



## RESOLUTION

**AUTHORIZING THE CITY OF NASHUA TO ENTER INTO CONTRACTS WITH NASHUA COMMUNITY COLLEGE, RIVIER UNIVERSITY, TOWN OF HUDSON, TOWN OF MERRIMACK AND THE PLUS COMPANY FOR TRANSIT SERVICES**

### *CITY OF NASHUA*

*In the Year Two Thousand and Twenty*

**RESOLVED** by the Board of Alderman of the City of Nashua that the City is authorized to enter into the contracts substantially in the attached form with Nashua Community College, Rivier University, Town of Hudson, Town of Merrimack and The Plus Company for transit services for the period of July 1, 2020 through June 30, 2021.

**LEGISLATIVE YEAR 2020**

**RESOLUTION:** R-20-019

**PURPOSE:** Authorizing the City of Nashua to enter into contracts with Nashua Community College, Rivier University, Town of Hudson, Town of Merrimack and The Plus Company for transit services.

**SPONSOR(S):** Mayor Jim Donchess

**COMMITTEE  
ASSIGNMENT:**

**FISCAL NOTE:** These revenue contracts provide local matching funds to the transit operating grant.

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**ANALYSIS**

This resolution authorizes the City of Nashua to enter into contracts with Nashua Community College, Rivier University, Town of Hudson, Town of Merrimack and The Plus Company for transit services for the period of July 1, 2020 through June 30, 2021.

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**Approved as to form:** Office of Corporation Counsel

By: Dorothy Clarke

Date: 3 March 2020

**City of Nashua, New Hampshire  
Nashua Transit System  
and  
Nashua Community College  
“UPASS” TRANSPORTATION AGREEMENT  
School Year – 2020 - 2021**

THIS AGREEMENT, is by and between the **City of Nashua, New Hampshire/Nashua Transit System (“NTS”)**, and the **Nashua Community College (“College”)**. NTS is a municipal transit system, with a principal mailing address of 11 Riverside Street, Nashua, NH 03062; and the College with a principal mailing address of 505 Amherst Street, Nashua, NH 03063.

**1. UNLIMITED FIXED-ROUTE ACCESS PRIVILLEGES**

1.1 A valid Nashua Community College student/staff ID card shall be valid for transportation during all scheduled hours of service, on all fixed-route NTS bus routes. Riders presenting a valid Nashua Community College student/staff ID card will be excused from paying a fare at the time of the trip. Compensation made by the College per Section 4 of this agreement shall cover all fares by all such users of NTS service as described in Section 2 of this agreement.

1.2 Ridership on any NTS bus by College students or staff under this Agreement is subject to all NTS rules, terms and conditions of bus ridership. Without limiting the foregoing, NTS expressly reserves the right to refuse service to any person not complying with the same.

**2. SERVICES**

2.1 NTS shall provide its established and regularly publicized fixed-route bus service and any additional bus service it may at its sole discretion activate. All routes operated by NTS are open to and available for public use.

2.2 NTS reserves the right to modify bus routes and schedules as needed and in compliance with federally mandated public transportation regulations per 49 CFR 5307.

**3. TERM OF AGREEMENT**

3.1 The term of this Agreement at the fee amounts stated in Section 4, shall be July 1, 2020 through June 30, 2021.

3.2 If the College desires to continue this program after June 30, 2021, NTS must receive written notification to include expected levels of service by January 15, 2021. Upon such notification, NTS will review the request and the parties can enter into negotiations.

#### **4. COMPENSATION**

4.1 The total amount due to NTS by the College shall be \$15,000.

4.2 The College shall pay NTS as follows:

- a. \$7,500 due by July 15, 2020
- b. \$7,500 due by January 15, 2021

#### **5. RECORDS**

5.1 NTS will keep ridership records for UPass usage. NTS will provide quarterly ridership reports to the College. The College and NTS will work cooperatively to obtain and share any other information deemed necessary by either or both parties.

#### **6. ADMINISTRATION**

6.1 The College shall not have, and shall not exercise any control over NTS's bus service. The College shall not have and shall not exercise any control or supervision over drivers of the buses used in said service,

6.2 It is understood that the College will be responsible for marketing the program to students except that NTS will approve all marketing materials that contain, or reference, the NTS trademark images or properties. NTS will work cooperatively with the College to develop a marketing plan to market the UPass program.

#### **7. INTERRUPTION OF SERVICE/NON-PERFORMANCE**

7.1 NTS shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of NTS.

#### **8. TERMINATION**

8.1 Failure to make payment, as outlined on Section 4, shall result in termination of this Agreement, at NTS's sole and exclusive option. Should NTS exercise its termination option under the terms and conditions of this paragraph, NTS shall have the right to make legal claim for those monies outstanding. Should it be necessary for NTS to exercise its termination option under the terms and conditions of this paragraph, NTS shall not be liable to the College for any claimed damages, personal or property, including any consequential damages, resulting from the loss of bus services under this Agreement. Should this Agreement be terminated under the terms and conditions of this paragraph, and the College then subsequently provides payment as required, NTS may require 30 calendar days to reinstate the terms of this agreement.

