or unenforceable by any valid act of Congress or of the New Hampshire legislature or any court of competent jurisdiction, or is found to be in violation of state statutes or regulations, the invalidity or unenforceability of any particular provision of this contract shall not affect any other provision, the contract shall be construed as if such invalid or unenforceable provisions were omitted, and the parties may renegotiate the invalid or unenforceable provisions for sole purpose of rectifying the invalidity or unenforceability.
30. **MODIFICATION OF CONTRACT AND ENTIRE AGREEMENT** This contract constitutes the entire contract between the City of Nashua and Independent Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth in this contract. No changes, amendments, or modifications of any terms or conditions of the contract shall be valid unless reduced to writing and signed by both parties.
31. **CHOICE OF LAW AND VENUE** This contract shall be governed exclusively by the laws of the State of New Hampshire and any claim or action brought relating to this contract, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9th Circuit Court—Nashua and not elsewhere.