



TOWN OF NEWMARKET, NEW HAMPSHIRE

Agenda

Wednesday, March 16, 2022, 7:00 PM
Council Chambers

- 1. Pledge of Allegiance**
- 2. Public Forum**
- 3. Town Council to Consider Acceptance of Minutes**
 - a.** March 2, 2022 Meeting Minutes
Accept a Motion to Approve the March 2, 2022 Meeting Minutes.
- 4. Report of the Town Manager**
 - a.** Town Report Dedication
 - b.** Town Councilor Jon Kiper Recognition
 - c.** Town Councilor Helen Sanders Recognition
 - d.** Town Manager's Report
 - e.** February Department Reports
- 5. Committee Reports**
- 6. Old Business**
 - a. Resolutions/Ordinances in the 2nd Reading**
 - i. Resolution #2021/2022-26 - Purchase of New UPS Devices for the Town**
Accept a Motion to Approve Resolution #2021/2022-26 - Purchase of New UPS Devices for the Town.
 - ii. Resolution #2021/2022-27 - New Road Watermain Replacement and Drainage Improvements Project Award**
Accept a Motion to Approve Resolution #2021/2022-27 - New Road Watermain and Drainage Improvements Project Award
 - iii. Resolution # 2021/2022-28 - Bennett and Sewall Wells Improvements Project**
Accept a Motion to Approve Resolution #2021/2022-28 - Bennett and Sewall Wells Improvements Project.

7. New Business/Correspondence

a. Town Council to Consider Nominations, Appointments and Elections

- i. Cris Blackstone - Conservation Commission - Term Expiration April 2025*
Accept a Motion to Reappoint Cris Blackstone to the Conservation Commission with a term expiration of April 2025.
- ii. David Bell - Conservation Commission - Term Expiration April 2025*
Accept a Motion to Reappoint David Bell to the Conservation Commission with a term expiration of April 2025.
- iii. Eric Harter - Library Trustee - Term Expiration April 2025*
Accept a Motion to Appoint Eric Harter as Library Trustee with a term expiration of April 2025.
- iv. Amy Nicholson - Library Trustee - Term Expiration - April 2025*
Accept a Motion to Reappoint Amy Nicholson as Library Trustee with a term expiration of April 2025.
- v. Wayne Rosa - Zoning Board of Adjustment - Term Expiration - April 2025*
Accept a Motion to Reappoint Wayne Rosa to the Zoning Board of Adjustment with a term expiration of April 2025.

b. Correspondence to the Town Council

c. Closing Comments by Town Councilors

d. Next Council Meeting

- i. April 6, 2022*

8. Adjournment

Visitor Orientation to the Town Council Meeting

Welcome to this evening's Council meeting. Please note that the purpose of the meeting is for the Council to accomplish its work within a qualitative time frame. Meetings are open to the public, but public participation is limited. If you wish to be heard by the Council, please note the "Public Forum" at the beginning of the meeting to speak to items on a meeting agenda and/or matters pertaining to the business of the Council. In addition, public hearings may be scheduled for public comment on specific matters.

Speakers must be residents of the Town of Newmarket, property owners in the Town of Newmarket, and/or designated representatives of recognized civic organizations or businesses located in the Town of Newmarket. When they are at the podium, speakers first need to recite their name and address for the record. Visitors should address their comments to the presiding officer and the Council as a body and not to any individual member.

Each speaker shall be provided a single opportunity for comment, limited to three (3) minutes. Public forum shall be limited to fifteen (15) minutes. Visitors should not expect a response to their comments or questions since the Council may not have discussed or taken a position on a matter. Public Forum is not a two-way dialogue between speaker(s), Councilors, and/or the Town Manager. The Chair will preserve strict order and decorum at all Town Council meetings. Outbursts from the public are not permitted.



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
03/02/2022 Meeting Minutes	3/7/2022	Cover Memo

TOWN OF NEWMARKET, NEW HAMPSHIRE

TOWN COUNCIL REGULAR MEETING

March 2, 2022 7:00 PM

Council Chambers

Draft Minutes

Councilors present: Council Chair Toni Weinstein, Councilor Jonathan Kiper, Councilor Megan Brabec, Councilor Scott Blackstone, Councilor Katanna Conley and Councilor Brian Ward.

Staff Present: Finance Director William Tappan, Environmental Director Sean Greig and Wendy Chase, Recording Secretary.

Chair Weinstein convened the meeting at 7:00 PM and led the Pledge of Allegiance.

Chair Weinstein explained that Finance Director William Tappan was sitting in for Town Manager Fournier this evening.

AGENDA

PUBLIC FORUM

Chair Weinstein opened the Public Forum at 7:03 PM.

Chair Weinstein closed the Public Forum at 7:03 PM without public comment.

PUBLIC HEARING

1. Progress of the CDBG-Covid project that provides funding to the municipality and service provider subapplicants for costs in preparing for, responding to, or recovering from Covid-19. Participating organizations include: Newmarket General Assistance, Newmarket Housing Authority, Newmarket Recreation Sunrise Sunset Activity Center, Newmarket Recreation Department Childcare and Newmarket Community Church.

Community Development Block Grant (CDBG) funds are available to municipalities through the NH Community Development Finance Authority. Up to \$500,000 annually is available for Economic Development Projects, up to \$500,000 for Housing Projects, up to \$500,000 for Public Facility Projects, up to \$500,000 in Emergency Funds, up to \$25,000 per Planning Study grant, and up to \$1,000,000 available for each housing project under the CDBG-CV allocation due to COVID-19. Up to \$500,000 was available for CDBG-Covid services. All projects must directly benefit a majority of low and moderate income persons (LMI).

Chair Weinstein opened the Public Hearing on the progress of the CDBG-Covid Project at 7:04 PM.

To date \$150,471 of the \$325,060 CDBG-CV grant has been spent primarily on staffing, a van,

emergency assistance, supplies, scholarships and administration. Currently the projects have until 6/22/22 to incur costs.

Chair Weinstein closed the Public Hearing at 7:06 PM without public comment.

2. Progress of the Newmarket Housing Authority's upgrade project, 34 Gordon Avenue, that includes replacement piping and energy savings improvements. The majority of the 50 residential units are occupied by low and moderate income households.

Chair Weinstein opened the Public Hearing on the progress of the Newmarket's Housing Authority's Improvement Project at 7:06 PM.

According to the current schedule the contractor will have completed the new piping in the buildings by April 2022. The kitchen upgrades, in some units, along with energy improvement items are expected to be complete in summer 2022.

Chair Weinstein closed the Public Hearing at 7:08 PM without public comment.

Chair Weinstein was excused.

Councilor Conley assumed the Chair.

TOWN COUNCIL TO CONSIDER ACCEPTANCE OF MINUTES

February 16, 2022 Non-public Meeting Minutes

Councilor Blackstone made a motion to Approve *the February 16, 2022 Non-public Meeting Minutes*, which was seconded by Councilor Ward.

Motion was Passed by a vote of 5-0-0.

February 16, 2022 Meeting Minutes

Councilor Blackstone made a motion to Approve *the February 16, 2022 Meeting Minutes*, which was seconded by Councilor Ward.

Motion was Passed by a vote of 5-0-0.

REPORT OF THE TOWN MANAGER

Town Manager's Report

Finance Director Tappan read the Town Manager's report.

- COVID-19 and Vaccination Update: As of February 24, there are seven active cases in the

community, a decrease of 84% since the last report. We have had 1,622 cumulative cases. The Seacoast Health Region has seen a 5.6% increase in new cases of the past week. This is down 6% from the previous week.

- The NH DPHS is no longer recommending universal face mask use and recommends that decisions on face mask use be based on individual choice. Face masks continue to be required under federal regulations in certain situations including on public transportation and entering a healthcare facility.
- There has been a slight increase in percentage vaccinated.
- Town Election: Tuesday, March 8 is Town Election Day. At least one Councilor must be present at the polls at all times. The sign-up sheet is with the Town Clerk.

Water & Wastewater Energy Audits

Steve Bolles, Process Energy Services, LLC, gave a PowerPoint presentation on Energy Audits they conducted for the Newmarket Water and Wastewater systems.

In summary

- The Water and Wastewater Systems are operated very efficiently based on the benchmarking data.
- Staff "energy related" capabilities are exceptional compared to other municipalities (data collection, fine tuning equipment operation, interested in improving system efficiency).
- The proposed energy saving measures will help optimize equipment operation, reduce energy costs and improve benchmarking values.

COMMITTEE REPORTS

Councilor Brabec's report of Riverfront Advisory Committee –

-
The design teams on the Schanda Park living shoreline met with the Riverfront Advisory committee and will present the final design to them next month.

Councilor Blackstone's report of the Planning Board meeting –

The Planning Board did not have a quorum for their February 22nd workshop meeting, so they were unable to meet.

Councilor Ward's report of the Budget Committee –

-
The Budget Committee did not have a quorum for their February 28th meeting, so they were unable to meet.

Councilor Conley's report of the Arts and Tourism Committee –

The Arts and Tourism Committee did not have a quorum for their February meeting, so they were unable to meet.

OLD BUSINESS

RESOLUTIONS/ORDINANCES IN THE 2ND READING

Resolution #2021/2022-24 - Tucker Well Project Award

Councilor Blackstone made a motion to Approve *Resolution #2021/2022-24 - Tucker Well Construction Project Award*, which was seconded by Councilor Ward.

Environmental Services Director Grieg explained the award is to increase Newmarket's water supply. They received 4 bids and this was the lowest, but also the best. It was vetted by Wright Pierce Engineering. Director Greig recommends the Council award the bid to Hampstead Area Water Services Company for \$1,969,674 along with the \$195,000 for contingencies.

Councilor Blackstone asked if we worked with this company before and Director Greig said that we have not, but Wright Pierce did a thorough background check on the company resulting in a positive report.

Motion was Passed by a vote of 5-0-0.

Resolution #2021/2022-25 - Tucker Well Dredge and Fill Permit

Councilor Blackstone made a motion to Approve *Resolution #2021/2022-25 - Tucker Well Dredge and Fill Permit*, which was seconded by Councilor Ward.

Environmental Director Greig said that he has to construct a small access road to the wellhead. According to the regulations for the dredge and fill application; the town will have to contribute \$16,678.15 to the Aquatic Resource Fund to construct the road. The fund is used to restore wetlands. The Town may apply for the money in the fund if or when the town needs money to restore wetlands.

Motion was Passed by a vote of 5-0-0.

NEW BUSINESS/CORRESPONDENCE

TOWN COUNCIL TO CONSIDER NOMINATIONS, APPOINTMENTS AND ELECTIONS

Resolutions/Ordinances in the 1st Reading

Resolution #2021/2022-26 - Purchase of New UPS Devices for the Town

Councilor Conley read Resolution #2021/2022-26 into the record.

Resolution #2021/2022-27 - New Road Watermain Replacement and Drainage Improvements Project Award

Councilor Conley read Resolution #2021/2022-27 into the record.

Resolution # 2021/2022-28 - Bennett and Sewall Wells Improvements Project

Councilor Conley read Resolution #2021/2022-28 into the record.

CORRESPONDENCE TO THE TOWN COUNCIL

There was no correspondence.

CLOSING COMMENTS BY TOWN COUNCILORS

Councilor Kiper said he was disappointed that the Planning Board didn't have a quorum to meet last week. Especially because of the important agenda item regarding accessory dwelling units. He commented that if those running for office are not going to be able to commit enough to attend the meetings then they should reconsider running for office. He wondered if committees could be established in a non town affiliated manner so that they didn't have to adhere to the strict meeting guidelines and could continue to meet even if they didn't have a quorum.

Councilor Blackstone commented that this was the first time the Planning Board could not meet because they didn't have a quorum in the two years he has been the ex officio member.

NEXT COUNCIL MEETING

March 16, 2022

ADJOURNMENT

Councilor Conley adjourned the meeting at 8:02 PM.

Dean Adams, New Road asked when the New Road project would begin. He was advised that public comment takes place at the beginning of the meeting under public forum. Ms. Chase took his number and will call him with information regarding the New Road project.

Respectfully submitted,
Wendy Chase, Recording Secretary



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Chief True's Town Report Dedication	3/11/2022	Cover Memo

The Town of Newmarket is proud to dedicate the 2021 Town Report to retired Chief of Police Kyle True.

Kyle began his 28 year law enforcement career as a Patrol Officer in Center Harbor, NH, in 1993, and came to Newmarket in July 1997. He was promoted to the rank of Master Officer in 1999 and was transferred to the Detective Division. In 2005, he was promoted to the rank of Lieutenant, where he served as the Division Commander for the Support Services Division within the Police Department. In 2016, he was named Interim Chief of Police before being named Chief of Police in September 2016.

As Master Detective, he served on the New Hampshire Attorney General's Drug Task Force, working nearly six years undercover on drug cases throughout the state and the country and received numerous awards from the U.S. Organized Crime Task Force. He was named Newmarket Police Officer of the Year in 2004.

He worked with the Child Advocacy Center to assist young victims of sexual assaults. He was recognized at the sixth annual Champions for Children Awards Ceremony.

He led an effort to infuse the Police Department with more diversity.

He also worked in unison with the Newmarket Community Church to form the Newmarket Alliance of Substance Abuse Prevention.

Kyle served the Newmarket community with equal measures of pride and respect and was a recognized and trusted figure within the Town of Newmarket. Those who worked with him were honored to do so. His professionalism and commitment to the town will have positive effects for many years to come.



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Town Manager's 3/16/2022 Report	3/9/2022	Cover Memo



TOWN OF NEWMARKET, NEW HAMPSHIRE
OFFICE of the TOWN MANAGER

REPORT OF THE TOWN MANAGER

March 16, 2022

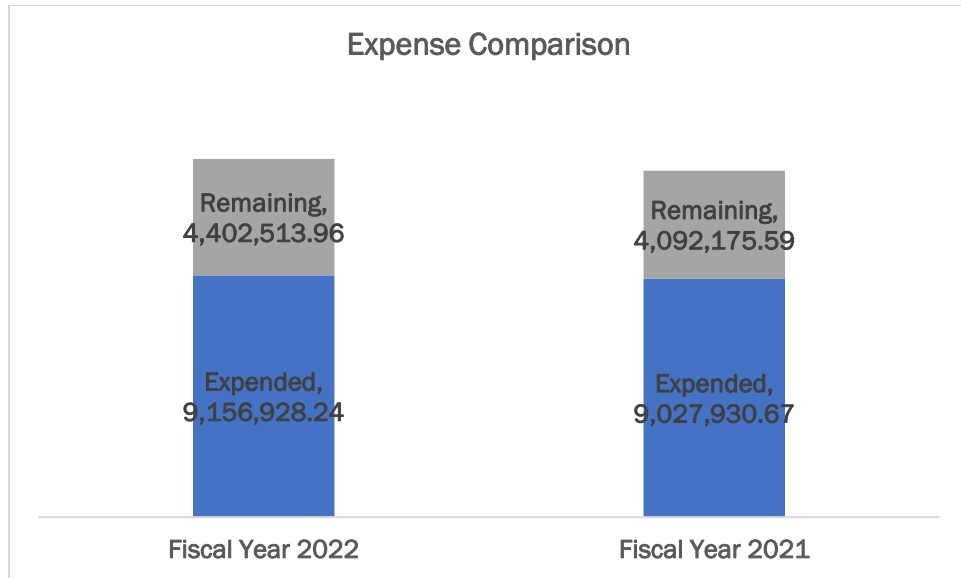
COVID-19 and Vaccination Update: As of March 9, there are 5 active cases in the community. Please note that that is the minimum amount before we can no longer report the number of cases in town. We have not seen numbers this low since last summer. In January, we had the high of 121 cases. We have had 1,634 (17.2% of the population) cumulative cases.

Our health region (Seacoast) and Rockingham County both have substantial levels of community transmission. The Seacoast Health Region has seen a 3.1% increase in new cases over the past week. This is down 2% from the previous report.

NH Department of Health and Human Services has announced that they have closed all state-run testing sites as of March 15. People who want to be tested may still do so by obtaining a home test or visiting a health professional.

FY22 Budget Update: At the end of February, we are on target with our expenditures. We are 66% through the fiscal year and have expended 68% of our operating budget. One area of concern continues to be road salt. As we know when budgeting for FY23, we are seeing an increase of 44% in salt costs. Currently, we are 72% (\$65,000) over budget.

Another area for concern is gas and oil prices. As we are all aware, with the rate of inflation and the ongoing war in Ukraine, oil prices have skyrocketed. Our current paving contract is only good until June and can be adjusted due to huge fluctuations in oil prices. We are currently monitoring the situation further, but we are anticipating less road paving projects and increases in construction costs.



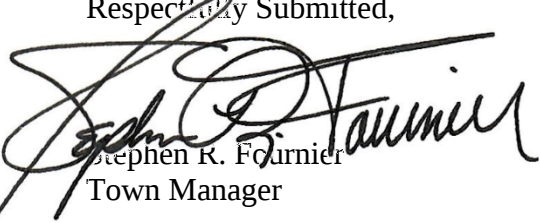
Revenues are doing okay. We are still below where we should be with motor vehicle registrations, However, building permits are much higher than last year.

Town Council Orientation: I have reached out to the three councilors-elect and will be holding an orientation session later this month. I will have an abbreviated version for the entire council of the presentation at the meeting in April.

Sewer and Water Impact Fees: The Director of Environmental Services has informed me that the System Development Charges for Water and Sewer study is complete. This would replace the current water and sewer impact fee system. We are reviewing it and will have a presentation for the Town Council.

Director of Planning and Community Development: Interviews have been completed and I hope to have an announcement shortly.

Respectfully Submitted,


Stephen R. Fournier
Town Manager



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Department Reports February 2022	3/10/2022	Cover Memo

Monthly Department Report

February 2022



POLICE

Activity

Newmarket Police 3-year comparable statistics for the month of February 2022.

	<u>2022</u>	<u>2021</u>	<u>2020</u>
<i>Total calls for service</i>	1685	1544	1951
<i>Motor vehicle stops</i>	358	186	580
<i>Arrests</i>	15	8	15
<i>Offense reports</i>	39	34	40
<i>M/V accidents</i>	13	7	7
<i>Parking tickets</i>	71	33	116
<i>Drug overdoses</i>	0	0	1
<i>Alarms</i>	20	8	13
<i>Death investigations</i>	1	2	0
<i>Mental health related</i>	29	5	0

During the month of February, the Newmarket Police Dispatch Center documented 1685 calls for service. We investigated thirty-nine criminal complaints that required investigations into 30 of them. The cases involved; Theft, Fraud, Criminal Mischief, Reports of Road Rage, Violation of Protective Orders, Second Degree Assault (Strangulation), Simple Assault, Criminal threatening and Domestic Violence. We received several reports of civil disputes between parties that we helped mediate. The civil disputes include landlord/tenant issues, child custody issues, and property ownership.

Several motor vehicle complaints were received and investigated to include Speeding, Road Rage, Reckless Operation of a Motor Vehicle, Hit and Run, Operating Without a Valid License, Driving After Revocation or Suspension, and Driving Under the Influence of Alcohol or Drugs. Numerous arrests were made for driving-related offenses. Patrol officers managed numerous alarms, juvenile incidents, animal incidents and business checks.

Some of the calls we handled this month:

- Portsmouth Police Department requested we check the welfare of a person who left the hospital with an IV in their arm. We located the subject who said he was unsatisfied with his experience at the hospital and left. He no longer had the IV in his arm.
- We met with a subject in the parking lot of the Dinomart. This subject had found a bank deposit bag with thousands of dollars in it. We were able to return it to the bank who returned it to the owner.
- We responded to the area of Salmon Street for a report of a subject causing trouble with the town snow plow. The subject was unhappy with the snow being pushed near the end of his driveway and tried to stand in front of the plow to prevent it. We later spoke with the involved subject and counseled him relative to the safety concerns and the disorderly conduct law.
- We responded to a medical emergency to assist the medical staff. A male subject was being transported to the hospital. The patient was in charge of two juveniles with no one available to take custody of them. The officer remained with the children until a family member could be located to take custody of the children.
- Officers provided traffic control when the train stopped blocking Exeter Road. During this time traffic was being diverted down New Road. Many times, when traffic is diverted to New Road for a stopped train or motor vehicle crash, we receive numerous traffic complaints. Often, we do not have officers available to address these complaints at the time. On this day we had an officer available and were able to monitor traffic on New Road. That officer stopped 6 vehicles for speed violations on New Road during the time the train was stopped.



We had another busy month when it came to animals. We handled 13 animal incidents this month. An animal incident can range from a found dog to an animal struck by a vehicle.

On February 6th, 2022 we received a report from a resident of a dog attack. Two subjects were out running in the area of the pedestrian bridge near the mills. As they crossed the bridge a large black dog attacked one of the runners. The owner of the dog and the other runner were able to pull the dog off the victim. The victim sustained scratches and bruises from the incident. We were able to speak with the owner and verify the dog was up to date with its rabies vaccination. The owner was later issued a dog abatement notice. The abatement notice is a summons/fine that can be issued for a variety of reasons such as dog at large, barking dog or in this case a vicious dog.

We recovered numerous dogs and either returned them to their owners or housed them at the NHSPCA until the owners were found. Below is a young Corgi that was found on Wadleigh Falls Road. We later transported her to the NHSPCA to hold her while we located her family. A short while later a family from just over the Lee town line came in looking for her. We directed them to the NHSPCA to pick her up.