8.2 If at any time during the term of this Agreement, either party shall fail to satisfactorily meet the provisions of this Agreement, or if at any time the NTS system makes or notifies the College of what the College considers to be an adverse change in any of the bus service routing covered by this Agreement, the dissatisfied party shall so advise the other party by certified mail indicating in specific detail the nature and basis of its dissatisfaction. The party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days from its receipt; if such corrections are not made to the reasonable satisfaction of the complaining party within said period, the complaining party may terminate this Agreement upon forty-five (45) days written notice.

8.3 All accounts shall be settled on a prorated basis in the event of termination of this Agreement prior to its full term.

8.4 Should NTS or the College be unable to fulfill the requirements of this agreement because of expected lack of funds, then either NTS or the College may provide written notice of such expected lack of funds upon thirty (30) days prior written notice and this agreement shall be terminated.

## **9. AMENDMENT/SEVERABILITY**

9.1 This Agreement contains all terms, provisions, and conditions of the understanding regarding the UPass program between the parties. All the provisions contained herein are intended by the parties to be whole and entire and no provision is intended to be severable.

9.2 This Agreement may be amended at any time by mutual agreement of NTS and the College. Any amendment to this Agreement shall be in writing, signed by both parties, and attached to the original of this Agreement.

## **10. NOTICE**

10.1 Any notices issued, pursuant to the terms of this Agreement, shall be in writing and delivered in person or by certified mail, return receipt requested, and mailed to the address indicated in the execution of this Agreement, unless either party is notified, in writing, to the contrary.

## **11. MISCELLANEOUS**

11.1 This contract shall be governed under the laws of the State of New Hampshire.

11.2 NTS shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

11.3 Any claim or action brought relating to this agreement, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9<sup>th</sup> Circuit Court – Nashua and not elsewhere.

**12. NO DAMAGES FOR DELAY**

12.1 No payment, compensation, or adjustment of any kind shall be made to Agency for Damages because of hindrances or delays in the performance of Provider under this Agreement from any cause.

**13. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING**

13.1 Agency and Provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this agreement without the prior written consent of the other party. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the other party is void. Consent shall be unreasonably withheld. Consent 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 any 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.

**14. INDEMNITY**

To the extent of its liability insurance coverage, the Provider agrees to indemnify the Agency of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Provider shall provide the Agency proof of insurance upon request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized representatives as of the day and year aforesaid.

**CITY OF NASHUA/NTS**

BY: \_\_\_\_\_  
Mayor James Donchess

\_\_\_\_\_  
Date

**NASHUA COMMUNITY COLLEGE**

BY: \_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

**City of Nashua, New Hampshire  
Nashua Transit System  
and  
Rivier University  
"UPASS" TRANSPORTATION AGREEMENT  
School Year – 2020 - 2021**

THIS AGREEMENT, is by and between the **City of Nashua, New Hampshire/Nashua Transit System ("NTS")**, and the **Rivier University ("University")**. NTS is a municipal transit system, with a principal mailing address of 11 Riverside Street, Nashua, NH 03062; and the University is a private school, with a principal mailing address of 420 S. Main St, Nashua, NH 03060.

**1. UNLIMITED FIXED-ROUTE ACCESS PRIVILLEGES**

1.1 A valid Rivier University student/staff ID card shall be valid for transportation during all scheduled hours of service, on all fixed-route NTS bus routes. Riders presenting a valid Rivier University student/staff ID card will be excused from paying a fare at the time of the trip. Compensation made by the University per Section 4 of this agreement shall cover all fares by all such users of NTS service as described in Section 2 of this agreement.

1.2 Ridership on any NTS bus by University students or staff under this Agreement is subject to all NTS rules, terms and conditions of bus ridership. Without limiting the foregoing, NTS expressly reserves the right to refuse service to any person not complying with the same.

**2. SERVICES**

2.1 NTS shall provide its established and regularly publicized fixed-route bus service and any additional bus service it may at its sole discretion activate. All routes operated by NTS are open to and available for public use.

2.2 NTS reserves the right to modify bus routes and schedules as needed and in compliance with federally mandated public transportation regulations per 49 CFR 5307.

**3. TERM OF AGREEMENT**

3.1 The term of this Agreement at the fee amounts stated in Section 4, shall be July 1, 2020 through June 30, 2021.

3.2 If the University desires to continue this program after June 30, 2021, NTS must receive written notification to include expected levels of service by January 15, 2021. Upon such notification, NTS will review the request and the parties can enter into negotiations.



#### **4. COMPENSATION**

4.1 The total amount due to NTS by the University shall be \$6,500.

4.2 The University shall pay NTS as follows:

- a. \$3,250 due by July 15, 2020
- b. \$3,250 due by January 15, 2021

#### **5. RECORDS**

5.1 NTS will keep ridership records for UPass usage. NTS will provide quarterly ridership reports to the University. The University and NTS will work cooperatively to obtain and share any other information deemed necessary by either or both parties.

#### **6. ADMINISTRATION**

6.1 The University shall not have, and shall not exercise any control over NTS's bus service. The University shall not have and shall not exercise any control or supervision over drivers of the buses used in said service.

6.2 It is understood that the University will be responsible for marketing the program to students except that NTS will approve all marketing materials that contain, or reference, the NTS trademark images or properties. NTS will work cooperatively with the University to develop a marketing plan to market the UPass program.

#### **7. INTERRUPTION OF SERVICE/NON-PERFORMANCE**

7.1 NTS shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of NTS.

#### **8. TERMINATION**

8.1 Failure to make payment, as outlined on Section 4, shall result in termination of this Agreement, at NTS's sole and exclusive option. Should NTS exercise its termination option under the terms and conditions of this paragraph, NTS shall have the right to make legal claim for those monies outstanding. Should it be necessary for NTS to exercise its termination option under the terms and conditions of this paragraph, NTS shall not be liable to the University for any claimed damages, personal or property, including any consequential damages, resulting from the loss of bus services under this Agreement. Should this Agreement be terminated under the terms and conditions of this paragraph, and the University then subsequently provides payment as required, NTS may require 30 calendar days to reinstate the terms of this agreement.

8.2 If at any time during the term of this Agreement, either party shall fail to satisfactorily meet the provisions of this Agreement, or if at any time the NTS system makes or notifies the University of what the University considers to be an adverse change in any of the bus service routing covered by this Agreement, the dissatisfied party shall so advise the other party by certified mail indicating in specific detail the nature and basis of its dissatisfaction. The party to whom the complaint is addressed shall have an opportunity to correct the situation giving rise to the complaint within forty-five (45) days from its receipt; if such corrections are not made to the reasonable satisfaction of the complaining party within said period, the complaining party may terminate this Agreement upon forty-five (45) days written notice.

8.3 All accounts shall be settled on a prorated basis in the event of termination of this Agreement prior to its full term.

8.4 Should NTS or the University be unable to fulfill the requirements of this agreement because of expected lack of funds, then either NTS or the University may provide written notice of such expected lack of funds upon thirty (30) days prior written notice and this agreement shall be terminated.

## **9. AMENDMENT/SEVERABILITY**

9.1 This Agreement contains all terms, provisions, and conditions of the understanding regarding the UPass program between the parties. All the provisions contained herein are intended by the parties to be whole and entire and no provision is intended to be severable.

9.2 This Agreement may be amended at any time by mutual agreement of NTS and the University. Any amendment to this Agreement shall be in writing, signed by both parties, and attached to the original of this Agreement.

## **10. NOTICE**

10.1 Any notices issued, pursuant to the terms of this Agreement, shall be in writing and delivered in person or by certified mail, return receipt requested, and mailed to the address indicated in the execution of this Agreement, unless either party is notified, in writing, to the contrary.

## **11. MISCELLANEOUS**

11.1 This contract shall be governed under the laws of the State of New Hampshire.

11.2 NTS shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct.

11.3 Any claim or action brought relating to this agreement, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9<sup>th</sup> Circuit Court – Nashua and not elsewhere.

**12. NO DAMAGES FOR DELAY**

12.1 No payment, compensation, or adjustment of any kind shall be made to Agency for Damages because of hindrances or delays in the performance of Provider under this Agreement from any cause.

**13. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING**

13.1 Agency and Provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this agreement without the prior written consent of the other party. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the other party is void. Consent shall be unreasonably withheld. Consent 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 any 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.

**14. INDEMNITY**

To the extent of its liability insurance coverage, the Provider agrees to indemnify the Agency of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Provider shall provide the Agency proof of insurance upon request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by duly authorized representatives as of the day and year aforesaid.

**CITY OF NASHUA/NTS**

BY: \_\_\_\_\_  
Mayor James Donchess

\_\_\_\_\_  
Date

**RIVIER UNIVERSITY**

BY: \_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

**City of Nashua, New Hampshire Nashua Transit System  
and  
Town of Hudson, New Hampshire  
AGREEMENT FOR TRANSPORTATION SERVICES  
July 1, 2020 thru June 30, 2021**

This agreement is made and entered into by and between the City of Nashua, Nashua Transit System (NTS), ("Provider"); and the Town of Hudson, New Hampshire, ("Town");

**1. PERIOD**

The period of performance of this agreement shall begin on July 1, 2020 and shall terminate automatically on June 30, 2021.

**2. UNDERSTANDING OF THE WORK**

The Provider understands that the Town is seeking demand response transportation services for eligible citizens, including disabled citizens and senior citizens to and from locations in Hudson, Nashua, and Merrimack, and their home. This service is principally used to gain access to adult day care, non-emergency medical appointments, groceries, pharmacies and employment. Service will be available Monday through Friday, and excluding Holidays as defined by the Provider (days service is available are the "Service Days"). The hours of operation for service shall be Monday through Friday 8AM – 5PM including travel time to/from the Nashua garage.