Another animal call we responded to was a report that three deer were struck by several different motor vehicles on Exeter Road. Two of the vehicles sustained damage, one vehicle was not damaged at all. One animal succumbed to injuries sustained from the accident. The other two deer ran off and appeared to be okay.

Our Covid-19 numbers have gone down and currently stand at 6 active cases in Newmarket. We have had no further issues related to Covid-19 at the Police Department.

Personnel

Aaron Hurlburt and **Matthew Pefine**, our two newest officers, continue their training at the New Hampshire Police Academy. The police academy is 16 weeks of intensive training followed by an additional 12-16 weeks of in-the-field training. Hurlburt has completed 8 weeks of training while Pefine just finished his 4th week.

We currently have an open position for police officer. We are currently conducting a pre-employment background check on a candidate for the open dispatch position.

Training

All members of the department conducted training this month on **Defensive Driving** and **Excited Delirium - Excited (or agitated) Delirium** is characterized by agitation, aggression, acute distress and sudden death, often in the pre-hospital care setting. The training teaches officers to recognize the signs of excited delirium and seek immediate medical assistance for the person.

Sergeant Schmidt attended a weeklong **First Line Supervisor/Leadership** course. This course provides the experienced officer with the basic concepts of management and employee relations by giving the knowledge and skills required to effectively supervise personnel within a law enforcement agency. Topics covered include Introduction and Assessments, Your Role as a Leader, Effective Supervision, Effective Communications, Conflict Resolution, Working with Problem Employees, and Legal Issues for First Line Supervisors.

Parking Violations

In February patrol officers issued 71 parking tickets. We continue to be active in the parking enforcement in the downtown area. As the snow has arrived so have some issues related to parking during snow removal. On several occasions we assisted the DPW with moving vehicles hindering snow removal. We also helped clear Main Street on the nights following storms so the DPW could clear Main Street.

Motor Vehicle Accidents

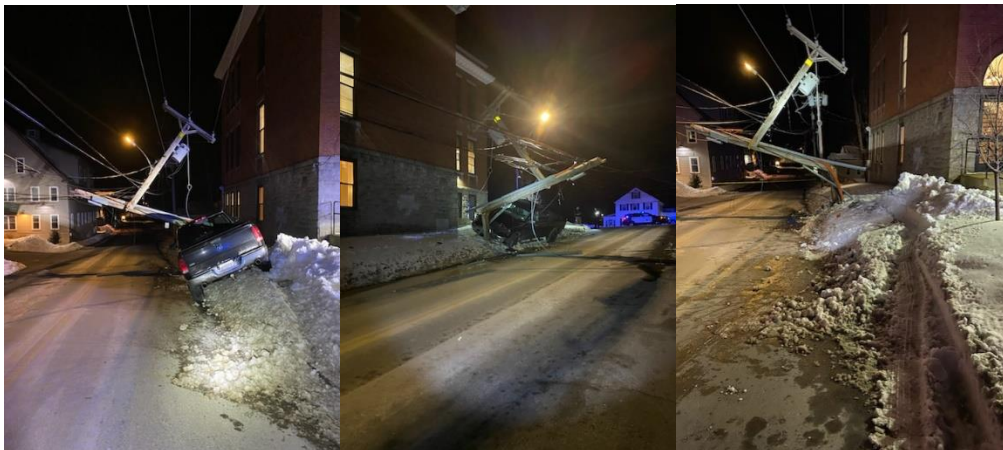
We had 13 reportable motor vehicle crashes for the month of February. On February 20th, 2022 officers were called to the Pro-Wash on Exeter Road. The reporting officer found a vehicle had run into one of the doors covering the car wash bay.



On February 26th at 3:41 a.m. Newmarket DPW radioed dispatch to report snowplow had just been struck by another vehicle on Main Street. They further reported the vehicle left the scene of the crash. Officers later caught up with the vehicle on Spring Street. The officer later placed the operator of the vehicle under arrest and charges for DUI –Impairment and Conduct After an Accident were filed against him. The town plow truck was not damaged. The other vehicle sustained damage to the passenger side.



On February 26th 2022 at approximately 7:38 p.m. officers were dispatched to a reported motor vehicle crash on Beech Street Extension with wires down. Upon arrival officers found a black Dodge pickup had struck a telephone pole next to the town hall. Below are some pictures of the crash scene. The operator admitted taking the turn onto Beech Street Extension too fast and losing control of the vehicle.



None of the people involved in these crashes were injured.

Fleet

Cruiser 4 which was in an accident has been declared a total loss. Cruiser 4 has been turned over to the insurance company. LT. Stevens was able to locate a replacement vehicle in Framingham MA for cruiser 4 which we hope to have soon. Cruiser 5 which only has 19,000 miles on it had to have the transmission replaced this month. The dealership had the vehicle for over 2 weeks as vehicle parts/transmissions are increasingly difficult to find.

Police Station Maintenance

The Police Station facility is in relatively good working condition. We received quotes for an information board for our lobby and plan to move forward with a purchase soon. We were able to utilize our training room which was recently upgraded. We had two different groups in that utilized recently installed large screen monitors for training purposes. Below is a picture of the training room.



Drug Related Issues

After a relatively busy month of January our drug related calls for February were low. Several tips or reports of drug activity were investigated. Investigations this month have not turned up any concrete information.

Our police officers continue to work with those individuals and families that are affected by this epidemic.

Below are the following statistics for Heroin/Opiate related overdoses and deaths since the inception of the Newmarket Alliance for Substance Abuse Prevention (N-ASAP).

2015- 45 Overdoses with four deaths resulting

2016- 22 Overdoses with two deaths resulting

2017- 15 Overdoses with two deaths resulting

2018- 6 Overdoses with two deaths resulting

2019- 3 Overdoses with one death resulting

2020- 8 Overdoses with two deaths resulting

2021- 4 Overdoses with one death resulting

2022 - 2 Overdoses

*The police department's culture with regards to the opiate epidemic has evolved from "arrest and incarcerate" to "intervene and assist with recovery" when it comes to individuals who are addicted to opiates. It is my personal and professional belief that we cannot arrest our way out of this epidemic. Even if we tried that route, the cost to the taxpayers would be astronomical. Furthermore, the county jails and the state prison could not house all arrested "users." With that being said, we will **NOT** tolerate anyone who sells, distributes, or dispenses any of this poison that is in our community. If anyone is caught selling, distributing, or dispensing narcotics we will fully prosecute them.*

Community Policing

Several times this month we have checked in on an elderly female that has been having trouble with her furnace. She lives by herself and does not appear to have family in the area. She called our station requesting assistance with the furnace or heat but was unsure what was wrong with it. We have made attempts to help her fix the furnace with her oil/furnace company that have not been successful. She currently has heat by way of electric space heaters. We forwarded our information to adult and elderly services. We continue to check in with her to provide assistance where we can.

An officer located an elderly man walking on Terrace Drive. The man appeared to be struggling and it was very cold out. The officer found out the man was trying to get to Rite Aid. The officer provided a ride to the elderly man to Rite Aid. The officer offered to wait with him however the man declined further assistance.

This month the Newmarket Womens Soccer Team received their championship banner. The banner is now displayed in the gymnasium. In the picture below you can see Sgt. Schmidt with her team and the banner. .



” It’s Cookie Time” On February 19th Officer Sheehan stopped by Newberry Farms to talk with and support the scouts from Troop 58501.



On February 24th Red’s Good Vibes came to town. Red’s Good Vibes is a mobile giving organization providing support and relief with a kind heart and no judgement. Officers were able to help service the community by providing food and assistance along with the Red’s staff. Approximately 250-300 meal items were delivered that day free of charge to the community.



Fiscal Year 2021/2022 Budget

Fuel consumption continues to be a concern as we move forward. We believe with the current fuel situation we will need to pull from other areas of our budget to sustain current use. We appear to be on track in most other areas.

Respectfully submitted,

Greg Jordan

Police Chief

FIRE AND RESCUE

In February the Department responded to 75 calls for service; 54 of which were medical calls, transporting 42 patients to area hospitals. The ambulance responded to Newfields for two medicals transporting two patients, and to Durham for one medical transporting one patient. The ladder responded to Newfields to cover a fire alarm activation. We responded with the boat to Durham for a water rescue on Great Bay at Adams Point. Two subjects were rescued from Footman Island after their boat floated away while they were clamming.

The new engine has arrived. Engine 5 is a 2022 E-ONE Typhoon Rescue Pumper with a 1500 GPM pump and 780 gallon water tank. The department will spend the next several weeks equipping and training with it. We anticipate placing it into service by April 1st.



The Hydrant Hero program has once again been a success. We received several photos of children in front of shoveled out hydrants after every storm.



Below crews are operating at the scene of a recent chimney fire at a residence on Riverbend Road. There was no extension to the structure.



Three of our firefighters is participating in a research study at the University of New Hampshire studying cardiovascular fitness in firefighters.



I have attached charts with activity reports for the month of February.

Newmarket Fire & Rescue

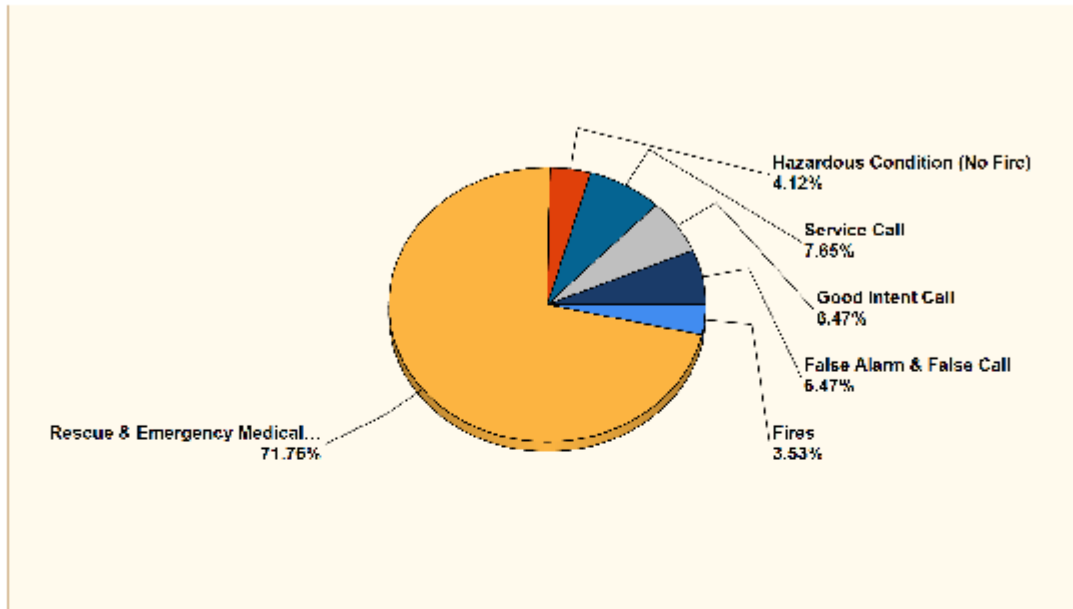
Newmarket, NH

This report was generated on 3/4/2022 10:05:41 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2021 | End Date: 02/28/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	6	3.53%
Rescue & Emergency Medical Service	122	71.76%
Hazardous Condition (No Fire)	7	4.12%
Service Call	13	7.65%
Good Intent Call	11	6.47%
False Alarm & False Call	11	6.47%
TOTAL	170	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

 **EMERGENCY
REPORTING**
emergencyreporting.com
Doc Id: 553
Page # 1 of 2

Newmarket Fire & Rescue

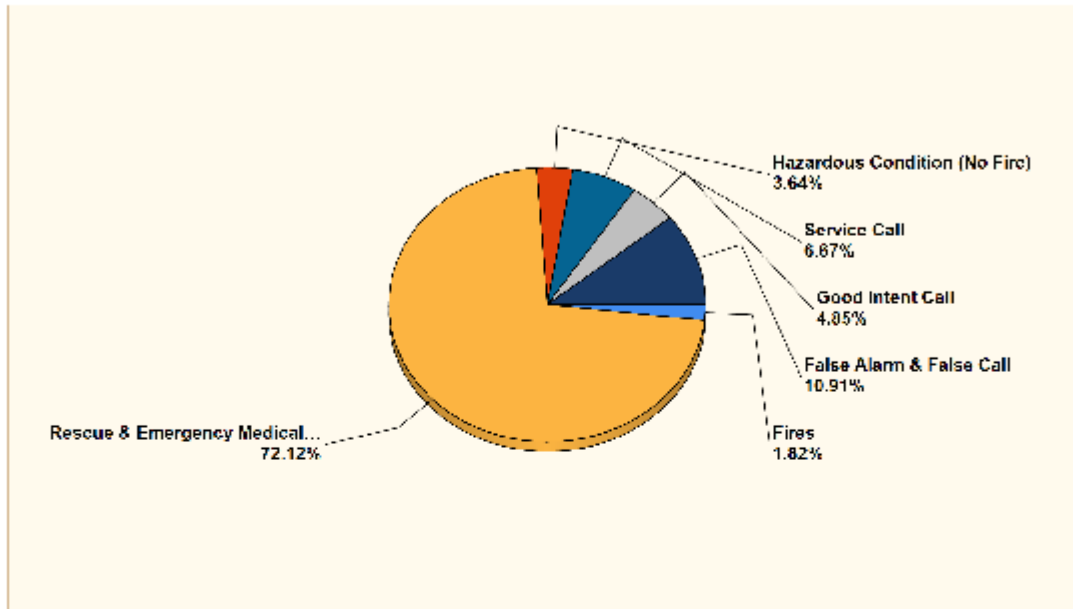
Newmarket, NH

This report was generated on 3/4/2022 10:04:24 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 01/01/2022 | End Date: 02/28/2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	3	1.82%
Rescue & Emergency Medical Service	119	72.12%
Hazardous Condition (No Fire)	6	3.64%
Service Call	11	6.67%
Good Intent Call	8	4.85%
False Alarm & False Call	18	10.91%
TOTAL	165	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

 **EMERGENCY
REPORTING**
emergencyreporting.com
Doc Id: 553
Page # 1 of 2

Newmarket Fire & Rescue

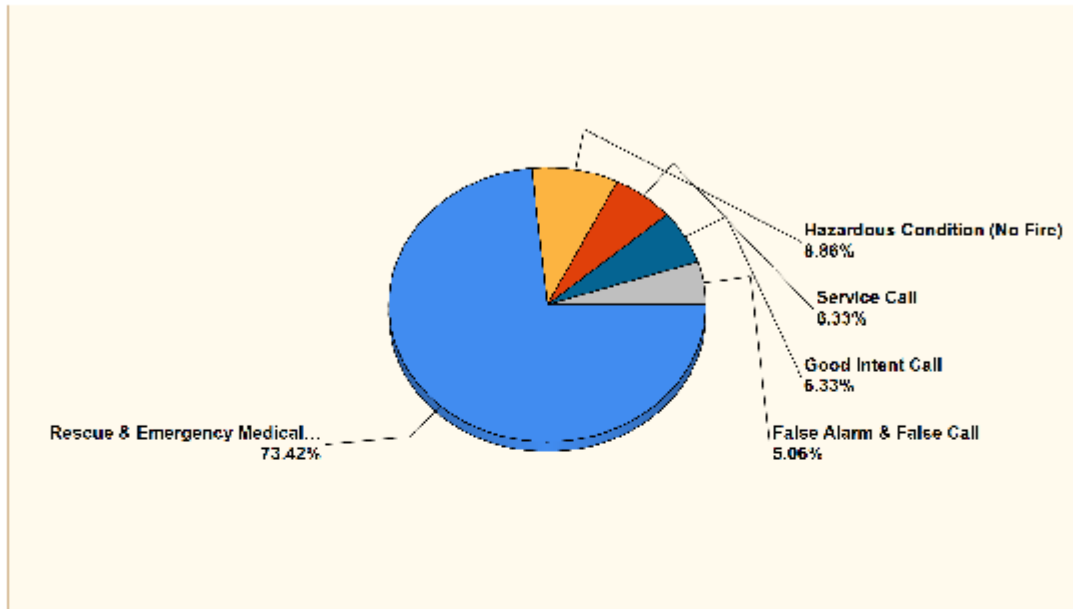
Newmarket, NH

This report was generated on 3/4/2022 10:03:11 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2021 | End Date: 02/28/2021



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Rescue & Emergency Medical Service	58	73.42%
Hazardous Condition (No Fire)	7	8.86%
Service Call	5	6.33%
Good Intent Call	5	6.33%
False Alarm & False Call	4	5.06%
TOTAL	79	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

 **EMERGENCY
REPORTING**
emergencyreporting.com
Doc Id: 553
Page # 1 of 2

Newmarket Fire & Rescue

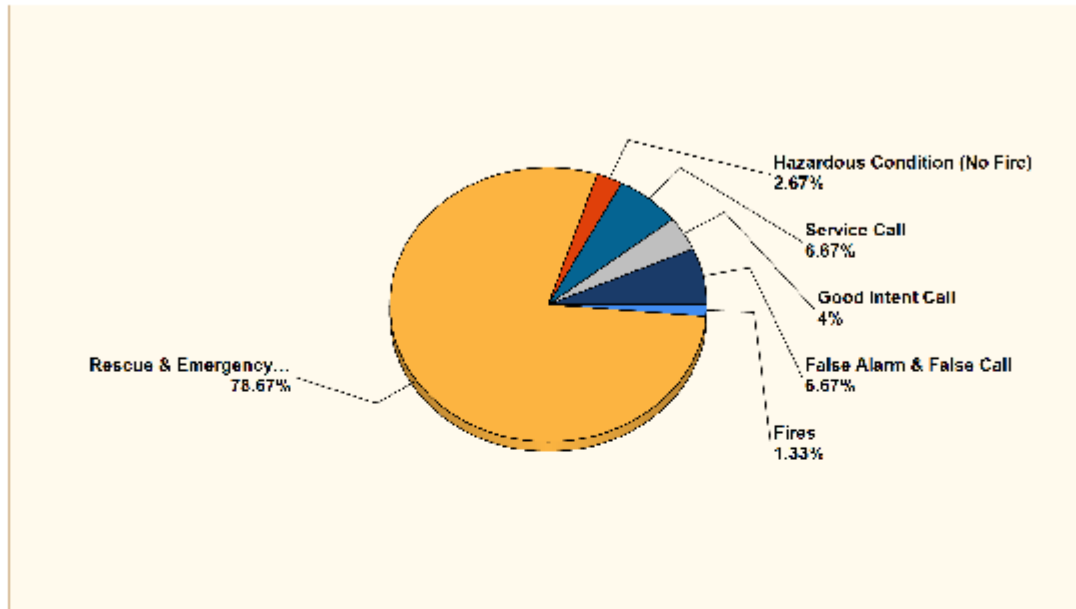
Newmarket, NH

This report was generated on 3/4/2022 10:01:37 AM



Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 02/01/2022 | End Date: 02/28/2022



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	1	1.33%
Rescue & Emergency Medical Service	59	78.67%
Hazardous Condition (No Fire)	2	2.67%
Service Call	5	6.67%
Good Intent Call	3	4%
False Alarm & False Call	5	6.67%
TOTAL	75	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

 **EMERGENCY
REPORTING**
emergencyreporting.com
Doc Id: 553
Page # 1 of 2

Newmarket Fire & Rescue

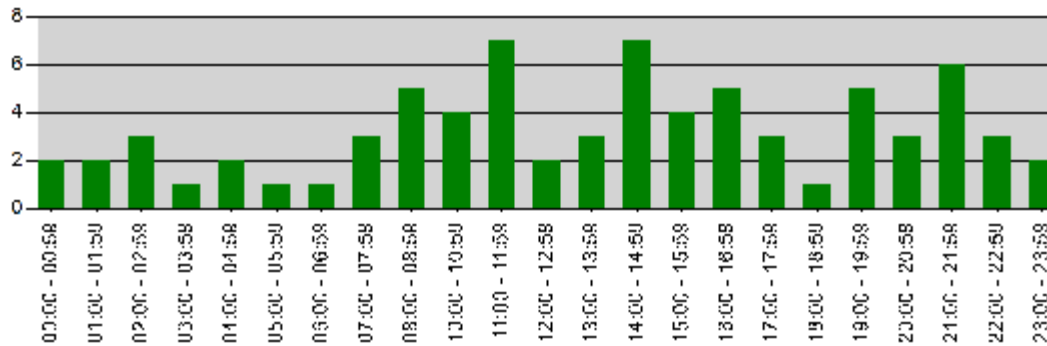
Newmarket, NH

This report was generated on 3/4/2022 9:45:44 AM



Incidents per Hour for Incident Type Range for Date Range

Start Incident Type: 100 | End Incident Type: 911 | Start Date: 02/01/2022 | End Date: 02/28/2022



Hour	# of CALLS
00:00 - 00:59	2
01:00 - 01:59	2
02:00 - 02:59	3
03:00 - 03:59	1
04:00 - 04:59	2
05:00 - 05:59	1
06:00 - 06:59	1
07:00 - 07:59	3
08:00 - 08:59	5
09:00 - 09:59	4
10:00 - 10:59	4
11:00 - 11:59	7
12:00 - 12:59	2
13:00 - 13:59	3
14:00 - 14:59	7
15:00 - 15:59	4
16:00 - 16:59	5
17:00 - 17:59	3
18:00 - 18:59	1
19:00 - 19:59	5
20:00 - 20:59	3
21:00 - 21:59	6
22:00 - 22:59	3
23:00 - 23:59	2
TOTAL:	75

Only REVIEWED incidents included.