**3. RIDER ELIGIBILITY**

A "Qualified Rider" shall mean any person residing in the Town who has submitted a completed application for demand response services in compliance with FTA 5307 funding requirements. Individuals permanently residing in long-term care facilities (i.e. nursing homes) are, however, excluded from being a "Qualified Rider."

Qualified Rider applications will be emailed or otherwise delivered to the requesting Town citizen by the Provider, the Town, or private medical offices or hospice centers. Completed applications shall be emailed or delivered in hardcopy to a designated person at the Provider.

**4. PROVIDER'S RESPONSIBILITIES**

- A. The Provider shall provide shared ride service to Qualified Riders that is scheduled daily on Service Days as efficiently as possible based on demand for pick-ups and drop-offs.
- B. The Provider shall notify the Town as soon as possible of emergencies that may interrupt the transportation schedule.

- C. The Provider will make every effort to process completed applications expeditiously but the processing may take up to 10 business days.
- D. It is the Provider's responsibility to enter the Qualified Rider information from the application into the system for the scheduling of services.
- E. The Provider reserves the right at its sole discretion to refuse or suspend transportation to any Qualified Rider or person.
- F. The Provider shall be responsible for safe transportation of Qualified Riders. Qualified Riders will be provided curb-to-curb service as required by the American with Disabilities Act ("ADA").

I. Qualified Riders who require door-to-door service shall be provided door-to-door service, however, they must specify when booking their trip that they will need the additional service/help to and from the vehicle.

II. The driver CANNOT do the following:

- a. Help with excessive packages (2 bag limit, no large packages).
- b. Go beyond the doorway into a building to assist Qualified Riders.
- c. For lengthy periods of time, leave their vehicles unattended.
- d. Lose the ability to keep their vehicles under visual observation.
- e. Take action that would clearly be unsafe.

- G. The Provider shall provide reasonable financial and operational data to the Town with respect to all transportation services subject to this Agreement, as requested from time to time.
- H. In performing hereunder, the Provider shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments.
- I. Interruption of Service/Non-Performance: The Provider shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of the Provider.

## **5. RESERVATIONS**

Reservations must be made two (2) business days in advance by the Qualified Rider and can be made Monday through Friday, from 8 AM to 5PM. Requests must be submitted by end of business on Thursday for rides scheduled on the following Monday. Business days do not include weekends or Holidays.

Disabled riders receive top priority in scheduling. Senior citizens receive the next priority in scheduling. When scheduling conflicts arise, The Provider will work to ensure rides are prioritized by those living with a disability and then senior citizens over rides reserved by non-senior, non-disabled citizens. The Hudson van cannot be back to

Nashua for any appointments prior to 10:00 am. All rides may be scheduled up to 2 weeks in advance. There is a 30 minute pick-up window, which riders will be given upon scheduling a trip. The 30-minute pick-up window is included in the total travel time. All reservation pick-up windows are subject to change depending on the daily demand. If changes are required, all passengers will be notified by 5pm the day before the demand response service is requested, unless there are weather or emergency related changes necessitating a shorter timeframe.

Total Travel Time is the beginning of the 30 minute pick-up window to the appointment time.

Riders need to be ready and prompt as drivers are only allowed to wait 5 minutes for a passenger to board the van. All riders may be dropped off within the beginning of the window or the end of the total travel time (Rider should ensure that their destination will be open during the allotted travel time frame.)

Qualified Riders cannot make same day changes to their reservations (i.e. Pick-up/Drop-off locations, scheduled times, etc.).

**6. SPECIAL CONDITIONS**

- A. The Provider reserves the right to deny service and/or require personal care attendants for any clients whom the Provider feels may be a risk to themselves, other passengers or the driver.
- B. The Provider will be closed on the following holidays:

Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day

**7. COMPENSATION**

- A. The Town agrees to pay the Provider \$44.04 per hour for Demand Response service. This service will cost the Town half of the actual cost of service per hour, due to the 50% federal subsidy and passenger farebox payments. The Town has agreed to a total of 423.5 hours of available service, with an estimated Farebox Revenue of \$2,500 for a total billable cost of \$16,149 (see table below).

Hudson Cost per Hour	Available Hours of Service	Annual Cost	Estimated Farebox Revenue	Cost for FY21
\$ 44.04	423.5	\$18,649	\$2,500	\$ 16,149

- B. The Qualified Rider will pay the following passenger farebox rates per one-way ride:

One-Way Farebox Rates	Destination		
	Nashua	Hudson	Merrimack
Hudson Origin Ride	\$5.50	\$3.50	\$7.50

- C. The Provider shall invoice the Town for transportation services at the rate specified in this agreement on an annual basis. The Town shall reimburse the Provider at the agreed rate upon invoice and not to exceed 30 days. Checks shall be made payable to: Nashua Transit System.
- D. At the time that the Town expends 80% of 423.5 Service Hours, the Provider will issue a letter to the Town stating it has reached the 80% point and has 20% or 85 service hours remaining on the contract. If the Town and Provider agree that the remaining service hours in the contract will not be sufficient, the Town has the option to pay the Provider for additional services hours at the same rates as described herein. If the Town expends 423.5 service hours and chooses not to pay for additional services hours, the Provider will curtail services once a total of 423.5 service hours has been reached. In the event all service hours are not used at the termination of this Agreement, the Provider shall keep all payments from Town and the Town is not entitled to any refund.

**8. RELATIONSHIP**

The Provider is an independent contractor and no employee-employer relationship exists between the Provider and the Town. Drivers and employees of the Provider are not subject to the control or supervision of the Town.

**9. INDEMNITY**

To the extent of its liability insurance coverage, the Provider agrees to indemnify the Town from any and all personal injury and property damage claims which may result from the Provider's negligent operation of its motor vehicles. The Provider shall provide the Town proof of insurance upon request.

**10. TITLE VI ASSURANCES**

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color sex or national origin be subjected to discrimination under any program or activity that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

**11. CIVIL RIGHTS**

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing, as such civil rights laws and regulations may be amended from time to time.



**12. EARLY TERMINATION**

This agreement may be terminated at any time with the mutual consent of the Provider and the Town, and it may be terminated unilaterally by either party upon thirty (30) days written notice to the other.

**13. AMENDMENTS.**

This agreement may be amended or modified anytime with the mutual consent of the Provider and the Town. Amendments shall be in writing and in an instrument of equal dignity with this agreement.

**14. COMMUNICATIONS.**

The mailing address of the Provider is:

*Nashua Transit System  
11 Riverside St.  
Nashua NH, 03062*

and its telephone number is:

*(603) 880-0100*

The contact person is:

*Camille Pattison, Transportation Manager*

The mailing address of the Town is:

*Town of Hudson  
21 School Street  
Hudson, NH 03051*

and its telephone number is:

*(603) 886-6024*

The contact person for the Town is:

*Stephen A. Malizia – Town Administrator*

**15. CHOICE OF LAW**

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire, excluding any choice of law or conflicts of law rules that would result in the application of the laws of a different jurisdiction. Any claim or action brought relating to this agreement, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9<sup>th</sup> Circuit Court – Nashua and not elsewhere.

**16. NO DAMAGES FOR DELAY**

No payment, compensation, or adjustment of any kind shall be made to Agency for damages because of hindrances or delays in the performance of Provider under this Agreement from any cause.

**17. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING**

Agency and Provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this agreement without the prior written consent of the other party. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the other party is void. Consent shall be unreasonably withheld. Consent 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 any 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.

**18. ENTIRE AGREEMENT**

These terms of this agreement constitute the entire agreement between the Provider and the Town, and there are no contemporaneous oral agreements contrary hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers, duly authorized, on the dates signed below.

PROVIDER: City of Nashua – Nashua Transit

BY \_\_\_\_\_  
Jim Donchess, Mayor

\_\_\_\_\_  
Witness

DATE \_\_\_\_\_

TOWN: Town of Hudson, New Hampshire

BY \_\_\_\_\_

\_\_\_\_\_  
Witness

DATE \_\_\_\_\_

City of Nashua, New Hampshire Nashua Transit System  
and  
Town of Merrimack, New Hampshire  
AGREEMENT FOR TRANSPORTATION SERVICES  
July 1, 2020 through June 30, 2021

This agreement is made and entered into by and between the City of Nashua, Nashua Transit System (NTS), ("Provider"); and the Town of Merrimack, New Hampshire, ("Town");

1. PERIOD

The period of performance of this agreement shall begin on July 1, 2020 and shall terminate automatically on June 30, 2021.

2. UNDERSTANDING OF THE WORK

The Provider understands that the Town is seeking demand response transportation services for eligible citizens, including disabled citizens and senior citizens to and from locations in Hudson, Nashua, and Merrimack, and their home. This service is principally used to gain access to adult day care, non-emergency medical appointments, groceries, pharmacies and employment. Service will be available Monday through Friday, and excluding Holidays as defined by the Provider (days service is available are the "Service Days"). The hours of operation for service shall be Monday through Friday 8AM to 5PM including travel time to/from the Nashua garage.

3. RIDER ELIGIBILITY

A "Qualified Rider" shall mean any person residing in the Town who has submitted a completed application for demand response services in compliance with FTA 5307 funding requirements. Individuals permanently residing in long-term care facilities (i.e. nursing homes) are, however, excluded from being a "Qualified Rider."

Qualified Rider applications will be emailed or otherwise delivered to the requesting Town citizen by the Provider, the Town, or private medical offices or hospice centers. Completed applications shall be emailed or delivered in hardcopy to a designated person at the Provider.

4. PROVIDER'S RESPONSIBILITIES

- A. The Provider shall provide shared ride service to Qualified Riders that is scheduled daily on Service Days as efficiently as possible based on demand for pick-ups and drop-offs.
- B. The Provider shall notify the Town as soon as possible of emergencies that may interrupt the transportation schedule.
- C. The Provider will make every effort to process completed applications expeditiously but the processing may take up to 10 business days.