EMERGENCY REPORTING
 emergencyreporting.com
 Doc Id: 898
 Page # 1 of 1

Newmarket Fire & Rescue

Newmarket, NH

This report was generated on 3/4/2022 9:43:06 AM



Incident Detail for Aid Given and Received for Incident Type Range for Date Range

Incident Type Range: 100 - 911 | StartDate: 02/01/2022 | EndDate: 02/28/2022

INCIDENT DATE	INCIDENT #	ADDRESS	INCIDENT TYPE	SHIFT
AID TYPE: Mutual aid given				
02/12/2022	2022-124	Adams Point RD	360 - Water & ice-related rescue, other	1 - Station 1
02/15/2022	2022-130	3 Garrison AVE	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
02/26/2022	2022-158	124 Exeter RD	424 - Carbon monoxide incident	1 - Station 1

Percentage of Total Incidents: 4.00%

AID TYPE: Mutual aid received				
02/02/2022	2022-96	236 S Main ST	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
02/04/2022	2022-101	1 Cedar ST	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
02/08/2022	2022-113	125 Main ST	652 - Steam, vapor, fog or dust thought to be smoke	1 - Station 1
02/12/2022	2022-123	16 Mockingbird LN	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
02/18/2022	2022-135	2 Edwin LN	321 - EMS call, excluding vehicle accident with injury	1 - Station 1
02/21/2022	2022-143	19 Moonlight DR	321 - EMS call, excluding vehicle accident with injury	1 - Station 1

Percentage of Total Incidents: 8.00%

Displays all incidents with aid given or received, and excludes incidents with neither. Percentages calculated from total number of incidents for parameters provided. Only REVIEWED incidents included.

 **EMERGENCY REPORTING**
emergencyreporting.com
Doc Id: 952
Page # 1 of 1

Newmarket Fire & Rescue

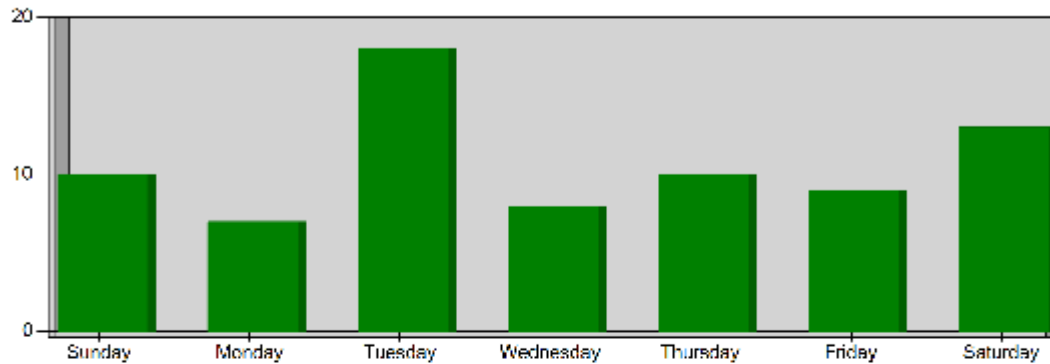
Newmarket, NH

This report was generated on 3/4/2022 9:41:46 AM



Incidents by Day of the Week for Date Range

Start Incident Type: 100 | End Incident Type: 911 | Start Date: 02/01/2022 | End Date: 02/28/2022



DAY OF THE WEEK	# INCIDENTS
Sunday	10
Monday	7
Tuesday	18
Wednesday	8
Thursday	10
Friday	9
Saturday	13
TOTAL	75

Only Reviewed incidents included.

 **EMERGENCY
REPORTING**
emergencyreporting.com
Doc Id: 1284
Page # 1 of 1

PUBLIC WORKS

In February there were 14 weather events and 33 inches of snow. Crews have hauled snow from downtown four times this month; there is still room at the snow dump for more. The crew is doing an excellent job keeping up with the demand considering how active the weather pattern has been. The equipment has been holding up well. We have exceeded the salt budget, however there are other areas in the budget to cover this overage. I will continue to monitor the situation. One of the plow trucks was struck by a drunk driver while removing snow from Main Street. There were no injuries to either operator and no damage to our truck. The driver of the vehicle fled the scene but was apprehended minutes later by the police Department and charged with DWI.



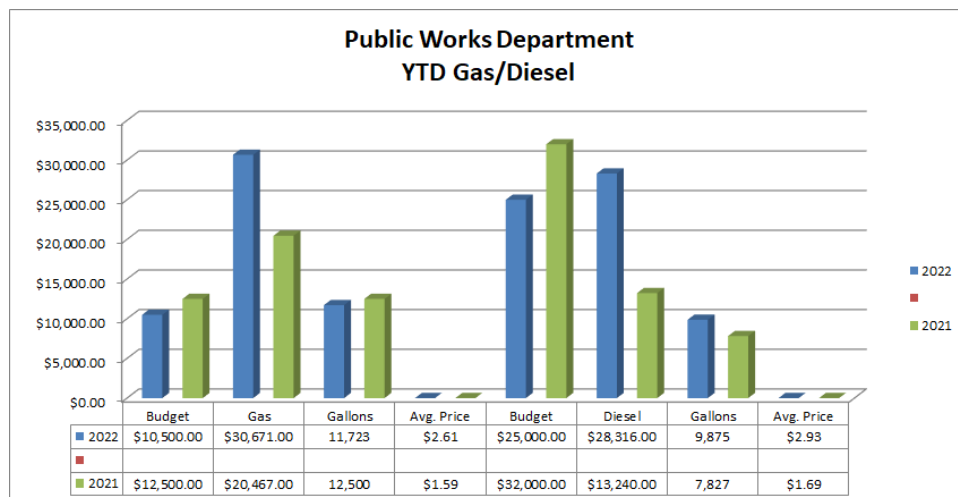
The New Road Drainage project bids have been opened. Granese & Sons Inc. of Salem MA was low bid. This is the same contractor that completed all the water main replacement on Bay Road and South Main Street last year. We anticipate work starting in early April on New Road. All of the water main and drainage will be replaced and a new sidewalk will be installed to Young Lane.

The crew has been doing their best to keep up with potholes. Weather conditions have been perfect for potholes this year.

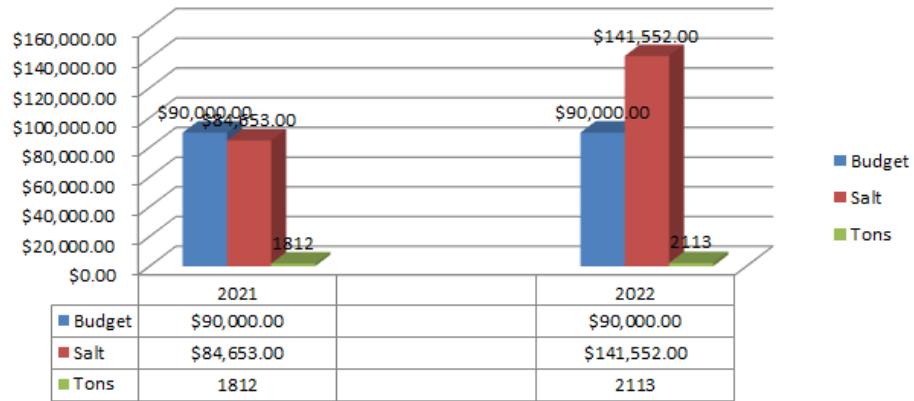
There was a utility pole struck by a truck next to the Town Hall. There was no damage to the building but Beech Street Ext. was closed for an extended period of time while utility crews replaced the broken pole.



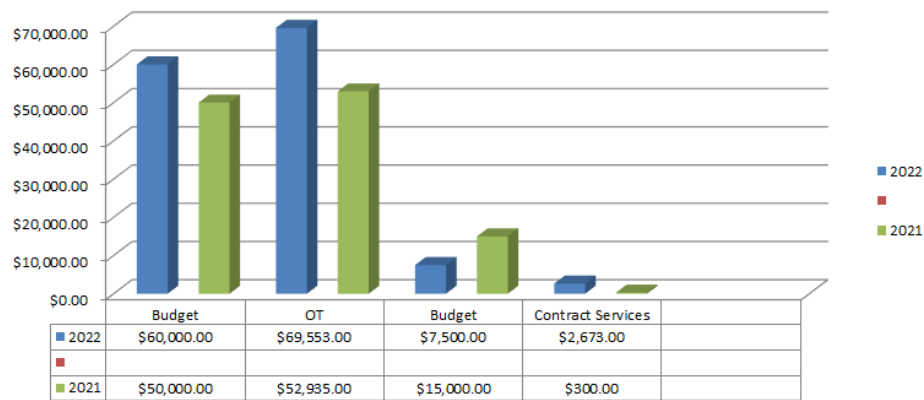
I have attached charts with activity reports for the month of February.



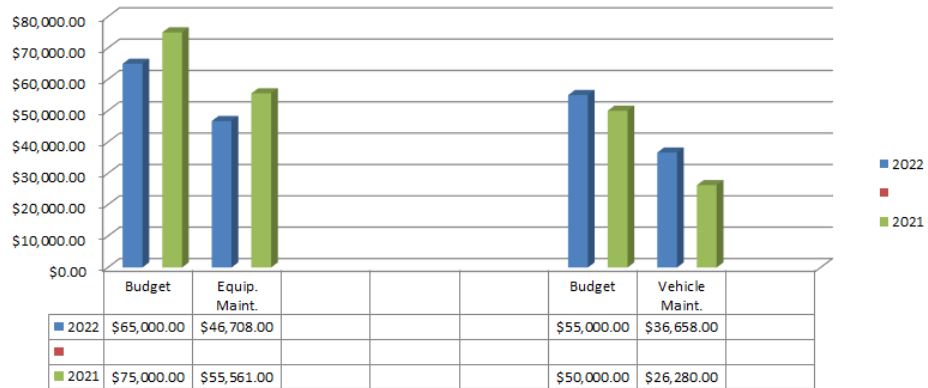
Public Works Department YTD Salt



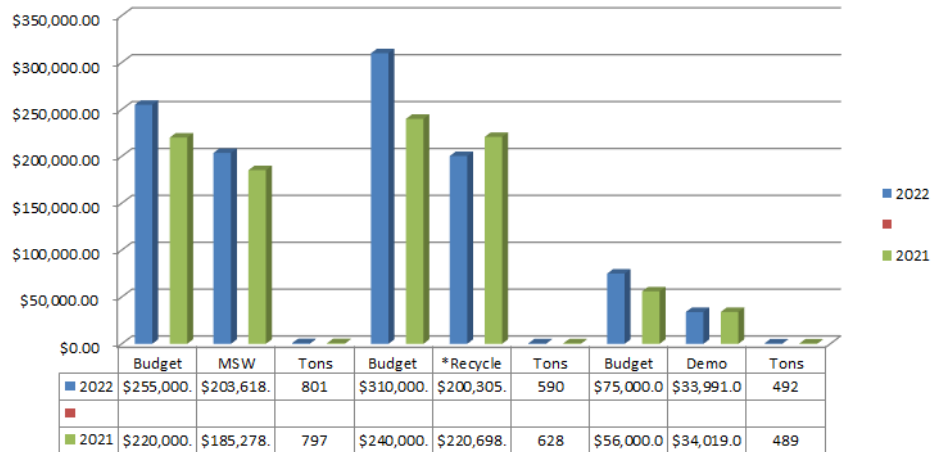
Public Works Department YTD Overtime/Contract Services



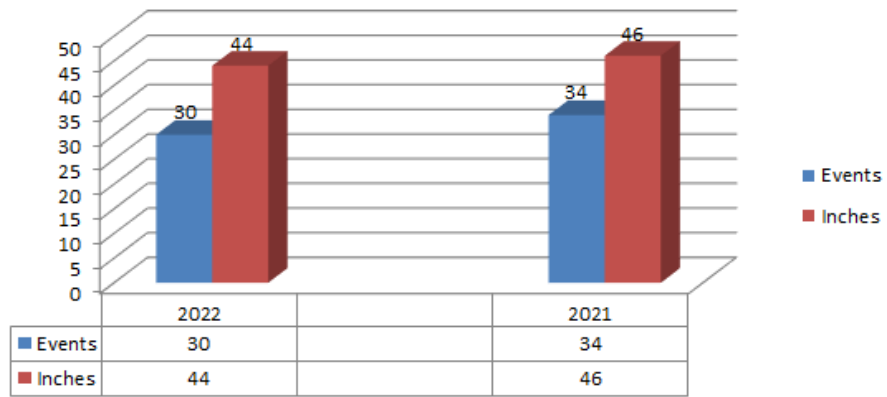
Public Works Department YTD Equipment/Vehicle Maintenance



Public Works Department YTD Solid Waste

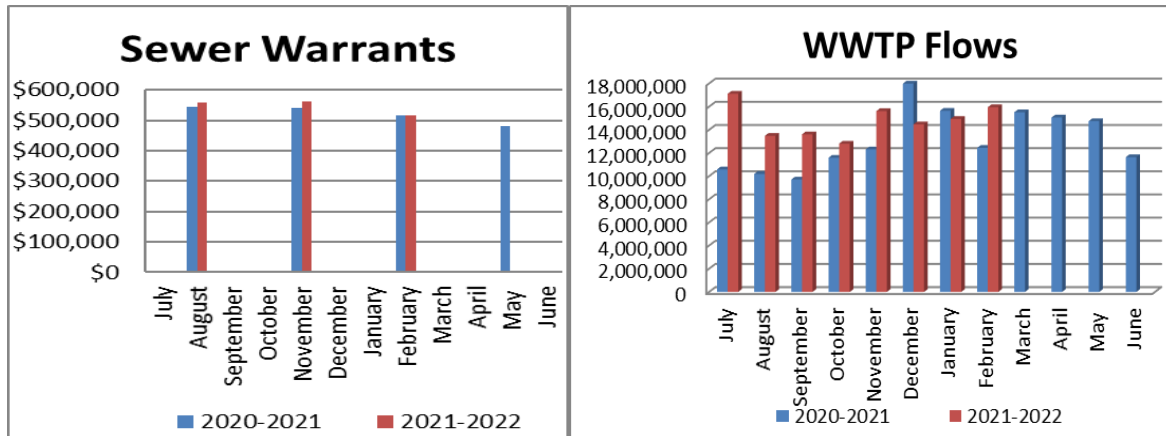


Public Works Department YTD Snow Events



ENVIRONMENTAL SERVICES DEPARTMENT

Wastewater Department



The wastewater treatment facility treated 15.9 million gallons of water for February 2022. The facility removed 99% of the Biochemical Oxygen Demand and 98% of the total suspended solids. The facility discharged on average 3.1 mg/L of total nitrogen per day for a total of 411 total pounds of total nitrogen discharged for the month of February 2022.

The Department has begun a full evaluation of the Creighton Street Pump Station. The Creighton Street pump station receives all the wastewater from the Town and pumps the wastewater up to the wastewater treatment plant. The pump station was last upgraded 23 years ago. The energy audit demonstrated that the pump station was being operated the best it could for energy consumption. The pumps are 23 years old and parts are very expensive. The station has three pumps, and the last pump that went out for service cost approximately \$17,000. We are looking at pumps that could use less energy, have a lower maintenance cost, and are smaller and easier for staff to remove and perform necessary maintenance. I hope to have the evaluation complete within the next couple of Months.

The wastewater operator has decided to leave. He has accepted an operator position for the City of Concord, New Hampshire. His last day was March 2, 2022. We will be advertising the wastewater operator position.

Huber Press and Sludge Report

Press ran for - 17 days

Total run hours - 207.60 hrs

Total gallons pumped – 408,141 gal

Average feed sludge percentage - 0.72%

Average feed sludge temp – 8.0°c

Average filtrate percentage - 0.08%

Average filtrate temp – 7.6°c

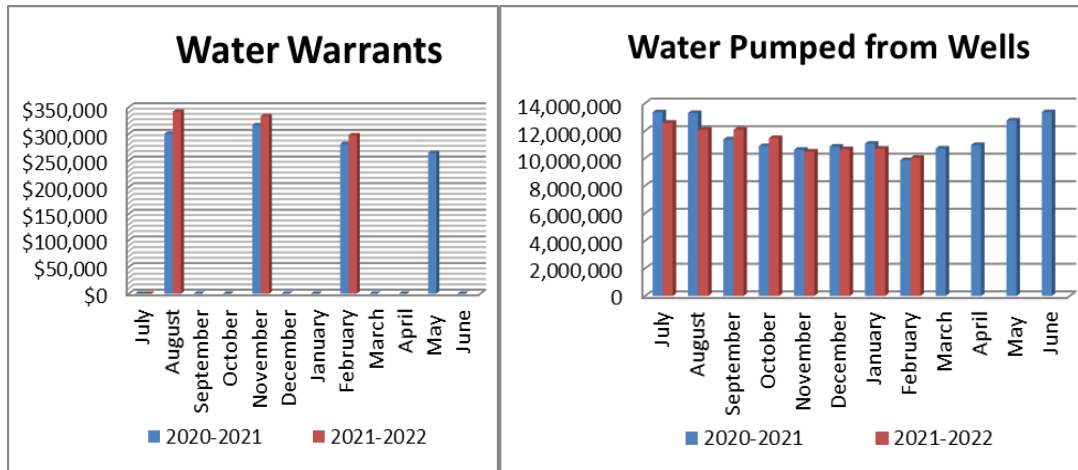
Average capture rate - 89%

Average sludge solids percentage – 18.61%

Total monthly sludge tonnage – 60.50 tons

Monthly Operations Report														
Newmarket WPCF														
Permit # NH00100196														
February-2022														
Primary Operator Sean Greig														
	Inf. Flow	Eff. Flow MGD			BOD		TSS		Nitrogen	PH		Fecal	Enter	Chlorine
	MGD	Min	Max	Total	Inf.	Eff.	Inf.	Eff.		Inf.	Eff.	Colif.	ococci	Residual
1	.3889	.10	0.5	.4340		4.1		2.1	3.4	7.9	6.9	<1	15	0.00 0.00
2	.3949	.01	1.6	.4270		5.0		4.0	4.5	8.1	7.0	<1	10	0.05 0.00
3	.4492	.13	1.1	.4730						7.8	6.9	1	5	0.00 0.00
4	.5896	.29	1.3	.6540						7.7	7.0	18.5	15	0.00 0.00
5	.4508	.15	1.0	.4470						7.9	7.0	<1	<1	0.00 0.00
6	.4640	.01	1.1	.4510						7.9	6.9	1	1	0.00 0.00
7	.4576	.14	1.1	.4920						7.9	6.9	1	7	0.05 0.00
8	.6479	.38	1.3	.7280		9.0		3.4	2.6	7.5	7.0	3	23	0.08 0.00
9	.5017	.21	1.0	.5310	392	8.1	359	3.1	2.9	7.7	7.0	2	13	0.06 0.00
10	.4939	.16	1.1	.5190						7.8	7.0	1	9	0.00 0.00
11	.4952	.17	1.0	.5410						7.6	7.0	1	10	0.00 0.05
12	.5743	.22	0.6	1.1800						7.7	6.9	<1	3	0.00 0.00
13	.5429	.21	1.1	.5610						7.5	7.0	<1	3	0.00 0.06
14	.5017	.21	1.0	.5270						7.7	7.0	<1	8	0.05 0.00
15	.4876	.21	1.0	.4920		7.2		3.9	2.4	7.9	7.0	1	9	0.00 0.00
16	.4773	.14	1.1	.5020	325	7.4	205	3.8	2.4	7.8	6.9	1	5	0.00 0.00
17	.5525	.20	1.3	.6180						7.7	7.0	1	8	0.00 0.00
18	.6642	.41	1.4	.6960						7.7	6.8	<1	6	0.00 0.00
19	.5580	.25	1.1	.5770						8.0	7.1	1	13	0.00 0.00
20	.5428	.16	1.1	.5570						7.9	7.0	<1	4	0.00 0.00
21	.5065	.20	1.1	.5210						7.7	7.0	<1	6	0.00 0.00
22	.5756	.21	1.5	.6370		7.9		4.6	2.9	7.8	7.1	4.1	9	0.00 0.00
23	.6094	.35	1.3	.6670		7.0		4.1	3.6	7.8	7.0	1	12	0.00 0.00
24	.5558	.27	1.1	.5560						8.0	7.0	4.1	19	0.00 0.00
25	.5254	.21	1.0	.5620						7.9	7.1	<2	7	0.00 0.00
26	.5172	.16	1.0	.5210						8.0	7.0	<2	11	0.07 0.91
27	.5297	.18	1.1	.5390						7.6	7.1	17	13	0.80 0.00
28	.5000	.16	1.2	.5400						7.7	7.0	<2	10	0.00 0.00

Water Department



The Water Department is working with Kinsmen, Wright-Pierce, and Electrical Installations to complete the water treatment facility. We have been waiting for parts to complete the chemical room, monitoring equipment for chlorine, and parts and equipment so that the water plant can be operated remotely. The water plant was operated in February during Town regular hours of operation. The water plant produced approximately 1.1 million gallons of water. The arsenic and manganese were reduced to no detection. The Water Department staff will be spending a significant amount of time the next couple of months at the water plant learning its systems and performing tests.

The water system passed all testing for the month of February.

PWS 1731010 - Newmarket Water Works						
Water Quality Monitoring						
Sampled By BMT						
Monthly Monitoring For Feb-22						
Location	Date/Time	PH	Temp 'C	PO4 mg/L	Free Cl2 mg/L	Total Coliform
Lamprey	2/3/2022. 0802	8.18	19.3	0.99	0.21	Absent
Racquet Club	2/3/2022. 0843	8.22	10.3	0.87	0.08	Absent
L+M	2/3/2022. 0905	8.13	8.3	0.57	0.24	Absent
Aubuchon	2/10/2022. 0850	8.27	8.1	0.98	0.22	Absent
Public Works	2/10/2022. 0805	8.14	16.8	1.04	0.15	Absent
Town Hall	2/10/2022 0830	8.03	11	0.95	0.19	Absent
Well Site	Date/Time	PH	Temp 'C	PO4 mg/L	Free Cl2 mg/L	
Bennett	2/4/2022. 0948	8.22	7	0.92	0.22	
Sewall	2/4/2022. 1000	7.61	10.1	1.12	0.32	
MTWTP	2/14/2022. 0800	8.21	12.5	0.2	0.35	
Bennett	2/11/2022. 1155	8.25	6.9	0.97	0.5	
Sewall	2/11/2022 11130	7.64	10.1	1.05	0.42	
MTWTP	2/25/2022. 0800	8.03	12.5	1.04	0.78	

	FEBRUARY PUMPING TOTALS 2022						
Date	Bennett	185 gpm	Sewall	265 gpm	Mac Well	300 gpm	
	Hrs	Gallons	Hrs	Gallons	Hrs	Gallons	Total
1	13.6	150,106	13.6	215,252			365,358
2	13.8	152,341	13.4	212,489			364,830
3	11.7	129,421	12.1	191,304			320,725
4	13.6	150,174	13.6	216,089			366,263
5	12.1	134,224	12.1	192,279			326,503
6	13.8	153,013	15.4	243,882			396,895
7	18.8	207,891	10.8	172,074			379,965
8	14.4	159,754	14.4	229,131			388,885
9	11.7	129,468	11.7	185,556			315,024
10	13.4	148,808	13.4	212,921			361,729
11	11.3	125,545	11.3	179,856			305,401
12	13.7	151,677	13.7	217,309			368,986
13	13.8	152,655	13.8	218,869			371,524
14	10.0	110,591	9.9	156,768	4.3	78,599	345,958
15	8.7	96,681	8.3	131,680	4.2	77,399	305,760
16	9.6	105,754	9.9	157,681	6.6	119,299	382,734
17	10.2	113,069	9.8	155,616	5.0	104,199	372,884
18	6.7	73,815	7.1	112,070	7.9	143,200	329,085
19	15.0	166,017	15.0	237,799			403,816
20	14.2	156,994	14.2	255,107			412,101
21	13.1	144,986	13.1	207,750			352,736
22	10.0	110,908	10.0	158,956	5.9	107,099	376,963
23	6.1	67,766	5.7	90,948	7.3	133,199	291,913
24	11.9	132,294	12.3	196,039	3.8	68,700	397,033
25	7.4	81,247	7.4	117,602	8.0	144,900	343,749
26	13.9	153,279	13.9	219,581			372,860
27	14.2	157,557	14.0	222,455			380,012
28	7.9	88,025	8.2	129,467	6.3	113,699	331,191
29							0
30							0
31							0
Total	334.6	3,704,060	328.1	5,236,530	59.3	1,090,293	10,030,883
AVG. Da	10.1	132,288	10.8	187,019	5.9	109,029	343,900
Max Da	18.8	207,891	15.4	255,107	8.0	144,900	412,101

BUILDING SAFETY, ZONING ENFORCEMENT AND HEALTH

February 2022 Permits

Permits	Number of Permits	Revenue Collected
Residential Addition/Alteration	1	\$1,736.00
New Dwelling	6	\$11,030.00
Electrical	11	\$870.00
Sign	4	\$200.00
Mechanical	9	\$645.00
Solar	2	\$280.00
Miscellaneous Building	2	\$425.00
Plumbing	2	\$125.00
Total	37	\$ 15,311.00

COMMUNITY DEVELOPMENT

February 2022 – Planning Board

a. b. Seacoast Pool Plastering LLC/Robert MacInnis - Continuation of a public hearing for an application for Site Plan & Special Use Permit to permit the proposed construction of a 6,000 square foot building consisting of 1,000 sq. ft. of office space and 5,000 sq. ft. for an equipment/construction storage warehouse. Two existing lots will be combined and access will be from an existing paved driveway off Route 152 (Wadleigh Fall Road). The office/warehouse is expected to consist of three employees, proposed paved driveway extension and 8 paved parking spaces, a proposed septic system and leach field, welland water line, and approximately 78,000 sq. ft. of gravel parking for storage of truck trailers, containers and equipment. The applicant is requesting a Special Use Permit for a wetlands buffer disturbance for the proposed driveway extension for site access and minor grading near a small wetlands buffer area pursuant Section 32-155 (e) of the Zoning Ordinance. A. portion of the proposed building and site and drainage improvements, including a bioretention area (rain garden) fall within the Town's Aquifer Protection Overlay District under Section 32-153 of the Zoning Ordinance. The lots are located at 446 & 451 Wadleigh Falls Road, Tax Map R6, Lots 50-7 & 50-8, B3 Zone.

Application Approved by Roll Call Vote

February 2022 - Zoning Board of Adjustment

Public hearing for an application for a Variance from Section 32-89 Dimensions Table, requested by Robert & Carol Hardy, regarding 10' side setback requirements, to permit the construction of a 10'x16' deck on the back of the existing home. The deck will be built 3' from the existing property line. The property is located at 7 South Street, Tax Map U3, Lot 149, M2 Zone.

Application Approved 5-0-0 by Roll Call Vote

Financials

	Budget	MTD Transactions	YTD Transactions	Balance	% Spent
FY 2022	\$154,865	\$ 13,097	\$ 85,800	\$ 69,064	56%
FY 2021	\$138,801	\$ 12,065	\$ 81,722	\$ 58,078	58%

FINANCE

Monthly Report to the Town Council: Finance

This report will briefly explain the department's activities for the month of February.

1. Recent attempts to refinance the new water treatment facility at 90 Durell Drive have produced little fruit. We have spoken with TD Bank which only does municipal loans for a maximum of 10 years, making the annual principal and interest payments nearly double the planned repayment amount and thus untenable. We also had discussions with Claremont Saving Bank which initially seemed promising, but they decided we were out of their catchment area for municipal loans. Having contacted other banks in the region has been frustrating as most of them do no government loans. Nevertheless, we have yet to speak with all the reputable banks in the region and hope we will be able to refinance the loan at a much lower discount rate. Given the current climate (e.g., European strife, pending fed rate increases), it is a race against time. As soon as there is positive movement on this front, the Council will be notified.
2. The USDA-RD Wastewater Treatment Facility loan payoff was successfully completed via wire transfer on 2/24/2022. That loan is now with the NH Municipal Bond Bank.
3. In the area of Human Resources, the team was busy ensuring employees were paid and federal tax reporting was completed. Additionally, as may have been noted previously, the Federal 1095 forms were successfully processed for the first time via Munis. The team also upgraded the security badges for 33 fire fighters to provide them access to the fire station through the new door access system installed there replacing the old keypad. This will improve overall security and reduce administrative work. In February HealthTrust provided an annual review of the town's employee participation in the health care program. In response to the review, in March, the Human Resources Manager will be meeting with town employees to explain the benefits of the Slice of Life program (which provides free resources, some that even pay employees for participating) and encourage participation. The purpose is to help them gain greater benefit from our involvement in HealthTrust, benefits which could improve overall health and wellness.
4. The final element of our bank change is the credit/purchasing cards. We are currently in discussions with two vendors (TD Bank and Capital One) to determine the best move for the town in terms of financial flexibility and liability. We are preparing to reach out to a couple of other vendors in order to get the best possible deal for the town. The goal is to have this completed by late March, early April.

Financials:

	Budget	MTD Transactions	YTD Transactions	Balance	% Spent
FY2022	\$290,886	\$13,538.16	\$197,293.47	\$93,592.04	67.8
FY2021	\$303,719	\$13,748.27	\$210,691.66	\$95,906.88	68.7

INFORMATION TECHNOLOGY

Monthly Report to the Town Council: Information Technology

This report outlines the department's activities for the month of February.

Information Technology:

1. In terms of IT service management/support, February was what appears to be the 'new normal' with 27 support tickets equaling 6.41 hours of service time. The service requests related to PC, remote connectivity, WiFi signal strength, and IT issues as a result of the Internet going down for half a day. We have now experienced enough months of sustained lower support numbers and durations that it can be considered a trend (see chart below).
2. An additional 24 port Ethernet PoE switch was installed at the town hall at the end of February/beginning of March, and additional Ethernet cable lines we run in the Finance Office to correct lines improperly installed (not to code) in the past. This switch also increases the town hall's total ethernet network capacity providing 19 more physical network connections in preparation for future network cable work to improve connectivity and bring us up to code.
3. The Internet service (provided by FirstLight) went down for an extended period (approximately half a day). The cause was a equipment (routers) failure at the Portsmouth facility which impacted all FirstLight Internet clients in NH. To maintain business continuity with our IP based telephones, the system was switched over to the Comcast Internet connection. Unfortunately, what switch was not automatic, requiring a manual change. While that took place, the 911 calls were routed through UNH for a brief period. Once the Comcast connection was established, 911 went through our system as normal. The next day, an after-action review was done with our telephone service provider (TSE digitalvoice). In that discussion we confirmed that the few technical issues that arose during the incident were permanently fixed. Additionally, we agreed there needed to be immediate communication between town and vendor when problems arise that potentially impact our telephone services. Based on what was learned during this event, in future, insuring business continuity/problem recovery will be that much better.

Channel 13:

In the month of February, Newmarket Channel 13 covered 10 events for the town and school district of Newmarket, New Hampshire. These events were live streamed to our YouTube channel, the Facebook pages for Channel 13 and The Town of Newmarket; as well as Comcast Channel 13 and our on-demand site. This resulted in 142 hours for the three employees of Newmarket Channel 13. Newmarket Channel 13 is also in the process of hiring two new videographers as the current Channel 13 have expressed a desire to search out other opportunities soon.

Newmarket Channel 13 also worked with Comcast to discover the reason that some members in the community are not getting audio when they watch Channel 13. Because it is not all the residents of Newmarket that experience this issue and because streaming is unaffected (broadcast and streaming are sent from the same source), we reached out to Comcast to analyze the issue. Newmarket Channel 13 worked

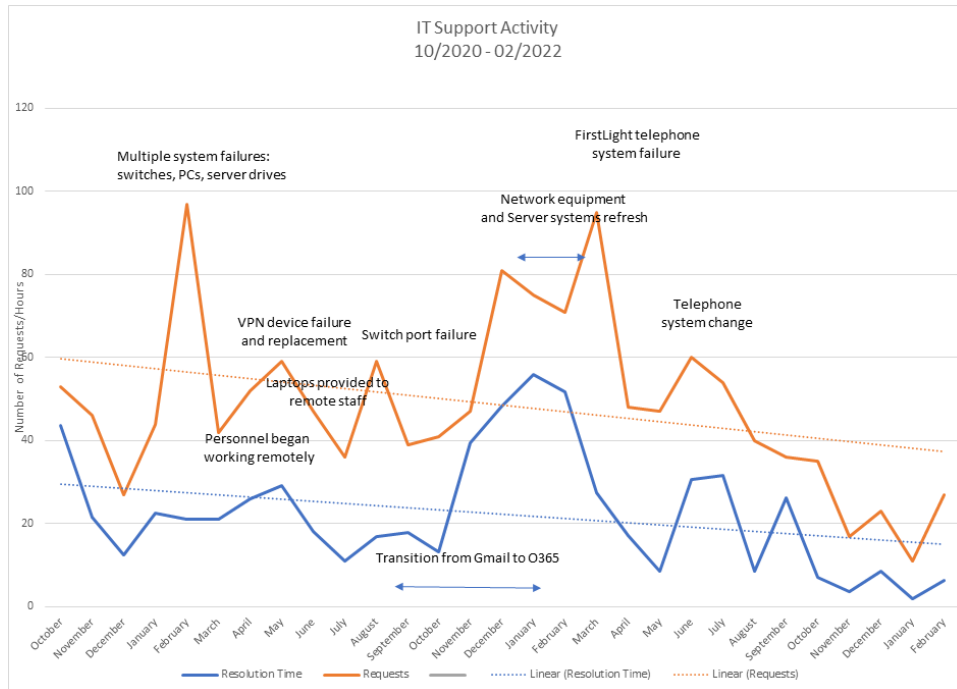
with the Comcast headend technician, James Cole, who confirmed we had good audio (strong signal) being sent to their headend. Upon further research, we came across this page ([Xfinity TV Audio Issue Troubleshooting - Xfinity Support](#)) on Comcast's website, which explained issues and how to resolve it. Mr. Cole explained the sound problem is a known issue for Comcast. The resolution information has been shared with all community members who have reached out. Additionally, Newmarket Channel 13 is currently looking to update its PTZ cameras in the council chambers.

On our Facebook page, in the month of February we reached 1,977 unique users. This resulted in our continue growth of page followers to now be 2,059, 46% are originating from the town of Newmarket. The remainder of our followers come from the seacoast area as well as Nigeria, the Philippines, and Canada. Our audience continues to be mainly women (70%) with our largest demographic coming from people between the ages of 35 and 44. We continue to simulcast the meetings to our Facebook as well as share the Newmarket Newsletter each week.

Newmarket's YouTube channel continues to experience growth with February having 719 views resulting in 26 hours of user viewership. Of the 719 views, 47 were returning viewers and 444 new viewers. Some of our highest rated videos included the Newmarket Town and School Deliberative sessions, as well as the Newmarket Town and School Board Meetings. We gained a new subscriber to our channel and reached 13,946 users with the most watched live meeting being the Newmarket Conservation Commission on February 10th, 2022, which reached 5,009 users.

The Newmarket Newsletter was sent to 6,902 email addresses in February and had an open rate of 57% or 3,684 times opened. The links in the newsletter were clicked on 93 times. This is the result of 4 newsletters being sent out in the month with a growth of about 6% over the previous month. The newsletter was sent out each Friday to our email contacts and shared throughout the weekends on our social media sites which include Facebook, Instagram, and Twitter.

On February 22nd, Newmarket Channel 13 received a last-minute request to cover at Planning Board Meeting and meeting was canceled due to not being able to get a quorum. On February 25th, Newmarket Channel 13 received a request (RSA 91-A) from Jeffrey Clay for any and all email correspondence that talked about, featured, or were about him in any way. We worked with the town's IT department and sent over all 6 emails that we had. Those emails were either from and to him or a forward to a supervisor on how to respond to one of his requests. We were also asked to stop blocking or deleting his comments on our Facebook page and threatened legal action if we didn't comply. Our response was to simply offer him the truth, which is, we have never ever planned to block or delete anyone's comments from our Facebook page.



Financials:

Budget	MTD Transactions	YTD Transactions	Balance	% Spent
FY2022 \$219,150	\$8,977.34	\$130,286.51	\$71,863.85	67.4
FY2021 \$215,254	\$6,683.71	\$121,415.47	\$79,238.87	63.6

Note: the numbers are the MIS and CH.13 budgets combined.

TOWN CLERK – TAX COLLECTOR

<u>TAXES</u>		
Total Committed 2021		\$26,026,168
Total Uncollected 2/28/22		\$285,197

<u>TAX LIENS</u>		
	2020 Liens	2019Liens
	(Deed 2023)	(Deed 2022)
Property Tax Amount Liened	146,227	178,934
# Properties Liened	34	33
Uncollected 02/28/2022	80,492	44,097
<u>WATER&SEWER 1/1 THRU 2/28</u>		
	<u>2022</u>	<u>2021</u>
Uncollected	539,974	446,399

<u>TOWN CLERK REVENUE (7/1/21 THRU 2/28/22)</u>			
	Year End	Year End	
	<u>6/30/22</u>	<u>6/30/21</u>	
Motor Vehicle (MV)	1,098,610	1,111,548	1.16% decrease
Town “non-MV”	104,711	100,287	4.41% increase
State NH (MV, Vitals, Boats, Dogs)	374,776	373,504	0.34% increase

1. Daily Activity Steady
2. 2022 Boat Registrations and Dog Licenses now available
3. Preparing for Town/School Election on 3/8/2022
4. Absentee Ballot requests being received for March Election

RECREATION

Financial

General Fund Expenditures: According to Munis the Recreation's Department's General Fund, we have expended \$142,704 (62% of the budget) as compared to \$134,645 (62% of the budget) last year at this same.

Rec Revolving Expenditures: According to Munis the Recreation's Department's Revolving Account, we have expended \$224,746 as compared to \$93,672 for last year at this same time. The reduction in expenditures last year was COVID related as we were not able to run our typical summer camp program last year nor were we able to make the revenue that coincides with the camp. Additional expenditures for this year also include increased payroll with our before and after school program which was not budgeted for both last year and this year. It has been budgeted for 2022/23.

Rec Revolving Revenue: According to Munis the Recreation Departments, the Rec's Revolving Revenue Account shows that we have collected \$198,694 YTD. Last year we had only collected \$84,412 in revenue at this same time last year, which again was due to COVID and the reduction in programming. We are not where we were in participant numbers / program as we were in 2019, but with the addition of our new before and after-school program we are slowly but surely gaining revenue speed, again these 2 new programs was untapped revenue for years prior to 2020. In March we plan to see this number go way up as that is when Summer Camp registration begins!

Personnel

We are still actively searching for permanent / part-time Site Supervisor for the afterschool program so that the program has more leadership consistency. Again, this position has been a difficult position to recruit as we are looking for an experienced employee and experienced employees are looking for full-time employees with benefits.

UNH Practicum Students

Newmarket Rec is always excited for the University of New Hampshire's spring semester to come around, so that we may talk with Recreation Management and Policy students about entering into the recreation profession. This month we spoke with students via zoom in the practicum class about what doing their practicum at Newmarket Rec would be like. Both Alyssa and Sam were able to share their experience in the major and their positive experience working in municipal recreation. We ended up getting 4 practicum students on board this semester, each student will be completing their 45-hour practicum their direct service and projects hours in our events and programs. Currently we have 4 previous practicum students working part time year-round, which shows the department that the practicum students have enjoyed their time working in our community.

NEW Website:

The highly anticipated website project launched this month with the help of Kat Rodell, Ignite Business owner. For the last year we have worked with Kat to implement a new website that would be more advanced and user friendly for the community to use. The new site is packed with information in every corner,

highlighting new programs, our team members and showing a highlight reel of the Recreation Department through pictures and videos on every page. The launch was just in time for our highly awaited summer camp registration. With the new look on the website, we hope all community members have an easier and more enjoyable time registering for our numerous program offerings. It's still a work in progress, as there are things, we are still trying to update, but we are thrilled to have this launched and would love your feedback. A huge "shoutout" goes to Alyssa Porto, Asst Rec Director, for taking this much needed and time-consuming project on. In the next few weeks Alyssa will begin to train the rest of the staff so that the entire site updates do not just fall on her to update regularly.

REC Connect & Community Outreach

It is remarkable to learn how many associations, special interest groups, student groups and affiliations and branches of local, regional and national organizations are active in Newmarket. In an effort to join them when it can be meaningful and help to broadcast their efforts for cultural, social, health and academic actions or events, we're reviving the Rec Connect collaboration. In the coming days, you will be able to see our networking and informational calendar of listings on our website. Speaking of Rec Connect, mark your calendars for the 2022 Rec Connect Event, which will be Thursday, May 26th at TBA on location. Town-wide elected and appointed officials will all be invited along with community representatives from organizations and businesses. During this event, which you may recall from previous years, we'll celebrate and recognize community members who have volunteered or shown exemplary community spirit during the previous year. This may look a little different than in past years, and please look for information on more specific ways you can help nominate people to be recognized during the Rec Connect event!

Community Events



The Big 2 Do: In February we held a month-long promotion called the Big 2 Do! For those you may have been around back in 2002, you may remember that on February 02, 2002 we held a Big 2 Do Celebration at the Rockingham Ballroom and invited 2 years old all over the seacoast to come celebrate being 2 years old on 02/02/02! Funny, all of those children are now 22 years old! So of course, we felt we needed to celebrate once again in 2022. However, instead of just celebrating one day in February, we celebrated all month long by allowing all 2-year old's free access to our Fit and Fun Tumble Tot Room. Included in the promotion, they got to have their picture taken in front of a Big 2 Do Banner, as well as the choice of a balloon or a toy to take home. The month-long event was a success as

the publicity alone increased the overall use of the room. In other words, we saw more foot traffic use in the room in February than we have seen all winter, and this was regardless if the parents had a 2-year-old or not.

Bon Voyage – Parent/Child Date Cruise: Ticket sales for our upcoming Bon Voyage Parent Child Date slated for March 18, 2022 are slow. As mentioned in the last report, we typically hold our Annual Daddy Daughter Dance in February, however, we decided to not only move it back a month, but we altered the name in order to make it more inclusive. Unfortunately, we have received mixed reviews on the name change, from daddy daughter to parent child. This may be why ticket sales are low compared to previous years when as soon as we post the event, it sold out quickly. We can only hope that our attempt at being inclusive didn't backfire.