- D. It is the Provider's responsibility to enter the Qualified Rider information from the application into the system for the scheduling of services.
- E. The Provider reserves the right at its sole discretion to refuse or suspend transportation to any Qualified Rider or person.
- F. The Provider shall be responsible for safe transportation of Qualified Riders. Qualified Riders will be provided curb-to-curb service as required by the American with Disabilities Act ("ADA").
  - I. Qualified Riders who require door-to-door service shall be provided door-to-door service, however, they must specify when booking their trip that they will need the additional service/help to and from the vehicle.
  - II. The driver CANNOT do the following:
    - a. Help with excessive packages (2 bag limit, no large packages).
    - b. Go beyond the doorway into a building to assist Qualified Riders.
    - c. For lengthy periods of time, leave their vehicles unattended.
    - d. Lose the ability to keep their vehicles under visual observation.
    - e. Take action that would clearly be unsafe.
- G. The Provider shall provide reasonable financial and operational data to the Town with respect to all transportation services subject to this Agreement, as requested from time to time.
- H. In performing hereunder, the Provider shall comply with all applicable laws, ordinances, regulations and codes of the federal, state and local governments.
- I. Interruption of Service/Non-Performance: The Provider shall not be in default of any provisions of this Agreement for failure to perform where such failure is due to strikes, walk-outs, civil insurrections or disorders, order of civil authorities, shortages of motor fuel or equipment, significant funding reductions, acts of God, or for any other cause or causes beyond the control of the Provider.

## 5. RESERVATIONS

Reservations must be made two (2) business days in advance by the Qualified Rider and can be made Monday through Friday, from 8 AM to 5PM. Requests must be submitted by end of business on Thursday for rides scheduled on the following Monday. Business days do not include weekends or Holidays.

Disabled riders receive top priority in scheduling. Senior citizens receive the next priority in scheduling. When scheduling conflicts arise, The Provider will work to ensure rides are prioritized by those living with a disability and then senior citizens over rides reserved by non-senior, non-disabled citizens. The Merrimack van cannot be back to Nashua for any appointments prior to 10:00 am. All rides may be scheduled up to 2 weeks in advance. There is a 30 minute pick-up window, which riders will be given upon

scheduling a trip. The 30-minute pick-up window is included in the total travel time. All reservation pick-up windows are subject to change depending on the daily demand. If changes are required, all passengers will be notified by 5pm the day before the demand response service is requested, unless there are weather or emergency related changes necessitating a shorter time-frame.

Total Travel Time is the beginning of the 30 minute pick-up window to the appointment time.

Riders need to be ready and prompt as drivers are only allowed to wait 5 minutes for a passenger to board the van. All riders may be dropped off within the beginning of the window or the end of the total travel time (Rider should ensure that their destination will be open during the allotted travel time frame.)

Qualified Riders cannot make same day changes to their reservations (i.e. Pick-up/Drop-off locations, scheduled times, etc.).

6. SPECIAL CONDITIONS

- A. The Provider reserves the right to deny service and/or require personal care attendants for any clients whom the Provider feels may be a risk to themselves, other passengers or the driver.
- B. The Provider will be closed on the following holidays:  
Independence Day, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Memorial Day

7. COMPENSATION

- A. The Town agrees to pay the Provider \$44.04 per hour for Demand Response service. This service will cost the Town half of the actual cost of service per hour, due to the 50% federal subsidy and passenger farebox payments. At a projected average of 4.5 hours of service per day, the Town has agreed to a total of up to 1155 hours of service, with an estimated Farebox Revenue of \$12,000 for a total billable cost of \$38,866 (see table below).

Merrimack Cost per Hour	Projected Hours of Service	Annual Cost	Estimated Farebox	Cost for FY21
\$ 44.04	1155	\$50,866	\$12,000	\$38,866

- B. The Qualified Rider will pay the following passenger farebox rates per one-way ride:

One-Way Farebox Rates	Destination		
	Nashua	Hudson	Merrimack
Merrimack Origin Ride	\$4.00	\$6.00	\$2.00

- C. The Provider shall invoice the Town for transportation services at the rate specified in this agreement on an annual basis. The Town shall reimburse the Provider at the agreed rate upon invoice and not to exceed 30 days. Checks shall be made payable to: Nashua Transit System.
- D. At the time that the Town expends 80% of 1155 Service Hours, the Provider will issue a letter to the Town stating it has reached the 80% point and has 20% or 231 service hours remaining on the contract. If the Town and Provider agree that the remaining service hours in the contract will not be sufficient, the Town has the option to pay the Provider for additional service hours at the same rates as described herein. If the Town expends 1155 service hours and chooses not to pay for additional services hours, the Provider will curtail services once a total of 1155 service hours has been reached. In the event all service hours are not used at the termination of this Agreement, the Provider shall keep all payments from Town and the Town is not entitled to any refund.