NEW - How Does Your Garden Grow? We are currently working on a Garden Tour event, slated for early summer with a date to be determined within the next week or two. We'd like to let you know about the Garden Tour now so you can get a sense of how the Rec Department is truly a proponent of defining "recreation" as anything you do when you are not being paid for your "job." The pandemic brought a lot of things to mind, such as how to enjoy your own home and garden and the mental health and relaxation benefits of being outdoors, like gardening. Our Rec Connect Coordinator, Cris Blackstone, is working closely with the Newmarket Historical Society and the Stone Church to bring their ideas to the Garden Tour with their participation bringing special perspectives to the event.

"The Big Backyard Bash!" "The Big Backyard Block Party!" "The Backyard Bonanza!" Whatever the name is – we are currently trying to plan it. Last month we started discussions for planning a "Backyard" type community event that would be held on Leo Landroche Field on the night of our celebrated National Water Balloon Day. (Held on the first Friday of the month of August.) This potential summer event would be for all ages... a true family affair. Concept being: gather together to enjoy some music, food, Aqua Land, and backyard games. We hope to roll out the idea at the Rec Connect event in hopes that other town organizations may want to join in the fun.

Rec Roll Out of Spring Daily & Specialty Rec Programs

Afterschool Programs & Specialty Programs: After the winter lull, community members were ready to sign up for our highly anticipated programs including our Preschool Playgroup, Ballet and Tap, Creative Movement programs, High Five Preschool Sports and Forest Fairy Group. Our Preschool Playgroup program has expanded to 5 days a week so that we could fit our 18 preschoolers into our multiple day options. Our High 5 Sports program in the afternoon is at 12 participants and our evening is sold out at 18 participants. The Twinkle Toes and Blooming Ballerina classes have also sold out at 14 participants in each class, both ballet classes had wait lists as well. The unique and most creative program of all, Forest Fairy Group, that runs year-round had 9 participants this month which was one of our largest groups yet. Lastly, the most highly anticipated programs of all, are our Creative Movement classes. For the spring sessions the Pre-K class has 10 participants, which is the highest participation this year for the class. Our Kinder class is maxed out at 18 participants and our Youth class is at 12 participants which is our typical enrollment. We believe families are finally feeling comfortable again to get their children involved and into new programs with COVID restrictions lightning and the weather getting warmer as well.



Rise & Shine & Play & Stay Morning and After Care Programs:

Both programs enjoyed the snowy month of February. Our Wednesday Enrichments programs we offered for the month included Sweets in the Kitchen, Pokémon Club, Sports and Games, Comics and Short stories and Quiet/Crafting. Parents are very happy that we are incorporating these enrichment programs each week along with all the other social activities we offer. To date, our Pokémon Club is still the most popular and requested activity. On the “special events days” we offered snow sculpting, Olympic themed events (like curling - see pic) and Rec kids got talent for our special events.

February Vacation Week - The Great Escape: For February vacation, we offered 3 days of full day care. Tuesday, we took a field trip to PINZ in Portsmouth for bowling, pizza and arcade. Wednesday, we stayed at the Rec, played outside in the snow and enjoyed an afternoon movie feature. Thursday, we capped off the week going to Off the Wall Kidz in Hampton- an indoor gym. Overall great Stay-Vacation week for those kids who did not go on away vacation with their families

SUMMER CAMP:



Summer Camp is on the horizon! Camp Brochure went out in February. In February we also started our search for camp staff. It should be noted that this is much earlier than what we have done in the past, however, we are fully aware that staffing will be an issue – as it was last summer. The competitive hourly rates out there are our biggest concern. We have already maxed out of our typical advertising budget for posting on indeed. We have reached out to UNH as well, but to date have seen little return on the investment. We are also constantly posting job opportunities on social media. This is a major concern as we just opened the summer camp registration and look like we may sell out. Taking registration prior to securing a solid staff is always very stressful. We started a Support Local, Work Local Campaign and plan to incorporate some sort of incentive plan.

Capital Projects, Facilities and Rentals:

Beech Street Facility: In February we met with Karen Bloom from Public Works to discuss new flooring options as this is one of the first goals for the facility. We are looking for a sheet vinyl floor which will

also have a bit of cushion underneath to serve as shock absorbers for some of the wellness programs we plan to have there when the facility has been upgraded. This would be similar to what the Sunrise Sunset Facility currently has for a floor. We are also looking for prices for a mini split. The current heating and AC units are very dated. In the meantime, Beech Street Extension building rentals have picked back up again.

Spring Field Scheduling: Field scheduling has begun for the spring season. We have already connected with High/Junior High teams as well as the NYAA. We anticipate having a busy schedule filled with a variety of sports.

Sunrise Sunset Activity Center



Bus Trips: February was a perfect month to include another Bowling Day outing at Exeter Lanes. This fun and active morning has become very popular, and we will continue to offer this trip quarterly for all of our bowling fans. It's been gratifying to see many of our hesitant members get back into their bowling game after many years! Our Mystery Supper Club trip was also on the roster this month with a surprise destination of Gibb's Garage in Portsmouth where we had our own room for the dinner hour for people to socialize and catch up with one another. After sign-ups on the van were full, we offered additional members who were on the waitlist, the option of following the van to the designated restaurant. We were a lively group of 19 people that evening enjoying good food and the vintage car ambiance that Gibb's provides.

Workshops: The Flower Power workshop provided by Cris Blackstone was a big hit with a focus on spring bulbs & blooms. After educating the group on everything from houseplants to spring blossoms, the group of 15 participants became fully engaged in designing their own quaint, posy arrangements. The small jar vases were filled with tulips, forsythia, pussy willows, and more, and finished with ribbons and dried moss providing each of them with their own unique bouquet to take home.

Fabulous Fun Fridays: We brought back Trivia Day this month as an addition to the Fabulous Fun Friday line-up. We welcomed a group of 16 competitive trivia buffs, making up three separate teams. Topics ranged from History & Music to Classic TV & Geography, testing their general knowledge on a variety of subjects. The game proved to be challenging and the score was close throughout the game with a necessary sudden-death tiebreaker to call a winning team.



Random Acts of Art Club: We offered the first Arts for Angels craft day this month with a multimedia project using watercolors, ink stamps and markers. The Sunrise Sunset Center was chosen by Annie's Angels to be the recipient of their specialty art boxes, each containing a project complete with all-new art supplies and a tutorial for us to teach each project. The various crafts are suitable for older adults, teaching them different skills and art techniques. There is an assortment of projects for us to choose from and they are all open to the Sunrise Center to receive for free.

Bone Builders: The Bone Builders Exercise Program, which is offered two mornings a week, has resumed in-person classes this month after a two-month hiatus due to the holiday Covid surge. In 2020 the average class size was 25 participants. Currently, the average is seven per class with more rejoining each week. We are now able to offer more spots to those that have been on the waitlist and our goal is to have a full class again by June.

Weekly Programs: Our weekly Bingo games, Ukulele Band, and Craft Club offerings continue to bring in more participants on a regular basis. The older adult population appears to be ready to rejoin social activities with renewed energy for recreation programs. Our Sunrise Breeze spring newsletter offered eleven new day trips, with the majority selling out within 24 hours and our Annual special events are back on the calendar.

Respectfully submitted by

Aimee Gigandet and the Rec Staff

WELFARE

The Town of Newmarket Welfare Department has had more families contact/ inquire/ or partner with this office during the month of February concerned about escalating fuel (heat and gas) prices, than memory. Newmarket Town Welfare Department assisted and supported clients or applicants with addressing their individual need with assistance and referrals to appropriate resources for their basic household and emergency financial needs that support life and health- “Basic Needs!” In February we processed 12 (twelve), completed welfare applications, resulting in determinations of eligibility. We had many inquiries regarding referrals to resources to prevent evictions, and we acted to support or intervene for other residents continue electric services or identify referrals to fuel assistance programs, including charitable resources to heat homes/ apartments while addressing the homeless crisis or lack of affordable apartments or housing rentals.

Homelessness and the lack of stable housing which includes “couch surfing” causes total disruption or upheaval for all those impacted. Homeless individuals report that medical care providers frequently need to be re-established, children’s education is too often disrupted, children then suffer the loss of a years of education- due to these types of disruptions and then fall behind their peers making them more likely to repeat the pattern of economic instability, generational poverty, dependance while they encounter functional illiteracy. With each move a family’s finds that their local network of support systems will often disappear and then they have to hopefully re-established, new networks. Peer groups disappear for youth in homeless situations, and their self-esteem is therefore negatively impacted- this is another loss the child suffers, consider the loss of a home to live in, their friends and all too often their school. If a family member can work or does work- new employment closer to their new home will need to be secured, and this fact is highlighted by the escalating price of gasoline for fuel Residents are reporting they can no longer afford to commute and must find a job closer to home- due to gas prices for their cars.

In February staff time or effort was also spent on those inquiries that do not need or qualify for Town general assistance, or who after speaking with this office decline to fill out the application. This is customary and requires finesse to navigate and maintain goodwill with the client. Some home or property owners are reluctant to apply for Town Assistance due to the state statute that requires liens to be placed on applicants’ property when they receive Town General assistance. Once they refuse to provide the application or documentation required to determine if they do qualify for Town financial assistance- eligibility cannot be determined, however that does not negate their need or humanity. Unfortunately, in many cases these individuals then find that without intervention their financial lives continue to spiral out of control. Town general assistance supports life and health solely. Most of February was spent referring residents to other resources, including housing programs, shelter and social service agencies. Residents have reported that they are suddenly spending the majority of their household budget on funds for gas to get to their jobs/ or necessary appointments and heating fuel to keep warm and finally on food to nourish their bodies- what does that leave for rent in an enormously tight rental market?

As stated, we refer to shelters and this includes the cold weather shelter, or other shelters for single unemployed people which necessitated them to relocate. All shelter placements often offer intensive case management, guidance navigating the barriers of generational homelessness, an expedited pathway to end homeless, and the recognition or achievement of survival skills and We referred seven (7) singles or individuals directly to shelters in NH to provide emergency housing and to keep them off the street if only temporarily cease the cycle of couch surfing and or get them out of a tent for shelter in the winter months. Another benefit of shelter placements is that they offer intensive case management, support services and ongoing observation as well as case management /intervention.

Local housing costs or even available housing is an enormous problem/ barrier for those who are economically vulnerable in Newmarket and in the surrounding region. The Welfare Office has continued the ongoing process of updating the Town of Newmarket Welfare Guidelines which are governed by NH RSA 165:19 to present to the Town Manager for approval. We continue to collaborate with the local Clergy, Social Workers, Newmarket School staff, legal aid, and landlords to offer financial support and or direction for an additional 14 contacts or inquiries that included families or individuals who may not have fully applied but inquired and displayed a need for financial support, direction, or general human services guidance or support. There is not housing for families or new residents in Town let alone affordable housing or for those making a minimum wage or even Ten (\$10) an hour. Two parent families must make a significant income over the minimum to support a rental property in Newmarket, as rental rates in the Seacoast are exorbitant and almost unsustainable in this beautiful community.

As this report illustrates, in February our clients and client advocates again have shared an increased need for SNAP benefits (food stamps), food pantries, housing referrals, shelters, transportation and fuel assistance. Charities and other resources have stepped in to support our residents, thus the economic reliance on the Town General Assistance Budget has greatly been alleviated by partnering or referring to other outside resources. Outside resources or funding sources decrease or eases the burden on the local taxpayer. Newmarket is a kind community because so many people volunteer and demonstrate human compassion care, they are active in supporting their friends and neighbors.

Respectfully Submitted,

Heather Thibodeau

Welfare Director

LIBRARY

The Newmarket Public Library kicked off February with special activities related to Take Your Child to the Library Day on 2/5. Families visited to register for library cards, design bookmarks, and try their luck with our guessing jar. In addition, patrons enjoyed a Valentine's Day card creation station and Blind Date with a Book display.

- The Newmarket Public Library's four-part book discussion series entitled, "Our World" on various conservation topics has been well-received. The two remaining discussions will take place at 6:00pm via Zoom as follows:
 - March 29- Islands of Abandonment: Nature Rebounding in the Post-Human Landscape by Cal Flyn
 - April 26 – Under a White Sky: The Nature of the Future by Elizabeth Kolbert
- Thanks to funding from the Friends of the Newmarket Public Library we are offering two virtual programs for children in March, a musical concert with Ed Morgan on Thursday, March 17 at 10:30am and Misa's Clean Kitchen cooking demo of blueberry avocado muffins on Friday, March 25 at 4:30pm.
- Consultant Betsy Diamant-Cohen provided virtual training on how to implement the Mother Goose on the Loose early literacy program on 2/17 (16 attendees) and 2/22 (13 attendees). This program was attended by librarians from across the state and made possible with ARPA grant funding.
- Maryjo Siergiej will join the Newmarket Public Library on March 14 as our new part-time Children's Librarian. Maryjo received a BA in English Literature from Western CT State University and an MSLIS degree from the University of Illinois at Urbana-Champaign. Maryjo's work experience includes serving as the Head of Youth Services at the Chester Public Library and as a Library Assistant II at the Portsmouth Public Library. Please stop by to welcome Maryjo Siergiej to Newmarket.
- The library's virtual lecture series continues to be popular among patrons. Filmmaker Neil Novello's engaging talk on "The Castle: Stories of the Portsmouth Naval Prison" was attended by 77 people. We are grateful to the Friends of the Newmarket Public Library for sponsoring this popular program. Recently we were also able to host "Digging into Native History in New Hampshire" with Professor Robert Goodby and "Votes for Women: the History of Suffrage" with Liz Tentarelli thanks to grants from NH Humanities.
- March programming has included a collaborative program with Blooming Newmarket on Winter Sowing presented by Kathy Lockhardt. 31 attendees learned how to start seeds in winter using recycled materials.
- Forthcoming virtual programs include:
 - "Songs of Emigration: Storytelling Through Traditional Irish Music" with Jordan Tirrell-Wysocki sponsored by NH Humanities on 3/14.
 - "Russia, the United States, and the War in Ukraine" with Kurk Dorsey, Chair of the Department of History at the University of New Hampshire on 3/24. We hope that many residents will join us to learn more about this timely topic.

Respectfully Submitted,
Kerry Cronin, Library Director



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: March 16, 2022

TITLE: Resolution #2021/2022-26 - Purchase of New UPS Devices for the Town

PREPARED BY: William Tappan, Finance Director

TOWN MANAGER'S COMMENTS - RECOMMENDATION:

I recommend passage of this resolution.

BACKGROUND:

The current Uninterruptible Power Supply (UPS) devices at the Department of Public Works (DPW) Data Center and the Police Department (PD) Intermediate Distribution Facility (IDF) are at end of life and need to be replaced. One of the two UPS devices at DPW has ceased functioning and the UPS at the PD is no longer stable and needing replacement to ensure operational continuity for the PD and Dispatch.

The purpose of the UPS devices is to maintain power to critical computing and telecommunications systems in the event of a power disruption from the electrical power grid. The UPS provides immediate continuous power to the systems during the gap between when the grid power ceases and power from backup generators begins.

DISCUSSION:

In order to get prices for the UPS replacement, requests for quotations were sent to three different IT vendors: CDW-G, shi, and BBN (see attachments). The first two vendors are large national IT system wholesalers and Back Bay is the town's provider of networking and end user support. Each vendor was provided with the same system type so the comparisons would be equivalent and cost would be the only differentiator.

FISCAL IMPACT:

The table below provides the vendor comparisons.

Vendor	Equipment	Price
CDW-G	Eaton PPX 3000 VA Tower/Rack Mountable UPS, Eaton Gigabit	\$2,481.76 x 2 = \$4,963.52

	Network Card – multicolor	
Shi	Same as above	\$2,418.00 x 2 = \$4,836.00
Back Bay Newtworks	Same as above	\$1,999 x 2 = \$3,998.00

RECOMMENDATION:

I recommend the Town Council approve the quotation from Back Bay Networks as it is the best lowest price for the same equipment.

ATTACHMENTS:

Description	Upload Date	Type
Resolution #2021/2022-26 - Purchase New UPS Devices for the Town	2/14/2022	Cover Memo
UPS Device Quotes	2/14/2022	Cover Memo

CHARTERED JANUARY 1, 1991

FOUNDED DECEMBER 15, 1727



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution 2021/2022-26

Resolution Appropriating \$4,000 from the Technology Capital Reserve Fund to Purchase new UPS devices for the Town

WHEREAS: the Town's current Uninterruptible Power Supply (UPS) devices located at the Police Department and the Department of Public Works provide interim power in the event of an interruption of electric power to their respective buildings and prior to the generators starting to produce power; and

WHEREAS: the Town's current UPS devices are at end of life, one of two at DPW has ceased functioning and the one at the PD has been experiencing significant problems in recent months; and

WHEREAS: the Director of Finance & Administration is proposing the Council consider replacing the noted UPS devices and network cards to significantly enhance operational continuity; and

WHEREAS: the Technology Capital Reserve Fund has a balance of \$24,818,

NOW, THEREFORE, BE IT RESOLVED: that the Newmarket Town Council does hereby approve the expenditure of not more than \$4,000 from the Technology Capital Reserve Fund for the purchase of new UPS devices and network cards.

First Reading: March 2, 2022

Second Reading: March 16, 2022

Approval: March 16, 2022

VOTING RECORD			
Date of Vote:	YES	NO	ABSTAIN
Councilor Conley			
Councilor Ward			
Councilor Blackstone			
Councilor Brabec			
Councilor Kiper			
Vice Chair Sanders			
Chair Weinstein			
Total Votes:			
Resolution: Does Does Not pass.			

Approved: _____
Toni Weinstein, Chair Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk



Back Bay Networks
800 Central Ave.
Dover, NH - New Hampshire 03820
P: 6036925100
W: www.bbnnh.com

UPS Battery Replacement

Prepared For:

Name: William Tappan
Company: Town of Newmarket
Address: 70 Exeter Street
Newmarket, NH 03857
Phone: (603) 491-8247
Email: wtappan@newmarketnh.gov

Quote Information:

Quote #: 003706
Created: 01/14/2022
Expires: 02/11/2022
Rep: Steve Gagnon
Email: sgagnon@bbnnh.com
Phone:

Products	Item	Price	Qty	Ext. Price
Police UPS Battery			0	
Eaton 5PX 3000 VA Tower/Rack Mountable UPS - 2U Rack/Tower - 4 Minute Stand-by - 110 V AC Input - 132 V AC Output - 6 x NEMA 5-20R, 1 x NEMA L5 -30R	5PX3000RT2U	\$1,709.00	1	\$1,709.00
Eaton Gigabit Network Card - Multicolor	.NETWORK-M2	\$290.00	1	\$290.00
Police Subtotal			2	\$1,999.00
Products Subtotal				\$1,999.00

Recap	Amount
Products	\$1,999.00
Total	\$1,999.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Unless otherwise noted, installation labor is not included

Signature

Date



Back Bay Networks
800 Central Ave.
Dover, NH - New Hampshire 03820
P: 6036925100
W: www.bbnnh.com

UPS Battery Replacement

Prepared For:

Name: William Tappan
Company: Town of Newmarket
Address: 186 Main Street
Newmarket, NH 03857
Phone: (603) 491-8247
Email: wtappan@newmarketnh.gov

Quote Information:

Quote #: 003696
Created: 01/14/2022
Expires: 02/09/2022
Rep: Steve Gagnon
Email: sgagnon@bbnnh.com
Phone:

Products	Item	Price	Qty	Ext. Price
DPW UPS Battery			0	
Eaton 5PX 3000 VA Tower/Rack Mountable UPS - 2U Rack/Tower - 4 Minute Stand-by - 110 V AC Input - 132 V AC Output - 6 x NEMA 5-20R, 1 x NEMA L5 -30R	5PX3000RT2U	\$1,709.00	1	\$1,709.00
Eaton Gigabit Network Card - Multicolor	NETWORK-M2	\$290.00	1	\$290.00
DPW Subtotal			2	\$1,999.00
Products Subtotal				\$1,999.00

Recap	Amount
Products	\$1,999.00
Total	\$1,999.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. Unless otherwise noted, installation labor is not included

Signature

Date

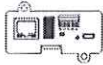


Continue Shopping

Shopping Cart Sign in to Save this Cart, View Saved Carts or E-mail this Cart

ADD ITEM TO CART

Enter CDW# or MFG#

ITEM	AVAILABILITY	PRICE	QUANTITY	ITEM TOTAL
 Eaton INDGW-M2 - remote management adapter MFG Part: INDGW-M2 CDW Part: 5923370 UNSPSC:	11-13+ Days Orders placed today will ship within 11-13 days	\$464.00 \$398.99 Advertised Price	1	\$398.99
Top Recommendations				
 Eaton 5PX 3000 2U Rack/Tower LCD MFG Part: 5PX3000IRT2U CDW Part: 2350760 UNSPSC:	In Stock Orders placed today ship tomorrow by a CDW partner	\$2,396.00 \$2,082.77 Advertised Price	1	\$2,082.77
Top Recommendations				

Order Summary

Subtotal: \$2,481.76

Tax and Shipping calculated at checkout.

Lease Option Pricing \$73.21 / Month



Sign in to Save this Cart, View Saved Carts or E-mail this Cart Update All Remove All

WE GET GETTING RESULTS

With full-stack expertise, CDW helps you design, orchestrate and manage technologies that drive business success.

- What We Solve

 - Research Hub
 - Products

My Account

 - Quick Order Status
- ABOUT US

 - Why CDW
 - About Us
 - Careers
 - Diversity and Inclusion
 - ESG
 - Investor Relations
 - International Solutions
 - Locations
 - Newsroom & Media
 - Suppliers

- HOW CAN WE HELP
- Customer Support / FAQs
 - eProcurement
 - e-Waste Recycling
 - Leasing Services
 - Product Recalls
 - Product Finders
 - CDW Outlet

Contact An Expert: P 800.808.4239 | Email Us CDW CDW-G Canada CDW-UK



Shopping Cart

\$ Your recent changes are highlighted.

There are 2 item(s) in your shopping cart

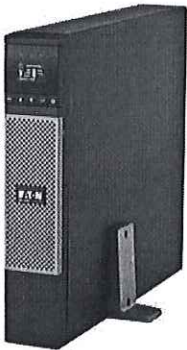
◇ Email Cart

 Empty Cart

**** Save as Quote**

 **Check Out**

Subtotal: **\$2,418.00**



Eaton 5PX 3000 - UPS (rack-mountable)

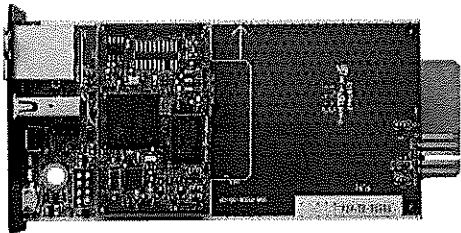
1 SHI uses cookies to improve your experience on our website. Some cookies are essential to make our website work. We track website preferences, provide product recommendations, and record anonymized data about your site visit with cookies. [View All Details](#) To learn more about how we use cookies, see our [Privacy Statement](#).

Low Stock

	1	
---	---	---

Acknowledge

\$2,081.00 each **\$2,081.00**



Eaton Network Card-M2

View All Details ▲

In Stock

⌵	1	⌶
---	---	---

\$337.00 each **\$337.00**

Subtotal: \$2,418.00

◇ **Email Cart**

 **Empty Cart**

 SHI uses cookies to improve your experience on our website. Some cookies are essential to make our website work. We track website preferences, provide product recommendations, and record anonymized data about your site visit with cookies. To learn more about how we use cookies, see our [Privacy Statement](#).

 **Check Out**

Acknowledge



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: March 16, 2022

TITLE: Resolution #2021/2022-27 - New Road Watermain Replacement and Drainage Improvements Project Award

PREPARED BY: Sean T. Greig Environmental Services Director

TOWN MANAGER'S COMMENTS - RECOMMENDATION:

I recommend passage of this resolution.

BACKGROUND:

The Town received bids for the New Road Watermain and Drainage Improvements Project on February 2, 2022 from Granese and Sons and North East Earth Mechanics. The project will consist of improving the New Road drainage collection system in the area of Center Street and Young Lane, and creating a new discharge to the Lamprey River. A new watermain will be installed at the same time. Granese and Sons submitted the lowest bid of \$1,898,738.50. The cost for the drainage and water are \$1,209,976.50 and \$688,762.00 respectively. I recommend that the project carry \$90,000 in contingencies. The water improvements will be funded by a \$500,000 Community Development Block Grant and Rural Development Funds. The drainage improvements will be funded by \$1,000,000 State Revolving Loan with 10% forgiveness and ARPA grant funds.

DISCUSSION:

Does the Town Council want to authorize the Town Manager to award the New Road Watermain and Drainage Improvements Project to Granese and Sons for the sum of \$1,898,738.50.

FISCAL IMPACT:

The watermain portion of the project will be funded by a \$500,000 CDBG grant and Rural Development funds. The New Road drainage improvements will be funded by an SRF \$1,000,000 loan with 10% loan forgiveness and ARPA grant funds. The SRF loan is a 20-year loan that will be a yearly payment that will be budgeted in the Town budget.

RECOMMENDATION:

I recommend that the Town Council authorize the Town Manager to award the New Road Watermain and

Drainage Improvements Project to Granese and Sons for the sum of \$1,898,738.50.

ATTACHMENTS:

Description	Upload Date	Type
Resolution # 2021/2022-27 - New Road Watermain Replacement & Drainage Improvements	2/22/2022	Cover Memo
New Road Recommendation	2/15/2022	Cover Memo
New Road Summary of Bids	2/15/2022	Cover Memo



TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council

Resolution #2021/2022 - 27

New Road Watermain and Drainage Improvements Project

WHEREAS: The Town has secured funding from Community Development Block Grant, Rural Development, and the State Revolving Loan Fund for the project; and

WHEREAS: Granese and Sons submitted the lowest bid of \$688,762.00 for water and \$1,209,976.50 for drainage for a total sum of \$1,898,738.50 for the New Road Watermain and Drainage Improvements Project; and

WHEREAS: The Community Development Block Grant and Rural Development funds will be used for the watermain replacement, and the State Revolving funds the ARPA funds will be used for the drainage portion of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:

The Town Manager is authorized to Award the New Road Watermain and Drainage Improvements Project to Granese and Sons for \$1,898,378.50. The Town Council authorizes the following budget for the New Road Watermain and Drainage Improvements Project:

	Water	Drainage
Construction	\$688,762.00	\$1,209,976.50
Contingency	\$45,000.00	\$65,000.00
Construction Engineering	\$101,200.00	\$121,200.00
	834,962.00	\$1,396,176.50

First Reading: March 2, 2022

Second Reading: March 16, 2022

Approval: March 16, 2022

VOTING RECORD			
Date of Vote:	YES	NO	ABSTAIN
Councilor Conley			
Councilor Ward			
Councilor Blackstone			
Councilor Brabec			
Councilor Kiper			
Vice Chair Sanders			
Chair Weinstein			
Total Votes:			
Resolution: Does Does Not pass.			

Approved: _____
Toni Weinstein, Chair Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk

February 14, 2022

2045.21

Mr. Sean Greig
Town of Newmarket
186 Main Street
Newmarket, NH 03857

Re: Recommendation of Contract Award
New Road Water and Stormwater Improvements
NHDES CWSRF D2021-0705

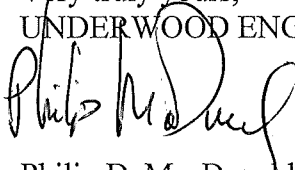
Dear Mr. Grieg:

We have reviewed the bids received on February 2, 2022, for the referenced project. Two (2) bids were received. The lowest bidder is N. Granese & Sons, Inc. of Salem, MA. A Summary of Bids received is attached.

N. Granese & Sons is currently involved in water and sewer projects in Dover, Newmarket, Haverhill, and Gloucester. Underwood Engineers is providing construction oversight in Dover. Granese's working relationship with the City of Dover has been complimentary. We also understand that Granese is in good standing concerning work in Newmarket. Granese references indicate that Granese is a top-rated utility contractor, and that they keep work areas neat and interact well with businesses and property owners. We find that their work is completed satisfactory and on time.

Based on a review of recent work completed by Granese & Sons, including work in progress, we recommend award of the Contract to N. Granese & Sons, the lowest responsible bidder for the **contract amount of \$1,898,378.50**, pending funding approval from NHDES, RD, and CDBG. We understand that funding is not available for add Alt #1. Please let us know if this may change.

Very truly yours,
UNDERWOOD ENGINEERS, INC.



Philip D. MacDonald, P.E.
Project Manager

Summary of Bids

Project: New Road Improvements, Newmarket, New Hampshire
Bids Received: February 2, 2022

				Engineers Opinion of Cost		N. Granese & Sons		NE Earth Mechanics	
BID ITEM	EST. QUANT.	UNITS	ITEM DESCRIPTION	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
SCHEDULE 1: WATER IMPROVEMENTS									
202.43	50	LF**	Removal of AC Pipe (0-24" Dia.):	\$ 60.00	\$ 3,000.00	\$ 25.00	\$ 1,250.00	\$ 100.00	\$ 5,000.00
206.19	100	CY**	Common Structure Excavation - Exploratory:	\$ 50.00	\$ 5,000.00	\$ 0.01	\$ 1.00	\$ 50.00	\$ 5,000.00
206.2W	100	CY**	Rock Structure Excavation (Water):	\$ 140.00	\$ 14,000.00	\$ 0.01	\$ 1.00	\$ 125.00	\$ 12,500.00
611.05208	1080	LF	8" Ductile Cement Lined Water Main, CL52:	\$ 130.00	\$ 140,400.00	\$ 135.00	\$ 145,800.00	\$ 150.00	\$ 162,000.00
611.05210	1130	LF	10" Ductile Cement Lined Water Main, CL52:	\$ 150.00	\$ 169,500.00	\$ 145.00	\$ 163,850.00	\$ 160.00	\$ 180,800.00
611.81A	3	EA.	Hydrant Assemblies:	\$ 15,000.00	\$ 45,000.00	\$ 8,000.00	\$ 24,000.00	\$ 10,000.00	\$ 30,000.00
611.50007	500	LF	3/4" Copper Water Service Pipe:	\$ 120.00	\$ 60,000.00	\$ 10.00	\$ 5,000.00	\$ 75.00	\$ 37,500.00
611.50020	60	LF	2" PE Water Service Pipe:	\$ 130.00	\$ 7,800.00	\$ 30.00	\$ 1,800.00	\$ 75.00	\$ 4,500.00
611.51007	28	EA.	3/4" Corporation:	\$ 1,600.00	\$ 44,800.00	\$ 1,800.00	\$ 50,400.00	\$ 1,000.00	\$ 28,000.00
611.51020	2	EA.	2" Corporation: _____	\$ 1,800.00	\$ 3,600.00	\$ 5,000.00	\$ 10,000.00	\$ 2,000.00	\$ 4,000.00
611.52007	28	EA.	3/4" Curb Stop:	\$ 1,200.00	\$ 33,600.00	\$ 250.00	\$ 7,000.00	\$ 250.00	\$ 7,000.00
611.52020	2	EA.	2" Curb Stop: _____	\$ 1,400.00	\$ 2,800.00	\$ 700.00	\$ 1,400.00	\$ 1,000.00	\$ 2,000.00
611.71008	4	EA.	8" Gate Valve w/ Box:	\$ 2,400.00	\$ 9,600.00	\$ 6,000.00	\$ 24,000.00	\$ 1,700.00	\$ 6,800.00
611.71010	3	EA.	10" Gate Valve w/ Box:	\$ 2,800.00	\$ 8,400.00	\$ 8,000.00	\$ 24,000.00	\$ 2,500.00	\$ 7,500.00
611.93	4	EA.	Remove Gate Valve and Valve Box (Outside Excavation	\$ 500.00	\$ 2,000.00	\$ 150.00	\$ 600.00	\$ 1,000.00	\$ 4,000.00
612.546	50	LF	Replace and/or Realign Existing 4" or 6" Sewer Service:	\$ 150.00	\$ 7,500.00	\$ 120.00	\$ 6,000.00	\$ 100.00	\$ 5,000.00
Schedule 1 Total				\$ 557,000.00		465,102.00		\$ 501,600.00	

SCHEDULE 2: DRAINAGE & ROADWAY IMPROVEMENTS									
201.1	0.1	Acre	Clearing and Grubbing:	\$50,000.00	\$5,000.00	\$25,000.00	\$ 2,500.00	\$30,000.00	\$ 3,000.00
201.21	8	EA.	Removing small trees:	\$800.00	\$6,400.00	\$100.00	\$ 800.00	\$300.00	\$ 2,400.00
201.22	4	EA.	Removing large trees:	\$2,000.00	\$8,000.00	\$350.00	\$ 1,400.00	\$1,000.00	\$ 4,000.00
201.4	1	EA.	Removing Stumps:	\$800.00	\$800.00	\$250.00	\$ 250.00	\$250.00	\$ 250.00
203.4	50	CY**	Muck/Unsuitable Material Excavation:	\$40.00	\$2,000.00	\$30.00	\$ 1,500.00	\$40.00	\$ 2,000.00
203.6	43	CY	Embankment In Place (F):	\$25.00	\$1,075.00	\$30.00	\$ 1,290.00	\$60.00	\$ 2,580.00
206.1	50	CY**	Common Structure Excavation (where directed):	\$80.00	\$4,000.00	\$25.00	\$ 1,250.00	\$50.00	\$ 2,500.00
206.2D	150	CY**	Rock Structure Excavation (Drainage):	\$140.00	\$21,000.00	\$0.01	\$ 1.50	\$125.00	\$ 18,750.00
585.2	90	CY	Stone fill, Class B:	\$100.00	\$9,000.00	\$50.00	\$ 4,500.00	\$60.00	\$ 5,400.00
585.3	50	CY	Stone fill, Class C:	\$80.00	\$4,000.00	\$50.00	\$ 2,500.00	\$60.00	\$ 3,000.00
585.31	70	CY	Stone fill, Class C (Modified):	\$100.00	\$7,000.00	\$50.00	\$ 3,500.00	\$60.00	\$ 4,200.00
593.211	100	SY	Class 1, Non-Woven Geotextile (Separation):	\$4.00	\$400.00	\$30.00	\$ 3,000.00	\$3.50	\$ 350.00
593.320	100	SY	Class 2, Geotextile (Stabilization):	\$4.00	\$400.00	\$30.00	\$ 3,000.00	\$5.00	\$ 500.00
593.411	200	SY	Class 1, Non-Woven Geotextile (Permanent Erosion Control):	\$6.00	\$1,200.00	\$30.00	\$ 6,000.00	\$3.50	\$ 700.00
603.0001	1000	LF	Video Inspection (where directed):	\$4.00	\$4,000.00	\$3.00	\$ 3,000.00	\$2.00	\$ 2,000.00
603.00324	540	LF	24" Reinforced Concrete Pipe, 3000D	\$200.00	\$108,000.00	\$300.00	\$ 162,000.00	\$200.00	\$ 108,000.00
603.33215	1	EA.	15" PE End Section:	\$500.00	\$500.00	\$500.00	\$ 500.00	\$350.00	\$ 350.00
603.6	40	LF	Relaying Drainage Pipe (0-24" Dia.):	\$70.00	\$2,800.00	\$150.00	\$ 6,000.00	\$100.00	\$ 4,000.00
603.82206	50	LF	6" PE Pipe (Smooth Interior):	\$50.00	\$2,500.00	\$90.00	\$ 4,500.00	\$85.00	\$ 4,250.00
603.822T6	2	EA.	Inserta Tee or Main Dia. x 6" Tee Fitting for 6" PE Drain:	\$500.00	\$1,000.00	\$1,500.00	\$ 3,000.00	\$200.00	\$ 400.00
603.82212	680	LF	12" PE Pipe (Smooth Interior):	\$80.00	\$54,400.00	\$100.00	\$ 68,000.00	\$85.00	\$ 57,800.00
603.82215	120	LF	15" PE Pipe (Smooth Interior):	\$100.00	\$12,000.00	\$110.00	\$ 13,200.00	\$90.00	\$ 10,800.00
603.82218	1180	LF	18" PE Pipe (Smooth Interior):	\$140.00	\$165,200.00	\$150.00	\$ 177,000.00	\$95.00	\$ 112,100.00
603.82224	230	LF	24" PE Pipe (Smooth Interior):	\$180.00	\$41,400.00	\$300.00	\$ 69,000.00	\$110.00	\$ 25,300.00
604.0007	9	EA.	Polyethylene Liners:	\$200.00	\$1,800.00	\$250.00	\$ 2,250.00	\$350.00	\$ 3,150.00
604.0008	5	EA.	Catch Basin Hoods (12" to 18" diameter outlet pipe):	\$500.00	\$2,500.00	\$800.00	\$ 4,000.00	\$500.00	\$ 2,500.00
604.124	11	UNIT	Catch Basin, 4' Dia. Type B:	\$4,500.00	\$49,500.00	\$6,000.00	\$ 66,000.00	\$6,500.00	\$ 71,500.00
604.194	1	UNIT	Catch Basin, 4' Dia. w/B-Hive Grate:	\$4,500.00	\$4,500.00	\$6,300.00	\$ 6,300.00	\$6,900.00	\$ 6,900.00
604.292	1	EA.	Drop Inlet, 2' Dia. w/Bee Hive Grate:	\$2,200.00	\$2,200.00	\$6,000.00	\$ 6,000.00	\$5,600.00	\$ 5,600.00
604.324	16	UNIT	Drain Manhole (4' Dia.):	\$4,000.00	\$64,000.00	\$7,000.00	\$ 112,000.00	\$8,500.00	\$ 136,000.00
604.325	1	UNIT	Drain Manhole (5' Dia.):	\$6,200.00	\$6,200.00	\$8,000.00	\$ 8,000.00	\$9,800.00	\$ 9,800.00
604.39WQ	1	UNIT	Water Quality Unit (2500 gal.):	\$16,000.00	\$16,000.00	\$35,000.00	\$ 35,000.00	\$35,000.00	\$ 35,000.00
605.418	45	LF	18" Perforated PVC (Schedule 40) Pipe:	\$200.00	\$9,000.00	\$300.00	\$ 13,500.00	\$350.00	\$ 15,750.00
605.7	4	EA.	Underdrain Cleanout Structure:	\$500.00	\$2,000.00	\$1,800.00	\$ 7,200.00	\$450.00	\$ 1,800.00
605.82251	400	LF	24" Aggregate Underdrain, Type 2 w/6 Perf. PE Pipe:	\$50.00	\$20,000.00	\$90.00	\$ 36,000.00	\$50.00	\$ 20,000.00
606.120	132	LF	Beam Guardrail, Standard Section, Steel Post:	\$50.00	\$6,600.00	\$25.00	\$ 3,300.00	\$37.50	\$ 4,950.00
606.1255	2	UNIT	Beam Guardrail, 25'EAGRT - Steel Post:	\$3,000.00	\$6,000.00	\$2,500.00	\$ 5,000.00	\$3,500.00	\$ 7,000.00
606.91	24	LF	Resetting or Setting Guardrail:	\$30.00	\$720.00	\$20.00	\$ 480.00	\$20.00	\$ 480.00
612.61508	60	LF	8" PVC Sewer (where directed):	\$120.00	\$7,200.00	\$180.00	\$ 10,800.00	\$175.00	\$ 10,500.00
621.31	6	EA.	Single Delineator with Post:	\$100.00	\$600.00	\$125.00	\$ 750.00	\$50.00	\$ 300.00
645.533	9	EA.	Inlet Filter Basket: _____	\$100.00	\$900.00	\$60.00	\$ 540.00	\$150.00	\$ 1,350.00
645.81	1	UNIT	Gravel Wetland: _____	\$50,000.00	\$50,000.00	\$80,000.00	\$ 80,000.00	\$80,000.00	\$ 80,000.00
645.82	1	UNIT	Bio-Retention Area:	\$25,000.00	\$25,000.00	\$25,000.00	\$ 25,000.00	\$30,000.00	\$ 30,000.00
900.1	7	UNIT	Rein. Con. PC-1 Headwall (12" to 18" dia. Pipe):	\$3,000.00	\$21,000.00	\$2,000.00	\$14,000.00	\$2,000.00	\$14,000.00
Schedule 2 Total				\$757,795.00		\$973,811.50		\$831,210.00	