8. RELATIONSHIP

The Provider is an independent contractor and no employee-employer relationship exists between the Provider and the Town. Drivers and employees of the Provider are not subject to the control or supervision of the Town.

9. INDEMNITY

To the extent of its liability insurance coverage, the Provider agrees to indemnify the Town from any and all personal injury and property damage claims which may result from the Provider's negligent operation of its motor vehicles. The Provider shall provide the Town proof of insurance upon request.

10. TITLE VI ASSURANCES

The parties hereby agree that as a condition of this Agreement, they will comply with Title VI of the Civil Rights Act of 1964, and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, to the end that no person in the United States shall, on the grounds of race, color sex or national origin be subjected to discrimination under any program or activity that receives federal assistance from the Department of Transportation, including the Federal Transit Administration.

11. CIVIL RIGHTS

The parties agree that as a condition of this Agreement they will each comply with all applicable civil rights laws and regulations, in accordance with applicable Federal directives, except to the extent that the Federal government determines otherwise in writing, as such civil rights laws and regulations may be amended from time to time.

12. EARLY TERMINATION

This agreement may be terminated at any time with the mutual consent of the Provider and the Town, and it may be terminated unilaterally by either party upon thirty (30) days written notice to the other.

13. AMENDMENTS

This agreement may be amended or modified anytime with the mutual consent of the Provider and the Town. Amendments shall be in writing and in an instrument of equal dignity with this agreement.

14. COMMUNICATIONS

The mailing address of the Provider is:

*Nashua Transit System  
11 Riverside St.  
Nashua NH, 03062*

and its telephone number is:

*(603) 880-0100*

The contact person is:

*Camille Pattison, Transportation Manager*

The mailing address of the Town is:

*Town of Merrimack  
6 Baboosic Lake Rd.  
Merrimack, NH 03054-0940*

and its telephone number is:

*(603) 424-7075*

The contact person for the Town is:

*Paul Micali -Assistant Town Manager / Finance Director*

15. CHOICE OF LAW

This Agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire, excluding any choice of law or conflicts of law rules that would result in the application of the laws of a different jurisdiction.

Any claim or action brought relating to this agreement, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9<sup>th</sup> Circuit Court – Nashua and not elsewhere.

16. **NO DAMAGES FOR DELAY**

No payment, compensation, or adjustment of any kind shall be made to Agency for damages because of hindrances or delays in the performance of Provider under this Agreement from any cause.

17. **ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING**

Agency and provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this agreement without the prior written consent of the other party. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the other party is void. Consent shall be unreasonably withheld. Consent 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 any 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.

18. **ENTIRE AGREEMENT**

These terms of this agreement constitute the entire agreement between the Provider and the Town, and there are no contemporaneous oral agreements contrary hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers, duly authorized, on the dates signed below.

PROVIDER: City of Nashua – Nashua Transit

BY \_\_\_\_\_  
James Donchess, Mayor

\_\_\_\_\_  
Witness

DATE \_\_\_\_\_

TOWN: Town of Merrimack, New Hampshire

BY \_\_\_\_\_

\_\_\_\_\_  
Witness

DATE \_\_\_\_\_



## **AGREEMENT FOR TRANSPORTATION SERVICES**

This agreement made and entered into by and between the City of Nashua, Nashua Transit System, hereafter called Provider; and The Plus Company, hereafter called the Agency;

### **1. PERIOD**

The period of performance of this agreement shall begin on July 1, 2020 and shall terminate automatically on June 30, 2021.

### **2. UNDERSTANDING OF THE WORK**

The Provider understands that the Agency is seeking paratransit/demand response transportation services for eligible disabled persons (clients) to and from specific Agency locations and their home. Service will be available Monday through Friday. Clients will arrive at the Agency locations between 7:00 a.m. and 9:00 a.m. Passengers will depart the Agency at approximately 1:45 p.m. to 4:00 p.m.

Transportation services currently exist throughout the City of Nashua and the Towns of Merrimack and Hudson. Additional clients may be added to the route with advance notification where space is available. The service provided will be origin to destination.

### **3. CLIENT ELIGIBILITY**

Clients who are eligible for service are those that are unable to utilize the Nashua Transit System Fixed Route bus service due to a disability as defined in the Americans With Disabilities Act of 1990 (ADA).

### **4. PROVIDER'S RESPONSIBILITIES**

- A.** The Provider shall provide shared ride service that is scheduled daily as efficiently as possible based on demand for pick-ups and drop-offs.
- B.** The Provider shall notify the Agency immediately of emergencies that may interrupt the transportation schedule.
- C.** The Provider reserves the right, at its sole discretion, to refuse or suspend transportation to any client.
- D.** The Provider shall be responsible for safe transportation of passengers. Drivers will assist passengers when entering and exiting vehicles as necessary but will not be able to lose sight of the vehicle or enter any buildings.