SCHEDULE 3: COMMON ITEMS									
203.1	2500	CY	Common Excavation (F):	\$20.00	\$50,000.00	\$5.00	\$ 12,500.00	\$20.00	\$ 50,000.00
214	1	UNIT	Fine Grade: _____	\$20,000.00	\$20,000.00	\$15,000.00	\$ 15,000.00	\$20,000.00	\$ 20,000.00
304.2	100	CY**	Additional Gravel (where directed):	\$32.00	\$3,200.00	\$45.00	\$ 4,500.00	\$40.00	\$ 4,000.00
304.3	100	CY**	Crushed Gravel (where directed):	\$35.00	\$3,500.00	\$45.00	\$ 4,500.00	\$40.00	\$ 4,000.00
304.4	100	CY**	Crushed Stone, Fine Gradation:	\$38.00	\$3,800.00	\$45.00	\$ 4,500.00	\$40.00	\$ 4,000.00
306.108	4600	SY	Reclaimed Stabilized Base, Processed in Place (8" Depth):	\$3.50	\$16,100.00	\$4.00	\$ 18,400.00	\$5.00	\$ 23,000.00
306.208	1310	SY	Reclaimed Stabilized Base, Remove & Rehandle (8" Depth):	\$15.00	\$19,650.00	\$6.00	\$ 7,860.00	\$14.00	\$ 18,340.00
306.36	550	TON	Stone for Reclaimed Stabilized Base:	\$32.00	\$17,600.00	\$40.00	\$ 22,000.00	\$30.00	\$ 16,500.00
403.11A	800	TON	Hot Bit. Pavement - Machine Method (Binder):	\$92.00	\$73,600.00	\$83.00	\$ 66,400.00	\$92.00	\$ 73,600.00
403.11B	500	TON	Hot Bit. Pavement - Machine Method (Wearing Course):	\$102.00	\$51,000.00	\$88.00	\$ 44,000.00	\$98.00	\$ 49,000.00
403.12	100	TON	Hot Bit. Pavement - Hand Method:	\$180.00	\$18,000.00	\$160.00	\$ 16,000.00	\$140.00	\$ 14,000.00
403.99	50	Ton**	Temporary Bit. Pavement (where directed):	\$150.00	\$7,500.00	\$215.00	\$ 10,750.00	\$150.00	\$ 7,500.00
417	400	SY	Cold planing bituminous surfaces:	\$15.00	\$6,000.00	\$15.00	\$ 6,000.00	\$13.00	\$ 5,200.00
618.6	1	Allow	Uniformed Officers:	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$ 10,000.00
618.7	1200	Allow	Uniformed Flaggers:	\$40.00	\$48,000.00	\$43.00	\$ 51,600.00	\$45.00	\$ 54,000.00
619.1	1	UNIT	Maintenance of Traffic:	\$40,000.00	\$40,000.00	\$25,000.00	\$ 25,000.00	\$100,000.00	\$ 100,000.00
628.2	700	LF	Sawed Bituminous Pavement:	\$4.00	\$2,800.00	\$1.00	\$ 700.00	\$1.50	\$ 1,050.00
632.0104	4400	LF	Retroreflective Paint Pavement Marking, Single Solid Line, 4	\$0.60	\$2,640.00	\$1.00	\$ 4,400.00	\$1.00	\$ 4,400.00
632.3118	75	LF	Retroreflective Thermoplastic Pavement Marking, Single Solid	\$30.00	\$2,250.00	\$30.00	\$ 2,250.00	\$25.00	\$ 1,875.00
645.531	500	LF	Silt fence:	\$4.00	\$2,000.00	\$5.00	\$ 2,500.00	\$5.00	\$ 2,500.00
645.9	5.5	UNIT	Silt Boom: _____	\$1,600.00	\$8,800.00	\$250.00	\$ 1,375.00	\$850.00	\$ 4,675.00
646.512	788	SY	Turf establishment with mulch, tackifiers and loam (F):	\$10.00	\$7,890.00	\$5.00	\$ 3,940.00	\$15.00	\$ 11,820.00
645.7	1	UNIT	Stormwater Pollution Prevention Plan:	\$10,000.00	\$10,000.00	\$7,500.00	\$ 7,500.00	\$3,000.00	\$ 3,000.00
645.72	30	HR	Monitoring SWPPP and Erosion and Sediment Controls:	\$75.00	\$2,250.00	\$90.00	\$ 2,700.00	\$90.00	\$ 2,700.00
651.001	3	EA	Evergreen Tree (6'-8' Height):	\$1,000.00	\$3,000.00	\$1,200.00	\$ 3,600.00	\$350.00	\$ 1,050.00
652.002	3	EA	Deciduous Tree (2-1/2"-3" caliper):	\$1,200.00	\$3,600.00	\$1,200.00	\$ 3,600.00	\$725.00	\$ 2,175.00
653.003	20	EA	Shrub (18"-24" Height	\$300.00	\$6,000.00	\$200.00	\$ 4,000.00	\$75.00	\$ 1,500.00
670.0661	9	EA	Remove and Re-set Single Mailbox Assembly:	\$250.00	\$2,250.00	\$250.00	\$ 2,250.00	\$125.00	\$ 1,125.00
692	1	UNIT	Mobilization :	\$90,000.00	\$90,000.00	\$72,000.00	\$ 72,000.00	\$90,000.00	\$ 90,000.00
6C	1	Allow	Archeological Monitoring and Delays :	\$5,000.00	\$5,000.00	\$5,000.00	\$ 5,000.00	\$5,000.00	\$ 5,000.00
912	1	LS	R&R Landscaping:	\$10,000.00	\$10,000.00	\$15,000.00	\$ 15,000.00	\$147,000.00	\$ 147,000.00
1010.2	1	Allow	Asphalt Cement Adjustment:	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$ 10,000.00
Schedule 3 Total				\$566,430.00		\$459,825.00		\$743,010.00	
Total Construction (Add Schedules 1 to 3)				\$1,881,225.00		\$1,898,738.50		\$2,075,820.00	

ADD ALTERNATE 1 (Granite Curb and Bituminous Sidewalk)									
608.12	440	SY	Bituminous Sidewalk (F), 2" Depth	\$25.00	\$11,000.00	\$45.00	\$ 19,800.00	\$55.00	\$ 24,200.00
609.01	780	LF	Straight Granite Curb	\$40.00	\$31,200.00	\$75.00	\$58,500.00	\$55.00	\$42,900.00
Total					\$42,200.00		\$78,300.00		\$67,100.00



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

STAFF REPORT

DATE: March 16, 2022

TITLE: Resolution # 2021/2022-28 - Bennett and Sewall Wells Improvements Project

PREPARED BY: Sean T. Greig Environmental Services Director

TOWN MANAGER'S COMMENTS - RECOMMENDATION:

I recommend passage of this resolution.

BACKGROUND:

The Water Department received bids to make improvements to the Bennett and Sewall wells from North East Earth Mechanics, Penta Corporation, Apex Construction, Sherbon Consolidated, and Defelice Corporation. Due to the Rural Development funds running out, the Bennett Well improvements were bid as a bid alternate. This allows the Town to receive a price and the Town will be able to award the Bennett Well project at a later date if the funds are available. North East Earth Mechanics submitted the lowest bid of \$997,667.50 for Sewall well and \$1,087,667.50 for Bennett well. The project will install new electrical equipment, pumps, metering equipment, chemical equipment and bulk storage, and a new back-up power generator. Underwood Engineers has performed the preliminary and design engineering for the Bennett and Sewall Wells Project. Rural Development has approved Underwood Engineers to perform the project construction engineering for \$178,454.00. The Bennett and Sewall Wells Project will be funded by Rural Development. Project budget is as follows:

Construction (Sewall)	\$997,667.50
Contingency	\$99,700
Construction Engineering	\$178,454.00
Total	\$1,275,821.50

DISCUSSION:

Does the Town Council want to authorize the Town Manager to award the Bennett and Sewall Wells Project construction engineering to Underwood Engineers for \$178,454.00 and the construction contract to North East Earth Mechanics for \$997,667.50 with a total budget for construction, contingency, and construction engineering of \$1,275,821.50 for the Sewall Well improvements.

FISCAL IMPACT:

The Bennett and Sewall Wells Projects will expenses will be paid out of the Rural Development funds for the water projects.

RECOMMENDATION:

I recommend that the Town Council authorize the Town Manager to award the Bennett and Sewall Wells Project construction engineering to Underwood Engineers for \$178,454.00 and the construction contract to North East Earth Mechanics for the sum of \$997,667.50 with a total budget for construction, contingency, and construction engineering of \$1,275,821.50 for the Sewall well improvements.

ATTACHMENTS:

Description	Upload Date	Type
Resolution # 2021/2022-28 - Bennett & Sewall Wells Improvements	2/22/2022	Cover Memo
Bennett & Sewall Well Bid Tab	2/17/2022	Cover Memo
Bennett & Sewall Wells NEEM Award Letter	2/17/2022	Cover Memo
Construction Engineering Contract	2/22/2022	Cover Memo



**TOWN OF NEWMARKET, NEW HAMPSHIRE
By the Newmarket Town Council**

Resolution #2021/2022 - 28

Bennett and Sewall Wells Improvements Project

WHEREAS: The Town has secured funding from Rural Development for the Bennett and Sewall Wells Project; and

WHEREAS: North East Earth Mechanics submitted the lowest bid of \$997,667.50 for the Sewall Well improvements; and

WHEREAS: Underwood Engineers has performed the preliminary and final engineering, and has been approved to perform the construction engineering for \$178,454.00.

NOW, THEREFORE, BE IT RESOLVED BY THE NEWMARKET TOWN COUNCIL THAT:

The Town Manager is authorized to Award the Sewall Well construction portion of the Bennett and Sewall wells project to North East Earth Mechanics for \$997,667.50, and authorize the Town manager to enter into an agreement with Underwood Engineers to perform the construction engineering for \$178,454.00. The Town Council authorizes the following budget for the Bennett and Sewall Wells Project:

Construction (Sewall)	\$997,667.50
Contingency	\$99,700
Construction Engineering	\$178,454.00
Total	\$1,275,821.50

First Reading: *March 2, 2022*

Second Reading: *March 16, 2022*

Approval: *March 16, 2022*

VOTING RECORD			
Date of Vote:	YES	NO	ABSTAIN
Councilor Conley			
Councilor Ward			
Councilor Blackstone			
Councilor Brabec			
Councilor Kiper			
Vice Chair Sanders			
Chair Weinstein			
Total Votes:			
Resolution: Does Does Not pass.			

Approved: _____
Toni Weinstein, Chair Town Council

A True Copy Attest: _____
Terri Littlefield, Town Clerk

BID TABULATION - TOWN OF NEWMARKET
Bid Opening January 26, 2022 at 1:30 pm
2517 - BENNETT & SEWALL PUMPING STATION UPGRADES

BID ITEM	BASE BID	NorthEast Earth Mechanics, LLC	Penta Corporation	Apex Construction, Inc.	Scherbon Consolidated, Inc.	DeFelice Corporation
		COST	COST	COST	COST	COST
1	Sewall Pumping Station Improvements	\$ 958,500.00	\$ 1,105,000.00	\$ 1,110,000.50	\$ 1,199,000.00	\$ 2,650,000.00
2	Asbestos Testing, Removal, Handling & Disposal Allowance	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
3	Utility Allowance	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
4	SCADA Programming & Installation Allowance	\$ 9,167.50	\$ 9,167.50	\$ 9,167.50	\$ 9,167.50	\$ 9,167.50
5	Materials Testing Allowance	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL BASE BID PRICE (sum of items 1-5)		\$ 997,667.50	\$ 1,144,167.50	\$ 1,149,168.00	\$ 1,238,167.50	\$ 2,689,167.50

BID ITEM	ADDITIVE ALTERNATE 1 - BENNETT PUMPING STATION IMPROVEMENTS & ALLOWANCES	Northeast Earth Mechanics, Inc.	Penta Corporation	Apex Construction, Inc.	Scherbon Consolidated, Inc.	DeFelice Corporation
		COST	COST	COST	COST	COST
6	Bennett Pumping Station Improvements	\$ 1,048,500.00	\$ 1,308,000.00	\$ 1,210,000.50	\$ 1,289,000.00	\$ 2,350,000.00
7	Asbestos Testing, Removal, Handling & Disposal Allowance	\$ 5,000.0	\$ 5,000.0	\$ 5,000.0	\$ 5,000.0	\$ 5,000.0
8	Utility Allowance	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
9	SCADA Programming & Installation Allowance	\$ 9,167.50	\$ 9,167.50	\$ 9,167.50	\$ 9,167.50	\$ 9,167.50
10	Materials Testing Allowance	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL ADD ALT #1 (sum of items 6-10)		\$ 1,087,667.50	\$ 1,347,167.50	\$ 1,249,168.00	\$ 1,328,167.50	\$ 2,389,167.50
TOTAL BASE BID + ADD ALT 1		\$ 2,085,335.00	\$ 2,491,335.00	\$ 2,398,336.00	\$ 2,566,335.00	\$ 5,078,335.00

Addendum #1 Acknowledgement	X	X	X	X	X
Bid Bond	X	X	X	X	X
RD Paperwork	X	X	X	X	X
Experience Statement	X	X	X	X	X

Notes :

THE INFORMATION IN THE ABOVE TABULATION IS A TRUE AND ACCURATE REFLECTION OF THE BIDS AFTER REVIEW BY THE ENGINEER

Bids Tabulated By:



ENGINEER

1/27/2022

DATE:

Bids Checked By:



ENGINEER

2/8/2022

DATE:

2517.21

February 9, 2022

Mr. Sean Greig
Town of Newmarket, Environmental Services
8 Young Lane
Newmarket, NH 03827

***Re: Recommendation of Contract Award
Bennett & Sewall Pumping Station Improvements
Newmarket, New Hampshire***

Dear Mr. Greig:

We have reviewed the bids for the referenced project received on January 26, 2022. The lowest bidder is NorthEast Earth Mechanics, LLC of Pittsfield, New Hampshire with a Total Bid Price of **\$2,085,335.00**. The Sewell Pumping Station Base Bid (Basis of Award) is in the amount of **\$997,667.50**. The Bennett Pumping Station Additive Alternate 1 is in the amount of **\$1,087,667.50**. The signed Bid Tabulation is attached.

We have reviewed letters from their bank and bonding agency and conducted telephone interviews with three references from their current and previous experience. Based on these positive findings, we recommend that the Town of Newmarket award the above referenced project to NorthEast Earth Mechanics, LLC in the Base Bid Amount of **\$997,667.50** as the lowest responsive and responsible bidder. In support of this recommendation, we have attached copies of the following information:

1. Signed Bid Tabulation
2. Northeast Earth Mechanics Bid, Bid Bond, and Compliance Statements
3. Letters from Northeast Earth Mechanics Bank and Bonding Agency included in Bid
4. Reference Interviews

Please note the Contract cannot be awarded until USDA Rural Development has reviewed the bid results and all required information. Once USDA RD determines that everything is satisfactory, they will issue a letter authorizing award of the Contract. Once you receive approval to award the Contract from USDA RD, we will then schedule for the contracts to be signed.

We will proceed to make a formal request to USDA RD to obtain authorization for the Town to award this project.

Page 2
Mr. Sean Greig
February 9, 2022

Please call me at 230-9898 if you have any questions.
Very truly yours,

UNDERWOOD ENGINEERS, INC.



Devon W. Smith, P.E.
Project Manager

Encl.

cc:



**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
Town of Newmarket, New Hampshire (“Owner”) and
Underwood Engineers, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Bennett and Sewall Pump Station Upgrades – Construction Phase

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows:

Construction Phase Engineering Services for demolition and reconstruction of the existing Bennett and Sewall Pump Stations

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer’s services;
 - 2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. **Invoices will include a breakdown of services provided.**

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.
- B. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agricultural, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

- B. **Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agricultural, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of

receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any

assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party

and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
38. ***Agency* – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development**

B. *Day*:

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer’s Services.

- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- ~~F. Exhibit F, Construction Cost Limit.~~ **(NOT USED)**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 **Federal Requirements**

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.
- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Town of Newmarket, NH

Engineer: Underwood Engineers, Inc

By: _____
Print name: Stephen Fournier
Title: Town Manager
Date Signed: _____

By: _____
Print name: Keith A. Pratt, P.E.
Title: President
Date Signed: _____

By: _____
Print name: David J. Mercier, P.E.
Title: Vice President
Date Signed: _____

Engineer License or Firm's Certificate No. (if required)

State of _____

Address for Owner's receipt of notices:

186 Main Street
Newmarket, NH 03857
Designated Representative (Paragraph 8.03.A):
Stephen Fournier
Title: Town Manager
Phone Number: 603-659-3617
E-Mail Address: sfournier@newmarketnh.gov

Address for Engineer's receipt of notices:

25 Vaughan Mall
Portsmouth, NH 03801
Designated Representative (Paragraph 8.03.A):
David J Mercier, P.E.
Title: Vice President
Phone Number: 603-230-9898
E-Mail Address: dmercier@underwoodengineers.com

ENGINEER AGREEMENT CERTIFICATION

PROJECT NAME: _____

The Engineer and Owner hereby concur in the Funding Agency acceptable revisions to E-500 identified in RUS Bulletin 1780-26. In addition, Engineer certifies to the following:

All modifications to E-500 have been made in accordance the terms of the license agreement, which states in part that the Engineer “must plainly show all changes to the Standard EJCDC Text, using ‘Track Changes’ (redline/strikeout), highlighting, or other means of clearly indicating additions and deletions.” Such other means may include attachments indicating changes (e.g. Supplementary Conditions modifying the General Conditions).

SUMMARY OF ENGINEERING FEES

Note that the fees indicated on this table are only a summary and if there is a conflict with any provision of Exhibit C, the provisions there overrule the values on this table. Fees shown in will not be exceeded without the concurrence of the Agency.

Basic Services	\$ _____
Resident Project Observation	\$ _____
Additional Services	\$ _____
TOTAL:	\$ _____

Any adjustments to engineering fees or changes to maximum estimated values must be approved by the Agency and must include a table of what specific category or categories of fees are being changed, what fees were before and after the change, and the resulting total fee.

Engineer _____ Date _____

Name and Title

Owner _____ Date _____

Name and Title

Agency Concurrence:

As lender or insurer of funds to defray the costs of this Contract, and without liability for any payments thereunder, the Agency hereby concurs in the form, content, and execution of this Agreement.

Agency Representative Date _____

Name and Title

This is **EXHIBIT A**, consisting of eleven (11) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. **NOT INCLUDED**

A1.02 Preliminary Design Phase

A. **NOT INCLUDED**

A1.03 Final Design Phase

A. **NOT INCLUDED**

A1.04 Bidding or Negotiating Phase

A. **NOT INCLUDED**

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

Exhibit A – Engineer's Services

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D as part of the Agreement.]***
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* ~~If requested by Owner to do so, m-~~ **Maintain** and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - c. **The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
- 10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - 11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - 12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* **Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, including Applications for Payment, to ensure compliance with AIS. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction. In the event the Engineer requires an item to be sole-source, the Engineer must furnish the Manufacturers Certification to the Contractor for said item.** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" review Manufacturers' Certifications provided by the Contractor to verify the product(s) meet AIS requirements. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction to ensure compliance with AIS.**
19. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
 - d. **Receive and review all Manufacturers' Certifications for materials required to comply with AIS. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction.**
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. **Review Change Proposals to ensure compliance with AIS.**
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings and furnish such Record Drawings to Owner.**
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: Engineer will assist Owner with the preparation of monthly project budget reports/disbursement requests to Rural Development.
- a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**
25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in

writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

- a. **Obtain the Contractors' Certification letter and copies of Manufacturers' Certifications from the Contractor for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Contractors' and Manufacturers' Certifications to the Owner and a copy of Contractor's Certification to the Agency.**

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
NA

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2 **but only if the Owner's request is made after completion of the Study and Report Phase.**
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues)

and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

- c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
 - 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
 - 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
 - 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

**Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner. DELETED~~

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
2. ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~ **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the construction Contract.**
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Appendix 1 to Exhibit A (4 Pages)
Engineering – Construction Phase Services

NEWMARKET DEPARTMENT OF ENVIRONMENTAL SERVICES
WATER DIVISION
NEWMARKET, NEW HAMPSHIRE
BENNETT AND SEWELL PUMPING STATION IMPROVEMENTS

February 17, 2022

BACKGROUND/PURPOSE:

The Town of Newmarket through its Department of Environmental Services – Water Division is implementing improvements to its water supply, treatment, and distribution system. Part of this program involves the demolition and replacement of the Bennett and Sewell Pumping Stations. These stations have reached the end of their design life and require improvements to the chemical feed and climate control facilities to be compliant with current codes and regulations as well as energy conservation requirements.

The project includes the following improvements at both stations:

- CMU reconstruction of the pumping station building on an expanded foundation
- Process piping improvements
- Chemical feed improvements
- Yard piping and valves
- Fire Suppression System
- New exterior generator and enclosure
- 1,000 gallon above ground LPG tank
- Electrical system improvements
- Minor site improvements
- SCADA improvements and programming provided through the Town's SCADA Contractor, Electrical Installations, Inc.

In addition to the above, work at the Sewell Pumping Station will include paving. Note: This contract is to provide construction phase services for the award of the Base Bid only which is the Sewell Pumping Station Upgrade.

Work at the Bennett Pumping Station, if awarded as an additive alternate at a later date, will include well cleaning and replacement of the existing well pump and motor. An amendment to this engineering construction phase contract will be processed if this additive alternate is awarded

It is the intent of the Town to award the Sewell Pumping Station Improvements (Base Bid). If funding is available, the Town will award the Bennett Pumping Station Improvements. The Bennett improvements will be performed after completion and start-up of the Sewell Pumping Station Improvements.

The purpose of this Scope of Services is to provide Construction Phase professional engineering services during construction of the Sewell Pump Station. Should the Bennett pump station be awarded this contract shall be amended to provide professional engineering services for Bennett pump station.

It is important to note this project will be funded by a USDA Rural Development (RD) Loan and Grant package. American Iron and Steel (AIS) requirements are part of this contract. Prevailing wages (Davis Bacon) are not included.

To date Underwood engineers has completed the design and bidding for the Sewell (Base Bid) and Bennett (Additive Alternate 1) Pumping Station Improvements. The following describes the proposed Scope of Services to accomplish the Construction Phase Engineering Services for the construction of these improvements:

SCOPE OF SERVICES:

The following Scope of Services will be provided by Underwood Engineers (UE) relative to construction of the Sewell Pumping Station Improvements:

Construction Phase Engineering

Task 1 – Construction Administration Service

Underwood Engineers will provide construction services including construction administration and project closeout. Services include the following:

- Conduct pre-construction meeting and prepare minutes.
- Review shop drawing submittals for products proposed for installation on the project.
- Submit revised floor drain registration.
- Review requests for information (RFIs) from the Contractor during construction and issue Engineer's Supplemental Information (ESI) documents as appropriate to respond to questions and provide clarifications
- Conduct monthly progress meetings with the contractor, owner, and USDA RD regarding construction related issues and prepare minutes. A total of eight (8) meetings are budgeted.
- Review and process up to eight (8) pay requisitions.
- Review, prepare and process change orders for the project as appropriate.
- Conduct a Substantial Completion walk through when notified by Contractor that the work is substantially complete. Prepare the Certificate of Substantial Completion including the Substantial Completion Punch List.
- Conduct a final completion walk through upon completion of the Substantial Completion Punch List
- Prepare and process required final completion inspection documentation and project closeout documents.
- Prepare DWSRF ARPA Water System Sustainability Grant application for Energy Audit Findings Implementation Grant
- Research the need for and design a Fire Suppression System for Hazardous Material

Task 2 – Resident Project Representative

RPR services include the following:

- Perform observation during construction using a senior resident Engineer approved by USDA Rural Development. It is noted we are not proposing to provide full time RPR for the entire 270 calendar days (193 working days based on 5 days per week) allowed by the construction contract to achieve Final Completion. Rather, we have allocated the RPR time based on our experience with projects of a similar scope. This will result in minimizing the cost of the RPR while assuring Newmarket of adequate construction observation of the project
- Observe construction activities for compliance with the contract documents, approved shop drawings and associated change orders.
- Field measure quantities of work performed/installed.
- Prepare daily field reports.
- Attend monthly progress meetings.
- Review progress payments based on field measured quantities.
- Prepare punch list items at substantial and final completion and monitor progress on completion of these items.
- Resident engineering services – 652 hours are budgeted over the 270 day period of construction to achieve substantial and final completion. UE will use our professional judgement regarding the appropriate times for the RPR to be on-site based on the Contractor's schedule and stage of construction. Notwithstanding, the intent is to be on-site when work is being performed.

Task 3 – Start-up Services

Underwood Engineers will provide supervision of initial startup and operation and for services during the twelve (12) month correction period. Services include the following:

- Provide a project engineer to observe start-up activities to confirm that new equipment is installed and operating as intended by the manufacturer, and that operator training of Water Division staff has been provided on new major equipment.
- Compile start-up certification forms and obtain signatures from equipment manufacturer's representatives that warranties are in full effect before the Town of Newmarket takes ownership.
- Assist with troubleshooting issues and notify the Contractor of corrective actions needed.

Task 4 - Operations and Maintenance Manuals

- Review manufacturer's O&M manual submittals for each piece of major equipment.
- Compile an overall site-specific O&M manual for the upgrade.
- Respond to review comments by Newmarket and issue site specific manual in final form.
- UE will submit two (2) site specific hard copy manuals to Newmarket. UE will also provide an electronic copy to Newmarket.

Task 5 - Record Drawings

Underwood Engineers will complete record drawings based on field observations, Engineer's Supplemental Information (ESI) documents, change orders, and red-lines provided by the Contractor. Services include the following:

- Prepare record drawings for the project based on red-line drawings provided by the Contractor and the project RPR
- Provide two (2) hard copies of the project record drawings and one (1) digital copy (PDF) to Newmarket.

Task 6 - Funding Assistance

Underwood will prepare/conduct the following relative to the Town's funding:

- Prepare USDA RD Monthly Budget Reports (up to 10)
- AIS Compliance checks
- Fiscal Sustainability Plan assistance (up to 16 hrs)

WORK NOT INCLUDED

- Permitting
- Design modifications due to changes in project scope
- Third party testing

This is **EXHIBIT B**, consisting of four (4) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: **NONE**

B.2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:

- A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.**
- B. Sign change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.**
- C. Obtain the certification letters from the Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.**
- D. Where the Owner directly procures American Iron and Steel products,**
 - 1. Include American Iron and Steel clauses in the procurement contracts;**
 - 2. Obtain Manufacturers' Certifications; and**
 - 3. Provide copies to Engineers and Contractors.**

Guidance Notes: Where the Owner provides their own engineering and/or construction services the Owner is responsible for all provisions included in this Bulletin.

This is **EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services under Paragraph C2.01 is estimated to be **\$95,300** based on the following estimated distribution of compensation:

a. Study and Report Phase	\$ NOT INCLUDED
b. Preliminary Design Phase	\$ NOT INCLUDED
c. Final Design Phase	\$ NOT INCLUDED
d. Bidding or Negotiating Phase	\$ NOT INCLUDED
e. Construction Phase	\$ 92,800
f. Post-Construction Phase	\$ 2,500

See Appendix 3 to Exhibit C for further breakdown of scope and fee.

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner **and Agency**. See also C2.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually (**as of January of each year**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C2.02 Compensation For Reimbursable Expenses

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of **1.0**.

C2.03 Other Provisions Concerning Payment

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.0**.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*

1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

- 1. Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$83,154.00** based upon **part-time** RPR services **for a total of 652 hours on site over the duration of the project.**

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.0**.
4. The Reimbursable Expenses Schedule will be adjusted annually (**as of April 1**) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency**

C. Other Provisions Concerning Payment Under this Paragraph C2.04:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.0**.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost.~~ **at no cost.**

This is **Appendix 1 to EXHIBIT C**, consisting of one (1) page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Reimbursables						
	Mileage				IRS Reimbursable Rate	
	Field Supplies				At Cost	
	Postage				At Cost	
	Food & Lodging				At Cost	
	Subcontractors				At Cost	
	Miscellaneous Job Related Expenses				At Cost	

This is **Appendix 2 to EXHIBIT C**, consisting of one (1) page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Standard Hourly Rates Schedule

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Principal-in-Charge	\$175	to	\$230	per	hour
Senior Project Manager	\$130	to	\$190	per	hour
Project Manager	\$100	to	\$190	per	hour
Senior Project Engineer	\$90	to	\$160	per	hour
Project Engineer	\$70	to	\$130	per	hour
Senior Resident Engineer	\$70	to	\$145	per	hour
Resident Engineer	\$50	to	\$125	per	hour
Technician	\$50	to	\$125	per	hour
Clerical	\$50	to	\$80	per	hour

This is **Appendix 3 to EXHIBIT C**, consisting of one (1) page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

SUMMARY OF FEES
Underwood Engineers, Inc.

Professional Engineering Services

Bennett & Sewell Pumping Station Improvements
Newmarket, NH
2517
2/11/2022

3-Feb-22

Task	Subtask	Breakdown					Extended Total
		Labor	Hours	Expen/Subs	Subs	Expenses	
Task 1 - Design			-				
Task 2 - Survey			-				
Task 3 - Subsurface			-				
Task 4 - Cadastral			-				
Task 5 - Construction Administration		\$38,779	302	\$39,821	\$38,350	\$1,471	\$78,600
Task 6 - Resident Engineering		\$76,284	652	\$6,870	\$6,750	\$120	\$83,154
Task 7 - Start Up		\$3,882	27	\$18		\$18	\$3,900
Task 8 - O&M Manual		\$3,610	32	\$390		\$390	\$4,000
Task 9 - Record Drawings		\$4,699	42	\$101		\$101	\$4,800
Task 10 -Funding Assistance		\$3,802	32	\$198		\$198	\$4,000
TOTAL		\$131,056	1,087	\$47,399	\$45,100	\$2,299	\$178,454

Note:

1 "Subs" for Task 6 is actually per diem to RPR.

This is **EXHIBIT D**, consisting of five (5) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. **Maintain all Manufacturers' Certifications in the project file and on-site during construction to ensure compliance with AIS, as applicable**

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. ~~Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~ **DELETED**
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of two (2) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

Exhibit E – Notice of Acceptability of Work.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 1

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of two (2) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Appendix 1 – Certificate of Liability Insurance: Commercial General, Automobile, and Umbrella Liability.
- b. Appendix 2 – Certificate of Liability Insurance: Professional Liability.

2. By Owner:

- a. Workers' Compensation: Per New Hampshire Statute
- b. Employer's Liability Insurance: \$1,000,000
- c. Comprehensive General Liability: \$1,000,000 per occurrence/
\$2,000,000 in the aggregate

Comprehensive General Liability Insurance shall include coverage for all claims of personal injury, bodily injury, sickness, disease, or death (including coverage for acts of Consultant's officials and employees), and broad form property damage (including loss of use resulting therefrom) and for completed operations.

- d. Comprehensive Automobile Liability:
 - Bodily Injury \$1,000,000 per occurrence/
 - Property Damage \$2,000,000 in the aggregate

B. *Additional Insureds:*

- 1. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of one (1) page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by **mutually agreed upon mediator**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of one (1) page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation:*
To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project, Engineer's or its Consultants' services. or this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, shall not exceed the total amount of \$50,000.00 or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.

This is **EXHIBIT J**, consisting of one (1) page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

Special Provisions

This Agreement is amended to include the following agreements of the parties:

1. RUS Bulletin 1780-26, consisting of forty eight (48) pages (attached)

This is **EXHIBIT K**, consisting of two (2) pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Cris Blackstone Application	2/15/2022	Cover Memo



**APPLICATION FOR APPOINTMENT TO A BOARD,
COMMISSION, OR COMMITTEE POSITION WITHIN THE
TOWN OF NEWMARKET, NEW HAMPSHIRE**

Applicant's Name: CRIS BLACKSTONE

Address: 40 Spring St. Phone/Cell: 603 738.2195

RSA 669:19 Newmarket Registered Voter: ☒ Yes No # of years as a resident: 5

RSA 91:2 Are you an American Citizen ☒ Yes No

(You must be an American Citizen and registered voter to Serve)

Email address: crisablackstone@gmail.com

State desired Position and indicated Term Expiration Date: Conservation

The following experience and background qualify me for this position:

I'd like to continue on the Conservation

Commission. I've been active this term -

- ☐ organizing guest speakers for our mtgs;
- ☐ organized the committee work to bring
the Oct 2 workshops + site tours of our
town properties;

- ☐ attended in excess of 25 hours of →

CRIS BLACKSTONE 15 Feb. '22

Signature

Date

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Council Meeting to address the Town Council prior to the decision-making process. Applicants will be notified of the time and date of this meeting in advance. Thank you for your application and interest in the Town of Newmarket.

RECEIVED
S. 1003
T. 1003
J. 1003

Respectfully
q/s submitted,
Thank you for
your time &
consideration.

continuing ed or professional develop-
ment workshops (in person or virtual)
last year alone, from Great Bay

Stewards to various ~~to~~ workshops w/
a focus on rising seawater levels;

□ follow legislative updates pertaining
to ecology or CC-related topics;

□ interface w/ town library for the '22

Book Discussion series called "Our
World" w/ 4 books related to conserva-
tion topics;

□ write monthly column for townwide
newsletter;

□ contribute to social media for relevant
CC topics of ~~the~~ interest.



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
David Bell's Application	3/8/2022	Cover Memo



APPLICATION FOR APPOINTMENT TO A BOARD,
COMMISSION, OR COMMITTEE POSITION WITHIN THE
TOWN OF NEWMARKET, NEW HAMPSHIRE

Applicant's Name: DAVID BELL

Address: 354 WADLEIGH FALLS RD Phone/Cell 603 490 1109

RSA 669:19 Newmarket Registered Voter: ☒ Yes No # of years as a resident: 5

RSA 91:2 Are you an American Citizen ☒ Yes No

(You must be an American Citizen and registered voter to Serve)

Email address: DBELL1@COMCAST.NET

State desired Position and indicated Term Expiration Date: CONSERVATION COMM.

The following experience and background qualify me for this position:

I HAVE SERVED ONE TERM WITH THE CONSERVATION
COMMISSION AND HAVE GAINED A LOT OF KNOWLEDGE
OF THEIR OPERATION AND PROJECTS. I THINK
SERVING ANOTHER TERM WOULD BE BENEFICIAL TO
BOTH MYSELF AND THE COMMISSION.

2 Sam H Bell
Signature

3/7/2022
Date

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Council Meeting to address the Town Council prior to the decision-making process. Applicants will be notified of the time and date of this meeting in advance. Thank you for your application and interest in the Town of Newmarket.



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Eric Harter Application	3/11/2022	Cover Memo



APPLICATION FOR APPOINTMENT TO A BOARD,
COMMISSION, OR COMMITTEE POSITION WITHIN THE
TOWN OF NEWMARKET, NEW HAMPSHIRE

Applicant's Name: ERIC HARTER

Address: 5 SANBORN AVE NEWMARKET NH Phone/Cell (603) 828-5231

RSA 669:19 Newmarket Registered Voter: ☒ Yes ☐ No # of years as a resident: 21.5

RSA 91:2 Are you an American Citizen ☒ Yes ☐ No

(You must be an American Citizen and registered voter to Serve)

Email address: ERICHARTER@HOTMAIL.COM

State desired Position and indicated Term Expiration Date: LIBRARY BOARD - MAR '25

The following experience and background qualify me for this position:

- MEMBER OF COMMUNITY AND CARD HOLDER AT
LIBRARY SINCE 2000
- WORKED RESERVE DESK AT WHEATON COLLEGE (IL)
FOR ONE YEAR
- SERVED AS INTERIM TRUSTEE AT NEWMARKET
COMMUNITY CHURCH FOR ABOUT 6 MONTHS

[Signature] February 9, 2022

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Council Meeting to address the Town Council prior to the decision-making process. Applicants will be notified of the time and date of this meeting in advance. Thank you for your application and interest in the Town of Newmarket.

(OVER)

• SERVED AS SOCIAL CHAIR FOR WHEATON
COLLEGE CONCERT CHOIR FOR ONE YEAR

SEE ATTACHED RESUME FOR
ADDITIONAL INFORMATION

Eric Harter, PSM
225 Borthwick Ave
Portsmouth, NH 03801
Office: 603-245-3229
Mobile: 603-828-5231
Eric.Harter@LibertyMutual.com

PROFESSIONAL EXPERIENCE:

- Sept 2021
to
Present* **Liberty Mutual Insurance** **Portsmouth, NH**
Scrum Master I
- Currently work for Liberty Mutual (LM) in IT Global Digital Services, End-User Technology (EUT).
- Job description: Servant Leader and Agile Advocate using Scrum, Kanban and Scrumban methodologies.
- Dedicated Scrum Master for Office 365/Slack, Enterprise Messaging and People@EUT squads.
-
- April 2014
to
Sept 2021* **Liberty Mutual Insurance** **Portsmouth, NH**
Project Manager II
- Worked in LM IT Global Digital Services, EUT.
- Job description: responsible for managing programs and projects of varying complexity and subject matter.
- Project Manager in End-User Technology, acting Scrum Master for Office 365/Slack, Messaging and People@EUT squads.
- Previous Project Management and Agile experience included:
- Co-coordinator for Q2 and Q3 EUT Planning
 - Program Manager for Windows 10 Enterprise Roll-out
 - Data Center Power Remediation for all devices in the Portsmouth, Kansas City and Redmond data centers
 - Major Network implementation of External Connectivity Gateway (ECG) with Liberty trading partners including Chase, TCS and ChoicePoint (LexisNexis)
 - 'Jack of all trades' for Liberty Fianzas Integration including: Disaster Recovery (DR), data center, translation & interpretation
 - Coordinated app certification during Global Specialty (GS) Domestic integration
 - Ran data center integration for GS International migration work in Asia Pacific, Liberty Specialty Markets (LSM) and Canada.
-
- March 2011
to
April 2014* **Liberty Mutual Insurance** **Portsmouth, NH**
Project Manager I
- Worked in LM IT Hosting Services Data Center Operations.
- Job description: responsible for managing projects of varying complexity and subject matter.

Project experience included:

- Major Network implementation of AT&T UltraVailable Network (UVN) across New England offices
- Mainframe DB2 subsystem upgrade
- Software deployment of in-house Data Center Management System (DCMS)
- Installation of integrated Building Management System (BMS) across 3 Liberty offices
- DR & Business Continuity improvement projects

*April 2004
to
March 2011*

Liberty Mutual Insurance
Senior Disaster Recovery Service Specialist

Portsmouth, NH

Worked for LM IT Hosting Services on Business Continuity Management team.

Job descriptions:

- Responsible for planning and execution of DR exercises
- Managed I.R.R. (Infrastructure Recovery Requirements) documents and process
- Completed risk assessments for the LM Enterprise
- Participated in emergency response for LM offices
- Acted as interviewer, scribe and delivered IT metrics for Business Impact Analyses (BIA) of LM Business

*June 1999
to
April 2004*

Liberty Mutual Insurance
Associate Technical Analyst

Portsmouth, NH

Worked for LM IT Infrastructure on Production Services team

Job description:

- Mainframe CA-7 scheduling
- CA-Dispatch
- Midrange Autosys scheduling
- Data tape handling

Worked half-time on Business Continuity Management team starting in October, 2002. Job description: provided support during DR exercises, managed I.R.R. documents.

EDUCATION:

1998

Wheaton College
BA, Spanish/Communications, GPA: 3.52, Cum Laude

Wheaton, IL

- Served as Social Chair of the Wheaton College Concert Choir 1996-97
- Worked at the Reservation Desk for the Wheaton College Library 1997-98

CERTIFICATIONS:

2018

PSM (Professional Scrum Master)

MEMBERSHIP:

- LinkedIn: www.linkedin.com/in/eric-harter-psm-4875501

- ProZ Translation/Interpretation: <http://www.proz.com/profile/2659579>
- Translators Without Borders: Eric_Harter
- Amigos @ Liberty: ‘an internal resource for connecting Liberty with the Hispanic/Latino community’
- Interim Trustee for Newmarket Community Church (2014)

LANGUAGES SPOKEN:

- Spanish – fluent (since 1987)
- Dutch – conversational (2015)
- Portuguese/Brazilian – conversational (2016)
- French – basic conversational (2022)

SKILLS:

- Spanish interpretation and training, Technology and Agile since 2013
- Spanish translation, Technology, Agile, Humanitarian Aid and Legal since 2013
- Professional Scrum Master, experience facilitating and coaching Agile squads (since 2015)
- Proficient with the following applications and products: Jira, Teams, Tasks by Planner and To Do, Outlook, OneNote, Word, Excel, Project, Visio, PowerPoint, SharePoint

AWARDS:

2020 – Shine award for work on continuous learning initiatives
 2018 - Shine award for helping overcome chronic call-quality concerns in Wausau office
 2017 - Bravo award for work on Liberty Fianzas Integration
 2016 - Bravo award for work on Liberty Fianzas integration
 2004 - Bravo award for co-management of Disaster Recovery exercise.
 1999 - RISE award for participation in acquisition/integration of Wausau Insurance Company into Liberty Mutual

ERIC HARTER

5 Sanborn Ave, NH 03857 | 6038285231 | ericharter@hotmail.com

February 09, 2022

Newmarket Public Library

RE: Board Member

Dear Hiring Manager,

Amy Nicholson informed my wife and I about your opening for a new Board Member and suggested that I apply. Here's a little bit about my background.

I have been a part of the Newmarket community since 2000. My family and I have benefited greatly from the services and events at the Library. I am an avid reader and am passionate about others enjoying physical and e-books as well as other Library services. It's on my bucket list to one day work at the Library.

Regarding direct experience, I worked the Reserve Desk at Wheaton College (IL) for one year. For board related experience, I served as Social Chair for the Wheaton College Concert Choir and also served as an interim Trustee for the Newmarket Community Church for about 6 months.

My Day Job is as an IT Professional at Liberty Mutual Insurance. For the past 12 years I have acted as a Project Manager and now Scrum Master. What that means is I work well with others, looking to solve problems collaboratively. Consensus and what's best for the community is more important to me than being 'right'.

Thank you for your time. It would be a pleasure to speak with you and discuss this opportunity further. I look forward to hearing from you soon.

Sincerely,
Eric Harter



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Amy Nicholson Application	3/11/2022	Cover Memo



**APPLICATION FOR APPOINTMENT TO A BOARD,
COMMISSION, OR COMMITTEE POSITION WITHIN THE
TOWN OF NEWMARKET, NEW HAMPSHIRE**

Applicant's Name: Amy Nicholson

Address: 40 N. Main St. Phone/Cell 603-674-5655

RSA 669:19 Newmarket Registered Voter: ☒ Yes ☐ No # of years as a resident: 19

RSA 91:2 Are you an American Citizen ☒ Yes ☐ No
(You must be an American Citizen and registered voter to Serve)

Email address: nicholamy@comcast.net

State desired Position and indicated Term Expiration Date: Trustee of the NPL

The following experience and background qualify me for this position:

I have been on the board of trustees of the Newmarket Public Library for five years now. Before that I volunteered in various aspects within the library, and I also previously worked at the Dover Public Library.

Amy Nicholson
Signature

2/21/2022
Date

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Council Meeting to address the Town Council prior to the decision-making process. Applicants will be notified of the time and date of this meeting in advance. Thank you for your application and interest in the Town of Newmarket.



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE

ATTACHMENTS:

Description	Upload Date	Type
Wayne Rosa Application	3/8/2022	Cover Memo



**APPLICATION FOR APPOINTMENT TO A BOARD,
COMMISSION, OR COMMITTEE POSITION WITHIN THE
TOWN OF NEWMARKET, NEW HAMPSHIRE**

Applicant's Name: WAYNE ROSA

Address: 340 WADLEIGH FALLS RD Phone/Cell 817-1969

RSA 669:19 Newmarket Registered Voter: ☒ Yes No # of years as resident: 55

RSA 91:2 Are you an American Citizen ☒ Yes No
(You must be an American Citizen and registered voter to Serve)

Email address: JANRANDYE@COMCAST.NET

State desired Position and indicated Term Expiration Date: ZBA

The following experience and background qualify me for this position:

SERVED ON ZBA FOR 12 YRS

 3/8/22
Signature Date

You are welcome to submit a letter or resume with this form. Applicants are requested to attend the Council Meeting to address the Town Council prior to the decision-making process. Applicants will be notified of the time and date of this meeting in advance. Thank you for your application and interest in the Town of Newmarket.



Town Hall
186 Main Street
Newmarket, NH 03857

Tel: (603) 659-3617
Fax: (603) 659-8508

Founded December 15, 1727
Chartered January 1, 1991

TOWN OF NEWMARKET, NEW HAMPSHIRE