**5. AGENCY'S RESPONSIBILITIES**

- A. The Agency is responsible to notify each client of the necessity to contact the Provider with changes such as names, addresses, destinations and changes in schedules, by 5:00pm, the day before transportation is to be provided.
- B. The Agency is responsible to ensure that each client understands the necessity that the Provider is made aware of any cancellations no later than 5:00pm the day before the scheduled pick up.
- C. The Agency is responsible to ensure that each client is ready for the scheduled pick-up when the van arrives. The Provider will allow a five (5) minute wait window before a no-show is charged. After the 5 minute window the vehicle will leave and may not be able to return depending on their schedule. Trips canceled within 1-hour of the scheduled pick-up window shall receive a no-show.
- D. The Agency is responsible to ensure that passengers are waiting in the appropriate locations and that they can safely get to/from the Provider's vehicles.
- E. The Agency is responsible to ensure that all clients are supplied with any special equipment needed to safely be transported.
- F. The Agency shall notify the Provider concerning Agency holidays or closings at least one week in advance, except in cases of emergencies the Provider shall be notified as soon as possible.

**6. SPECIAL CONDITIONS**

- A. The Provider reserves the right to deny service and/or require personal care attendants for any clients whom the Provider feels may be a risk to themselves or the drivers or other passengers.
- B. The Provider will observe the following holidays:
  - Independence Day, Labor Day, Thanksgiving Day, Christmas Day,
  - New Year's Day, Memorial Day

7. **COMPENSATION**

- A. The Agency agrees to pay the Provider:
- \$ 8.00 per one way trip with an origin and destination within the City of Nashua.
  - \$ 10.00 per one way trip with an origin or destination outside the City of Nashua.
- B. The Provider shall notify the Agency of any rate increase at least thirty (30) days in advance of any proposed increase.
- C. The Provider shall invoice the Agency for transportation services at the rate specified in this agreement by the 15<sup>th</sup> working day of the month following the month of services rendered.
- D. The Agency shall reimburse the Provider at the agreed rate upon invoice and not to exceed 15 days. Checks shall be made payable to: Nashua Transit System.

8. **RELATIONSHIP**

The Provider and the Agency are associated with each other only for the purposes and to the extent specified in this Agreement. Subject only to the terms of this Agreement, Provider shall have the sole right to supervise, manage, operate, control and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the Provider or City of Nashua whatsoever with respect to the indebtedness, liabilities, and obligations of the Agency or any other party.

9. **INDEMNITY**

To the extent of its liability insurance coverage, the Provider agrees to indemnify the Agency of and from any and all personal injury and property damage claims which may result from the Provider's operation of its motor vehicles. The Provider shall provide the Agency proof of insurance upon request.

10. **EARLY TERMINATION**

This agreement may be terminated at any time with the mutual consent of the Provider and the Agency, and it may be terminated unilaterally by either party upon thirty (30) days written notice to the other.

**11. AMENDMENTS**

This agreement may be amended or modified anytime with the mutual consent of the Provider and the Agency. Amendments shall be in writing and in an instrument of equal dignity with this agreement.

**12. COMMUNICATIONS**

The mailing address of the Provider is:

*Nashua Transit System  
11 Riverside St.  
Nashua NH, 03062*

and its telephone number is:

*(603) 880-0100*

The contact person is:

*Camille Pattison, Transportation Manager*

The mailing address of the Agency is:

*The PLUS Company  
19 Chestnut St.  
Nashua, NH 03060*

and its telephone number is:

*(603) 889-0652*

The contact person for the Agency is:

*Kim Shottes – Executive Director*

**15. ENTIRE AGREEMENT**

These terms of this agreement constitute the entire agreement between the Provider and the Agency, and there are no contemporaneous oral agreements contrary hereto.

**16. CHOICE OF LAW AND FORUM**

This agreement shall be interpreted and enforced in accordance with the laws of the State of New Hampshire, excluding any choice of law or conflicts of law rules that would result in the application of the laws of a different jurisdiction. Any

claim or action brought relating to this agreement, the work performed or contracted to be performed thereunder, or referable in anyway thereto shall be brought in Hillsborough County (New Hampshire) Superior Court Southern Judicial District or in the New Hampshire 9<sup>th</sup> Circuit Court – Nashua and not elsewhere.

**17. NO DAMAGES FOR DELAY**

No payment, compensation, or adjustment of any kind shall be made to Agency for damages because of hindrances or delays in the performance of Provider under this Agreement from any cause.

**18. ASSIGNMENT, TRANSFER, DELEGATION, OR SUBCONTRACTING**

Agency and Provider shall not assign, transfer, delegate, or subcontract any rights, obligations, or duties under this agreement without the prior written consent of the other party. Any such assignment, transfer, delegation, or subcontracting without the prior written consent of the other party is void. Consent shall be unreasonably withheld. Consent 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 any 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers, duly authorized, on the dates signed below.

**PROVIDER: City of Nashua – Nashua Transit**

BY \_\_\_\_\_  
James Donchess, Mayor

\_\_\_\_\_  
Witness

DATE \_\_\_\_\_

**AGENCY: The PLUS Company**

BY \_\_\_\_\_

\_\_\_\_\_  
Witness

DATE \_\_\_\_\_